



## City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

**Monday, June 10, 2024**

**Immediately following the Joint Community Facilities District Special Meeting**

**Amended 6/6/2024**

Mayor  
Joe Pizzillo

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Vice Mayor  
Laura Kaino

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Councilmember  
Sheri Lauritano

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Councilmember  
Wally Campbell

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Councilmember  
Bill Stipp

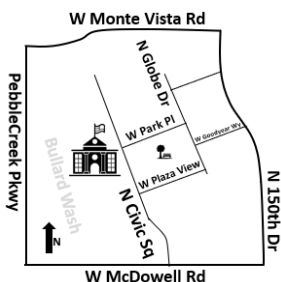
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Councilmember  
Brannon Hampton

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Councilmember  
Vicki Gillis

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### **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>

Immediately following the Joint Community Facilities District Special Meeting  
**6/6/2024 - Amended to include Consent Agenda Item 14**

**CALL TO ORDER**

**ROLL CALL**

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

**COMMUNICATIONS**

1. **ADAPTIVE PROGRAM PARTNERSHIP**

**APPOINTMENTS**

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

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

**CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**

**CONSENT**

3. **APPROVAL OF MINUTES  
RECOMMENDATION**

Approve the draft minutes from a Regular Meeting held on May 20, 2024. (Darcie McCracken, City Clerk)

4. **CANVASS THE MAY 21, 2024 ELECTION RESULTS  
RECOMMENDATION**



ADOPT RESOLUTION NO. 2024-2403, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION FOR THE GENERAL PLAN HELD ON MAY 21, 2024; DECLARING THE RESULTS OF THE VOTE ON THE GENERAL PLAN 2035: GROWING GOODYEAR, PLANNING OUR FUTURE QUESTION; ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE . (Darcie McCracken, City Clerk)

5. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR COPPER & SAGE GSQ**  
**RECOMMENDATION**

Recommend approval of Application No. 294559 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Joseph Paul Lucidi has submitted this application for a New Series 12 liquor license for Copper & Sage GSQ, which will be located at 1971 N Globe Dr, Unit 105, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

6. **PARTIAL TERMINATION OF AN EXISTING DRAINAGE EASEMENT OVER LOT 33 OF THE FINAL PLAT FOR BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**  
**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2409 CONDITIONALLY APPROVING THE TERMINATION OF A PORTION OF AN EXISTING DRAINAGE EASEMENT; PROVIDING AUTHORIZATION AND DIRECTION FOR RECORDATION; AND PROVIDING EFFECTIVE DATES OF THE TERMINATION AND RESOLUTION. (Kimberly Romero, Real Estate Coordinator)

7. **VACATE AND ABANDON A PORTION OF RIGHT OF WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH LOCATED APPROXIMATELY 795 FEET EAST OF THE ESTRELLA PARKWAY INTERSECTION**  
**RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2407 VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH, GENERALLY LOCATED ALONG THE SOUTH SIDE OF WEST GOODYEAR BOULEVARD NORTH APPROXIMATELY 795 FEET EAST OF ESTRELLA PARKWAY; PROVIDING FOR RECORDATION AND EFFECTIVE DATES. (Kimberly Romero, Real Estate Coordinator)

8. **LICENSE AGREEMENT TO USE PHOENIX POLICE DEPARTMENT PHOENIX EMERGENCY VEHICLE OPERATIONS CENTER**  
**RECOMMENDATION**

Approve the Revocable License and Hold Harmless Agreement between City of Goodyear and City of Phoenix Police. (Art Miller, Interim Chief of Police)

9. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE MARICOPA COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES IN THE SONORAN VALLEY**  
**RECOMMENDATION**  
Approve Intergovernmental Agreement (IGA) with Maricopa County Sheriff's Office (MCSO) for law enforcement services in the Sonoran Valley. (Art Miller, Interim Chief of Police)
10. **AUTHORIZING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT ("MRCCID")**  
**RECOMMENDATION**  
ADOPT RESOLUTION NO. 2024-2406 APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT. (Jared Askelson, Finance Director)
11. **AUTHORIZATION OF CONTRACT FOR EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42050 – TRAFFIC MANAGEMENT CENTER PARKING LOT IMPROVEMENTS**  
**RECOMMENDATION**  
Authorize the contract for expenditure of construction funds up to \$768,700 for Capital Improvement Program (CIP) Project #42050 – Traffic Management Center Parking Lot Improvements. (David Jossund, Sr. Project Manager)
12. **AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCDD) FOR EMERGENCY DISCHARGE OF BRINE AND INDUSTRIAL COOLING WATER**  
**RECOMMENDATION**  
Approve the agreement with BWCDD to accept brine and industrial cooling water on an intermittent basis. (Barbara Chappell, Water Services Director)
13. **ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT SYSTEM FY2025 PENSION FUNDING POLICY**  
**RECOMMENDATION**  
Adopt the Public Safety Personnel Retirement System FY2025 Pension Funding Policy. (Jared Askelson, Finance Director)
14. **EL CIDRO PHASE 2 PARCEL 1C FINAL PLAT**  
**RECOMMENDATION**  
Conditionally approve the Final Plat of El Cidro Phase 2, Parcel 1C subdividing approximately 36.57 acres generally located near the northeast corner of S. Citrus Road and W. Broadway Road into 160 lots and 12 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

## PUBLIC HEARINGS

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

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

15. **PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2025 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2025 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

**RECOMMENDATION**

Conduct a public hearing on Resolution No. 2024-2381, which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2024 and ending June 30, 2025 and on the proposed primary property tax levy increase of \$277,689; and Approve the Truth-in-Taxation increase of \$277,689 for FY2025 by a roll call vote. (Ryan Bittle, Finance Manager)

## BUSINESS

16. **FY2024-2025 COMMUNITY FUNDING RECOMMENDATIONS**

**RECOMMENDATION**

Approve the recommended allocations for FY2024-2025 Community Funding. (Christina Panaitescu, Community Partnerships Program Manager)

17. **APPROVE CONTRACT AGREEMENT BETWEEN FLYING BUCKET, LLC AND GOODYEAR FIRE DEPARTMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

**RECOMMENDATION**

Approve contract agreement between Flying Bucket, LLC and Goodyear Fire Department for fire and emergency medical services for an area located south of Fire Station 187. (Paul Luizzi, Fire Chief)

## 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:**

June 24, 2024

Council Meeting

5:00 p.m.

### **ADJOURNMENT**

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

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

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

### **POSTING VERIFICATION**

This agenda was posted on 06/06/2024 at 4:15 p.m. by JP.

ITEM #: 1.  
DATE: 06/10/2024  
AI #:2032



## **CITY COUNCIL COMMUNICATION**

**STAFF PRESENTER(S):** David Seid, Deputy Director Parks and Recreation

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**SUBJECT:**

**ADAPTIVE PROGRAM PARTNERSHIP**

**OTHER PRESENTER(S):**

Avery Africa, Microsoft CO+I Land Development, Senior Program Manager

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**Attachments**

Presentation



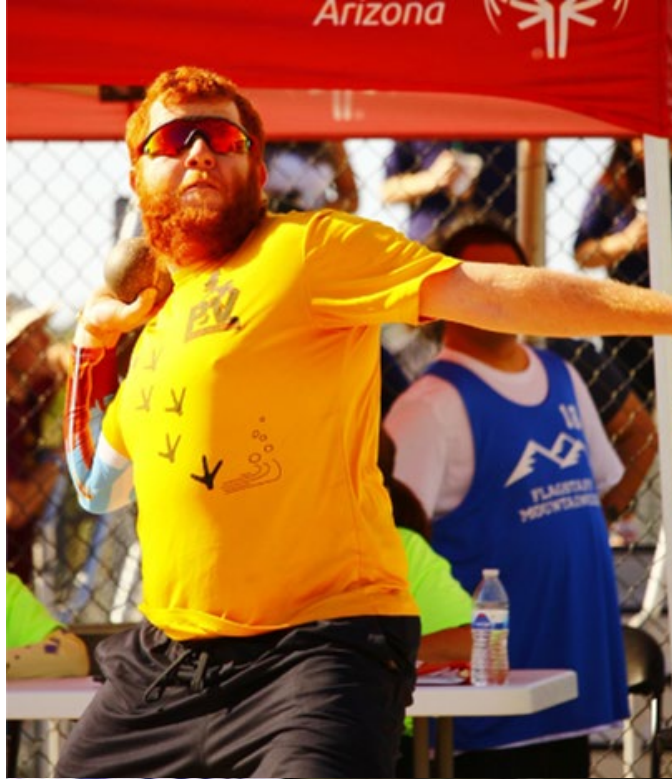


**Special  
Olympics**  
Arizona



# Supporting Special Olympics Arizona in Goodyear

- Microsoft donated \$80,000 towards:
- Inclusive events and competitions
- Upgrades to the SOAZ headquarters





# Engaging Microsoft employees through volunteerism

- Volunteers supported the Special Olympics Summer Games
- Resulted in an additional contribution through matching hourly volunteer wages



ITEM #: 2.  
DATE: 06/10/2024  
AI #:2061



## CITY COUNCIL ACTION REPORT

### SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

**STAFF PRESENTER(S):** Darcie McCracken, City Clerk

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#### SUMMARY

Approve the recommendations of the Council Subcommittee: Boards, Commissions and Committees.

#### STRATEGIC PLAN ALIGNMENT



#### RECOMMENDATION

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

#### FISCAL IMPACT

There is no direct fiscal impact associated with these appointments.

#### BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on May 22, 2024. After a review of the applications and interviews, the Subcommittee recommends the following appointments:

#### BOARD OF ADJUSTMENT/PLANNING AND ZONING COMMISSION

| NAME             | BEGINS        | EXPIRES       |
|------------------|---------------|---------------|
| Ernie Nepomuceno | June 11, 2024 | June 10, 2027 |

#### JUDICIAL ADVISORY COMMITTEE

| NAME           | BEGINS        | EXPIRES       |
|----------------|---------------|---------------|
| Craig Jennings | June 28, 2024 | June 27, 2026 |

**PUBLIC IMPROVEMENT CORPORATION**

| NAME         | BEGINS        | EXPIRES       |
|--------------|---------------|---------------|
| Cindy Braun  | June 11, 2024 | June 10, 2027 |
| Robert Nobis | June 11, 2024 | June 10, 2027 |

**INDUSTRIAL DEVELOPMENT AUTHORITY**

| NAME         | BEGINS        | EXPIRES       |
|--------------|---------------|---------------|
| Brian Murphy | June 11, 2024 | June 10, 2030 |
| Cindy Braun  | June 11, 2024 | June 10, 2030 |
| Robert Nobis | June 11, 2024 | June 10, 2030 |

**YOUTH COMMISSION**

| NAME                                      | BEGINS       | EXPIRES       |
|-------------------------------------------|--------------|---------------|
| Kaleigh Guajardo (re-appointment)         | July 1, 2024 | June 30, 2026 |
| Lucas Hamblin (re-appointment)            | July 1, 2024 | June 30, 2025 |
| Mackenzie McEldowney (re-appointment)     | July 1, 2024 | June 30, 2026 |
| Natalia Piatek (re-appointment)           | July 1, 2024 | June 30, 2025 |
| Ania Piatek (contingent upon interview)   | July 1, 2024 | June 30, 2026 |
| Graham Holmes (contingent upon interview) | July 1, 2024 | June 30, 2026 |
| Wyatt Arnsbarger                          | July 1, 2024 | June 30, 2026 |
| Mykah Atkinson                            | July 1, 2024 | June 30, 2026 |
| Kendall Bailey                            | July 1, 2024 | June 30, 2025 |
| Brianna (Bri) Blair                       | July 1, 2024 | June 30, 2026 |
| Sophia Cheatham                           | July 1, 2024 | June 30, 2025 |
| Kiley Colvin                              | July 1, 2024 | June 30, 2026 |
| Cristian Diaz                             | July 1, 2024 | June 30, 2025 |
| Bailey Elliot                             | July 1, 2024 | June 30, 2026 |

|                     |                 |                  |
|---------------------|-----------------|------------------|
| Isabella Franco     | July 1,<br>2024 | June 30,<br>2026 |
| Adrian Hernandez    | July 1,<br>2024 | June 30,<br>2026 |
| Dazlynn Hernandez   | July 1,<br>2024 | June 30,<br>2026 |
| Katelyn Heuseveldt  | July 1,<br>2024 | June 30,<br>2026 |
| Mariah Hewlett      | July 1,<br>2024 | June 30,<br>2026 |
| Aida Hudson         | July 1,<br>2024 | June 30,<br>2026 |
| Leylanie Manley     | July 1,<br>2024 | June 30,<br>2026 |
| Mercedes Martinez   | July 1,<br>2024 | June 30,<br>2026 |
| Mason McEldowney    | July 1,<br>2024 | June 30,<br>2026 |
| Logan McGee         | July 1,<br>2024 | June 30,<br>2026 |
| Jacob Murphy        | July 1,<br>2024 | June 30,<br>2026 |
| Sophia Pizzillo     | July 1,<br>2024 | June 30,<br>2025 |
| Sofia Rodriguez     | July 1,<br>2024 | June 30,<br>2026 |
| Maddelyn Smith      | July 1,<br>2024 | June 30,<br>2026 |
| Kaydence Stephenson | July 1,<br>2024 | June 30,<br>2025 |

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ITEM #: 3.  
DATE: 06/10/2024  
AI #:2079



## APPROVAL OF MINUTES

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### SUBJECT

APPROVAL OF MINUTES

### RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on May 20, 2024. (Darcie McCracken, City Clerk)

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### Attachments

May 20, 2024 Draft Regular Meeting minutes

## City Council Regular Meeting

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



**Monday, May 20, 2024**

**Immediately following the  
Community Facilities  
District meeting that begins  
at 5:00 p.m.**

**Meeting Minutes**

### CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:06 p.m.

### ROLL CALL

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

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

### PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

### APPOINTMENTS

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

**MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE the appointments and reappointments to the Boards, Commissions and Committees. The motion carried as follows:**

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

Passed - Unanimously

City Clerk Darcie McCracken administered the Oath of Office to Jerry Drake and Teresa Kuleff.

### CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Jeff Redmon, Goodyear resident, expressed concerns about increased commercial traffic at the airport, would like roadwork to occur at night, and suggested expanded communication to all residents in communities adjacent to new development.

William Miller, Goodyear resident, thanked Council for their hard work.

## CONSENT

Council removed Consent Agenda Items 8 and 11 for discussion.

**MOTION BY Councilmember Vicki Gillis, SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 2 through 7, 9 and 10. The motion carried as follows:**

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

Approve the draft minutes from the Regular Meetings held on April 29, 2024 and May 6, 2024. (Darcie McCracken, City Clerk)

3. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR SPITZ MEDITERRANEAN STREET FOOD**

RECOMMENDATION

Recommend approval of Application No. 288979 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Jaskarn Singh has submitted this application for a New Series 12 liquor license for Spitz Mediterranean Street Food, which will be located at 2015 N Globe Dr, Suite 114, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

4. **PROPOSALS TO TOHONO O'ODHAM NATION FOR 12% GAMING DISTRIBUTION GRANTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2405 AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM REQUESTING EDUCATION, PUBLIC SAFETY, AND CULTURAL & ENVIRONMENTAL DEVELOPMENT AND PROTECTION FUNDS FROM THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Community Partnerships Program Manager)

5. **GRANT OF TEMPORARY ACCESS EASEMENT FOR CONSTRUCTION, MAINTENANCE AND OPERATION OF STORM DRAIN OUTLET**

RECOMMENDATION

Approve and authorize the Mayor to execute the Temporary Access Easement for Construction, Maintenance and Operation of Storm Drain Outlet. (Kimberly Romero, Real Estate Coordinator)

6. **MEMORANDUM OF UNDERSTANDING WITH ARIZONA DEPARTMENT OF ADMINISTRATION FOR ARIZONA 9-1-1 GEOSPATIAL SUPPORT SERVICES**

RECOMMENDATION

Approve the Memorandum of Understanding (MOU) with Arizona Department of Administration 9-1-1 Program for Geospatial support services for next generation 9-1-1. (Art Miller, Interim Police Chief)

7. **GOODYEAR LIBRARY MASTER PLAN**

RECOMMENDATION

Adopt the Goodyear Library Master Plan. (Guylene Ozlanski, Arts and Culture Administrator)

8. **AUTHORIZATION OF BUDGET AMENDMENT AND CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42027 – ESTRELLA PARKWAY/PEBBLECREEK PARKWAY AND I-10 INTERCHANGE**

RECOMMENDATION

Authorize the budget amendment of \$4,500,000 and contract for the expenditure of construction funds up to \$10,883,703 for Capital Improvement Program (CIP) Project #42027 – Estrella Parkway/PebbleCreek Parkway and I-10 Interchange. (Logan Hopp, Senior Project Manager)

City Engineer Steve Scinto presented an update on the project.

Council discussed the scope and cost increase for the project as well as concerns regarding construction hours and road closures.

**MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Laura Kaino to APPROVE Consent Agenda Item 8. The motion carried as follows:**

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

Passed - Unanimously

9. **FY2025 FINANCIAL POLICIES**

RECOMMENDATION

Adopt the FY2025 Financial Policies. (Ryan Bittle, Finance Manager)



10. **FY2025 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2380 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Finance Director)

11. **AMEND ARTICLE 8-7 BUSINESS REGISTRATION PERMITS**

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1608 AMENDING ARTICLE 8-7 BUSINESS REGISTRATION PERMITS, PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE. (Roric Massey, City Attorney)

City Attorney Roric Massey gave a brief overview of the item.

Council discussed the definition of a casual business, removing the dollar threshold and increasing casual sales event days. Council also discussed having future conversations specific to sober living homes.

Councilmember Stipp made a motion to adopt Ordinance No. 2024-1608. He then amended his motion during Council discussion.

**MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Vicki Gillis to ADOPT ORDINANCE NO. 2024-1608 AMENDING ARTICLE 8-7 BUSINESS REGISTRATION PERMITS, PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE, amending the casual business definition by removing the \$5,000 threshold and increasing a sales event to 14 days. The motion carried as follows:**

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

Passed - Unanimously

**PUBLIC HEARINGS**

12. **REZONE OF A PORTION OF LOTS 16 AND 17 IN AIRPORT COMMERCENTER**

Mayor Pizzillo opened the public hearing at 5:56 p.m.

Principal Planner Ann Dolmage presented the request to rezone 5.6 acres of undeveloped land located near the southeast corner of Bullard Avenue and El Sol. Ms. Dolmage discussed the surrounding area and provided a brief history of the property. She explained that the rezone is compatible with the surrounding uses and would facilitate development of a truck parking facility and logistics office.

There were no speakers.

Mayor Pizzillo closed the public hearing at 6:01 p.m.

Council discussed overnight truck parking and idling and expressed support for a truck facility in this area.

In response to Council inquiry, Arpan Tailor, Project Engineer representing the applicant, clarified that the applicant intends to use the property as a trucking facility for D&D Trucking company.

**MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Brannon Hampton to ADOPT ORDINANCE NO. 2024-1610, CONDITIONALLY REZONING APPROXIMATELY 5.6 ACRES OF PROPERTY LOCATED EAST OF THE SOUTHEAST CORNER OF EL SOL AND BULLARD AVENUE FROM PLANNED AREA DEVELOPMENT (PAD) WITH UNDERLYING LIGHT INDUSTRIAL (I-1) ZONING TO GENERAL INDUSTRIAL PARK (I-2) WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried as follows:**

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

Passed - Unanimously

## **BUSINESS**

### **13. ADOPT TENTATIVE BUDGET FOR FISCAL YEAR 2025 AND SET A PUBLIC HEARING**

Finance Manager Ryan Bittle presented the FY2025 Tentative Budget. Mr Bittle provided information on the changes included in the budget as a result of the City Council Work Session held on April 8 and 15, 2024.

Council discussed being financially conservative and the challenges the city faces with legislation. Council expressed support for the budget and thanked staff for their hard work and efforts putting it together.

**MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Vicki Gillis to ADOPT RESOLUTION NO. 2024-2379 ADOPTING THE FISCAL YEAR 2024-2025 ESTIMATES OF REVENUES AND EXPENSES FOR THE CITY OF GOODYEAR, INCLUDING ESTIMATED PROPERTY TAX LEVY AND PROPERTY TAX RATES, AS THE TENTATIVE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2024 AND ENDING JUNE 30, 2025; SETTING FORTH THE RECEIPTS AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS; FOR ADOPTION OF BUDGET AND SETTING THE TAX LEVIES. The motion carried as follows:**

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

Passed - Unanimously

14. **AUTHORIZATION OF EXPENDITURES IN EXCESS OF \$500,000 FOR FY2025**

Finance Manager Ryan Bittle highlighted the list of known expenditures over \$500,000 which included routine items such as utilities, fuel, insurance, custodial services, and various other items.

**MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Vicki Gillis to AUTHORIZE the FY2025 listed expenditures of \$500,000 or more. The motion carried as follows:**

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

Passed - Unanimously

**INFORMATION ITEMS**

Council inquired about enforcement of political signs and the sign free zones.

Councilmember Lauritano expressed concerns about gun fire in the desert areas of Estrella Mountain Ranch.

City Manager Wynette Reed recognized the city's Human Resources, Parks and Recreation and Water Services Department for receiving the Chairman's Award from the Industrial Commission of Arizona. She also recognized Water Services Director Barbara Chappell for receiving the Water Environment Federation 2024 Hatfield Award, along with kudos to the Water Services' Wastewater Collections Division for being recognized with the AZ Water Safety Award. Lastly, she announced that the city's Fleet Division of Public Works was recognized as one of the top 20 leading fleets for the second year in a row.

**FUTURE MEETINGS**

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

June 10, 2024

Council Meeting

5:00 p.m.

**EXECUTIVE SESSION**

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

15. Pursuant to ARS 38-431.03(A)(3)(4) & (7): Discussion and consultation for legal advice with the city's attorney; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations; and for discussions or consultations with designated representatives of the public body in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property involving the former City Hall building.

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

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

Passed - Unanimously

The City Council moved into Executive Session at 6:53 p.m.

#### **ADJOURNMENT OF EXECUTIVE SESSION**

Mayor Pizzillo adjourned the Executive Session at 7:13 p.m.

#### **RECONVENE REGULAR MEETING**

Mayor Pizzillo reconvened the Regular Meeting at 7:13 p.m.

#### **ADJOURNMENT**

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:14 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 May 20, 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 #: 4.  
DATE: 06/10/2024  
AI #:1988



## CITY COUNCIL ACTION REPORT

**SUBJECT: CANVASS THE MAY 21, 2024 ELECTION RESULTS**

**STAFF PRESENTER(S):** Darcie McCracken, City Clerk

---

### SUMMARY

Adopt the results of the Special Election held May 21, 2024 for the city of Goodyear General Plan 2035.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource  
Management



Economic  
Vitality



Sense of  
Community

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2403, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION FOR THE GENERAL PLAN HELD ON MAY 21, 2024; DECLARING THE RESULTS OF THE VOTE ON THE GENERAL PLAN 2035: GROWING GOODYEAR, PLANNING OUR FUTURE QUESTION; ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE . (Darcie McCracken, City Clerk)

### FISCAL IMPACT

Adopting the resolution has no direct fiscal impact.

### BACKGROUND AND PREVIOUS ACTIONS

On November 13, 2023, City Council called for a Special Election and referred the General Plan to the voters for approval. The Special Election took place on May 21, 2024.

| QUESTION                                                                                                                                                                                                             | YES    | NO    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|
| Shall the General Plan 2035: Growing Goodyear, Planning Our Future, as adopted by the city of Goodyear City Council on the 13th day of November, 2023, be approved by the registered voters of the city of Goodyear? | 10,234 | 3,257 |



Voter turnout for the current election and the prior four elections is listed below:

| <b>Date/Type<br/>of Election</b>     | <b>Population</b> | <b>Registered<br/>Voters</b> | <b>%Population<br/>Registered</b> | <b>Ballots<br/>Cast</b> | <b>%Voter<br/>Turnout</b> |
|--------------------------------------|-------------------|------------------------------|-----------------------------------|-------------------------|---------------------------|
| Special/General<br>Plan<br>5/21/2024 | 113,900           | 58,326                       | 51%                               | 13,497                  | 23.14%                    |
| Special/Bond<br>11/7/2023            | 106,090           | 59,847                       | 56.4%                             | 18,279                  | 30.54%                    |
| Candidate/Primary<br>8/2/2022        | 101,662           | 56,906                       | 55.9%                             | 21,123                  | 37.12%                    |
| Special/Charter<br>3/9/2021          | 92,865            | 57,326                       | 61.73%                            | 9,720                   | 16.96%                    |
| Special/Primary<br>3/12/2019         | 84,659            | 46,328                       | 54.72%                            | 10,205                  | 22.03%                    |

#### **STAFF ANALYSIS**

Per Arizona Revised Statutes §16-642(A), the governing body shall meet and canvass the election not less than six days nor more than twenty days following the election.

---

#### **Attachments**

Resolution 2024-2403

## RESOLUTION NO. 2024-2403

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION FOR THE GENERAL PLAN HELD ON MAY 21, 2024; DECLARING THE RESULTS OF THE VOTE ON THE GENERAL PLAN 2035: GROWING GOODYEAR, PLANNING OUR FUTURE QUESTION; ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION; AND SETTING AN EFFECTIVE DATE.

WHEREAS, on November 13, 2023, the city of Goodyear City Council adopted Resolution 2023-2359, calling for a Special Election and submitted a question to the voters to adopt the General Plan 2035; and

WHEREAS, the city of Goodyear held a Special Election on Tuesday, May 21, 2024, for the purpose of determining if the General Plan 2035 was adopted; and

WHEREAS, the election returns have been presented to, and have been canvassed by, the Goodyear City Council; and

WHEREAS, A.R.S. §16-642(A) requires that the governing body shall hold a meeting to adopt a canvass of the result of the election not less than six days nor more than twenty days following the election.

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

**SECTION 1.** The total number of votes cast at said Special Election was 13,497. The total number of registered voters was 58,326. (Exhibit A)

**SECTION 2.** The total number of rejected and late ballots was 228. (Exhibit B)

**SECTION 3.** The total number of provisional ballots was 0 with 0 being rejected and 0 accepted. (Exhibit C)

**SECTION 4.** The results of the Special Election having been determined, the number of yes and no votes is as follows:

| QUESTION                                                                                                                                                                                                                         | YES    | NO    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|-------|
| Shall the General Plan 2035: Growing Goodyear, Planning Our Future, as adopted by the city of Goodyear City Council on the 13 <sup>th</sup> day of November, 2023, be approved by the registered voters of the city of Goodyear? | 10,234 | 3,257 |

**SECTION 5.** Exhibits A, B and C, attached to this resolution and incorporated herein, include a detailed report for the May 21, 2024 Special Election, including the number of ballots cast, and the number of ballots rejected.

SECTION 6. It is found, determined, and declared of record that the General Plan 2035: Growing Goodyear, Planning Our Future, having been submitted to the voters and having received a number of votes that was more than a majority of the votes cast, is declared to be approved by the qualified voters.

SECTION 7. The City Clerk is instructed and authorized to record a certified copy of this resolution with the Maricopa County Recorder's Office.

SECTION 8. Resolution 2024-2403 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

EXHIBIT A

Maricopa County  
Special Election  
May 21, 2024

FINAL RESULTS

| Elector Group | Counting Group | Voters Cast | Registered Voters | Turnout |
|---------------|----------------|-------------|-------------------|---------|
| Total         | EARLY VOTE     | 13,497      | 58,326            | 23.14%  |
|               | PROVISIONAL    | 0           |                   | 0.00%   |
|               | Total          | 13,497      |                   | 23.14%  |

Voters Cast: 13,497 of 58,326 (23.14%)

CITY OF GOODYEAR - QUESTION (Vote for 1)

|            | Total           |        |
|------------|-----------------|--------|
| Times Cast | 13,497 / 58,326 | 23.14% |
| Undervotes | 6               |        |
| Overvotes  | 0               |        |

| Candidate   | Party | Total  |        |
|-------------|-------|--------|--------|
| YES         |       | 10,234 | 75.86% |
| NO          |       | 3,257  | 24.14% |
| Total Votes |       | 13,491 |        |

|     |                                         |
|-----|-----------------------------------------|
| 88  | Bad Signatures (BS)                     |
| 24  | No Signature (NS)                       |
| 112 | Total Early Voting Rejections (BS & NS) |
| 116 | Late Returns (L)                        |
| 228 | Total Rejected and Late                 |

**EVRTF33 Cumulative Totals Report**

**Report Date: 05/24/2024**

**Election Date: 05/21/2024**

|                                       |            |
|---------------------------------------|------------|
| <b>Subtotal Moved Away Mode:</b>      | <b>109</b> |
| <b>Subtotal Temp Away Mode:</b>       | <b>7</b>   |
| <b>Grand Total All Undeliverable:</b> | <b>116</b> |



By City District - Go Goodyear

| Counted           | Reason Code | Description                    | Count |
|-------------------|-------------|--------------------------------|-------|
| No                |             |                                |       |
|                   | B10         | YOU ARE NOT REGISTERED TO VOTE | 1     |
| Total No          |             |                                | 1     |
| Cumulative Total: |             |                                | 1     |

EXHIBIT C

FINAL STATEMENT OF VOTES CAST

Special Election

Maricopa County

May 21, 2024

| Precinct               | Registered<br>Voters | Voters Cast | % Turnout |
|------------------------|----------------------|-------------|-----------|
| County                 |                      |             |           |
| Electionwide           |                      |             |           |
| 5201 PPNO 1 - GOODYEAR |                      |             |           |
| EARLY VOTE             | 15,030               | 5,414       | 36.02%    |
| PROVISIONAL            | 15,030               | 0           | 0.00%     |
| Total                  | 15,030               | 5,414       | 36.02%    |
| 5202 PPNO 2 - GOODYEAR |                      |             |           |
| EARLY VOTE             | 13,856               | 2,286       | 16.50%    |
| PROVISIONAL            | 13,856               | 0           | 0.00%     |
| Total                  | 13,856               | 2,286       | 16.50%    |
| 5203 PPNO 3 - GOODYEAR |                      |             |           |
| EARLY VOTE             | 13,843               | 1,946       | 14.06%    |
| PROVISIONAL            | 13,843               | 0           | 0.00%     |
| Total                  | 13,843               | 1,946       | 14.06%    |
| 5204 PPNO 4 - GOODYEAR |                      |             |           |
| EARLY VOTE             | 15,597               | 3,851       | 24.69%    |
| PROVISIONAL            | 15,597               | 0           | 0.00%     |
| Total                  | 15,597               | 3,851       | 24.69%    |
| Electionwide - Total   | 58,326               | 13,497      | 23.14%    |
| Cumulative             |                      |             |           |
| Cumulative             |                      |             |           |
| EARLY VOTE             | 0                    | 0           | N/A       |
| PROVISIONAL            | 0                    | 0           | N/A       |
| Total                  | 0                    | 0           | N/A       |
| Cumulative - Total     | 0                    | 0           | N/A       |
| County - Total         | 58,326               | 13,497      | 23.14%    |
| EARLY VOTE             | 58,326               | 13,497      | 23.14%    |
| PROVISIONAL            | 58,326               | 0           | 0.00%     |

CITY OF GOODYEAR - QUESTION (Vote for 1)

\*\*\*\* - Insufficient Turnout to Protect Voter Privacy

| Precinct               | Times Cast | Registered Voters | Undervotes | Overvotes |
|------------------------|------------|-------------------|------------|-----------|
| County                 |            |                   |            |           |
| Electionwide           |            |                   |            |           |
| 5201 PPNO 1 - GOODYEAR |            |                   |            |           |
| EARLY VOTE             | 5,414      | 15,030            | 4          | 0         |
| PROVISIONAL            | 0          | 15,030            | 0          | 0         |
| Total                  | 5,414      | 15,030            | 4          | 0         |
| 5202 PPNO 2 - GOODYEAR |            |                   |            |           |
| EARLY VOTE             | 2,286      | 13,856            | 0          | 0         |
| PROVISIONAL            | 0          | 13,856            | 0          | 0         |
| Total                  | 2,286      | 13,856            | 0          | 0         |
| 5203 PPNO 3 - GOODYEAR |            |                   |            |           |
| EARLY VOTE             | 1,946      | 13,843            | 1          | 0         |
| PROVISIONAL            | 0          | 13,843            | 0          | 0         |
| Total                  | 1,946      | 13,843            | 1          | 0         |
| 5204 PPNO 4 - GOODYEAR |            |                   |            |           |
| EARLY VOTE             | 3,851      | 15,597            | 1          | 0         |
| PROVISIONAL            | 0          | 15,597            | 0          | 0         |
| Total                  | 3,851      | 15,597            | 1          | 0         |
| Electionwide - Total   | 13,497     | 58,326            | 6          | 0         |
| Cumulative             |            |                   |            |           |
| Cumulative             |            |                   |            |           |
| EARLY VOTE             | 0          | 0                 | 0          | 0         |
| PROVISIONAL            | 0          | 0                 | 0          | 0         |
| Total                  | 0          | 0                 | 0          | 0         |
| Cumulative - Total     | 0          | 0                 | 0          | 0         |
| County - Total         | 13,497     | 58,326            | 6          | 0         |

| Precinct               | YES    |        | NO    |        | Total Votes |
|------------------------|--------|--------|-------|--------|-------------|
| County                 |        |        |       |        |             |
| Electionwide           |        |        |       |        |             |
| 5201 PPNO 1 - GOODYEAR |        |        |       |        |             |
| EARLY VOTE             | 4,120  | 76.16% | 1,290 | 23.84% | 5,410       |
| PROVISIONAL            | 0      |        | 0     |        | 0           |
| Total                  | 4,120  | 76.16% | 1,290 | 23.84% | 5,410       |
| 5202 PPNO 2 - GOODYEAR |        |        |       |        |             |
| EARLY VOTE             | 1,772  | 77.52% | 514   | 22.48% | 2,286       |
| PROVISIONAL            | 0      |        | 0     |        | 0           |
| Total                  | 1,772  | 77.52% | 514   | 22.48% | 2,286       |
| 5203 PPNO 3 - GOODYEAR |        |        |       |        |             |
| EARLY VOTE             | 1,432  | 73.62% | 513   | 26.38% | 1,945       |
| PROVISIONAL            | 0      |        | 0     |        | 0           |
| Total                  | 1,432  | 73.62% | 513   | 26.38% | 1,945       |
| 5204 PPNO 4 - GOODYEAR |        |        |       |        |             |
| EARLY VOTE             | 2,910  | 75.58% | 940   | 24.42% | 3,850       |
| PROVISIONAL            | 0      |        | 0     |        | 0           |
| Total                  | 2,910  | 75.58% | 940   | 24.42% | 3,850       |
| Electionwide - Total   | 10,234 | 75.86% | 3,257 | 24.14% | 13,491      |
| Cumulative             |        |        |       |        |             |
| Cumulative             |        |        |       |        |             |
| EARLY VOTE             | 0      |        | 0     |        | 0           |
| PROVISIONAL            | 0      |        | 0     |        | 0           |
| Total                  | 0      |        | 0     |        | 0           |
| Cumulative - Total     | 0      |        | 0     |        | 0           |
| County - Total         | 10,234 | 75.86% | 3,257 | 24.14% | 13,491      |

ITEM #: 5.  
DATE: 06/10/2024  
AI #:2031



## CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR COPPER & SAGE GSQ**

**STAFF PRESENTER(S):** Darcie McCracken, City Clerk

---

### SUMMARY

The applicant is requesting a recommendation of approval for a New Series 12 (Restaurant) liquor license.

### STRATEGIC PLAN ALIGNMENT



### RECOMMENDATION

Recommend approval of Application No. 294559 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Joseph Paul Lucidi has submitted this application for a New Series 12 liquor license for Copper & Sage GSQ, which will be located at 1971 N Globe Dr, Unit 105, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

### FISCAL IMPACT

The applicant paid the \$635 application fee for the liquor license per the Goodyear Municipal User Fee Schedule. The business will also contribute to the tax base of the community.

### BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Mr. Lucidi on behalf of Copper & Sage GSQ. The establishment is scheduled to open in August 2024.

The City Clerk's office received the application from the DLLC on May 2, 2024, and the Public Hearing notice was posted May 8th, 2024 to comply with Arizona Revised Statute §4-201(b). No petitions or protests from qualified persons were received during the comment period.

The application was routed for approval to the Police Department and the Development Services Department (Code Compliance and Planning & Zoning), and the departments had no comments.

## **STAFF ANALYSIS**

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The owner and corporate team have taken the Title 4 Basic & Management training. The on-site managers and bartenders will also be taking the Title 4 training.

The restaurant's training procedures and company policy call for requiring a valid ID for anyone who appears to be under the legal drinking age.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location to comply with Arizona Revised Statutes §4-207. City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

---

## **Attachments**

DLLC Local Governing Body Report  
One Mile Report and Evaluation Map

**State of Arizona**  
**Department of Liquor Licenses and Control**

Created 05/02/2024 @ 12:38:08 PM

Local Governing Body Report

|                |
|----------------|
| <b>LICENSE</b> |
|----------------|

|                      |                                                                    |                  |                |
|----------------------|--------------------------------------------------------------------|------------------|----------------|
| Number:              |                                                                    | Type:            | 012 RESTAURANT |
| Name:                | COPPER & SAGE GSQ                                                  |                  |                |
| State:               | Pending                                                            |                  |                |
| Issue Date:          |                                                                    | Expiration Date: |                |
| Original Issue Date: |                                                                    |                  |                |
| Location:            | 1971 N GLOBE DRIVE<br>#105<br>GOODYEAR, AZ 85395<br>USA            |                  |                |
| Mailing Address:     | 8765 W KELTON AVENUE<br>BLDG C3 STE 101<br>PEORIA, AZ 85382<br>USA |                  |                |
| Phone:               | (623)889-1452                                                      |                  |                |
| Alt. Phone:          |                                                                    |                  |                |
| Email:               | JOE@WESTSIDECONCEPTS.US                                            |                  |                |

|              |
|--------------|
| <b>AGENT</b> |
|--------------|

|                         |                                                                    |
|-------------------------|--------------------------------------------------------------------|
| Name:                   | JOSEPH PAUL LUCIDI                                                 |
| Gender:                 | Male                                                               |
| Correspondence Address: | 8765 W KELTON AVENUE<br>BLDG C3 STE 101<br>PEORIA, AZ 85382<br>USA |
| Phone:                  | (623)889-1452                                                      |
| Alt. Phone:             |                                                                    |
| Email:                  | JOE@WESTSIDECONCEPTS.US                                            |

|              |
|--------------|
| <b>OWNER</b> |
|--------------|

Name: BMGY11 LLC  
Contact Name: JOSEPH PAUL LUCIDI  
Type: LIMITED LIABILITY COMPANY  
AZ CC File Number: 23423019 State of Incorporation: AZ  
Incorporation Date: 10/25/2022  
Correspondence Address: 8765 W KELTON AVENUE  
BLDG C3 STE 101  
PEORIA, AZ 85382  
USA  
Phone: (623)889-1452  
Alt. Phone:  
Email: JOE@WESTSIDECONCEPTS.US

**Officers / Stockholders**

| Name:            | Title: | % Interest: |
|------------------|--------|-------------|
| GIO FAMILY TRUST | Member | 100.00      |

**GIO FAMILY TRUST - Trustee**

Name: JOSEPH PAUL LUCIDI  
Gender: Male  
Correspondence Address: 8765 W KELTON AVENUE  
BLDG C3 STE 101  
PEORIA, AZ 85382  
USA  
Phone: (623)889-1452  
Alt. Phone:  
Email: JOE@WESIDECONCEPOTS.US

**BMGY11 LLC - Member**

Name: GIO FAMILY TRUST  
Contact Name: JOSEPH PAUL LUCIDI  
Type: TRUST  
AZ CC File Number: State of Incorporation:  
Incorporation Date:  
Correspondence Address: 8765 W KELTON AVENUE  
BLDG C3 STE 101  
PEORIA, AZ 85382  
USA  
Phone: (623)889-1452  
Alt. Phone:  
Email: JOE@WESTSIDECONCEPTS.US

**APPLICATION INFORMATION**

Application Number: 294559  
Application Type: New Application  
Created Date: 04/17/2024

**QUESTIONS & ANSWERS**

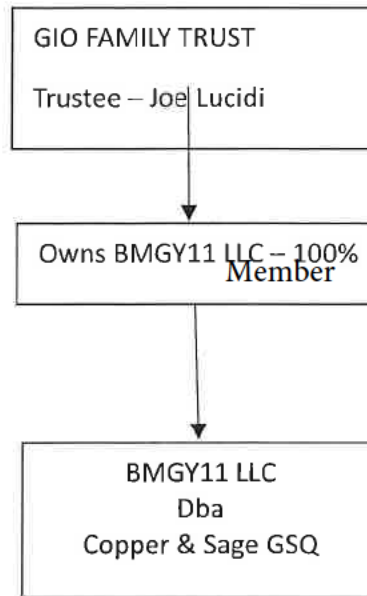


**012 Restaurant**

- 1) Are you applying for an Interim Permit (INP)?  
No
- 2) Are you one of the following? Please indicate below.  
Property Tenant  
Subtenant  
Property Owner  
Property Purchaser  
Property Management Company  
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?  
Yes  
What is the penalty?  
1 year rent
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?  
Yes
- 5) What is the total money borrowed for the business not including the lease?  
Please list each amount owed to lenders/individuals.  
\$300,000 - republic bank of arizona
- 6) Are there walk-up or drive-through windows on the premises?  
No
- 7) Does the establishment have a patio?  
Yes  
Is the patio contiguous or non-contiguous (within 30 feet)?  
contiguous
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?  
Yes  
If yes, what is your estimated completion date?  
July 31, 2024
- 9) What type of business will this license be used for?  
Restaurant

|                  |
|------------------|
| <b>DOCUMENTS</b> |
|------------------|

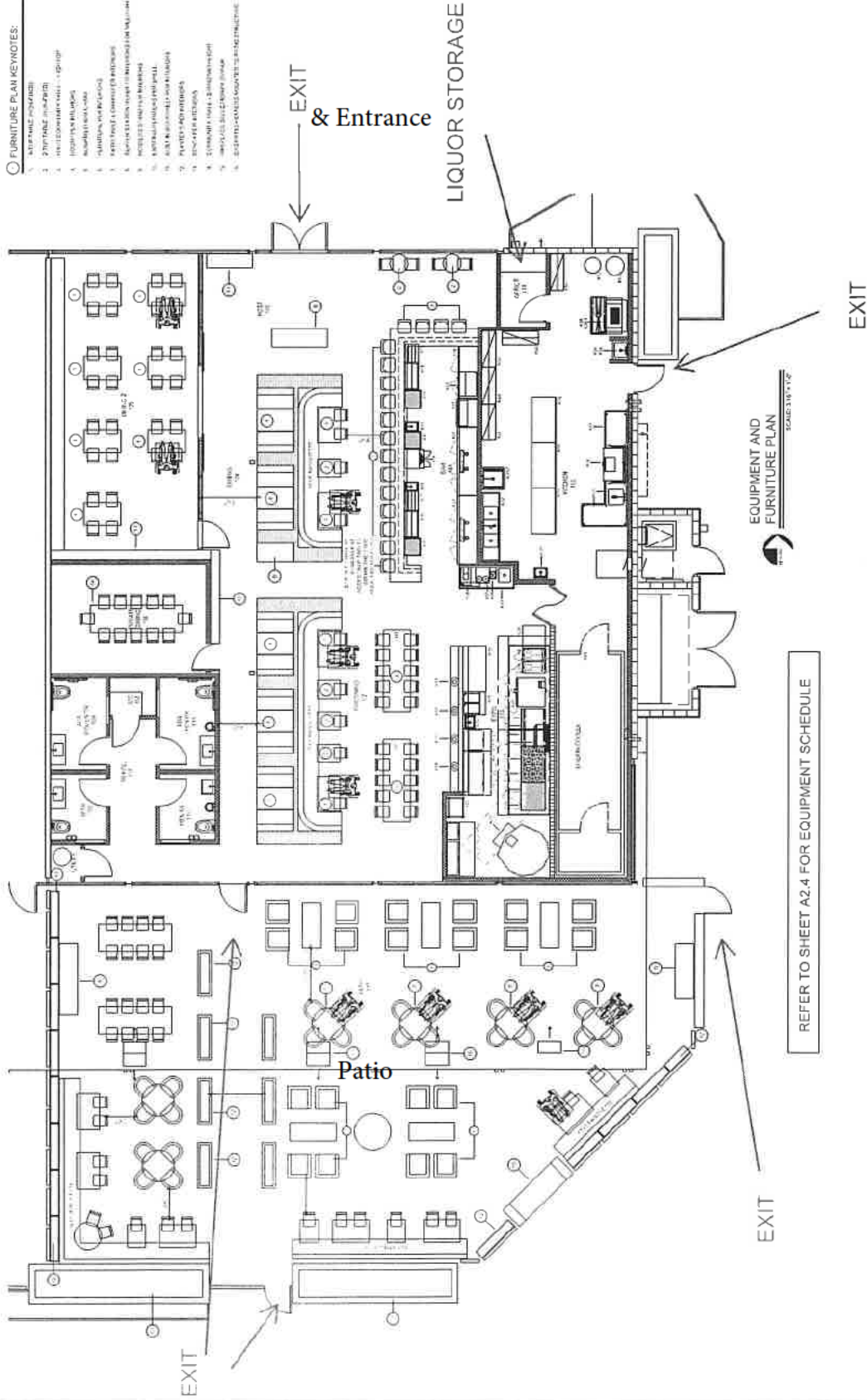
| DOCUMENT TYPE              | FILE NAME                            | UPLOADED DATE |
|----------------------------|--------------------------------------|---------------|
| QUESTIONNAIRE              | BMGY11 Questionnaire.pdf             | 04/17/2024    |
| DIAGRAM/FLOOR PLAN         | Floor Plan.pdf                       | 04/17/2024    |
| RECORDS REQUIRED FOR AUDIT | BMGY11 Records for Audit.pdf         | 04/17/2024    |
| RESTAURANT OPERATION PLAN  | BMGY11 Restaurant Operation Plan.pdf | 04/17/2024    |
| MENU                       | CnS LUNCH MENU Q4 2023.pdf           | 04/17/2024    |
| MENU                       | CnS Dinner Menu Q4 2023.pdf          | 04/17/2024    |
| MENU                       | C&S Brunch Menu Q4 2023.pdf          | 04/17/2024    |
|                            | Floor Plan.pdf                       | 04/22/2024    |
|                            | BMGY11 Questionnaire.pdf             | 04/22/2024    |
|                            | Joe Lucidi Drivers License.pdf       | 04/22/2024    |
|                            | C&S GSQ ownership Flow Chart.pdf     | 05/01/2024    |
|                            | Joe Lucidi Alien Status Form.pdf     | 05/01/2024    |



24 MAY 1 19:16 PM 137



○ FURNITURE PLAN KEYNOTES:



1. *What is the purpose of the study?*  
The purpose of the study is to determine the effect of the use of a computer-based simulation on the learning of the concepts of the cell and the organelles of the cell.

2. *What is the research question?*  
The research question is: What is the effect of the use of a computer-based simulation on the learning of the concepts of the cell and the organelles of the cell?

3. *What is the hypothesis?*  
The hypothesis is: The use of a computer-based simulation will have a positive effect on the learning of the concepts of the cell and the organelles of the cell.

4. *What is the independent variable?*  
The independent variable is the use of a computer-based simulation.

5. *What is the dependent variable?*  
The dependent variable is the learning of the concepts of the cell and the organelles of the cell.

6. *What is the control group?*  
The control group is the group of students who did not use the computer-based simulation.

7. *What is the experimental group?*  
The experimental group is the group of students who used the computer-based simulation.

8. *What is the data collection method?*  
The data collection method is a pre-test and post-test design.

9. *What is the data analysis method?*  
The data analysis method is a t-test.

10. *What is the conclusion?*  
The conclusion is: The use of a computer-based simulation has a positive effect on the learning of the concepts of the cell and the organelles of the cell.

4367 SF + 2560 SF PATIO

REFER TO SHEET A2.4 FOR EQUIPMENT SCHEDULE

**EQUIPMENT AND FURNITURE PLAN**

EXIT

## & Entrance

LIQUOR STORAGE

EXIT

## Patio

|            |           |                                                                                     |                                              |                                                                                     |
|------------|-----------|-------------------------------------------------------------------------------------|----------------------------------------------|-------------------------------------------------------------------------------------|
| Project:   | 5430 CDVR |  | TEMPT. MEASUREMENT<br>KITCHEN EQUIP. PL. A41 |  |
| Date:      | 7-20-23   |                                                                                     |                                              |                                                                                     |
| Proj. Mgr: | KTM       |                                                                                     |                                              |                                                                                     |
| Drawn By:  | KTM       |                                                                                     |                                              |                                                                                     |
| Proj. No.: | 23-014    |                                                                                     |                                              |                                                                                     |
| Rev.       | Date:     |                                                                                     |                                              |                                                                                     |

## A2.3

**Copper & Sage**  
at Goodyear Civic Square  
1971 NORTH GLOBE DRIVE  
SUITE 101  
GOODYEAR, ARIZONA 85398



## RESTAURANT/HOTEL/MOTEL OPERATION PLAN

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

Type or Print with Black Ink

1. Name of restaurant (Please print): BMGY11 dba Copper & Sage GSQ

2. Must indicate the equipment below by Make, Model, and Capacity:

### LIST ONLY THE FOLLOWING - NO ATTACHMENTS

|                                          |                                                    |
|------------------------------------------|----------------------------------------------------|
| Grill                                    | (2) Royal 36"                                      |
| Oven                                     | Duke G102-G double Oven                            |
| Freezer                                  | American Walk In                                   |
| Refrigerator                             | American Walk In                                   |
| Sink                                     | (1) 3 compartment (1) 2 compartment (4) hand sinks |
| Dish Washing Facilities                  | (2) ecolab dishwashers                             |
| Food Preparation Counter<br>(Dimensions) | (3) Stainless Steel Tables                         |
| Other                                    |                                                    |

3. Attach a copy of your FULL menu with pricing INCLUDING NON-ALCOHOLIC BEVERAGES

4. What percentage of your public premises is used primarily for restaurant dining?

(Do not include kitchen, bar, hi-top tables, or game area.) 90 %

5. Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No

(If yes, what percentage of the public floor space does this area cover?) 10 %

6. List the seating capacity for:

a) Restaurant dining area of your premises: [ 96 ]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [ + 14 ]

TOTAL [ = 110 ]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both
8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☐ YES ☒ No

If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

|  |  |
|--|--|
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|  |  |

9. Do you have live entertainment or dancing? ☐ YES ☒ No

If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

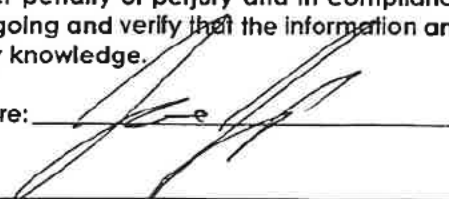
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10. List number of employees for each position:

| Position   | How many |
|------------|----------|
| Cooks      | 12       |
| Bartenders | 8        |
| Hostesses  | 6        |
| Managers   | 4        |
| Servers    | 30       |
| Other ( )  |          |
| Other ( )  |          |
| Other ( )  |          |

I, (Print Full Name) Joe Lucidi, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Applicant Signature: \_\_\_\_\_



# BRUNCH

SATURDAYS & SUNDAYS FROM 8AM TO 2PM

24 APR 22 Lyr. Lic. AM 7 04

## BRUNCHED IN THE FACE COCKTAILS

### BLOODY BRILLIANT!

house Bloody Mary with Tito's  
& a fistful of garnish 16

### APEROL SPRITZ

13

### MANDARIN LONKERO

Hanson Mandarin Vodka, Thatchers  
Elderflower, Liquid Alchemist  
Grenadine, lemon juice 14

### BLUSHING DOVE

Corazon Blanco, agave, lime juice,  
ruby red grapefruit 11

### GRAB YOUR BRUNCH HAT

just a big ass mimosa 11

## BREAKFAST

### Classic Breakfast\*

two egg | potato | bacon | toast | seasonal jam 15

### Avocado Toast\* V

smashed avocado | peppered chèvre | heirloom tomato | arugula  
poached egg | balsamic glaze drizzle | sweetberry wheat 14

### Biscuits & Gravy

cajun sausage gravy | buttermilk biscuit 13

### Pilgrim Benedict\*

roasted turkey | tomato | avocado | rehydrated cranberry | green apple  
english muffin | hollandaise 23

### Monte Cristo

black forest ham | roasted turkey | gruyere | dijon aioli  
seasonal jam 19

### Cast Iron Hash\* GF

ny cubed striploin | two egg | potato | trumpet & maitake mushrooms  
heirloom tomato | green onion | béarnaise 27

### Apple Pie Pancakes V

granny smith apple | cinnamon butter | apple moonshine syrup 14

### Lemon & Blueberry Pancakes V

sugar cured lemon mascarpone 15

## SHARED PLATES

### Cast Iron Cinnamon Roll V

coffee cake streusel | espresso crème anglaise 11

### Biscuits & Jam V

mascarpone butter | seasonal jam | local honey 11

### French Market Beignets V

powdered sugar 11

### Sun Dried Tomato Bisque V

basil | crouton | marscarpone 10

### Fried Green Tomato V

cracked pepper chevre | balsamic reduction | basil 12

### Dungeness Crab Cakes

frisée | heirloom tomato | tartar | chive oil 21

### Blistered Shishitos V

furikake | soy caramel | charred lemon | fresno chile 12

### Bourbon Deviled Eggs GF

bacon jam | pecan | chive 9

### Fritto Misto

shrimp | calamari | bay scallop | zucchini  
crooked neck squash | charred lemon 15

### Bacon Wrapped Dates GF

chevre | pistachio | spicy honey 12

### Jalapeno Corn Fritter V

adobo aioli | pickled onion 11

### Chicken Wings GF

carolina bbq or nashville hot 16

### Black-Eyed Pea Hummus V

sumac | caraway | sage | pepitas | heirloom tomato  
feta | evoo | naan 13

### Pickles & Pimento V

fried pickles | pimento 13

### Little Charcuterie Board | Big Charcuterie Board

Chef's selection of cured meat, cheese & accoutrement 1-2 friends 19 | 3-4 friends 35

## Salads

### Arugula V GF

sweet potato | chèvre | shallot | pecan | dried tart cherry  
mustard vinaigrette 13

### Kale GF

dried fig | pear | pistachio | feta | bacon | aged balsamic vinaigrette 15

### Romaine

baby gem romaine | sourdough crouton | blackened anchovy | parmesan cajun caesar  
dressing 14

## ENTREES & HANDHELDS

### Black & Bleu Smash Burger\*

(single / double) arugula | smokey bleu cheese  
whiskey caramelized onion | applewood bacon 14 / 17

### Grilled Chicken Caprese

buffalo mozzarella | tomato | basil pesto | aged balsamic  
ciabatta 14

### Duroc & Angus Burger\*

duroc pork belly & angus brisket patty | gruyere cheese  
trumpet & maitake mushrooms | mustard aioli  
butter lettuce | crispy onion 19

### Classic Smash Burger\*

(single / double) american | butter lettuce | tomato

# Wine

6 oz | 9 oz | 12 oz | 16 oz | 24 oz | 32 oz

## SPARKLING & ROSE'

**Veuve Clicquot Champagne**  
Champagne, France 140

**La Marca Pro**  
Veneto, Italy 11 | 33

**Domaine Ste Michelle Brut Rose**  
Columbia Valley, Washington 11 | 33

**Goose Ride Revelation Rose**  
Columbia Valley, Washington 12 | 16 | 36

**Chateau d'Esclans The Beach by Whispering Angel**  
Provence, France 13 | 19 | 38

## DRY WHITES

**Wairau River Sauvignon Blanc**  
Marlborough, New Zealand 11 | 16 | 34

**Cloudy Bay Sauvignon Blanc**  
Marlborough, New Zealand 75

**Lunardi Pinot Grigio**  
Veneto, Italy 10 | 14 | 30

## SWEETER WHITES

**Gust Chardonnay**  
Petaluma Gap, California 19 | 26 | 60

**Latour Ardeche Chardonnay**  
France 14 | 20 | 43

**Sonoma-Cutrer Russian River Ranches Chardonnay**  
Sonoma, California 17 | 23 | 50

## Sweetest Whites

**A to Z Riesling**  
Oregon 10 | 14 | 31

**Michele Chiarlo Nivole Moscato**  
Piedmont, Italy 12 | 17 | 35

## PINOT NOIR

**Four Graces**  
Willamette Valley, Oregon 16 | 23 | 48

**Cherry Pie Tri-County**  
California Coast 13 | 19 | 42

**Belle Glos Clark & Telephone**  
Santa Barbara, California 70

## RED BLENDS

**Tapestry**  
Paso Robles, California 14 | 20 | 42

**Prunotto Barbera D'Asti**  
Piedmont, Italy 12 | 16 | 33

**8 Years in the Desert**  
California 135

**Caymus The Walking Fool**  
Suisun Valley, California 19 | 27 | 79

**Marques de Murrieta Reserva**  
Rioja, Spain 62

## ESPRESSO

Espresso 4.5

Americano 5

Cappuccino 5.5

Latte 6

Vanilla Latte 7

Mocha 6

## DRAFT BEER

**Stone Delicious** | IPA, California, 7.7%, 75 IBU - 7

**The Shop Church Music** | Hazy IPA, Arizona, 6.7%, 46 IBU - 7

**Barrio Tucson Blonde** | Blonde Ale, Arizona, 5%, 22 IBU - 6

**Pizza Port Chronic Ale** | Amber Ale, California, 4.9%, 10 IBU - 6

**Rotating Handle** | please ask your server

## CAN/BOTTLE

**Mother Road Tower Station** | IPA, Arizona, 7.3%, 70 IBU - 6.5

**OHSO Boom Dynamite (16oz)** | IPA, Arizona, 6.4%, 60 IBU - 11

**Four Peaks The Joy Bus WOW** | Wheat Ale, Arizona, 5%, 8 IBU - 7

**The Shop Crispy (16oz)** | Blonde Lager, Arizona, 5.5%, 10 IBU - 9

**Cider Corps POG** | Cider, Arizona, 6.8%, 7 IBU - 9

**SKA Pink Vaper Stew** | Sour, Colorado, 5.1%, 13 IBU - 7

**SanTan Hefeweizen** | Hefeweizen, Arizona, 5%, 15 IBU - 7

**Dogfish Head Seaquench Ale** | Sour, Arizona, 4.9%, 10 IBU - 7

**Bonehaus Blonde (16oz)** | Blonde Ale, Arizona, 4.5%, 10 IBU - 11

**Michelob Ultra** | USA, 4.2%, 10 IBU - 6

**Busch Light** | USA, 4.1%, 5 IBU - 5

**Coors Light** | USA, 4.2%, 10 IBU - 5

**Long Drink 9**

**Heineken Zero - NA 7**

**NUTRL Orange Seltzer 8**

**Athletic Run Wild IPA - NA 6**

Ask your server about rotating selections

## MORE COCKTAILS

### The Bootician

Balcones Blue Corn Whiskey, Maraska 17  
Marchino, Peychauds Bitters, Egg White

### C&S Julep

Gwendoline French Gin, Luxardo Apricot, 15  
Liquid Alchemist Orgeat, Lemon Juice

### Respect your Elder

Casamigo Cristalino, Elderflower Liqueur, 17  
Re'al Madagascar Vanilla

### Moro Zingiber

Ketel One Vodka, Lyres Aperitif Rosso, 17  
Liquid Alchemist Blood Orange and Ginger

### Pi-Kahn Tini

Rolling Still Pecan Vodka, Botanika 14

## SHARED PLATES

### FRIED GREEN TOMATOES<sup>V</sup>

cracked pepper chèvre  
balsamic reduction | basil 12

### DUNGENSESS CRAB CAKES

frisée | heirloom tomato | tartar  
chive oil 21

### BLISTERED SHISHITOS<sup>V</sup>

furikake | soy caramel  
charred lemon | fresno chile 12

### BOURBON DEVILED EGGS<sup>GF</sup>

bacon jam | pecan | chive 9

### FRITTO MISTO

shrimp | calamari | bay scallop  
zucchini | crooked neck squash  
charred lemon 15

### BACON WRAPPED DATES<sup>GF</sup>

chèvre | pistachio | spicy honey 12

### JALAPENO CORN FRITTER<sup>V</sup>

adobo aioli | pickled onion 11

### CHICKEN WINGS<sup>GF</sup>

carolina bbq or nashville hot 16

### PICKLES & PIMENTO<sup>V</sup>

fried pickles | pimento 11

### BLACK EYED PEA HUMMUS<sup>V</sup>

sumac | caraway | sage | pepitas  
heirloom tomato | feta | evoo | naan 13

### CHEF'S CHARCUTERIE BOARD

Chef's selection of cured meat,  
cheese & accompaniment  
1-2 friends 19 | 3-4 friends 35

## MAIN

### BAYOU MUSSELS

andouille sausage | sweet corn | cherry tomato | holy trinity  
paprika butter | sourdough baguette 31

### NY STEAK & FRITES

12 oz ny strip | rosemary-parmesan duck fat fries | chimichurri 39

### FILET MIGNON<sup>GF</sup>

twice fried fingerlings | asparagus | béarnaise 48  
add crab oscar \$6

### CAST IRON DUCK BREAST

jalapeño corn fritter | pork belly collard greens | hot honey 35

### TAGLIATELLE

house made pasta | italian sausage | kale | sun dried tomato  
lemon cream | parmesan 24

### PORK OSSO BUCO<sup>GF</sup>

bourbon peach & pecan glaze | collard greens  
cannellini beans 32

### SHRIMP & GRITS<sup>GF</sup>

aged cheddar | trumpet & maitake mushrooms | sage butter  
applewood bacon 29

### PAN SEARED SCALLOPS<sup>GF</sup>

sweet potato | browned butter risotto | almond | chive oil 34

### GRILLED SCOTTISH SALMON<sup>GF</sup>

roasted cauliflower | trumpet & maitake mushrooms | shallot  
tart cherry vinaigrette 34

### HOT CHICKEN & BEIGNETS

open face texas toast | pickle | spicy slaw  
bourbon peach & pecan glazed beignets 24

## SOUP & SALAD

### SUN DRIED TOMATO BISQUE<sup>V</sup>

basil | crouton | mascarpone 10

### ARUGULA<sup>GF V</sup>

sweet potato | chèvre | shallot | pecan  
hydrated tart cherry | mustard vinaigrette

### KALE<sup>GF</sup>

dried fig | pear | pistachio | feta | bacon  
aged balsamic vinaigrette 15

### ROMAINE

baby gem romaine | sourdough crouton | par  
blackened anchovy | cajun caesar dressing

## HANDHELDS

### BLACKENED FISH TACOS<sup>GF</sup>

cajun slaw | pickled onion | jalapeño  
avocado | chipotle aioli | corn tortilla 17

### PORK BELLY TACOS

kimchi | fresno chile | green onion  
sriracha aioli | corn tortilla 19

### DUROC & ANGUS BURGER\*

duroc pork belly & angus brisket patty | gru  
trumpet & maitake mushrooms | mustard c  
butter lettuce | crispy onion 19

### CLASSIC DOUBLE SMASH BURGER\*

american | pickled onion | butter lettuce | to  
pickle | caramelized onion 17



# Shared Plates

\*24 APR 22 Lic. Lic. AM 7 134

**Fried Green Tomatoes** V  
cracked pepper chevre  
balsamic reduction | basil 12

**Blistered Shishitos** V  
furikake | soy caramel | charred lemon | fresno chile 12

**Fritto Misto**  
shrimp | calamari | bay scallop | zucchini  
crooked neck squash | charred lemon 15

**Black-Eyed Pea Hummus** V  
sumac | caraway | sage | pepitas | heirloom tomato  
feta | evoo | naan 13

**Bacon Wrapped Dates** GF  
chèvre | pistachio | spicy honey 12

**Jalapeno Corn Fritter** V  
adobo aioli | pickled onion 11

**Chicken Wings** GF  
carolina bbq or nashville hot 16

**Pickels & Pimento** V  
fried pickles | pimento 11

**Bourbon Deviled Eggs** GF  
bacon jam | pecan | chive 9

## Handhelds

**Black & Bleu Smash Burger\***  
(single / double)

arugula | smokey bleu | whiskey caramelized onion | applewood bacon 14 / 17

**Duroc & Angus Burger\***  
duroc pork belly & angus brisket patty | gruyere | trumpet & maitake mushrooms  
mustard aioli | butter lettuce | crispy onion 19

**Grilled Chicken Caprese**  
buffalo mozzarella | tomato | basil pesto | aged balsamic | ciabatta 14

**Classic Smash Burger\***  
(single / double)  
american | butter lettuce | tomato | pickle | caramelized onion 13 / 16

**Nashville Hot Chicken**  
spicy slaw | house pickles | brioche bun 16

**Blackened Fish Tacos** GF  
cajun slaw | pickled onion | jalapeño | avocado | chipotle aioli | corn tortilla 15

**Pork Belly Tacos**  
kimchi | fresno chile | green onion | sriracha aioli | corn tortilla 17

## Soup & Salads

**Sun Dried Tomato Bisque** V  
basil | crouton | mascarpone 10

**Arugula** GF V  
sweet potato | chèvre | shallot | pecan  
dried tart cherry | mustard vinaigrette 13

**Kale** GF  
dried fig | pear | pistachio | feta | bacon  
aged balsamic vinaigrette 15

**Romaine**  
baby gem romaine | sourdough crouton  
blackened anchovy | parmesan  
cajun caesar dressing 14

## Sides

**Collard Greens** GF  
pork belly | onion | garlic | hot sauce 9

**Waffle Fries** V  
salt | pepper 7

**Grilled Asparagus** GF V  
bearnaise | herbs 11

**Cheddar Grits** GF V  
aged cheddar 9

**Duck Fat Fries**  
garlic | rosemary | parmesan 11

**Mac & Cheese** V  
smoked gouda | cavatappi 10

**Sautéed Vegetables** GF V  
zucchini | yellow squash  
trumpet & maitake mushrooms 9

**Cast Iron Brussels Sprouts** GF  
chèvre | bacon | dried tart cherry  
barrel aged balsamic 16

**Roasted Sweet Potato** GF V  
bourbon & peach pecan glaze  
honey butter 11

# LUNCH

# BREWS

\*24 APR 22 Liqueur Lic. AM 7 30

# House Cocktails

## Draft Beer

- Stone Delicious 7 | IPA, California, 7.7%, 75 IBU  
The Shop Church Music 7 | Hazy IPA, Arizona, 6.7%, 46 IBU  
Barrio Tucson Blonde 6 | Blonde Ale, Arizona, 5%, 22 IBU  
Pizza Port Chronic Ale 6 | Amber Ale, California, 4.9%, 10 IBU  
Rotating Handle | please ask your server

## Can/Bottle

- Mother Road Tower Station 6.5 | IPA, Arizona, 7.3%, 70 IBU  
OHSO Boom Dynamite (16oz) 11 | IPA, Arizona, 6.4%, 60 IBU  
Four Peaks The Joy Bus WOW 7 | Wheat Ale, Arizona, 5%, 8 IBU  
The Shop Crispy (16oz) 9 | Blonde Lager, Arizona, 5.5%, 10 IBU  
Cider Corps POG 9 | Cider, Arizona, 6.8%, 7 IBU  
Ska Pink Vaper Stew 7 | Sour, Colorado, 5.1%, 13 IBU  
SanTan Hefeweizen 7 | Hefeweizen, Arizona, 5%, 15 IBU  
Dogfish Head Seaquench Ale 7 | Sour, Arizona, 4.9%, 10 IBU  
Bonehaus Blonde (16oz) 11 | Blonde Ale, Arizona, 4.5%, 10 IBU  
Michelob Ultra 6 | USA, 4.2%, 10 IBU  
Busch Light 5 | USA, 4.1%, 5 IBU  
Coors Light 5 | USA, 4.2%, 10 IBU

- Long Drink 9 NUTRL Orange Seltzer 8  
Heineken Zero - NA 7 Athletic Run Wild IPA - NA 6

Ask your server about rotating selections

## Dry County zero proof cocktails

- Whisper Your Lyes 15  
Lyres Italian Orange, Lyres Aperitif  
Rosso, Liquid Alchemist Blood Orange  
and Ginger
- King Tony 14  
Cleanco Clean G Gin, Fever Tree  
Cucumber Tonic Water
- Pink Panther 14  
Cleanco Clean T Tequila, Fever Tree  
Sparkling Pink Grapefruit
- Italian Spritz 14  
Lyres Italian Orange, Freixenet  
Sparkling NA Wine, Fee Brothers Orange  
Bitters. Soda Water

- The Bootician 17  
Balcones Blue Corn Whiskey, Maraska  
Marchino, Peychauds Bitters, Egg  
White
- C&S Julep 15  
Gwendoline French Gin, Luxardo  
Apricot, Liquid Alchemist Orgeat,  
Lemon Juice
- Madagascan Nights 14  
Corazon Tequila, Agave Nectar,  
Madagascar vanilla, Bittermens  
Hopped Grapefruit Bitters
- Apple of My Eye 14  
Copper & Kings Apple Brandy, Somrus  
Mango Cream Liqueur, Lemon Juice,  
Simple Syrup, Cinnamon
- Respect your Elder 17  
Casamigo Cristalino, Elderflower  
Liquor, Re'al Madagascar Vanilla
- Pi-Kahn Tini 14  
Rolling Still Pecan Vodka, Botanika  
Angelica Amaro, Stok Cold Brew  
Coffee, Brown Sugar Simple Syrup
- Moro Zingiber 17  
Ketel One Vodka, Lyres Aperitif Rosso  
Liquid Alchemist Blood Orange and  
Ginger
- McKenna's Fling 15  
McKenna Sour Mash Whiskey, Simple  
Syrup, Angostura Bitters

## Happy Hour

Tuesday thru Friday 4pm - 6pm

- TITOS MARTINI 9  
BUFFALO TRACE OLD FASHIONED 10  
C&S MULE 9  
DRAFT BEERS 5  
SUNTORY ROKU TOM COLLINS 9  
HOUSE MARGARITA 9  
MAI TAI 9  
LUNARDI PINOT GRIGIO 8  
A TO Z RIESLING 8  
CHERRY PIE TRI-COUNTY RED BLEND 10  
JUGGERNAUT CAB 10



## RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

Type or Print with Black Ink

In the event of an audit, you will be asked to provide to the Department any documents necessary to determine Compliance with A.R.S. §4-205.02(G). Such documents requested may include however, are not limited to:

~~BMGY11 dba~~ Copper & Sage GSQ

1. Name of restaurant (Please print): \_\_\_\_\_
2. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
3. A list of **all** food and liquor vendors
4. The restaurant menu used during the audit period
5. A price list for alcoholic beverages during the audit period
6. Mark-up figures on food and alcoholic products during the audit period
7. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
8. Monthly Inventory Figures - beginning and ending figures for food and liquor
9. Chart of accounts (copy)
10. Financial Statements-Income Statements-Balance Sheets
11. General Ledger
  - A. Sales Journals/Monthly Sales Schedules
    - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
    - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
    - 3) Dated Guest Checks
    - 4) Coupons/Specials/Discounts
    - 5) Any other evidence to support income from food and liquor sales
  - B. Cash Receipts/Disbursement Journals
    - 1) Daily Bank Deposit Slips
    - 2) Bank Statements and canceled checks
12. Tax Records
  - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
  - B. Income Tax Return - city, state and federal (copies)
  - C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

- A. Copies of all reports required by the State and Federal Government
- B. Employee Log (A.R.S. §4-119)
- C. Employee time cards (actual document used to sign in and out each work day)
- D. Payroll records for all employees showing hours worked each week and hourly wages

14. Off-site Catering Records (must be complete and separate from restaurant records)

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

The sophistication of record keeping varies from establishment to establishment. Regardless of each licensee's accounting methods, the amount of gross revenue derived from the sale of food and liquor must be substantially documented.

**REVOCATION OF YOUR LIQUOR LICENSE MAY OCCUR IF YOU FAIL TO COMPLY WITH  
A.R.S. §4-210(A)7 AND A.R.S. §4-205.02(G).**

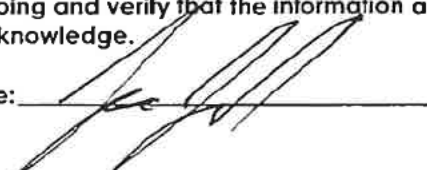
**A.R.S. §4-210(A)7**

The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of food.

**A.R.S. §4-205.02(G)**

For the purpose of this section:

- 1. "Restaurant" means an establishment which derives **at least forty percent (40%)** of its gross revenue from the sale of food
- 2. "Gross revenue" means the revenue derived from all sales of food and spirituous liquor on the licensed premises regardless of whether the sales of spirituous liquor are made under a restaurant license issued pursuant to this section or under any under any other license that has been issued for the premises pursuant to this article.

|                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>I, (Print Full Name) <u>Joe Lucidi</u>, hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.</p> <p style="text-align: right;">Applicant Signature: </p> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**\*MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH RECORDS REQUIRED BY THE STATE\***

24 APR 30 Lic. Lic. AM 3 02

LC:  
Amount:



AGENT/CONTROLLING  
PERSON QUESTIONNAIRE

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

DLLC USE ONLY  
Job #: 294559  
Date Accepted: 05/02/2024  
CSR: SG

Type or Print with Black Ink

License Number:

**ATTENTION APPLICANT:** This is a legally binding document. An investigation of your background will be conducted. Incomplete applications will not be accepted. False or misleading answers may result in the denial or revocation of a license or permit and could result in criminal prosecution.

**Attention local governments:** Social security and birth date information is confidential. This information will be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED ACCORDINGLY AND SUBMITTED TO THE DEPARTMENT WITH A BLUE OR BLACK LINED FINGERPRINT CARD AND \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE.

1. Check the Appropriate Box → ☒ Agent ☒ Controlling Person

2. Name: Lucidi, Joe, Paul Birth Date: [REDACTED] (NOT a public record)

3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: AZ

4. Place of birth: Dearborn, MI, USA Height: 5'10" Weight: 170 lbs Eyes: brn Hair: brn

5. Name of current/most recent spouse: Lucidi, Tanya, Christina Birth Date: [REDACTED] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 2006

7. Daytime telephone number: 623-889-1452 Email address: joe@westsideconcepts.us

8. Premises Name: BMGY11 dba Copper & Sage GSQ Business Phone: 623 / 889 / 1452

9. Premises Address: 1971 N Globe Dr, Ste 105, Goodyear, AZ 85395

Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list place of residence address. (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | TO<br>Month/Year | DESCRIBE POSITION OR BUSINESS | EMPLOYERS NAME OR NAME OF BUSINESS<br>(Street Address, City, State & Zip) |
|--------------------|------------------|-------------------------------|---------------------------------------------------------------------------|
| 10/2013            | CURRENT          | Haymaker N Peoria             | 24762 N Lake Pleasant Pkwy, Peoria, AZ 85383                              |
| 11/2014            | Current          | Haymaker Goodyear             | 1800 N Litchfield Rd, Goodyear, AZ 85395                                  |
| 11/2019            | Current          | Haymaker Thunderbird          | 8706 W Thunderbird Rd, Peoria, AZ 85381                                   |
| 11/2021            | Current          | Cantina Gueros N Peoria       | 25315 N Lake Pleasant Pkwy, Peoria, AZ 85383                              |
| 10/2023            | Current          | Copper & Sage Camelback       | 322 E Camelback Rd, Phenix AZ 85012                                       |

11. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

| FROM<br>Month/Year | To<br>Month/Year | Street | City | State | Zip |
|--------------------|------------------|--------|------|-------|-----|
| 04/2019            | CURRENT          |        |      |       |     |
|                    |                  |        |      |       |     |
|                    |                  |        |      |       |     |
|                    |                  |        |      |       |     |
|                    |                  |        |      |       |     |

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☒ No ☐
13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? **MUST** attach copies of both training certificates. Yes ☒ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) Yes ☐ No ☒

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I, (Print Full Name) Joe Lucidi hereby swear under penalty of perjury and in compliance with A.R.S. § 4-210(A)(2) and (3) that I have read and understand the foregoing and verify that the information and statements that I have made herein are true and correct to the best of my knowledge.

Signature: \_\_\_\_\_

Date: 4/22/2024



## ALIEN STATUS

Arizona Dept. of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

Type or Print with **Black Ink**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

**Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.**

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

### SECTION I – APPLICANT INFORMATION

Joseph

Joe Paul Lucidi

APPLICANT NAME (Print or type)

### SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No - If yes, indicate place of birth:

City Dearbon State MI COUNTRY USA

If you answered Yes, 1) Attach a legible copy of a document from the list below.

2) Name of document: AZ Drivers License

If you answered No, you must complete Sections III.



**EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS**

**You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.**

**Evidence showing authorized presence in the United State includes the following:**

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after Jan. 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. \*\*\*Passport must be signed\*\*\*
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.



### SECTION III – QUALIFIED ALIEN DECLARATION

Applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

#### Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States

#### Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non-immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

#### Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

#### Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect (Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 et seq.);
- 13. A foreign national not physically present in the United States.
- 14. **Otherwise Lawfully Present**
- 15. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

Joe Lucidi Joseph Paul Lucidi

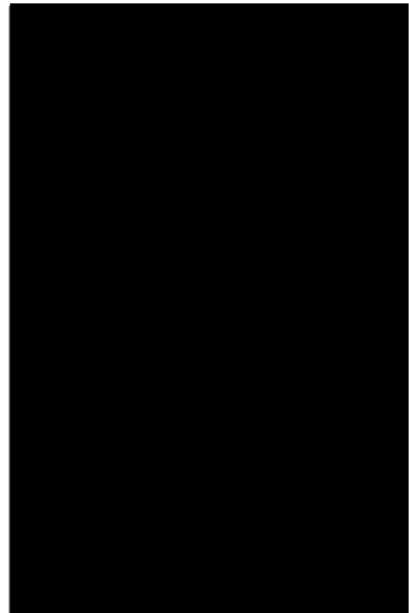
Print Name

Signature

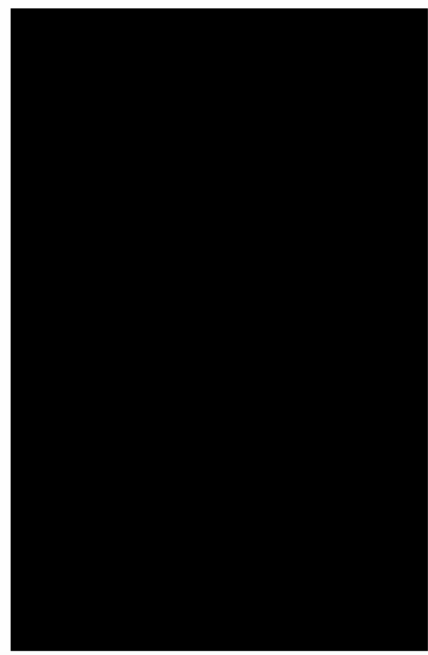
4/28/24

Date

\*24 APR 30 Lgr. Lic. PM 3 32



'24 APR 30 Lige. Lic. PM 3 132



No Payment (20)  
724 APR 26 PM 1:22 AZDILLC



## FINGERPRINT VERIFICATION FORM

Arizona Department of Liquor Licenses and Control  
800 W. Washington St. 5<sup>th</sup> Floor Phoenix, AZ 85007  
(602) 542-5141

### DLLC USE ONLY

Job #: 294559

Date Accepted: 05/02/2024

CSR: sg

### ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.  
**Do not give the applicant the fingerprint card without first sealing it inside the envelope.**
5. **Write applicants name on front of sealed envelope.**

**PRINT** the following information:

|                                                                                                                                                                                  |                                       |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|
| Date<br>4/23/24                                                                                                                                                                  | Name of Applicant:<br>Joseph P Lucidi |
| Name of Fingerprint Technician:<br>Allison Dastman                                                                                                                               |                                       |
| Fingerprint technician's Signature:<br>                                                                                                                                          |                                       |
| Fingerprint technician's Agency/company Name:<br>The UPS Store                                                                                                                   | Phone Number:<br>480-758-4485         |
| Type of Photo ID Provided (check one):<br><input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify) |                                       |

Certificate # 552163

Certificate of Completion  
For  
Title 4 **MANAGEMENT** Liquor Law Training

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the Certificate is signed by the course participant.

Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training.

A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information

Joe Lucidi

Full Name (please print)

Signature

12-15-2021

Training Completion Date

12-14-2024

Certificate Expiration Date  
(three years from completion date)

Training Provider Information

**Professional Server Certification Corporation (PSCC)**

Company Name

P.O. Box 192, Madison, South Dakota 57042

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

I, Robert Graham, certify that the above named individual did successfully complete  
Instructor Name (please print)

Title 4 MANAGEMENT Training in accordance with A.R.S. §4-112(G)(2) and Arizona Administrative Code (A.A.C.)R19-1-103 using training course content and materials approved by the Arizona Department of Liquor Licenses and Control. I understand that misuse of this Certificate of Completion can result in the revocation of State-approval for the Title 4 Training Provider named in this section as provided by A.A.C. R19-1-103(E) and (F).

*Robert V Graham*

Instructor Signature

15 / 12 / 2021  
Day Mo Year

Persons required to complete BASIC & MANAGEMENT Title 4 training: 1) owner(s) actively involved in the daily business operations of a liquor-licensed business of a series listed below  
2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)  
Conveyance (series 8)  
Restaurant (series 12)

Government (series 5)  
Liquor Store (series 9)  
In-state Farm Winery (series 13)

Bar (series 6)  
Private Club (series 14)

Beer & Wine Bar (series 7)  
Hotel/Motel w/restaurant (series 11)  
Beer & Wine Store (series 10)

Liquor license applications (initial and renewal) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

The questionnaire (which designates a manager to a location) and the agent change form (which assigns a new agent to active liquor licenses) are not complete until valid Certificates of Completion for all required persons have been submitted to the Department of Liquor.

## Liquor Licenses within One Mile – Copper & Sage GSQ

**Applicant Address: 1971 N. Globe Dr. Goodyear, AZ 85395**

| Business Name                                 | Address                       | Distance from Applicant Address | License Series |
|-----------------------------------------------|-------------------------------|---------------------------------|----------------|
| <b>Liquor Establishments</b>                  |                               |                                 |                |
| HARKINS THEATRES AT ESTRELLA FALLS            | 15010 W MCDOWELL RD           | 816.82 ft                       | 6              |
| CHEDDARS SCRATCH KITCHEN                      | 15030 W MCDOWELL RD           | 1,522.59 ft                     | 12             |
| BJ'S RESTAURANT & BREWHOUSE                   | 14950 W MCDOWELL RD           | 1,820.73 ft                     | 12             |
| BJ'S RESTAURANT & BREWHOUSE                   | 14950 W MCDOWELL RD           | 1,820.73 ft                     | 12G            |
| OREGANO'S PIZZA BISTRO                        | 15280 W MCDOWELL RD           | 2,171.04 ft                     | 12             |
| TEXAS RDHOUSE                                 | 15255 W MCDOWELL RD           | 2,250.1 ft                      | 12             |
| RED LOBSTER #6342                             | 15311 W MCDOWELL RD           | 2,558.39 ft                     | 12             |
| ARRIBA MEXICAN GRILL                          | 15370 W MCDOWELL RD           | 2,744.79 ft                     | 12             |
| CANTINA GUEROS GOODYEAR                       | 15375 W MCDOWELL RD           | 2,978.55 ft                     | 12             |
| OLIVE GARDEN ITALIAN RESTAURANT #1773         | 15411 W MCDOWELL RD           | 3,140.37 ft                     | 12             |
| QUIK TRIP #1417                               | 1540 N BULLARD Avenue         | 3,318.12 ft                     | 10             |
| TRU BY HILTON GOODYEAR                        | 1430 N BULLARD AVE            | 3,419.92 ft                     | 10             |
| BEVMO                                         | 15405 W MCDOWELL RD           | 3,544.43 ft                     | 9              |
| BEVMO                                         | 15405 W MCDOWELL RD           | 3,544.43 ft                     | 9S             |
| AKAIHANA SUSHI & GRILL                        | 2293 N PEBBLE CREEK PKWY      | 3,550.62 ft                     | 12             |
| RUBIOS FRESH MEXICAN GRILL #225               | 15479 W MCDOWELL RD           | 3,649.05 ft                     | 12             |
| SPRINGHILL SUITES BY MARRIOTT GOODYEAR        | 1370 N BULLARD AVE            | 3,703.8 ft                      | 11             |
| PF CHANG'S CHINA BISTRO                       | 14681 W MCDOWELL RD           | 3,732.39 ft                     | 12             |
| WALGREENS #12334                              | 1654 N PEBBLE CREEK PKWY      | 3,781.65 ft                     |                |
| AH-SO SUSHI & STEAK                           | 15475 W MCDOWELL RD           | 3,928.98 ft                     | 10             |
| CIRCLE K STORE #9528                          | 1550 N PEBBLE CREEK PKWY      | 4,062.26 ft                     | 12             |
| RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS | 14551 W MCDOWELL RD           | 4,344.12 ft                     | 9              |
| ROCK N ROLL SUSHI                             | 15611 W MCDOWELL ROAD STE 110 | 4,477.82 ft                     | 12             |
| BABBO ITALIAN EATERY                          | 15705 W MCDOWELL RD           | 5101.72                         | 12             |

| <b>Schools</b>       |                    |             |  |
|----------------------|--------------------|-------------|--|
| ARCHWAY TRIVIUM WEST | 2001 N BULLARD AVE | 3,347.99 ft |  |

### Series Legend:

Alternating Proprietorship (20)  
 Bar (6)  
 Beer & Wine Bar (7)  
 Beer & Wine Store (10)  
 Beer & Wine Store (10) with Sampling Privileges  
 Private Club (14)  
 Conveyance (8)  
 Craft Distiller (18)  
 Custom Crush (21)  
 Direct Shipment (17W)  
 Government (5)  
 Hotel (11)  
 Producer: In State (1)  
 Producer: Out of State (2)  
 Producer: Limited out of State (2L)  
 Producer: Out of State Winery (2W)  
 Producer: Out of State Microbrewery (2M)  
 Liquor Store (9)  
 Liquor Store (9) with Sampling Privileges  
 Microbrewery (3)  
 Restaurant (12)  
 Restaurant (12) with Growler Privileges  
 Special Event Contractor (SEC)  
 Wholesaler (4)  
 Winery (13)  
 Tasting Room (19)



1951 N Globe Dr. Goodyear AZ 85395

5,280 ft

1:18,056

- Liquor Store Sampling Beer and Wine Store

- 
- The image shows two horizontal number lines. The top number line is labeled with '0', '0.13', '0.25', and '0.5 mi'. The bottom number line is labeled with '0', '0.2', '0.4', and '0.8 km'. Both lines have tick marks at the labeled values and unlabeled intervals.

Clerk and Recorder  
City of Goodyear

ITEM #: 6.  
DATE: 06/10/2024  
AI #:2075



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: PARTIAL TERMINATION OF AN EXISTING DRAINAGE EASEMENT OVER LOT 33 OF THE FINAL PLAT FOR BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

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

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### **SUMMARY**

Request to terminate a portion of an existing drainage easement located within Lot 33 of the Final Plat for Ballpark Village-Wood Corporate Center.

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2409 CONDITIONALLY APPROVING THE TERMINATION OF A PORTION OF AN EXISTING DRAINAGE EASEMENT; PROVIDING AUTHORIZATION AND DIRECTION FOR RECORDATION; AND PROVIDING EFFECTIVE DATES OF THE TERMINATION AND RESOLUTION. (Kimberly Romero, Real Estate Coordinator)

### **FISCAL IMPACT**

There is no direct fiscal impact from the termination of a portion of an existing drainage easement, although there are indirect fiscal impacts that benefit the city in the form of tax revenues gained by the development of the apartment complex at the Diamond at Ballpark Village, which is being facilitated by the termination.

### **BACKGROUND AND PREVIOUS ACTIONS**

M&I Regional Properties, LLC dedicated to the city, a Nonexclusive Easement to Construct and Maintain Drainage Facilities (Lot 33) recorded in the official records of Maricopa County on June 20, 2013, as Instrument Number 2013-0565269 (the "Existing Drainage Easement"). A portion of the Existing Drainage Easement is located on Lot 33 of the Final Plat for Ballpark Village-Wood Corporate Campus (the "Property"), which is being developed.

### **STAFF ANALYSIS**



The development plans for the Property provide for new drainage facilities to be constructed within two locations within the Property. The Property owner will be providing two drainage easements needed for the construction of the replacement drainage facilities (the "Replacement Easements"). The new drainage facilities eliminate the need for the existing drainage facilities constructed within the Property pursuant to the Existing Drainage Easement, and the Property Owner has asked the city to terminate the Existing Drainage Easement as to the portion of the easement located within the owner's property.

Pursuant to A.R.S. § 9-402, the City Council of the City of Goodyear is vested with the power to dispose of city-owned easements that are no longer needed. Staff has determined that upon the City's receipt of the Replacement Easements, the Existing Drainage Easement over the portion of the Property is no longer needed. Resolution 2024-2409 allows for the partial termination of the Existing Drainage Easement over the Property upon receipt of the Replacement Easements. For the reasons set forth above, staff supports the adoption of Resolution 2024-2409 conditionally approving the partial termination of the Existing Drainage Easement subject to the satisfaction of the terms in Resolution 2024-2409.

---

### **Attachments**

Resolution with Exhibits A&B

## **RESOLUTION NO. 2024-2409**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY APPROVING THE TERMINATION OF A PORTION OF AN EXISTING DRAINAGE EASEMENT; PROVIDING AUTHORIZATION AND DIRECTION FOR RECORDATION; AND PROVIDING EFFECTIVE DATES OF THE TERMINATION AND RESOLUTION.

WHEREAS, the City is the beneficiary of a non-exclusive and temporary drainage easement dedicated to the City by that certain document titled Nonexclusive Easement To Construct and Maintain Drainage Facilities (Lot 33) recorded in the official records of Maricopa County on June 20, 2013, as Instrument Number 2013-0565269 (the "Existing Drainage Easement"); and

WHEREAS, a portion of the Existing Drainage Easement is located on Lot 33 of the Final Plat for Ballpark Village-Wood Corporate Campus (the "Property"), which is being developed; and

WHEREAS, the Grading and Drainage Plans for The Diamond at Ballpark Village (City Project number E23-01378) require the construction of drainage facilities in two different locations within the Property that will replace the existing drainage facilities located within the Property; and

WHEREAS, the Owner is required to provide the City with two new drainage easements for the replacement drainage facilities; and

WHEREAS, the owner of the property under development has requested that the Existing Drainage Easement over the portion of the property being developed be terminated; and

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

WHEREAS, the City staff has determined that upon the City's receipt of the new temporary drainage easements for the replacement drainage facilities to be constructed within the Property, the Existing Drainage Easement over the portion of the Property is no longer needed.

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

### **SECTION 1. FINDINGS**

The Goodyear City Council finds that the upon receipt of the two drainage easements in form approved by the City Attorney or his designee required for the construction of the drainage facilities that are to be constructed pursuant to the Grading and Drainage Plans for The Diamond at Ballpark Village (City Project number E23-01378) (the "Replacement Easements") the Existing Drainage Easement in the property legally described and depicted in Exhibit "A" attached hereto is no longer needed by the City.

### **SECTION 2. CONDITIONAL APPROVAL OF TERMINATION**

Subject to satisfaction of the conditions set forth herein, the Mayor and Council approve the termination of the easement granted the City, in the Nonexclusive

Easement to Construct and Maintain Drainage Facilities (Lot 33) in the property described and depicted on Exhibit "A," attached hereto and incorporated herein by this reference, and authorize and direct the City Manager to execute a Partial Termination and Release of Temporary Drainage Easement in the form attached hereto as Exhibit "B," upon satisfaction of the following:

1. A determination by the City Attorney or his designee that the information in the Beneficiary Consent and Tenant Subordination exhibits attached to the Replacement Easements is accurate, which shall be based on a current title report to be provided by the owner of the Property; and
2. The City's receipt of originals of the two replacement drainage easements, executed by the Property Owner, the lender, and tenant as reflected in the Beneficiary Consents and the Tenant Subordinations attached as exhibits to the replacement easements.

SECTION 3. RECORDATION AND EFFECTIVE DATE OF TERMINATION

Following the execution of the Partial Termination and Release of Temporary Drainage Easement by the City Manager, the City Clerk is directed to record the fully executed copy of the Partial Termination and Release of Temporary Drainage Easement with the office of the County Recorder of Maricopa County, Arizona at which time the termination of the easement described in Section 2 above shall become effective.

SECTION 4. EFFECTIVE DATE OF RESOLUTION

Resolution 2024-2409 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

EXHIBIT A

DRAINAGE EASEMENT ABANDONMENT LEGAL DESCRIPTION

# EXHIBIT "A"

## DRAINAGE EASEMENT ABANDONMENT LEGAL DESCRIPTION

BEING A PORTION OF LOT 33, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, BEING A BRASS CAP IN HANDHOLE, BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 33 AND THE POINT OF BEGINNING;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°07'38" WEST, A DISTANCE OF 296.00 FEET;

THENCE SOUTH 89°54'39" EAST, A DISTANCE OF 358.32 FEET;

THENCE SOUTH 49°14'16" EAST, A DISTANCE OF 228.85 FEET;

THENCE SOUTH 00°07'38" WEST, A DISTANCE OF 74.66 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 33, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 985.00 FEET, ALONG A CHORD BEARING OF SOUTH 83°27'55" WEST, FOR A CHORD DISTANCE OF 214.87 FEET;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE AND SAID SOUTH LINE, THROUGH A CENTRAL ANGLE OF 12°31'25", FOR AN ARC LENGTH OF 215.30 FEET TO A TANGENT POINT;

THENCE SOUTH 89°43'37" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 313.58 FEET;

THENCE NORTH 45°04'22" WEST, A DISTANCE OF 49.32 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 33;

THENCE NORTH 00°07'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 511.82 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3.067 ACRES, (133,599 S.F.)±.



TITLE: **XB05**  
SCALE: 1"=120'  
DATE: 11/8/23  
DESC: DRN. EASE.  
ABANDONMENT

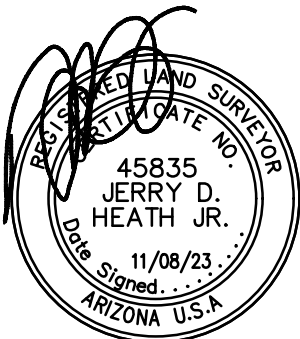
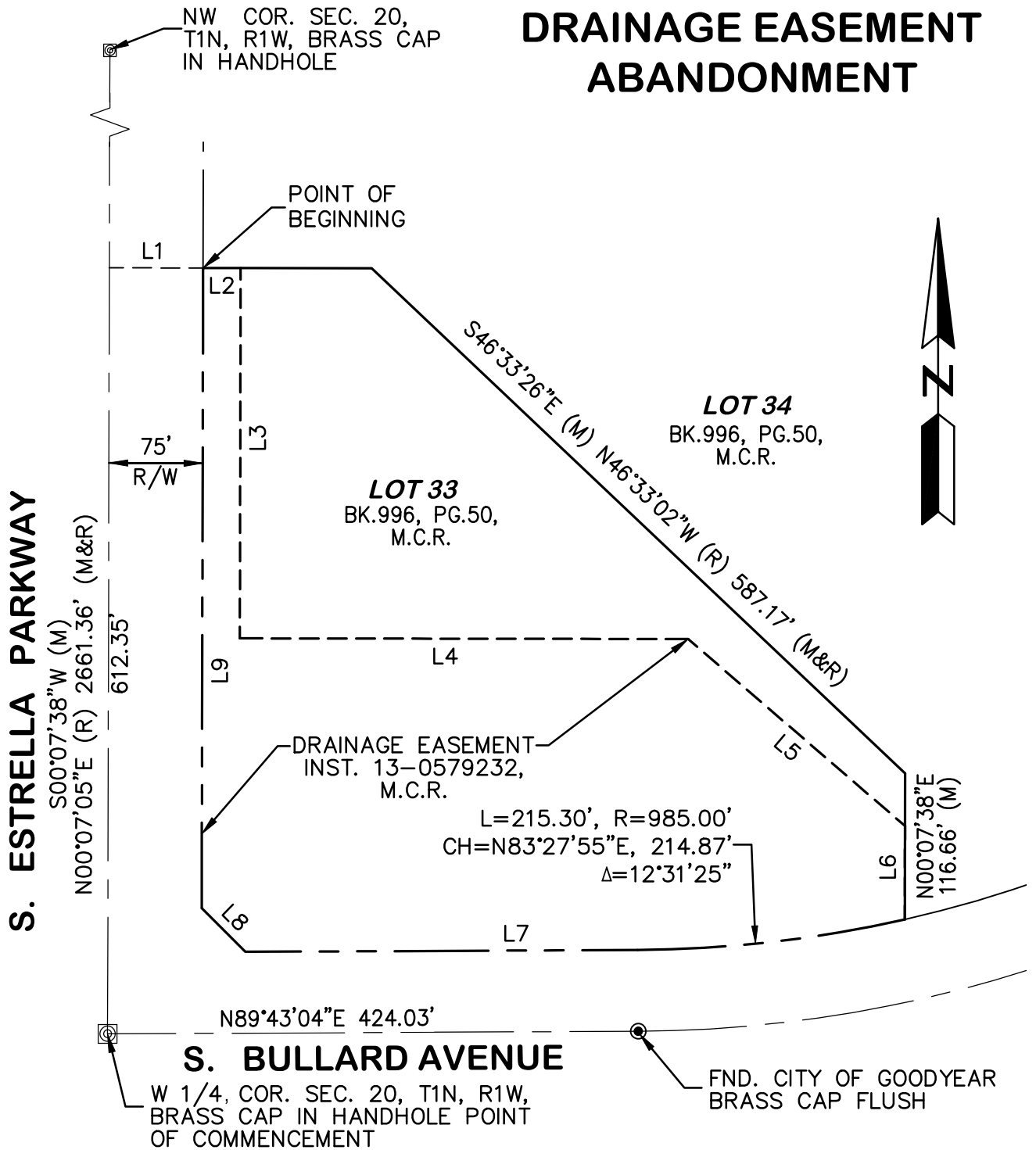
**HUNTER**  
ENGINEERING

10446 N. 74TH ST., SUITE 140  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.BOYD002

# EXHIBIT "B" DRAINAGE EASEMENT ABANDONMENT



TITLE: **XB05**  
SCALE: 1"=120'  
DATE: 11/8/23  
DESC: DRN. EASE.  
ABANDONMENT

**HUNTER**

ENGINEERING

10446 N. 74TH ST., SUITE 140  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
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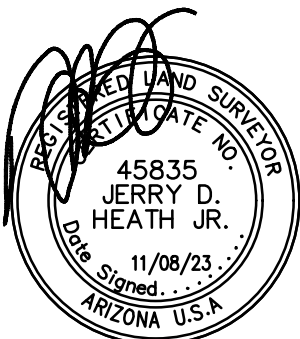
CIVIL AND SURVEY

PROJ.NO.BOYD002

# EXHIBIT "B"

## DRAINAGE EASEMENT ABANDONMENT

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S89°52'22"E | 75.00'   |
| L2         | S89°52'37"E | 30.00'   |
| L3         | S00°07'38"W | 296.00'  |
| L4         | S89°54'39"E | 358.32'  |
| L5         | S49°14'16"E | 228.85'  |
| L6         | S00°07'38"W | 74.66'   |
| L7         | S89°43'37"W | 313.58'  |
| L8         | N45°04'22"W | 49.32'   |
| L9         | N00°07'38"E | 511.82'  |



TITLE: **XB05**  
 SCALE: 1"=120'  
 DATE: 11/8/23  
 DESC: DRN. EASE.  
 ABANDONMENT

**HUNTER**  
 ENGINEERING

10446 N. 74TH ST., SUITE 140  
 SCOTTSDALE, AZ 85258  
 T 480 991 3985  
 F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.BOYD002

EXHIBIT B

PARTIAL TERMINATION AND RELEASE OF TEMPORARY DRAINAGE EASEMENT



When Recorded Mail to:

City of Goodyear  
City Clerk / KGR  
1900 N. Civic Square  
Goodyear, Arizona 85395  
QS-087A

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

## **PARTIAL TERMINATION AND RELEASE OF TEMPORARY DRAINAGE EASEMENT**

THIS PARTIAL TERMINATION AND RELEASE OF TEMPORARY DRAINAGE EASEMENT (the “Release”) is executed this \_\_\_\_ day of \_\_\_\_\_, 2024 by the CITY OF GOODYEAR, an Arizona municipal corporation (the “City”).

### **RECITALS**

A. The City is the beneficiary of a non-exclusive and temporary drainage easement dedicated to the City by that certain document titled Nonexclusive Easement To Construct and Maintain Drainage Facilities (Lot 33) recorded in the official records of Maricopa County on June 20, 2013, as Instrument Number 2013-0565269 (the “Existing Drainage Easement”).

B. A portion of the Existing Drainage Easement is located on Property that is being developed, and replacement drainage facilities are to be installed, and two new temporary drainage easements for the replacement drainage facilities are to be dedicated to the City.

C. The owner of the Property has requested that the Existing Drainage Easement over the portion of the Property legally described in Exhibit “A,” attached hereto and by reference made a part hereof (the “Easement Termination Area”) be terminated.

D. The City has determined that upon the City’s receipt of the new temporary drainage easements for the replacement drainage facilities that are to be installed, the Existing Drainage Easement over the Easement Termination Area is no longer needed.

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

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby terminates and releases its rights, title, and interests, granted the City, in the Nonexclusive Easement to Construct and Maintain Drainage Facilities (Lot 33) in the property described and depicted on Exhibit “A,” attached hereto and incorporated herein by this reference. The Existing Drainage Easement shall remain in full force

and effect as to all property described therein except for that portion of the property described in Exhibit "A," (i.e. the Easement Termination Area).

This Partial Termination and Release of the Existing Drainage Easement is not intended to, nor does it, release any rights, title, and/or interest the City may have in the property described in Exhibit A, attached hereto and incorporated herein by this reference, that arises by virtue of any other dedication or conveyance instrument recorded in the Official Records of the Maricopa County Recorder, other than the portion of the Existing Drainage Easements being released and terminated herein.

The page number on this document is exclusive of exhibits.

CITY OF GOODYEAR,  
an Arizona municipal corporation

By: \_\_\_\_\_  
Wynette Reed  
Its: City Manager

STATE OF ARIZONA            )  
                                          ) ss.  
County of Maricopa            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by Wynette Reed, the City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof.

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

Attest:

\_\_\_\_\_  
Darcie McCracken, City Clerk

Approved as to Form:

\_\_\_\_\_  
Roric Massey, City Attorney

*Exhibit on the Following Pages*

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**Easement Termination Area**

# EXHIBIT "A"

## DRAINAGE EASEMENT ABANDONMENT LEGAL DESCRIPTION

BEING A PORTION OF LOT 33, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, AS RECORDED IN BOOK 996 OF MAPS, PAGE 50, OFFICIAL RECORDS OF MARICOPA COUNTY RECORDER, LOCATED WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 20, MARKED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTHWEST CORNER OF SAID SECTION 20, TOWNSHIP 1 NORTH, RANGE 1 WEST, BEING A BRASS CAP IN HANDHOLE, BEARS NORTH 0°07'38" EAST, A DISTANCE OF 2661.36 FEET;

THENCE NORTH 00°07'38" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 20, A DISTANCE OF 612.35 FEET;

THENCE SOUTH 89°52'22" EAST, A DISTANCE OF 75.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 33 AND THE POINT OF BEGINNING;

THENCE SOUTH 89°52'37" EAST, A DISTANCE OF 30.00 FEET;

THENCE SOUTH 00°07'38" WEST, A DISTANCE OF 296.00 FEET;

THENCE SOUTH 89°54'39" EAST, A DISTANCE OF 358.32 FEET;

THENCE SOUTH 49°14'16" EAST, A DISTANCE OF 228.85 FEET;

THENCE SOUTH 00°07'38" WEST, A DISTANCE OF 74.66 FEET, TO A POINT ON THE SOUTH LINE OF SAID LOT 33, SAID POINT BEING THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 985.00 FEET, ALONG A CHORD BEARING OF SOUTH 83°27'55" WEST, FOR A CHORD DISTANCE OF 214.87 FEET;

THENCE SOUTHWESTERLY ALONG SAID NON-TANGENT CURVE AND SAID SOUTH LINE, THROUGH A CENTRAL ANGLE OF 12°31'25", FOR AN ARC LENGTH OF 215.30 FEET TO A TANGENT POINT;

THENCE SOUTH 89°43'37" WEST, CONTINUING ALONG SAID SOUTH LINE, A DISTANCE OF 313.58 FEET;

THENCE NORTH 45°04'22" WEST, A DISTANCE OF 49.32 FEET, TO A POINT ON THE WEST LINE OF SAID LOT 33;

THENCE NORTH 00°07'38" EAST, ALONG SAID WEST LINE, A DISTANCE OF 511.82 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINS 3.067 ACRES, (133,599 S.F.)±.



TITLE: **XB05**  
SCALE: 1"=120'  
DATE: 11/8/23  
DESC: DRN. EASE.  
ABANDONMENT

**HUNTER**  
ENGINEERING

10446 N. 74TH ST., SUITE 140  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.BOYD002

# EXHIBIT "B"

## DRAINAGE EASEMENT ABANDONMENT

**S. ESTRELLA PARKWAY**

S00°07'38"W (M)  
N00°07'05"E (R) 2661.36' (M&R)  
612.35'

NW COR. SEC. 20,  
T1N, R1W, BRASS CAP  
IN HANDHOLE

POINT OF  
BEGINNING

L1

L2

75'

R/W

L3

**LOT 33**

BK.996, PG.50,  
M.C.R.

**LOT 34**

BK.996, PG.50,  
M.C.R.

S46°33'26"E (M) N46°33'02"W (R) 587.17' (M&R)

L4

DRAINAGE EASEMENT  
INST. 13-0579232,  
M.C.R.

L=215.30', R=985.00'  
CH=N83°27'55"E, 214.87'  
Δ=12°31'25"

L5

L6

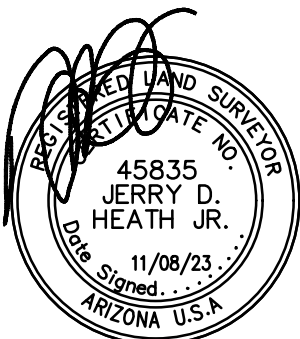
N00°07'38"E  
116.66' (M)

N89°43'04"E 424.03'

**S. BULLARD AVENUE**

W 1/4, COR. SEC. 20, T1N, R1W,  
BRASS CAP IN HANDHOLE POINT  
OF COMMENCEMENT

FND. CITY OF GOODYEAR  
BRASS CAP FLUSH



TITLE: **XB05**  
SCALE: 1"=120'  
DATE: 11/8/23  
DESC: DRN. EASE.  
ABANDONMENT

**HUNTER**

ENGINEERING

CIVIL AND SURVEY

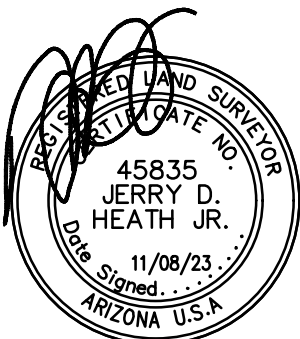
10446 N. 74TH ST., SUITE 140  
SCOTTSDALE, AZ 85258  
T 480 991 3985  
F 480 991 3986

PROJ.NO.BOYD002

# EXHIBIT "B"

## DRAINAGE EASEMENT ABANDONMENT

| LINE TABLE |             |          |
|------------|-------------|----------|
| LINE       | BEARING     | DISTANCE |
| L1         | S89°52'22"E | 75.00'   |
| L2         | S89°52'37"E | 30.00'   |
| L3         | S00°07'38"W | 296.00'  |
| L4         | S89°54'39"E | 358.32'  |
| L5         | S49°14'16"E | 228.85'  |
| L6         | S00°07'38"W | 74.66'   |
| L7         | S89°43'37"W | 313.58'  |
| L8         | N45°04'22"W | 49.32'   |
| L9         | N00°07'38"E | 511.82'  |



TITLE: **XB05**  
 SCALE: 1"=120'  
 DATE: 11/8/23  
 DESC: DRN. EASE.  
 ABANDONMENT

**HUNTER**  
 ENGINEERING

10446 N. 74TH ST., SUITE 140  
 SCOTTSDALE, AZ 85258  
 T 480 991 3985  
 F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.BOYD002

ITEM #: 7.  
DATE: 06/10/2024  
AI #:2065



## CITY COUNCIL ACTION REPORT

**SUBJECT: VACATE AND ABANDON A PORTION OF RIGHT OF WAY  
ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH  
LOCATED APPROXIMATELY 795 FEET EAST OF THE  
ESTRELLA PARKWAY INTERSECTION**

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

---

### OTHER PRESENTER(S):

Gerardo Villarraga, Senior Civil Engineer

### SUMMARY

Request to vacate and abandon right-of-way acquired for a section of West Goodyear Boulevard North located approximately 795 feet east of the Estrella Parkway.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of  
Community

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2407 VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH, GENERALLY LOCATED ALONG THE SOUTH SIDE OF WEST GOODYEAR BOULEVARD NORTH APPROXIMATELY 795 FEET EAST OF ESTRELLA PARKWAY; PROVIDING FOR RECORDATION AND EFFECTIVE DATES. (Kimberly Romero, Real Estate Coordinator)

### FISCAL IMPACT

There is no direct fiscal impact from the vacating and abandoning of the right-of-way, although there are indirect fiscal impacts that benefit the city in the form of tax revenues gained by the development of Ballpark Village North, which is being facilitated by the abandonment, and the elimination of the City's responsibility for maintaining the Abandonment Area.

## **BACKGROUND AND PREVIOUS ACTIONS**

On February 25, 2015, Sun MP Investment Properties LLC ("Sun MP") dedicated by Special Warranty Deed, recorded in the official records of Maricopa County as Instrument 2015-0120487 as right-of-way needed for the ultimate buildout of a section of West Goodyear Boulevard North. At that time, Goodyear Boulevard was classified as the City Center arterial, which required 75 feet (75') of right-of-way on each side of the center line. Following the relocation of the Goodyear City Center, Goodyear Boulevard was reclassified to a major collector that required 45 feet (45') of right-of-way on each side of the center lane.

## **STAFF ANALYSIS**

The city has been asked by the owner of property adjacent to a section of the property the city acquired from Sun MP to vacate and abandon a portion of West Goodyear Boulevard North (the "Abandonment Area"). Pursuant to A. R. S. § 28-7202, the Goodyear City Council is vested with the power to dispose of streets owned by the City that are not necessary for public use as roadway.

Because of the reclassification of Goodyear Boulevard, staff concluded that the Abandonment Area was no longer necessary for public use as a roadway. Staff has further concluded that no compensation is warranted for the vacating of the abandonment area because, given the degree of fragmentation and marketability of the real property interests being relinquished (i.e. fee interest rights within the Abandonment Area), the market value of the city's real property interests in the Abandonment Area is nominal and is off-set by other public benefits that the City will receive in the form of tax revenues gained by the development of VLUX North at Ballpark Village, the elimination of the City's responsibility for maintaining roadway improvements within the Abandonment Area, and relief from potential liability for property damages, injury or death that may occur within the Abandonment Area.

After concluding the Abandonment Area was no longer necessary for public use as a roadway, city staff contacted all utility and telecommunication providers who have agreements that would allow them to install facilities within city right-of-way about the request to vacate and abandon the Abandonment Area asking whether they had facilities in the area. The utility and telecommunication providers were told that the city would treat their failure to respond within the deadline provided as confirmation that the provider had no facilities within the Abandonment Area. City staff has received confirmations from certain utility and telecommunication providers that the providers had no facilities within the Abandonment Areas. The response deadline imposed by city staff has passed, and city staff is treating the non-response from other providers as confirmation that those providers have no existing facilities within the Abandonment Area. For the reasons set forth above, staff supports the vacating and abandonment of the Abandonment Area for no compensation.

---

## **Attachments**

Resolution with Exhibit



## **RESOLUTION NO. 2024-2407**

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, VACATING AND ABANDONING A PORTION OF RIGHT-OF-WAY ACQUIRED FOR WEST GOODYEAR BOULEVARD NORTH, GENERALLY LOCATED ALONG THE SOUTH SIDE OF WEST GOODYEAR BOULEVARD NORTH APPROXIMATELY 795 FEET EAST OF ESTRELLA PARKWAY; PROVIDING FOR RECORDATION AND EFFECTIVE DATES.

WHEREAS, by special warranty deed dated January 28, 2015 and recorded in the official records of Maricopa County as Instrument 2015-0120487, the City of Goodyear acquired fee ownership of certain property conveyed to it for Goodyear Boulevard North; and

WHEREAS, following the relocation of the Goodyear City Center and the rezoning of property adjacent to Goodyear Boulevard, the City of Goodyear reclassified Goodyear Boulevard from the City Center arterial to a major collector thereby reducing the amount of right-of-way needed for S. Goodyear Boulevard West; and

WHEREAS, the city has been asked by the owner of property adjacent to a section of the property the city acquired for West Goodyear Boulevard North to vacate and abandon a portion of West Goodyear Boulevard North as described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Abandonment Area"); and

WHEREAS, pursuant to A. R. S. § 28-7202, the Goodyear City Council is vested with the power to dispose of streets owned by the City that are not necessary for public use as roadway; and

WHEREAS, after concluding the Abandonment Area is no longer necessary for public use as roadway, city staff contacted all utility and telecommunication providers who have agreements that would allow them to install facilities within city right-of-way about the request to vacate and abandon the Abandonment Area asking whether they had facilities in the area; and

WHEREAS, the utility and telecommunication providers were told that the city would treat their failure to respond within the deadline provided as confirmation that the provider had no facilities within the Abandonment Area; and

WHEREAS, city staff has received confirmations from certain utility and telecommunication providers that the providers have no facilities within the Abandonment Areas, and city staff is treating the non-response from other providers as confirmation that those providers have no existing facilities within the Abandonment Area.

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

### **SECTION 1. FINDINGS**

The Goodyear City Council finds that the portion of West Goodyear Boulevard North legally described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Abandonment Area") is not necessary for public use as a roadway.

The Goodyear City Council further finds, that pursuant to A. R. S. § 28-7208, and having given due consideration of the degree of fragmentation and marketability of the real property interests being relinquished (i.e. fee interest rights within the Abandonment Area), that the market value of the city's real property interests in the Abandonment Area is nominal and is off-set by other public benefits the City will receive in the form of tax revenues gained by the development of Ballpark Village North, the elimination of the City's responsibility for maintaining roadway improvements within the Abandonment Area, and relief from potential liability for property damages, injury or death that may occur within the Abandonment Area.

SECTION 2. VACATING OF RIGHT-OF-WAY

Subject to the terms and conditions set forth below, the Mayor and Council of the City of Goodyear vacate and abandon the property dedicated for right-of-way for West Goodyear Boulevard North legally described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference (the "Abandonment Area"). Title to the vacated and abandoned right-of-way shall vest in the owners of abutting land pursuant to A. R. S. § 28-7205 subject to the same encumbrances, liens, limitations, restrictions, and estates as exist on the vacated and abandoned right-of-way prior to it being vacated and abandoned.

SECTION 3. RECORDATION AND EFFECTIVE DATE FOR VACATING ROADWAY

Following its effective date, the City Clerk is directed to record Resolution 2024-2407 and its exhibit with the office of the County Recorder of Maricopa County, Arizona at which time the vacating and abandonment of the Abandonment Area described in Section 2 above shall become effective.

SECTION 4. EFFECTIVE DATE OF RESOLUTION

This Resolution 2024-2407 shall be effective upon the date of its adoption by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona.

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

Exhibit "A"  
Abandonment Area

**LEGAL DESCRIPTION  
GOODYEAR BOULEVARD NORTH  
RIGHT OF WAY ABANDONMENT**

March 13, 2024  
Job No. 5965  
Page 1 of 1

AN ABANDONMENT OF A PORTION OF RIGHT OF WAY DEDICATED IN DOCUMENT NUMBER 2015-0120487, MARICOPA COUNTY RECORDS, ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 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 CITY OF GOODYEAR BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER OF SAID SECTION 8, BEARS SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 2,587.21 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 1,319.19 FEET;

THENCE DEPARTING SAID WEST LINE, SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG THE NORTH LINE OF SAID RIGHT OF WAY DEDICATION, A DISTANCE OF 627.00 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 26 MINUTES 40 SECONDS WEST, A DISTANCE OF 26.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST, A DISTANCE OF 168.93 FEET TO THE EAST LINE OF SAID DEDICATION;

THENCE SOUTH 00 DEGREES 33 MINUTES 32 SECONDS WEST, ALONG THE EAST LINE OF SAID DEDICATION, A DISTANCE OF 48.50 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST, ALONG THE SOUTH LINE OF SAID DEDICATION, A DISTANCE OF 168.83 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 48.50 FEET TO THE POINT OF BEGINNING.

SAID ABANDONMENT CONTAINS 8190 SQUARE FEET OR 0.188 ACRES, MORE OR LESS.



WEST 1/4 CORNER  
SECTION 8, T.1N., R.1W.  
FOUND CITY OF GOODYEAR  
BRASS CAP IN HANDHOLE



| LINE TABLE |             |         |
|------------|-------------|---------|
| LINE       | DIRECTION   | LENGTH  |
| L1         | S89°26'28"E | 168.93' |
| L2         | S00°33'32"W | 48.50'  |
| L3         | N89°26'28"W | 168.83' |
| L4         | N00°26'40"E | 48.50'  |
| L5         | S00°26'40"W | 26.50'  |
| L6         | N00°33'32"E | 26.50'  |
| L7         | S89°26'28"E | 168.98' |

FOUND CITY OF GOODYEAR  
BRASS CAP IN HANDHOLE

FOUND CITY OF GOODYEAR  
BRASS CAP IN HANDHOLE

75' R/W  
BK. 533,  
PG. 37

**W. GOODYEAR BLVD NORTH**

S89°26'28"E 795.98'  
75' R/W 627.00'  
DOC. 15-0120487

L5 (TIE)

L7

L1

L3

L6 (TIE)

POINT OF  
BEGINNING

APN 500-04-011M  
OWNER: UNITED STATES POSTAL SERVICE  
DOC. 1999-1045300, M.C.R.  
NOT A PART

APN 500-09-149  
OWNER: GOODYEAR 27 LLC  
DOC. 2021-0790009, M.C.R.  
NOT A PART

**S. ESTRELLA PARKWAY**

**W. HADLEY STREET**

**W. YUMA ROAD**

SOUTHWEST CORNER  
SECTION 8, T.1N., R.1W.  
FOUND CITY OF GOODYEAR  
BRASS CAP IN HANDHOLE  
POINT OF COMMENCEMENT

S89°26'30"E 2587.21'  
BASIS OF BEARING

SOUTH 1/4 CORNER  
SECTION 8, T.1N., R.1W.  
FOUND BRASS CAP FLUSH

**RICK**  
ENGINEERING COMPANY

2401 W. PEORIA AVE, STE 130  
PHOENIX, AZ 85029  
602.957.3350

rickengineering.com

San Diego - Riverside - San Luis Obispo - Sacramento - Orange - Tucson - Phoenix - Las Vegas - Denver

**LEGAL DESCRIPTION  
RIGHT OF WAY  
ABANDONMENT  
GOODYEAR, ARIZONA**

PROJECT NO: P5965

|             |     |        |           |
|-------------|-----|--------|-----------|
| DRAWN BY:   | CRS | SCALE: | N.T.S.    |
| CHECKED BY: | MAB | DATE:  | 3/13/2024 |

ITEM #: 8.  
DATE: 06/10/2024  
AI #:2028



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: LICENSE AGREEMENT TO USE PHOENIX POLICE DEPARTMENT  
PHOENIX EMERGENCY VEHICLE OPERATIONS CENTER**

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

---

### **SUMMARY**

Agreement between the City of Goodyear and the City of Phoenix for use of the Phoenix Emergency Vehicle Operations Center

### **STRATEGIC PLAN ALIGNMENT**



Quality of Life

### **RECOMMENDATION**

Approve the Revocable License and Hold Harmless Agreement between City of Goodyear and City of Phoenix Police. (Art Miller, Interim Chief of Police)

### **FISCAL IMPACT**

The training that will occur at the Phoenix Emergency Vehicle Operations Center (EVOC) is included as a part of the Police department's FY2025 budget. No additional funding is required to use the EVOC.

### **BACKGROUND AND PREVIOUS ACTIONS**

The police department was in an agreement with Phoenix Raceway to use the driving track that allowed the department to practice officer driving techniques. In 2022, the Raceway changed the user agreement to include terms that were not acceptable by the City's legal department and therefore the agreement was terminated. The department has been looking for another suitable location to continue driving training.

### **STAFF ANALYSIS**

After researching other driving tracks in the valley, the track located at the Phoenix Police Department Emergency Vehicle Operations Center provides an adequate area for officer training. The department is required to schedule the track through the Phoenix Police Department, at no cost to the Goodyear Police Department for use of the track. The contract is for one year from the date of execution and can be terminated by either party for convenience with a notice of termination.

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### **Attachments**

Phoenix Track Driving Agreement

## REVOCABLE LICENSE AND HOLD HARMLESS AGREEMENT

THIS LIMITED ACCESS AND REVOCABLE LICENSE AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the City of Phoenix, an Arizona municipal corporation (the "City" or "Licensor") and the City of Goodyear, an Arizona municipal corporation and the Goodyear Police Department ("Goodyear" or "Licensee")(collectively referred to as the "Parties" or individually as a "Party").

### RECITALS

1. The City and the City of Phoenix Police Department owns and operates property located at 8645 W Broadway Rd., Phoenix, AZ 85353, known as the Phoenix Emergency Vehicle Operations Center ("EVOC" or "Premises").
2. Goodyear has requested to utilize the Premises for training law enforcement personnel, including Goodyear police officers and police recruits.
3. The City recognizes the mutual benefit of cooperative law enforcement efforts and is willing, subject to the terms and conditions of this Agreement, to provide Goodyear the right to use the Premises for the stated purpose.
4. The City wishes to preserve the right to have access to and use of the Premises.
5. The City and Goodyear desire to define, create, and establish the rights and obligations of the Parties with respect to the Licensee's use of the Premises.

**NOW, THEREFORE**, for good and valuable consideration, the Parties mutually agree as follows:

### AGREEMENT

1. **Recitals.** The above recitals are true and correct and incorporated herein by this reference.
2. **Term and Termination.** The term of this Agreement ("Term") shall commence on the date of final signature of the Parties ("Commencement Date") and shall end on the earlier to occur of either one (1) year from the Commencement Date or upon written notice of termination from the terminating Party to the other Party. Either Party may terminate the Agreement for convenience and notice of termination shall be considered final and shall not be appealable. In the event of emergency or in consideration in the best interest of the Phoenix Police Department (PPD), the PPD Chief of Police, or their designee, may terminate this Agreement and all rights contained herein without notice and will provide notice of Termination to Licensee as soon as practicable.



### **3. Grant of License.**

- a. The City hereby grants to Licensee the right to use the designated area(s) of "EVOC" within the Premises for law enforcement training exercises as may be reasonably required to the extent that such use does not interfere, impede, or otherwise disrupt City operations or services including the ability to place all necessary personnel and equipment on City property, provided Licensee agrees to remove the same after completion of their scheduled activity or if immediate removal is requested by the City or the Chief of Police or their designee, provided Licensee restores the Premises, and any improvements disturbed by such activity, to its former condition within thirty (30) days from the date the City provides written demand for such restoration. Licensee may also have access through the halls, corridors and adjacent areas not covered by this Agreement for entry, exit, and preparation of the contemplated training activities.
- b. Nothing in this Agreement shall be deemed to create a property right for Licensee to the Premises or any other portion of City owned property, nor to permit Licensee use of any area beyond the designated area of the Premises.
- c. Nothing in this Agreement shall be construed as giving Licensee any exclusive rights or privileges. Licensee's use of the Premises shall be subordinate to the City's use of the Licensed area(s).
- d. Licensee shall provide, in advance, a tentative schedule of training and the City agrees that Licensee will have reasonable access to the Premises in accordance with the agreed upon dates and times, which may be subject to change by Licensee as needed and with notification to the City in accordance with this Agreement.
- e. This Agreement and License may not be transferred, assigned, or sub-licensed, and any purported transfer, assignment, or sublicense is void.

### **4. The City shall maintain:**

- a. the right to restrict access to areas of City property, City facilities, City records, or equipment; and
- b. right to require immediate removal of installed furnishings, equipment, weapons, vehicles, and all property ("Equipment"), and temporary structures if this License is revoked or if circumstances require removal due to Phoenix Police Department necessity.

### **5. Licensee Responsibilities.**

- a. Licensee is responsible for and will maintain custody of all of Licensee's equipment, weapons, vehicles, and all property ("Equipment") brought onto the Premises and onto adjacent areas of the Premises for the purposes contemplated in this Agreement and Licensee assumes all liability for any and all damage or loss incurred. Equipment

and any other personal property located in Premises belonging to Licensee may be located on Premises at the sole risk of the Licensee, and City will not be liable for damage, theft, misappropriation, or loss to Equipment except for damage caused by City's gross negligence or willful acts, errors, or omissions.

- b. Licensee is solely responsible for all Licensee personnel and personnel related to and participating in their training events.
  - c. Licensee will conduct the training exercises and all associated activities at its sole cost and expense, including, but not limited to, all work necessary for planning, selection of support personnel and equipment, scheduling, and management and execution of the Training Operation. The City shall bear no cost of the same.
  - d. Licensee is responsible for planning and handling the coordination for each law enforcement training exercise and is responsible for providing the contact information of the assigned Exercise Coordinator for each training event. Licensee will provide continuous liaison and coordination during the use of the Premises and shall meet to discuss any required preparations and the scope of the law enforcement training activities before the commencement of each exercise.
  - e. Licensee agrees that safety is of the highest concern during all phases of the exercises and agrees that they will employ safe and sound operating procedures and no training will be conducted at the expense of appropriate and acceptable safety standards and procedures. Licensee will coordinate with local medical and emergency facilities to be ready and available to respond to accidents and emergencies, to include medical response for Licensee personnel and hazardous waste cleanup.
  - f. Licensee will ensure that environmental protection measures are set into place during each exercise. Licensee will provide initial containment and begin initial documentation for any hazardous spills, no matter the size or quantity, associated with the exercises and shall notify the City of such spills as soon as practicable but prior to departure from the Property. Any spill quantity reaching external agency reporting thresholds will be done by Licensee as specified by and in accordance with applicable federal and state requirements. Licensee will also be responsible to provide spill or hazardous waste response in accordance with all applicable federal and state requirements.
  - g. Licensee will provide an onsite Exercise Coordinator to act as a facilitator between Licensee and City personnel to coordinate administrative issues and requests.
6. The City agrees to coordinate access to the Premises that can reasonably accomplish Licensee's mission and provide a Liaison Officer to act as a facilitator between the Parties and City personnel to coordinate administrative issues and requests.
7. **Condition of Premises; Assumption of Risk.** Premises are made available to Licensee "AS IS", "WHERE IS" and "WITH ALL FAULTS" in their present condition and City shall not be required to do any work to make ready the Premises for Licensee use thereof. Licensee

shall enter upon the Premises at its own risk, and City shall not be held responsible or liable for injury, damage, or loss incurred by Licensee arising out of or in connection with Licensee activities under this Agreement.

8. **Notice of Hazardous Conditions.** City makes no representation that the Premises is suitable for performing the law enforcement training exercises ("Licensed Activity"). Licensee representatives will inspect and evaluate the suitability and safety of the Premises prior to the Licensed Activity. Licensee acknowledges that the Premises may contain hazardous conditions. Any question of City's liability for damage or destruction to Licensee property or equipment, or injury to or death of Licensee employees, or participants in the Licensed Activity will take into account City's lack of any representations regarding the suitability and safety of the Premises, the duty of the Licensee to inspect and evaluate the Premises, and the Licensee notification, including within this agreement, of possible hazardous conditions when considering whether City breached any duty owed to Licensee that resulted in damage or injury.
9. **Notices and Communications.** All notices and other communication related to this Agreement shall be delivered to the Parties' representative at the telephone number, e-mail address, or mailing address specified below. All such communication shall be deemed to have been duly given (a) when transmitted if transmitted by telephone or e-mail before 5:00 p.m. PST (otherwise the next business day); (b) when delivered, if personally delivered; or (c) in the case of a mailed notice, three (3) business days after the date deposited in the U.S. Mail, postage prepaid. Telephone and e-mail communications are encouraged, but modification or termination of this agreement must be made in writing and delivered by courier or U.S. Mail to the following addresses. Either party may change its contact information by giving written notice to the other party.

CITY:  
Phoenix Police Department  
620 W. Washington St. 4<sup>th</sup> Floor Phoenix,

CITY OF GOODYEAR POLICE DEPT:  
11 N. 145<sup>th</sup> Ave. Goodyear, AZ

Attn: Michael G. Sullivan  
Phoenix Police Chief  
Telephone: (602) 262-7626  
Fax: (602) 495-0356

Notwithstanding the foregoing, in the event City notifies Goodyear to immediately terminate a law enforcement training exercise, such notice may be conveyed to Goodyear by an employee of City either in person or by telephone and shall be effective immediately.

**10. Site Survey and Inspection.**

- a. The Parties agree that the City does not grant the right to use timber or any other



products of the land. Licensee will not modify any terrain or vegetation on the property. This includes, but is not limited to, digging, trenching, and ground disturbing activities. The Parties agree that Licensee law enforcement personnel will only travel and park vehicles in designated areas and travel upon approved/authorized roads or areas. All equipment, vehicles, supplies and other Goodyear property placed on the Premises and at EVOC will be removed before the expiration of this Agreement, upon request of the Phoenix Chief of Police or their designee, or within a reasonable time thereafter if unforeseen circumstances prevent prompt removal.

- b. Licensee shall promptly the City prior to any use, entry, or occupancy in accordance with the **agreed upon schedule** and no less than thirty (30) days in advance. Direct notification by the Parties' points of contact (POC) is authorized. Normal operations permitting, the City will grant access to the property to Licensee's representatives at least seventy-two (72) hours prior to the training to inspect and evaluate the suitability and safety of the property for the proposed training. The Parties agree to conduct a joint walkthrough of the property prior to each scheduled training and will document any prior existing damage, dangers, hazards, or defects to located on the Premises.
- c. Within seventy-two (72) hours after a training event, representatives of each Party will conduct a second joint inspection to discuss cleanup and repair issues, if any. After the training event, Licensee will make a reasonable effort to return the condition of the Property to its status at the time it took possession, in accordance with Section 3 above. If any action of the Licensee's employees or agents in the exercise of this Agreement results in damage to the real property, Licensee will, at its option, either repair such damage or make an appropriate settlement with the City. In no event shall such repair or settlement exceed the fair market value of the real property at the time immediately preceding such damage. The provisions of this clause are without prejudice to any rights the City may have to make a claim under applicable laws or any other damages than provided herein.

11. **Public Record.** The parties acknowledge, accept, and agree that they are both subject to the Arizona Open Meeting Law, Arizona Revised Statutes (A.R.S.) §§ 38-431 through 38-431.09 and the Arizona Public Records Act, A.R.S. §§ 39-121 through 39-161, as amended from time to time. Information provided to the City may be subject to public record requests and may be disclosed and preserved as a public record when it is made or received by a governmental agency in pursuance of law or in connection with the transaction of public business and preserved by the agency or its legitimate successor as evidence of the organization, functions, policies, decisions, procedures, operations, or other activities of government. Where the City is the Recipient, the Discloser must clearly mark or designate Confidential Information as such to invoke the terms of this Agreement.

12. **Document Execution.** The Parties, or their duly authorized representatives, may have executed this Agreement in multiple original counterparts and in such case, each counterpart shall be deemed to be an original document for all purposes. Executed copies of this Agreement submitted to a party via electronic means, including, but not limited to, facsimile, PD, or other electronic files, shall be completely valid and fully enforceable.

13. **Termination.** The City may terminate this Agreement at any time and for any

reason, by giving Licensee written notice.

14. **Implied Contract Terms.** Every provision of law and any term required by law to be in this Agreement shall be read and enforced as though it were included. If a term is not included by mistake or any other reason, upon application by either Party, the Agreement shall be amended to include the term.
15. **Amendment.** This Agreement may only be amended in writing, with notice given to the Party representative named above.
16. **Governing Law; Forum; Venue:** This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern their interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced, and maintained in the state or federal courts of the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.
17. **Third-Party Beneficiary Clause.** The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any right of the public or any member thereof as a third Party beneficiary who is not an individual participating in the licensed activity and training, nor to authorize anyone not a Party, other than individuals participating in the licensed activity and training, to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.
18. **Transactional Conflict of Interest.** In addition to any termination and cancellation provisions, the Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.
19. **No Joint Venture.** No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.
20. **Assignment and Delegation.** Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement. The City agrees to allow Licensee to use EVOC under Goodyear Police Department supervision.
21. **Independent Contractor Status.** The Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Goodyear nor any of Goodyear's agents, employees, contractors, subcontractors, volunteers, or helpers will be deemed to be the employee, agent, or servant of the City. To the extent applicable by law, neither City nor any of City's agents, employees, contractors, subcontractors, volunteers, or helpers will be deemed to be the employee, agent, or servant of Goodyear.



22. **Discrimination Prohibited.** Licensee agrees to abide by the provisions regarding discrimination in the Phoenix City Code Chapter 18, Article V as amended. Licensee must not, in its use of Premises, discriminate against any person on the ground of actual or perceived race, color, ethnicity, national origin, sex, religion, age, sexual orientation, gender identity, veteran status, disability, marital status, or familial status.
23. **Workers' Compensation.** Pursuant to A.R.S. §23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The agency which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the agency solely liable for payment of all workers' compensation and related benefits.
24. **Severability.** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.
25. **Non-Waiver.** Any City delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions.
26. **Compliance with Laws.** Licensee will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.
27. **Conduct.** Any use made of Premises pursuant to this Agreement must be in a manner satisfactory to the City and in accordance with any restrictions the City may impose. Licensee must refrain from interfering with City's operations at Locations and the convenience of the public or jeopardizing the safety of any persons or property at Locations.
28. **Drug Free Workplace.** The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
29. **Immigration Requirements.** The Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.
30. **Disposition of Property.** Upon cancellation or termination of this agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on such partial or complete termination.

31. **Legal Worker Requirements.** The City is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, Licensee shall ensure that:

- a. Each subcontractor Licensee uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,
- b. A breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the City.
- c. The City will have the legal right to inspect the papers of Licensee and any Licensee contractor or subcontractor who work(s) on this Agreement to ensure that the Licensee or Licensee contractor or subcontractor is complying with this Section.

32. **Indemnification and Release.**

- a. **CLAIMS RELEASE:** LICENSEE DESIRES TO DELIVER THE LICENSED ACTIVITY AT CITY LOCATION AND IN CONSIDERATION THEREOF, LICENSEE HEREBY UNCONDITIONALLY RELEASES AND FOREVER DISCHARGES THE CITY OF PHOENIX, THEIR RESPECTIVE ELECTED OFFICIALS, BOARDS, COMMISSIONS, SUBSIDIARY AGENCIES, OFFICERS, EMPLOYEES, MEMBERS, AGENTS, VOLUNTEERS, AND REPRESENTATIVES (HEREINAFTER "RELEASEES") FROM ANY AND ALL MANNER OF CLAIMS, LIABILITIES, AND CAUSES OF ACTION WHICH IT MIGHT HAVE AGAINST SAID RELEASEES AS A RESULT OF ANY INJURY OR DAMAGES SUSTAINED BY THE LICENSEE, ITS EMPLOYEES, OR PARTICIPANTS WHILE PARTICIPATING IN THE PROGRAM, IN TRAVELING TO OR FROM CITY AND CITY PREMISES, OR IN ANY WAY RESULTING FROM THE PARTICIPATION IN THIS AGREEMENT AND LICENSED ACTIVITY EITHER DURING OR AFTER ANY OF LICENSEE EMPLOYEES PARTICIPATION IN IT, EXCEPT FOR INJURIES AND DAMAGES RESULTING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF RELEASEES.
- b. **Hold Harmless and Indemnification.** Licensee, for itself and its members, and on behalf of its affiliates, and assigns, fully and forever releases, discharges, and covenants not to sue the City and its officers, officials, directors, agents and employees (collectively, the "Indemnitees") for any claim, liability, demand, cause of action, obligation of whatever kind or nature, whether known or unknown, foreseen or unforeseen, whether at law or in equity, which Licensee has or may have against the Indemnitees related to loss of life, personal injury, damage to or loss of property, and/or any other damage arising from or out of any occurrence related to Licensed Activity or on Premises. If Locations or any of the Indemnitees are made a party to any litigation, arbitration or other proceeding commenced by Licensee or a third party, or against Licensee arising from or out of any

occurrence related to the Licensed Activity or on Premises, Licensee shall indemnify, defend, protect, and hold the Indemnitees harmless from any judgment, award, or settlement, and shall pay all costs, expenses, and attorney's fees incurred or paid by any of the Indemnitees in connection with such litigation. Further, Licensee shall notify the City within one (1) business day if Licensee receives a claim arising from or out of any occurrence related to the Licensed Activity or on Premises. City shall not be liable to Licensee for any injury, damage, or loss arising out of or in any way related to any act, omission, or negligence of other licensees of Locations or invitees of Locations. Licensee's obligation to indemnify the Indemnitees as herein provided shall survive the expiration or earlier termination of this Agreement for acts or omissions occurring prior to such expiration or termination.

33. **Liability.** If any action of Licensee's employees, affiliates, agents, contractors, or subcontractors in the exercise of this Agreement results in damage to the real property, Licensee will either repair such damage or make an appropriate settlement with the City. In no event shall such repair or settlement exceed the fair market value of the fee title to the real property at the time immediately preceding such damage. Licensee's liability under this clause is subject to the availability of appropriations for such payment, and nothing contained in this agreement may be considered as implying that Licensee's funding sources will appropriate funds at a later date sufficient to meet any deficiencies.

The provisions of this clause are without prejudice to any rights the City may have to make a claim under Arizona Revised Statutes §12-820 through §12-826, as appropriate, for any damages other than those provided for herein.

**The City shall not be responsible or liable for injuries to persons or damage to persons or property when such injuries or damages are caused by or result from Goodyear's use of the premises under the terms of this Agreement and are not due to the negligence of the City.**

34. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties, there being no other terms, oral or written, except as herein expressed. This Agreement supersedes all other right of entry and license agreements between the Parties, either oral or in writing.
35. **Counterparts.** This Agreement may be executed in counterparts and each counterpart constitutes an original document.
36. **Amendments.** This Agreement may be amended, changed, or modified only by written amendment executed by the Parties.



**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the Effective Date.

**CITY OF PHOENIX**

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

Michael G. Sullivan, Interim Police Chief

**CITY OF GOODYEAR**

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

Art Miller, Interim Police Chief

**APPROVED AS TO FORM:**

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

Julie Kriegh, City Attorney

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

Anthony Polse, City Attorney

ITEM #: 9.  
DATE: 06/10/2024  
AI #:2035



## CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE MARICOPA COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES IN THE SONORAN VALLEY**

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

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### SUMMARY

Intergovernmental Agreement between the City of Goodyear and the Maricopa County Sheriff's Office for law enforcement services in the Sonoran Valley

### STRATEGIC PLAN ALIGNMENT



Quality of Life

### RECOMMENDATION

Approve Intergovernmental Agreement (IGA) with Maricopa County Sheriff's Office (MCSO) for law enforcement services in the Sonoran Valley. (Art Miller, Interim Chief of Police)

### FISCAL IMPACT

The cost of the MCSO Sonoran Valley IGA is \$350,127.70, which has been included as a part of the Police department's budget for FY2025.

### BACKGROUND AND PREVIOUS ACTIONS

The city has been in an agreement with the Maricopa County Sheriff's Department to provide law enforcement services since 2008. This agreement allows MCSO to provide patrol and provide emergency response to the Goodyear residents of Mobile and the surrounding areas. The current contract expires on June 30, 2024.

### STAFF ANALYSIS

The city does not have the required road infrastructure to allow for the police department staffing to respond to calls for service in a timely manner. After evaluating current staffing and the response time to the Sonoran Valley area, the department determined that the IGA with MCSO for law enforcement services in the Sonoran Valley should continue. This IGA allows MCSO to provide patrols and faster response to the needs of the residents of the area.

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### **Attachments**

IGA between MCSO and City of Goodyear

**AGREEMENT FOR LAW ENFORCEMENT SERVICES**

**BETWEEN THE CITY OF**

**GOODYEAR**

**AND**

**MARICOPA COUNTY**

**on behalf of the Sheriff's Office**

**C-50-24-\_\_\_\_-X-00**

**July 1, 2024 through June 30, 2027**

**Plus One, Three-Year Automatic Renewal**

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**Agreement for Law Enforcement Services  
between City of Goodyear  
and Maricopa County  
on behalf of the Sheriff's Office  
C-50-24-\_\_\_\_-X-00**

THIS INTERGOVERNMENTAL AGREEMENT FOR LAW ENFORCEMENT SERVICES (this "Agreement") is made and entered into \_\_\_\_\_, 2024 between the City of Goodyear, an Arizona municipal corporation ("Goodyear" or "City") and Maricopa County, a political subdivision of the State of Arizona (the "County") on behalf of the Maricopa County Sheriff's Office ("MCSO"), together the "Parties."

**RECITALS**

WHEREAS, Goodyear has the jurisdiction and responsibility, pursuant to the laws of the State of Arizona, to provide for public health, safety, and the welfare of the people and property within its corporate boundaries, including, but not limited to police protection; and

WHEREAS, Maricopa County has provided continuous contracted Law Enforcement Services for a certain area for the City of Goodyear for many years and the current contract will expire June 30, 2024; and

WHEREAS, Goodyear desires to enter into this Agreement with Maricopa County whereby the Maricopa County Sheriff's Office will provide Law Enforcement Services to Goodyear; the following terms and conditions are provided.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

**I. GENERAL PROVISIONS**

**A. Definitions**

As used throughout this Agreement, the following terms shall have the meanings set forth in this Section:

**Agreement** means this document and all attachments hereto.

**Annual Cost Notification Letter** means the letter from the MCSO to the City that is issued by February 20 of each year with the updated Worksheet **Exhibit A**, indicating the costs for the next fiscal year.

**Automatic Renewal Period** means the period of time following the Initial Term of this Agreement as established in Section D. below whereby this Agreement automatically renews for another term if neither party has provided notice to discontinue.

**Basic Law Enforcement Services** means patrol, responses to emergency calls, incident response, calls for service responses, arrests of suspects, dispatch and communications services, crime investigations, community crime prevention and awareness programs and activities; and vacation watch.

**Beat** means the basic increment of Law Enforcement Services used in determining service levels and cost. One beat = 1 deputy posted 24 hours per day x 7 days per week. One beat of service requires five (5) Law Enforcement Officer FTE to staff plus corresponding FTE increments from the FTE staffing requirements plus corresponding facilities, vehicles, equipment, supplies, technology, and dispatch communication services.

**Board** means the Maricopa County Board of Supervisors or “BOS”.

**Calendar Year** means a twelve-month period beginning January 1 and ending December 31.

**City** means Goodyear, an Arizona municipal corporation.

**City Chief of Police** means the City’s Chief of Police of the City of Goodyear, or his/her authorized designee.

**City Council** means the Mayor and City Council of the City of Goodyear.

**City Manager** means the City Manager of the City of Goodyear or authorized designee.

**Complaint** means an allegation of employee misconduct. The complaint may be made verbally or in writing, in person, by phone, by mail, or online; and may be by the individual complainant, someone acting on the complainant’s behalf or anonymously; and with or without a signature.

**Contracted Level of Service** means the number of beats or fractions of beats and the component resources that support the Agreement and are incorporated in Worksheet Exhibit A.

**County** means Maricopa County, a political subdivision of the State of Arizona.

**Day** means calendar day.

**Deputy** means sworn Law Enforcement Officer (LEO) for the Maricopa County Sheriff’s Office and can also be referred as “Detective”; “School Resource Officer”; and “Traffic Enforcement Officer.”

**District** means MCSO designated regional sub-division for County Law Enforcement that is supported by a designated substation or stations depending on the size and population of the area serviced.

**District Commander** means the Captain or designated Commander with a rank of Lieutenant or higher of the Sheriff’s Office or, if applicable, the substation located within the corporate limits of City or City from which Law Enforcement Services for this Agreement are conducted.

**Fiscal Year** means a twelve-month period beginning July 1 through June 30.

**FTE (full time equivalent)** is a standard measure of unit for budgeted personnel that makes workloads comparable across the organization.

**FTE Staffing Requirements** means the calculated allocation of FTE per market range title/position per “unit” (e.g., beat, position type) required to staff one Beat of service for basic law enforcement service.

**Indirect Cost Recovery** means a predetermined percent applied to this contract’s direct service costs to recover MCSO general administrative services costs such as Human Resources; Budget and Finance; Procurement; Executive Administration; Professional Standards Bureau, Sworn Officer Training; Risk Management; Fleet Management; and certain technology costs, which are not covered elsewhere in this Agreement.

**Initial Term** shall have the meaning set forth in **Section I, Subsection C**, below.



**Non-Renewal Notice** means an official communication by either party to the other party by April 15 of the last year of the Initial Term stating they do not desire the automatic renewal term to take effect.

**Optional Law Enforcement Services** means continuing additional positions requested by the City for service beyond the FTE Staffing Requirements for Basic Law Enforcement Service, and generally limited to contracts of one beat of service or more. Examples include traffic deputies, School Resource Officers, Community Policing Deputies, Crime Analysts, supplemental Clerical, and additional supervisory positions.

**Other Law Enforcement Services** means supplemental and/or specialized law enforcement resources that are available within MCSO and deployed as necessary in special situations. Or that occur daily and are not included in Worksheet Exhibit A. Examples include: Aircraft--helicopter and drones; Bomb Squad, Canine, Command Posts; Counter Terrorism; Crime Lab; Mounted Patrol; Posse Coordination; Property and Evidence; Special Investigations Division, Specialized Weapons and Tactics (S.W.A.T.); Traffic Enforcement methods and Accident Investigations; and required Arizona Peace Officer Standards Training to maintain certifications, Records and ID, and prisoner transport.

**Report** means a regular (monthly, annual) Sheriff's Office communication that includes calls for service, crime, criminal activity, arrests, response times in report format to the City compared with information and crime statistics from previous periods.

**Sheriff's Office** means the Maricopa County Sheriff and those functions, activities and facilities for which he has responsibility, also referred to as MCSO.

**Staffing Allocation Factor** means the FTE to staff one of three types of posts: 24-hour /7 post (5) FTE; 8 hour/ 7 day post (1.67) FTE; an 8 hour /5 day post (1.19) FTE.

**Transitional Start Up Phase** means any time period up to 12 months between when the Agreement or an amendment to the Agreement to increase services is approved through the time that contracted level of service and equipment is attained or stabilized.

**Worksheet (Exhibit A)** means the annualized cost detail information page(s) for the contracted level of service. This is updated annually and is the basis for monthly billing amounts.

## **B. Legal Notices**

Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below or (3) given to a recognized and reputable overnight delivery service, to the following address:

If to the County: Jen Pokorski, County Manager  
Maricopa County  
301 W. Jefferson, 10<sup>th</sup> Floor  
Phoenix, Arizona 85003

If to the MCSO: Russ Skinner, Sheriff  
Maricopa County  
550 West Jackson Street  
Phoenix, Arizona 85003

Stephanie Molina, Chief Deputy  
Maricopa County Sheriff  
550 West Jackson Street  
Phoenix, Arizona 85003

If to the City:

Chief of Police  
Goodyear Police Department  
City of Goodyear  
11 N 145<sup>th</sup> Ave  
Goodyear, Arizona 85338

Roric Massey, City Attorney  
City of Goodyear  
1900 N Civic Square  
Goodyear, AZ 85395

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (1) when delivered to the party, (2) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (3) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

**C. Term of the Agreement**

This Agreement shall become effective July 1, 2024 (the "Effective Date") following approval by the City Council and the Board. This Agreement shall remain in full force and effect from the Effective Date through June 30, 2027 (the "Initial Term"), unless terminated pursuant to **Section I, Subsection F** of this Agreement or continued through automatic renewal pursuant to Section I, **Subsection D** of this Agreement.

This Agreement can be extended past the three-year automatic renewal term by Amendment approved by the Parties prior to the automatic renewal end date (06/30/2030).

**D. Automatic Renewal**

This Agreement will automatically renew for up to three (3), successive one-year terms, (each, an "Additional Term"), with all the terms of this Agreement in effect, unless renegotiated or terminated pursuant to **Section I, Subsection F** below. Costs shall be revised annually per **Section III.A.** of this Agreement.

**E. Amendments**

This document contains the entire Agreement of the parties and cannot be changed orally. Any changes or modifications of this Agreement must be in the form of a written amendment (1) approved by the City Council and the Board of Supervisors and (2) signed by both parties.

**F. Termination**

1. Non-renewal notice. Either party shall have the right to exercise non-renewal of this Agreement by sending a Non-Renewal Notice to the other party not later than April 15 of the last year of the initial term (2027).
2. Without Cause. Either party shall have the right, upon six (6) months written notice to the other party, to terminate this Agreement without cause.

3. Uncured Breach. In the event of breach of any of the provisions of this Agreement, either party may terminate this Agreement for cause by serving written notice to the other party specifically setting forth the nature of the breach. If said breach has not been resolved within ninety (90) days after receipt of notice, then this Agreement shall be deemed terminated and both parties shall perform their respective obligations up to the date of such termination.

**G. Insurance**

The parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations, and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insured program may fulfill this insurance requirement; provided, however, that the unencumbered reserves available under any such self-insurance program shall be equal to or greater than the required minimum coverage amounts set forth below. The parties to this Agreement shall exchange certificates of insurance or self-insurance.

1. General:

- a. Maricopa County is self-insured and any claims for which Maricopa County is found legally liable are paid under the Declaration of Trust for Maricopa County, Arizona Self-Insured Risk Trust Fund, adopted January 14, 2015. Maricopa County has no legal right to extend or convey "Additional Insured" status to the City.
- b. Coverage Term: All insurance required herein shall be maintained in full force and effect until all Law Enforcement Services required to be performed under the terms of this Agreement are satisfactorily performed.
- c. Primary Insurance: County's insurance shall be primary insurance with respect to performance of the Law Enforcement Services included in this Agreement.
- d. Policy Deductibles and or Self-Insured Retentions: The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts.

2. Required Insurance Coverage:

- a. Public Entity Liability: County shall maintain public entity liability coverage for bodily injury and property damage with an unimpaired limit of not less than \$5,000,000 for each occurrence; no aggregate limit. The policy shall cover liability arising from premises/operations and personal injury.
- b. Automobile Liability: The County shall maintain Business Automobile Liability insurance with a limit of \$5,000,000 combined single limit each occurrence on County's owned, hired and non-owned automobiles assigned to or used in the performance of the Law Enforcement Services under this Agreement.
- c. Workers' Compensation Insurance: County shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of County's employees engaged in the performance of Law Enforcement Services under this Agreement and shall also maintain Employer's Liability Insurance of \$2,000,000 for each accident, \$500,000 disease for each employee and \$2,000,000 disease-policy limit.

3. Cancellation, Material Changes and Expiration Notice: Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days' prior written notice to the City.
4. Limitation on Insured Liability. The County shall only be liable for such claims, losses, damages or injuries that result from negligent actions or misconduct related to Law Enforcement Services by the MCSO as contemplated by this Agreement.

#### **H. Indemnification**

1. Mutual Indemnity. To the extent permitted by law and notwithstanding any liability insurance or other conditions of this Agreement, each party hereby covenants and agrees to indemnify, defend and hold harmless the other party, its officers, employees, contractors and agents for, from and against all suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature relating to this Agreement which are the result of any act or omission of the party, its officers, employees, contractors, agents and/or anyone acting under its direction or control whether intentional or negligent, in connection with or incidental to this Agreement.
2. Sheriff's Office Actions. The City shall not indemnify, defend or hold harmless the County, but the County shall indemnify the City, for any suits, actions, legal or administrative proceedings, claims, demands or damages of any kind or nature brought against the County as a result of any act or omission of the MCSO which is caused or alleged to have been caused by the negligence or misconduct of any member of the staff of the MCSO or which occurs while any such staff member is performing Law Enforcement Services not directly related to this Agreement. The County shall pay, on behalf of the City, all judgments, fines, penalties, interest on judgments, fines and penalties, or costs including attorney's fees, court costs, expert witness fees and discovery costs associated with a claim brought hereunder. The indemnity under this Agreement shall commence as of the Effective Date of this Agreement and shall continue in full force and effect with respect to any and all actions, legal or administrative proceedings, claims, demands or damages of any kind or nature arising out of or relating to this Agreement.

#### **I. Record Keeping and Audits**

1. Required Records. The parties agree to maintain and furnish to each other such records and documents pertaining to the Law Enforcement Services provided pursuant to this Agreement as may be required by applicable Federal and State laws, rules and regulations.
2. Audit. Each party, prior to conducting an audit, must give thirty (30) calendar days' notice to the other party. If the audit indicates that fees or billable items have been charged incorrectly, each party agrees to make appropriate corrections and adjustments.

Audit requests will be limited to information that does not exceed three most recent fiscal years closed.

#### **J. Construction of Agreement**

1. Superseding Prior Agreements. This Agreement replaces and supersedes any existing Agreement for Law Enforcement Services between the two parties, the most recent being that certain Agreement for Law Enforcement Services between the parties executed June 27, 2018 (C-50-18-076-3-00) and Amendment 1 to that Agreement, executed August 1, 2019 (C-50-18-076-3-01).
2. Severability. Every provision of this Agreement is and will be construed to be a separate and independent covenant. If any provision in this Agreement or the application of the

same is, to any extent, found to be invalid or unenforceable, then the remainder of this Agreement or the application of that provision to circumstances other than those to which it is invalid or unenforceable will not be affected by that invalidity or unenforceability. Each provision in this Agreement will be valid and will be enforced to the extent permitted by law and the parties will negotiate in good faith for such amendments of this Agreement as may be necessary to achieve its intent, notwithstanding such invalidity or unenforceability.

3. No Waiver; No Accord or Satisfaction. 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 on the part of the other or to take any action permitted as a result thereof 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 any that may be due and owing at any time shall not be construed as an accord and satisfaction.
4. Entire Agreement. This Agreement contains all the terms and conditions agreed to by the parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, Law Enforcement Services, shall be deemed to exist or to bind any of the parties hereto. Nothing in this Agreement shall be construed as consent to any suit or waiver of any defense in a suit brought against the State of Arizona, Maricopa County, or the City of Goodyear in any State or Federal Court.
5. Counterparts. This IGA is effective when signed by the Parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
6. Governing Law, Dispute Resolution and Jurisdiction. This Agreement shall be interpreted in accordance with Arizona law. Any litigation arising from the agreement, or the performance thereof will be decided in the federal or state courts of Maricopa County unless otherwise agreed to between the Parties. The laws of the State of Arizona shall govern the construction and interpretation of this IGA. This Agreement is subject to the provisions of A.R.S. § 12-1518 relating to the use of arbitration.
7. Compliance with Civil Rights. The Parties to this Agreement agree to comply with A.R.S. Title 41, Chapter 9 (Civil Rights), Arizona Executive Order 2009-09, and any other federal or state laws relating to equal opportunity and non-discrimination, including the Americans with Disabilities Act. No Party shall engage in any form of illegal discrimination with respect to applications for employment or student status or employees or students.
8. No Joint Venture. It is not intended by this Agreement to, and nothing contained in this Agreement shall, be construed to create any partnership, joint venture, or employment relationship between the Parties or create any employer-employee relationship between the Parties' employees. Neither Party shall be liable for any debts, accounts, obligations, or other liabilities whatsoever of the other Party, including, but without limitation, the other Party's obligation to withhold Social Security and income taxes for itself or any of its employees.

Parties acknowledge that under this IGA no employee of the City is to be considered a County employee, and that no rights of County merit, County retirement, or County personnel rules shall accrue to such individual. The City shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation,

occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold MCSO harmless with respect thereto.

9. Independent Contractors. For purposes of A.R.S. § 31-121(d), the Sheriff's Office and its employees shall be considered to be peace officers engaged as independent contractors, not as employees of the City while performing the responsibilities imposed by this Agreement.
10. Cancellation for Conflict of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511. (Cancellation of political subdivision and state contracts.)
11. E-Verify. The parties mutually warrant that they are in compliance with A.R.S. § 41-4401 and further acknowledge that they and their subcontractors, if any, warrant their compliance with A.R.S. § 41-4401, and all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214, subsection A and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
12. Scrutinized Business Operations. The parties certify that they do not have scrutinized business operations in either Sudan or Iran, per A.R.S. § 35-391.06 and 35-393.06.

## **II. LAW ENFORCEMENT SERVICES**

The Sheriff's Office shall provide Law Enforcement Services at the level of patrol beats set forth in the Worksheet (**Exhibit A for FY 2025**), attached hereto as and incorporated herein by reference.

Contracted service levels are supported by quantitative and qualitative data such as population, crime, number of calls for service, call for service response times and proximity to MCSO substation for backup support. MCSO will deploy its resources in the safest and most efficient way. Requests for changes in service levels will only be considered with optional additional service items or sustained quantifiable reductions in demand indicators such as population, calls for service, and crime rates.

### **A. Service Provision**

1. Scope of Services. The County, by and through the MCSO, shall provide the Law Enforcement Services described in this Agreement within the specified area (Exhibit C.) of incorporated limits of the City and at the contracted level of service (Exhibit A.). The MCSO shall investigate and enforce criminal violations of state statute and city code within that area. The City shall be primarily responsible for non-criminal City Code/Ordinance code enforcement violations and may request assistance with the Sheriff. The Chief of Police and the District Commander shall establish between themselves the MCSO duties and responsibilities pertaining to the City code violations, animal control issues and other local enforcement services that fall within the definition of Law Enforcement Services within this Agreement.
2. Response Times. Deputy response to calls for service will be provided twenty-four (24) hours per day, seven (7) days per week. The level of contracted service provided for in this Agreement shall allow management of dispatch and deputy response times for Emergency Priority 1 Calls as follows:
  - a. Emergency Priority 1 Calls shall be answered within sixty (60) seconds. The dispatch time shall be measured from the point at which the call is answered to the time the dispatcher initiates radio notification to the deputy assigned to respond.

Any dispatch taking more than sixty (60) seconds to complete shall be documented, and reports shall be made available to the City upon request.

- b. Should the City choose to amend this agreement and deploy a minimum of one (1) full time beat, Emergency Priority 1 Calls shall have a deputy on scene within five (5) minutes or less. Detail on Emergency Priority I responses taking longer than five (5) minutes to arrive on scene after dispatched will be furnished by the Sheriff's Office upon request from the City.
- c. It is mutually understood that due to the City's current deployment of less than one beat, the guarantee of deputy response times as noted in section II.2.b above is not feasible. Based on the City's current deployment of 0.24 beat, Emergency Priority 1 Calls the Sheriff's Office shall make all reasonable efforts to have a deputy on the scene within fifteen (15) minutes or less at a minimum of 90% of the time. Details on Emergency Priority I responses taking longer than fifteen (15) minutes to arrive on scene after dispatched will be furnished by the Sheriff's Office upon request from the City. In the event the City becomes concerned over deputy response times, the City wishes to have guaranteed response times outlined in section II.2. b above, the City shall have the option to amend this agreement to increase level of service to a minimum of one (1) full time beat.
- d. Parties acknowledge that the MCSO's special response resources shall be deployed within the City, when necessary, as determined by the Sheriff, for public safety. Such resources include:

Aviation (Helicopter and Drones)  
Reserve and Posse Coordination and Resources  
Specialized Response (K-9 Units, Technical Operations Unit(s), Special Vehicles)  
Command Posts  
Specialized Weapons and Tactical Response (SWAT)

- 3. MCSO Presence. MCSO presence within the City's jurisdiction is determined by the contracted level of service provided for in Worksheet (**Exhibit A.**) of this Agreement.
- 4. Citation into City Court. Misdemeanors, traffic infractions and civil violations occurring within the corporate limits of the City shall be cited into the Magistrate Court designated by the City.

## **B. Establishment of Service Priorities**

- 1. Personnel Utilization. District personnel shall be deployed and utilized in the safest, most efficient manner to meet the needs of the City and MCSO, as determined by the District Commander in consultation with the Chief of Police and within the overall contracted level of service.
- 2. Setting Priorities. The District Commander and the City Chief of Police shall meet at least once each quarter to review progress and establish priorities for the delivery of Law Enforcement Services as desired by the City and that align with the priorities of the City and MCSO. Changes in priorities shall be supported by monthly incident report data and City-specific needs and reviewed by MCSO. Priorities shall be communicated through the appropriate MCSO chain of command to the patrol units providing Law Enforcement Services within the City's jurisdiction.
- 3. Criminal Activity Increases. If the MCSO, acting through the District Commander in consultation with the City Manager, observes that criminal activity is dramatically

increasing in the City, the MCSO will temporarily deploy support units as deemed reasonably necessary to suppress such activity. Increases and decreases in supplemental or optional service will be supported by relevant crime and incident data. Short term or incidental deployments of additional resources will be at no additional cost to the City. Deployments of additional resources in excess of three months will prompt a cost proposal for reimbursement via an amendment to this Agreement and a review of the contracted level of Service for future right sizing. Charges for additional services shall incorporate the same methodology described in **Section III** of this Agreement and shall be pro-rated as necessary. The parties agree and understand that the length of time to establish and hire new positions can be up to nine (9) months.

4. Beat formula and continuous coverage. The staffing allocation factor, FTE staffing requirements, and Special Pay are intended to cover shift overlap, sick leave, vacation leave, normal short-term leaves and training. MCSO will make every effort to continuously staff to contracted levels of service, prioritizing Basic Law Enforcement Service.

Amendments to change the service levels in this Agreement shall be made in accordance with **Section I, Subsection E** of this Agreement.

**C. Maintenance of Sheriff's Substation**

[This section left blank intentionally.]

**D. Community-Oriented Policing**

The City Chief of Police will ensure that policies and procedures consistent with the Sheriff's Office rules and regulations are instituted which facilitate efficient and effective communication between local public access and the Sheriff's Office. The District Commander shall ensure that policies and procedures are consistent with the philosophy of Community-Oriented Policing, which combines traditional aspects of law enforcement with preventive measures, problem-solving, community engagement and community partnerships.

**E. Chain of Command and Responsibility for Performance Standards**

1. Maricopa County Sheriff Directs Operations of Deputies. The City Chief of Police or authorized designee is responsible for coordinating all Law Enforcement Services within the City as well as conveying the wishes of the City Council to the District Commander with respect to Law Enforcement Services. While the City's designee shall have no chain of command authority to direct the operations of the deputies from the MCSO, such authority being reserved to the Maricopa County Sheriff pursuant to **Section II, Subsection E (3)**, below, the parties to this Agreement understand that the City expects the MCSO to reasonably respond to its needs for Law Enforcement Services as communicated through the City Chief of Police or authorized designee. The District Commander shall, at all times, consider the request of the City Chief of Police or City's authorized designee with respect to the implementation of Law Enforcement Services.
2. Deputy Performance. The Maricopa County Sheriff is solely responsible for the performance evaluation, discipline and movement of his deputies as well as other matters incidental to the provision of the Law Enforcement Services under this Agreement. In the event of a dispute between the parties regarding the manner of performance of such service, the determination made by the Maricopa County Sheriff shall be final and conclusive.
3. Citizen Complaints. MCSO employees are trained to consistently perform their duties with professionalism and accountability. Citizen Complaint and Comment Forms are available



from deputies, on-line, and from the District Facilities. Complaints will be processed through the MCSO according to policy.

4. Removal of Assigned Staff. The City, acting through the City Chief of Police shall have the right to request in writing that any staff assigned to service within the City by the MCSO be reassigned or otherwise removed from service within the City. When such request is made, the MCSO shall comply as soon as reasonably practical, but in any case, within no more than three weeks after such request is made.

**F. Reports and Information**

1. Reporting. This Law Enforcement Services Agreement is limited to law enforcement service delivery and the management thereof. The terms of this Agreement provide for Basic Reporting as defined in **Section I, Subsection A.** of this Agreement. Reports will be presented consistent with current MCSO reporting technology and reporting formats.
2. Information Requests. Requests for additional information by the City that are applicable to this Agreement will be in writing to the MCSO Executive Chief of Enforcement.

**III. REIMBURSEMENT COSTS AND CHARGES**

**A. Reimbursement for Law Enforcement Services**

Worksheet to Determine Reimbursement Amount. The City agrees to reimburse the MCSO for all Law Enforcement Services rendered as outlined in the attached Worksheet(s) (**Exhibit A.**) for the first year (July 1, 2024 through June 30, 2025) of the Initial Term (July 1, 2024 through June 30, 2027) of this Agreement.

The Worksheet (Exhibit A) template and calculation methodology is used for all MCSO contracted law enforcement services with Cities and Cities and is updated annually.

**B. Annual Review of Costs**

The reimbursement costs for this Agreement are reviewed and revised on an annual basis. The MCSO recognizes the City's need to have information early for its budget and planning process.

1. Annual Cost Notification. By February 20 of each year that falls within the term of this Agreement, or any extension thereof, the MCSO will provide the City an annual cost notification letter with an updated Worksheet (**Exhibit A.**) with Law Enforcement Services charges for the coming fiscal year.
  - a. Unforeseeable and Unavoidable Cost Increases. Unforeseeable and unavoidable cost increases that are applicable to all contracts and are effective with the coming fiscal year but unknown at the time of the February 20 issuance of Worksheet (**Exhibit A.**) can only be passed through to the City pursuant to an amendment to this Agreement. Examples of items might include mandated changes to FTE staffing requirements, safety standards or reporting requirements, or acquisition and use of new equipment that is policy mandated.
  - b. Explanation of Cost Changes. An explanation from the MCSO of cost variances by Worksheet Exhibit A section from the current fiscal year will be explained in the Annual Cost Notification Letter.
2. The MCSO, the County or the City cannot arbitrarily change costs. Each annual worksheet proposal shall employ consistent methodology applicable to all MCSO contract cities and City.

The annual office-wide general fund vacancy rate from the previous fiscal year ended may be applied to the next annual Worksheet Exhibit A. Special Pay section when continuous vacancies result in unfilled posts and extraordinary overtime across the MCSO Patrol Districts. An extraordinary, sustained vacancy rate would be greater than 8%.

C. **Explanation of Charges**

The MCSO annual Worksheet (**Exhibit A.**) shall be beat-driven and prepared with the following sections:

- l. Personnel Services. The methodology used for calculating Personnel Services is a cost recovery using FTE (full-time equivalents) that align with the contracted level of service. The contracted level of services under this agreement is **.24 of a beat.**

- a. Annual full-time hours per FTE (full time equivalent) are 2088.
- b. Average Hourly Base Pay: The MCSO Patrol district-wide hourly pay average by market range title according to County payroll system data for the current fiscal year.
- c. The Variable Benefits Rate Charge (retirement system, FICA and Medicare) using the retirement system applicable to the position type, is the current fiscal year rate.
- d. The Fixed Benefit (Health Care costs) amount is the current-year fixed benefit annual cost.
- e. Workers Compensation and Unemployment are employer payroll expenses and are allocated per FTE.
- f. Computation of personnel for this Agreement is as follows:

The basic increment of Law Enforcement Services for providing one deputy FTE 24 hours per day x 7 days per week, 52 weeks per year post is the Beat. It takes five (5) patrol deputies to cover one beat of law enforcement service plus additional specific staffing requirements, and other items listed in **Section I. General Provisions. A. Definitions** of this Agreement.

The formula for staffing requirements per beat shall be:

| FTE Staffing Requirements       |                   |            |                          |
|---------------------------------|-------------------|------------|--------------------------|
| Market Range Title/<br>Position | FTE<br>Allocation | Allocation | Unit                     |
| Patrol Deputies (LEO)           | 5                 | 1          | Beat                     |
| Detectives (LEO)                | 0.5               | 1          | Beat                     |
| Sergeant                        | 1                 | 8          | Law Enforcement Officers |
| Lieutenant                      | 1                 | 18         | Law Enforcement Officers |
| Captain (LEO Commander)         | 1                 | 30         | Law Enforcement Officers |
| Clerical/Admin Assist.          | 0.14              | 1          | Beat                     |

- g. Dispatch charges are applied as an FTE equivalent.

The calculation is based on the City's incidents as a percent of all incidents and that percent is applied to previous year's actual Dispatch costs. That cost is then converted to an FTE based on the current average annual salary and benefits for the emergency dispatcher market range title.

- h. The City may request and fund additional supervisory, specialized deputies, and/or clerical positions beyond the beat-driven calculation. In all cases, the contracted supervisory personnel (Sergeant, Captain, and Lieutenant) FTE

staffing in aggregate must meet minimum requirements for supervisory personnel that coincide with FTE staffing requirements. Such requests must be consistent with **Section II. B. 3.** prior to incorporation into Part I, Personnel Services, of the Worksheet (**Exhibit A**). Any additional allocations are contingent upon MCSO's ability to staff them.

- i. The Staffing Allocation Factor represents the basic staffing requirement (including required coverage and shift relief factors) in a single beat. The Staffing Allocation Factor to be applied in this Agreement is:

| Staffing Allocation Factor |      |     |
|----------------------------|------|-----|
| 24 hour / 7 day post       | 5.00 | FTE |
| 8 hour / 7 day post        | 1.67 | FTE |
| 8 hour / 5 day post        | 1.19 | FTE |

- j. Special Pay:

1. Overtime. Overtime cost recovery is calculated using actual overtime cost from the previous fiscal year closed plus current variable benefits by District to arrive at an annual cost per sworn eligible FTE.
  2. Shift differential. Shift Differential cost recovery is calculated using actual differential from the previous fiscal year closed by District plus current year variable benefits to arrive at an annual cost per sworn eligible FTE.
  3. Regular Over Budget. Regular Over Budget cost recovery is applicable to holidays. As a 24 x7 operation, this cost applies to MCSO. The calculation is beat driven and is based on District average deputy hourly salary and variable benefits for one, 24-hour day and applied to sworn eligible FTEs.
2. Supplies and Rent: The Supplies and Rent charges are comprised of several components including the following:
    - a. Supplies charges consist of actual costs from the previous fiscal year for items in the supplies and general services object codes by District and are apportioned by District FTE.
    - b. Ammunition cost recovery uses a four-year average actual ammunition cost (this includes lethal and non-lethal) and divides it by the current year number of MCSO sworn FTE. That amount is then multiplied by the number of FTE for sworn positions on Worksheet Exhibit A.
    - c. Uniform Allowance is the annual amount provided each sworn officer to maintain a uniform and is charged by FTE.
  3. Communications and Information Technology. Sophisticated and costly information and communications systems are used in everyday MCSO law enforcement operations. Cost recovery includes but is not limited to system hardware and software maintenance and licenses, technology supplies, monthly service, data charges, information system connection fees, and data storage fees. Charges for Sheriff's Police Communications and Information Technology are comprised of several components:

- a. Information System Service Charge: The City's charge is calculated by taking its percent of the previous year's Patrol expense (using the contracted total as the numerator) and applying it to the calculated amount of technology system hardware and software licensing and maintenance expense attributed to patrol.
- b. Monthly Radio Charges: The monthly charges per FTE (1 per) and per vehicle (2 per) are per device calculated by Maricopa County Wireless and based on the number of system users.
- c. Monthly Deputy Laptop Charges: The monthly deputy laptop mobile data charges are per device and based on the number of system users.

4. Vehicle and Equipment Charges.

Vehicle depreciation and vehicle equipment charges fund continuous replacement of patrol vehicles through the County's vehicle replacement plan. Maintenance of vehicles is the responsibility of the MCSO.

- a. The current vehicle and vehicle equipment cost will be used to determine vehicle depreciation and equipment depreciation amounts.
- b. The annual number of miles driven will be used in determining charges for vehicle mileage, vehicle depreciation, and vehicle equipment depreciation.
- c. The annual number of miles driven is calculated using the average number of miles driven by District. The number of vehicles assigned to the District is divided into the number of miles to arrive at an average number of miles per vehicle. The City's miles are calculated taking the number of vehicles assigned to the contract, multiplied by the City's number of beats, multiplied by average number of miles per vehicle by District.
- d. Per Mile Rates
  - The Per Mile Rate for mileage charge is the average cost per mile for the previous fiscal year for all patrol vehicles.
  - The Per Mile Rate for Vehicle Depreciation is the current cost of a vehicle with warranty divided by the established lifetime miles.
  - The Per Mile Rate for Equipment Depreciation is the current cost of vehicle equipment divided by the number of established lifetime miles.

5. Other Equipment Costs and One-Time Cost Reimbursement.

MCSO is obligated to recover costs from the City for equipment replacement or for new equipment items that are necessary to support the contracted level of Law Enforcement Service and are not otherwise funded in the Sheriff's operational budget.

- a. The City will be required to fund one-time reimbursement for the initial purchase of vehicles and patrol vehicle equipment (lights; sirens; push bars—not MDCs or radios) upon initiation of service and for any vehicles and patrol vehicle equipment purchased to meet contracted increases in levels of service authorized by Amendment(s) to this Agreement. Subsequent vehicle and vehicle equipment

replacements shall be funded by the County as provided in **Section III, Subsections B.4** of this Agreement, and not by the City.

- b. The City will be required to fund the costs of items necessary to equip contract positions upon initiation of service and for any positions associated with increases to service by Amendment. Examples of such items are: radios (for sworn personnel and vehicles), computers, mobile data terminals for vehicles, e-ticketing equipment for vehicles, Tasers and accessories, radar guns, body cams, service weapons, body armor, and cell phones.
- c. Reimbursement costs for replacement of equipment items listed in b., above, will occur in conjunction with the annual updating of Worksheet (**Exhibit A**). as provided for in **Section III, Subsection B.** of this Agreement. Any replacement cost reimbursement that is not included in the annual updating will be handled by amendment as provided for in **Section III, Subsection B.** of this Agreement.
- d. All one-time and replacement equipment items regardless of funding source, shall be County property

- 6. Indirect Cost Recovery. A 3% administrative service charge will be applied to operating costs, excluding one-time items to help recover a portion of administrative support costs that are not recovered elsewhere in the Worksheet as named in the Definitions Section of this Agreement.
- 7. Other Law Enforcement Services. The MCSO reserves the right to address cost recovery for other law enforcement services listed in the Definitions section of this Agreement via amendment to this Agreement. Continuing other services recovery will be implemented in conjunction with a new fiscal year.

**C. Payment**

- 1. The City agrees to pay the amount listed on Worksheet Exhibit A for FY 2024-25 for all Law Enforcement Services rendered July 1, 2024, through June 30, 2025, and at the updated rates not yet determined but provided for in Section III, Subsection B of this Agreement throughout the Initial Term (July 1, 2024 through June 30, 2024) and each year thereafter.
- 2. Payment for Law Enforcement Services for each year of this Agreement will be made in twelve (12) equal installments on a monthly basis and on or before the 20<sup>th</sup> day of each month, beginning with the first month of the Initial Term.
- 3. Payment for increases in Law Enforcement Services authorized by Amendment to this Agreement shall commence per the terms of the Amendment and shall be applied to regular monthly payments unless otherwise specified by Amendment.

**D. Cost of Incarceration**

Nothing in this Agreement shall alter the financial responsibilities of the City and the County for the incarceration of prisoners arrested by the MCSO in the performance of its responsibilities hereunder.

[SIGNATURES ON FOLLOWING PAGE]

#### IV. Authorization and Signatures

Goodyear has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §11-952, and the County has the authority to enter into this Agreement pursuant to A.R.S. §9-498 and §§11-951 et seq.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the date of the last signature set forth below.

**MARICOPA COUNTY**, a political subdivision of the  
State of Arizona

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

BY: \_\_\_\_\_  
 Jack Sellers Date  
 Chairman, Board of Supervisors

BY: \_\_\_\_\_  
Wynette Reed  
City Manager Date

ATTEST:

ATTEST:

---

|                                   |      |
|-----------------------------------|------|
| Juanita Garza, Clerk of the Board | Date |
|-----------------------------------|------|

Darcie McCracken, City Clerk Date

MARICOPA COUNTY SHERIFF'S OFFICE

BY: \_\_\_\_\_  
Russ Skinner, Sheriff Date

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and that execution hereof is within the powers and authority granted under the laws of the State of Arizona.

---

Deputy County Attorney
Date

---

City Attorney
Date

**EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF GOODYEAR  
AND  
MARICOPA COUNTY  
on behalf of the  
Maricopa County Sheriff's Office**

**[Cost Detail]**

**See following pages.**

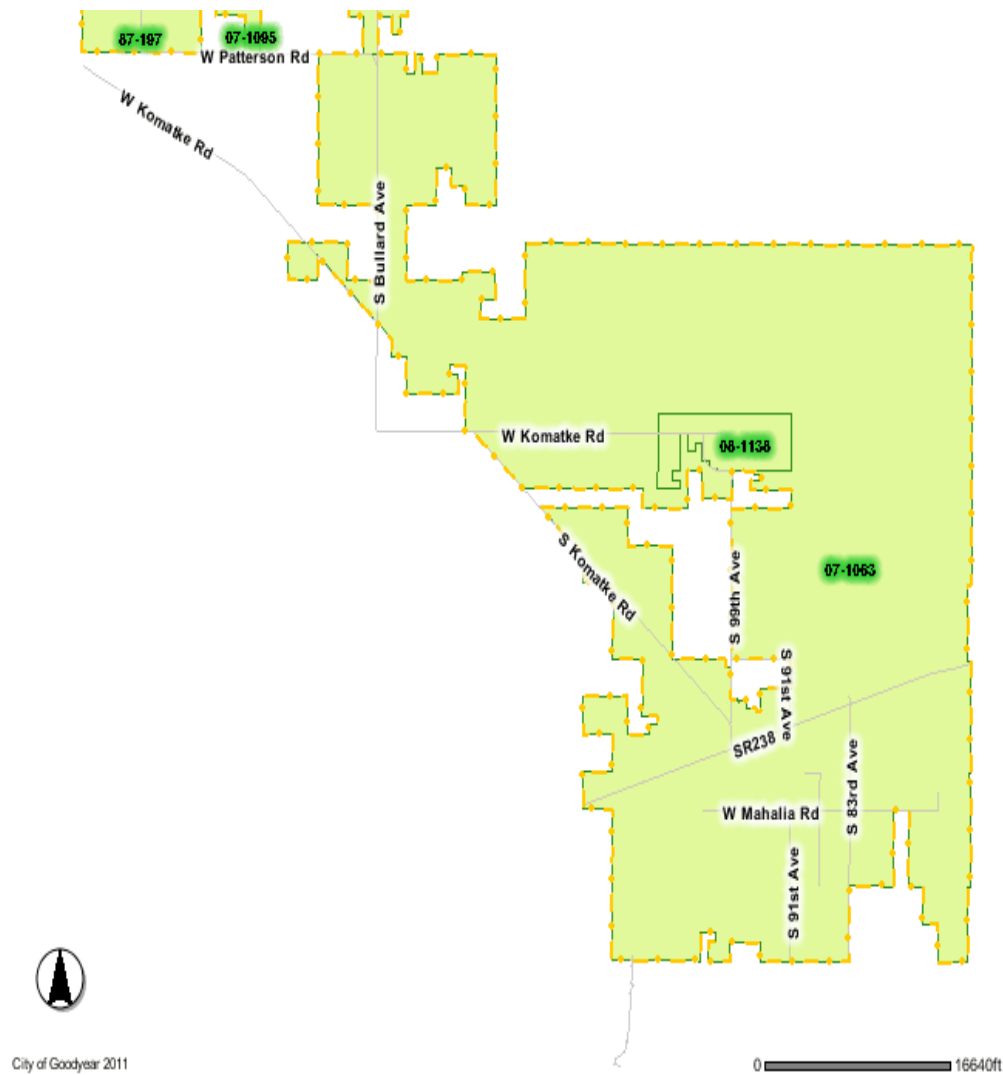


|                                                                                                                                                                                                                                          |                            |                                     |                                             |                                                                                  |                      |                      |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------|---------------------------------------------|----------------------------------------------------------------------------------|----------------------|----------------------|
| Worksheet Exhibit A.                                                                                                                                                                                                                     |                            |                                     |                                             |                                                                                  |                      |                      |
| <p style="text-align: center;"><b>City of Goodyear</b><br/> <b>Maricopa County Sheriff's Office</b><br/> <b>Law Enforcement Reimbursement Costs and Charges</b><br/> <b>FY 2025</b><br/> <b>(July 1, 2024 through June 30, 2025)</b></p> |                            |                                     |                                             |                                                                                  |                      |                      |
| <b>BEATS</b>                                                                                                                                                                                                                             |                            |                                     |                                             |                                                                                  |                      | <b>0.24</b>          |
|                                                                                                                                                                                                                                          |                            |                                     |                                             |                                                                                  | Operating            | \$ 339,929.80        |
|                                                                                                                                                                                                                                          |                            |                                     |                                             |                                                                                  | 3% Indirect          | 10,197.89            |
|                                                                                                                                                                                                                                          |                            |                                     |                                             |                                                                                  | One Time             | 0.00                 |
| <b>Total Contract Cost</b>                                                                                                                                                                                                               |                            |                                     |                                             |                                                                                  |                      | <b>\$ 350,127.70</b> |
| <b>Part 1. Personnel Services</b>                                                                                                                                                                                                        |                            |                                     |                                             |                                                                                  |                      |                      |
| <b>\$ 314,198.91</b>                                                                                                                                                                                                                     |                            |                                     |                                             |                                                                                  |                      |                      |
| Annual Hours Budgeted                                                                                                                                                                                                                    | 2088                       |                                     |                                             |                                                                                  |                      |                      |
| <b>Position</b>                                                                                                                                                                                                                          | <b>FTE Allocations</b>     | <b>Average Hourly Base Pay</b>      | <b>Hourly Variable Benefits Rate Charge</b> | <b>Hourly Average Base Plus Variable Benefits</b>                                | <b>Fixed Benefit</b> | <b>Annualized</b>    |
| Patrol Beat Deputies (LEO)                                                                                                                                                                                                               | 1.19                       | \$35.26                             | 82.04%                                      | \$64.18                                                                          | \$13,632             | \$ 175,679.26        |
| Detectives (LEO)                                                                                                                                                                                                                         | 0.12                       | \$35.05                             | 82.04%                                      | \$63.80                                                                          | \$13,632             | 17,620.66            |
| Sergeants                                                                                                                                                                                                                                | 0.16                       | \$47.12                             | 82.04%                                      | \$85.78                                                                          | \$13,632             | 30,838.46            |
| Lieutenants                                                                                                                                                                                                                              | 0.07                       | \$55.30                             | 82.04%                                      | \$102.49                                                                         | \$13,632             | 15,933.69            |
| Captain                                                                                                                                                                                                                                  | 0.04                       | \$72.23                             | 82.04%                                      | \$131.49                                                                         | \$13,632             | 11,527.49            |
| Clerical/Administrative Assistant                                                                                                                                                                                                        | 0.03                       | \$21.16                             | 19.94%                                      | \$25.38                                                                          | \$13,632             | 1,998.57             |
| Worker's Comp                                                                                                                                                                                                                            | 1.61                       | \$921.38                            | (Fund-Wide Allocation per FTE)              |                                                                                  |                      | 1,483.43             |
| Unemployment                                                                                                                                                                                                                             | 1.61                       | \$56.92                             | (Fund-Wide Allocation per FTE)              |                                                                                  |                      | 91.64                |
| Dispatch                                                                                                                                                                                                                                 | 0.10                       | \$27.47                             | 19.94%                                      | \$32.95                                                                          | \$13,632             | 8,613.08             |
| <b>Sub Total Salary and Benefits</b>                                                                                                                                                                                                     |                            |                                     |                                             |                                                                                  |                      | <b>\$ 263,786.27</b> |
| <b>Staffing FTE Allocation Factor</b>                                                                                                                                                                                                    |                            | <b>FTE Staffing Requirements</b>    |                                             |                                                                                  |                      |                      |
| <b>Type of Duty Post</b>                                                                                                                                                                                                                 | <b>FTE Allocation</b>      | <b>Market Range Title/ Position</b> | <b>FTE Allocation</b>                       | <b>Allocation Unit</b>                                                           | <b># of Units</b>    | <b>This Contract</b> |
| 24 hour / 7 day                                                                                                                                                                                                                          | 5.00                       | Patrol Deputies (LEO)               | 5                                           | Beat                                                                             | 0.24                 | 1.19                 |
| 8 hour / 7 day                                                                                                                                                                                                                           | 1.67                       | Detectives (LEO)                    | 0.5                                         | Beat                                                                             | 0.24                 | 0.12                 |
| 8 hour / 5 day                                                                                                                                                                                                                           | 1.19                       | Sergeant                            | 1                                           | LEO's                                                                            | 8                    | 0.16                 |
|                                                                                                                                                                                                                                          |                            | Lieutenant                          | 1                                           | LEO's                                                                            | 18                   | 0.07                 |
|                                                                                                                                                                                                                                          |                            | Captain (LEO Commander)             | 1                                           | LEO's                                                                            | 30                   | 0.04                 |
|                                                                                                                                                                                                                                          |                            | Clerical/Admin Assist.              | 0.14                                        | Beat                                                                             | 0.24                 | 0.03                 |
|                                                                                                                                                                                                                                          |                            | Dispatch/Communications             | 0.10                                        | Cost allocation expressed as FTE using annual number of calls for this contract. |                      |                      |
| <b>Special Pay Sworn</b>                                                                                                                                                                                                                 | <b>Eligible Sworn FTEs</b> | <b>District Rate Per FTE</b>        | <b>Cost</b>                                 | <b>Cost includes 82.04% Variable Benefits</b>                                    |                      |                      |
| Overtime                                                                                                                                                                                                                                 | 1.47                       | \$33,945.25                         | \$49,899.51                                 |                                                                                  |                      |                      |
| Shift Differential                                                                                                                                                                                                                       | 1.47                       | \$2,342.27                          | \$3,443.14                                  |                                                                                  |                      |                      |
| Regular Over Budget (Sworn FTE)                                                                                                                                                                                                          | 1.58                       | \$2,320.17                          | \$3,665.87                                  |                                                                                  |                      |                      |
| <b>Sub Total Special Pay</b>                                                                                                                                                                                                             |                            |                                     |                                             |                                                                                  |                      | <b>\$ 57,008.52</b>  |
| <b>FY 2023 Dept Wide Vacancy Credit (11.57%)</b>                                                                                                                                                                                         |                            |                                     |                                             |                                                                                  |                      | <b>-6,595.89</b>     |
| <b>Net Total Special Pay</b>                                                                                                                                                                                                             |                            |                                     |                                             |                                                                                  |                      | <b>\$ 50,412.64</b>  |
| <b>Part 2. Supplies and Rent</b>                                                                                                                                                                                                         |                            |                                     |                                             |                                                                                  |                      |                      |
| <b>\$ 2,773.36</b>                                                                                                                                                                                                                       |                            |                                     |                                             |                                                                                  |                      |                      |
| Applicable FTE's                                                                                                                                                                                                                         | 1.61                       |                                     |                                             |                                                                                  |                      |                      |
| Supply Cost (By District)                                                                                                                                                                                                                | \$411.38                   | Per applicable FTE                  |                                             |                                                                                  |                      | \$ 662.32            |
| Ammunition                                                                                                                                                                                                                               | \$536.10                   | Per Sworn FTE                       | 1.58                                        |                                                                                  |                      | 847.04               |
| Uniform Allowance                                                                                                                                                                                                                        | \$800.00                   | Per Sworn FTE                       | 1.58                                        |                                                                                  |                      | 1,264.00             |
| <b>Sub Total Supplies and Rent</b>                                                                                                                                                                                                       |                            |                                     |                                             |                                                                                  |                      | <b>\$ 2,773.36</b>   |

|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|-------------------------------|------------|------|--|---------------------|
| Worksheet Exhibit A                                                                                                                                                                                                                                               |               |                               |            |      |  |                     |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
| <b>City of Goodyear</b>                                                                                                                                                                                                                                           |               |                               |            |      |  |                     |
| <b>Maricopa County Sheriff's Office</b>                                                                                                                                                                                                                           |               |                               |            |      |  |                     |
| <b>Law Enforcement Reimbursement Costs and Charges</b>                                                                                                                                                                                                            |               |                               |            |      |  |                     |
| <b>FY 2025</b>                                                                                                                                                                                                                                                    |               |                               |            |      |  |                     |
| <b>(July 1, 2024 through June 30, 2025)</b>                                                                                                                                                                                                                       |               |                               |            |      |  |                     |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
| <b>Part 3. Communications and Information Technology (IT)</b>                                                                                                                                                                                                     |               |                               |            |      |  | <b>\$ 16,564.37</b> |
| Sworn FTEs                                                                                                                                                                                                                                                        | 1.58          |                               |            |      |  |                     |
| Information System Service                                                                                                                                                                                                                                        | \$10,069.20   | Annual Cost                   |            |      |  | <b>\$ 10,069.20</b> |
| Monthly Radio Charges Vehicles                                                                                                                                                                                                                                    | \$111.51      | Per Month (12); 2 per Vehicle | Vehicles   | 1    |  | 2,676.24            |
| Monthly Radio Charges Sworn                                                                                                                                                                                                                                       | \$111.51      | Per Month (12) per Sworn FTE  | Sworn FTE  | 1.58 |  | 2,114.23            |
| Deputy Laptop Connection                                                                                                                                                                                                                                          | \$44.05       | Per Month (12) per Sworn FTE  | Sworn FTE  | 1.58 |  | 835.19              |
| I-Phone Monthly Charge                                                                                                                                                                                                                                            | \$45.86       | Per Month (12) per Sworn FTE  | Sworn FTE  | 1.58 |  | 869.51              |
| Sub Total Communications and IT                                                                                                                                                                                                                                   |               |                               |            |      |  | <b>\$ 16,564.37</b> |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
| <b>Part 4. Vehicles and Equipment</b>                                                                                                                                                                                                                             |               |                               |            |      |  | <b>\$ 6,393.16</b>  |
| Vehicle Cost with Warranty                                                                                                                                                                                                                                        | \$ 45,803.43  | Vehicle life 150,000 miles    |            |      |  |                     |
| Equipment Costs (Lights; Push Bar, Etc.)                                                                                                                                                                                                                          | \$ 29,831.00  | Equipment life 343,743        |            |      |  |                     |
| Component                                                                                                                                                                                                                                                         | Per Mile Rate | Annual Miles                  | Costs      |      |  |                     |
| Mileage                                                                                                                                                                                                                                                           | \$0.852       | 5,141                         | \$4,377.30 |      |  | <b>\$ 4,377.30</b>  |
| Vehicle Depreciation                                                                                                                                                                                                                                              | \$0.305       | 5,141                         | \$1,569.74 |      |  | 1,569.74            |
| Equipment Depreciation                                                                                                                                                                                                                                            | \$0.087       | 5,141                         | \$446.12   |      |  | 446.12              |
| Sub Total Vehicle and Equipment Costs                                                                                                                                                                                                                             |               |                               |            |      |  | <b>\$ 6,393.16</b>  |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
| <b>Part 5. One-Time Costs</b>                                                                                                                                                                                                                                     |               |                               |            |      |  |                     |
| <i>This section is reserved for cost reimbursement of replacement or new equipment items that have been identified as necessary for Law Enforcement Service delivery that are not otherwise funded in the Sheriff's operational budget. (Requires amendment.)</i> |               |                               |            |      |  |                     |
|                                                                                                                                                                                                                                                                   |               |                               |            |      |  |                     |
| <b>Part 6. Indirect Cost Recovery</b>                                                                                                                                                                                                                             |               |                               |            |      |  |                     |
| <i>Indirect costs are recovered at 3% for Sections 1 - 4.</i>                                                                                                                                                                                                     |               |                               |            |      |  | <b>\$10,197.89</b>  |

**EXHIBIT B  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF GOODYEAR  
AND  
MARICOPA COUNTY  
on behalf of the  
Maricopa County Sheriff's Office**

**[Service Boundaries]**



ITEM #: 10.  
DATE: 06/10/2024  
AI #:2009



## CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT ("MRCCID")**

**STAFF PRESENTER(S):** Jared Askelson, Finance Director

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### SUMMARY

Approval of this resolution would divide a single assessment within the MRCCID into two assessments, based on the replatting of the property comprising the assessed area. Modifying the assessment would allocate the unpaid assessment amount among the properties as follows:

Assessment No. 27-02-001 (Lot 2A) - \$56,658.07

Assessment No. 27-02-002 (Lot 2B) - \$27,061.16

(Original Assessment - \$83,719.23)

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management

### RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2406 APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT. (Jared Askelson, Finance Director)

### FISCAL IMPACT

All costs related to the assessment modification process including the application fee, District Engineer, and legal costs are paid in advance by the applicants. Approval of the requested modification will have no direct fiscal impact upon the City or the MRCCID. No assessment will be placed on the right of way to be owned by the City. Approval of this petition for modification will cause the creation of new assessment parcels with the total assessment amount unchanged.

### BACKGROUND AND PREVIOUS ACTIONS

The MRCCID was created in 2006 by Resolution 06-1098 to assist with the funding of public infrastructure related to the MRCCID and the development of a regional mall and retail center. Improvement Bonds were issued in 2007 in the principal amount of \$47,165,000, with principal and interest to be repaid through assessments apportioned to parcels within the MRCCID. The Improvement Bonds were refinanced at a lower interest rate in 2018 with Refunding Bonds.

The original assessment parcels have previously been modified by City Council in 2010, 2018, 2020, and 2022 following petitions from the parcel landowners. These assessments are generally modified as development plans are solidified, and new parcels are created with Maricopa County. As part of the assessment process, the District Engineer reviews and certifies that the modification's effect on the ratio of fair market value between the original and amended parcels complies with the original intent of the assessment model.

### **STAFF ANALYSIS**

Tradecor Partners Goodyear, LLC, as owner of the property, has petitioned for a modification of a certain assessment of their property within the MRCCID. The petition for modification contains one existing parcel that would be split into two distinct parcels and be allocated a fair share of the existing assessment based upon the original intent of the assessment model.

If the City Council approves the petition for modification, new assessment numbers and amounts will be assigned as proposed. The modification of assessments has been reviewed, and it is determined that the modification is in compliance with State law, City policies and the best interest of the City.

---

### **Attachments**

Resolution 2024-2406

Petition for Modification

Draft Modified Assessment

Map of Assessment Modification

## **RESOLUTION 2024-2406**

### **RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE MODIFICATION OF ASSESSMENT NUMBER 27-01-001 WITHIN THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT.**

**WHEREAS**, pursuant to Arizona Revised Statutes (“A.R.S.”) § 48-594(B) and a request of the property owners affected, the Superintendent of Streets of the City of Goodyear, Arizona (the “City”), has prepared a list of assessments on certain property within the McDowell Road Commercial Corridor Improvement District (the “District”), which assessments are to be modified, including (a) the assessment number, legal description and amount assessed on each affected parcel before the modification, (b) the assessment number, legal description and name and address of the owner as shown on the most recent tax roll, and (c) the amount to be assessed on each parcel after modification, all of which are set forth in the Petition for Modification of Assessments presented herewith; and

**WHEREAS**, the Superintendent of Streets has caused to be prepared and presented to the Mayor and City Council an amendment to the assessments reflecting the requested modification and an amended Assessment Diagram; and

**WHEREAS**, the property owners impacted by the requested assessment modification waived their rights to notice and a hearing as described in A.R.S. § 48-594(B); and

**WHEREAS**, no objections to the reallocation of the assessment have been received during the time provided by law; and

**WHEREAS**, the property owners impacted by the requested assessment modification have prepaid the costs of such modification; and

**WHEREAS**, the Mayor and City Council have considered the matter and have the advice of its Superintendent of Streets with respect to the improvements constructed and the assessments levied for the District.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA**, as follows:

**Section 1.** Pursuant to A.R.S. § 48-594(B) and the completed application and substantially complete petition submitted by the property owners, and good cause appearing therefore, it is hereby ordered that assessment number 27-01-001 be modified in accordance with the assessment modification and reallocation submitted by the Superintendent of Streets.

**Section 2.** The Mayor and City Council hereby approve the assessment modifications as are set forth on Exhibit A attached hereto, and approve the form of amended Assessment Diagram as set forth on Exhibit B attached hereto.

**Section 3.** The Mayor and City Council hereby direct (i) the Superintendent of Streets to record the reallocated assessment and amended Assessment Diagram in the Superintendent of Streets' office pursuant to A.R.S. § 48-594(B) and (ii) the District Attorney to record, or cause to be recorded, an amended notice of recording of assessment in the records of Maricopa County, Arizona.

**Section 4.** The modified assessment numbers will now be 27-02-001 and 27-02-002.

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona on June 10, 2024.

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Joe Pizzillo, Mayor

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Darcie McCracken, City Clerk

APPROVED AS TO FORM:

---

Gust Rosenfeld P.L.C.  
Bond Counsel

I hereby certify that I have reviewed the legal descriptions and the modifications of the assessments above-numbered and that the modifications set forth on the attached exhibit are acceptable to me.

---

Superintendent of Streets

### **CERTIFICATE**

I hereby certify that the above and foregoing Resolution was duly passed by the Mayor and City Council of the City of Goodyear, Maricopa County, Arizona, at a regular meeting held on June 10, 2024, and that a quorum was present thereat and that the vote thereon was \_\_\_\_\_ ayes and \_\_\_\_\_ nays; \_\_\_\_\_ did not vote or were absent.

---

Darcie McCracken, City Clerk

**EXHIBIT A**

ASSESSMENT MODIFICATIONS

*(see attached)*



| Original<br>Assessment<br>Number | Original<br>APN | Original<br>Assessment<br>Acreage | Original<br>Assessment<br>Square Footage | 2024<br>FCV <sup>(1)</sup> | Principal<br>Balance<br>Remaining <sup>(4)</sup> | New<br>Assessment<br>Number | New<br>APN  | Lot or<br>Tract # | New<br>Assessment<br>Acreage <sup>(3)</sup> | New<br>Assessment<br>Square Footage <sup>(3)</sup> | Owner Name                                               | Calculated<br>New<br>Assessment | Status of<br>Development | 2024<br>Estimated FCV <sup>(2)</sup> | Value<br>to<br>Lien <sup>(5)</sup> |
|----------------------------------|-----------------|-----------------------------------|------------------------------------------|----------------------------|--------------------------------------------------|-----------------------------|-------------|-------------------|---------------------------------------------|----------------------------------------------------|----------------------------------------------------------|---------------------------------|--------------------------|--------------------------------------|------------------------------------|
| 27-01-001                        | 500-10-710      | 2.555                             | 111,293.00                               | \$ 2,461,100.00            | \$83,719.23                                      | 27-02-001                   | 500-10-710A | Lot 2A            | 1.729                                       | 75,321.00                                          | Tradcor Partners<br>Goodyear LLC/Goodyear<br>Logding Inc | \$56,658.07                     | undeveloped              | \$1,665,581.09                       | 29.40                              |
|                                  |                 |                                   |                                          |                            |                                                  | 27-02-002                   | 500-10-710B | Lot 2B            | 0.826                                       | 35,975.00                                          | Goodyear LLC/Goodyear<br>Logding Inc                     | \$27,061.16                     | undeveloped              | \$795,518.91                         | 29.40                              |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
|                                  |                 |                                   |                                          |                            |                                                  |                             |             |                   |                                             |                                                    |                                                          |                                 |                          |                                      |                                    |
| <b>Total</b>                     |                 | 2.555                             | 111,293.00                               |                            | \$83,719.23                                      |                             |             |                   | 2.555                                       | 111,296.00                                         |                                                          | \$83,719.23                     |                          |                                      |                                    |

(1) According to the latest information available on the Maricopa County Assessor's Office website, the original parcel (APN 500-10-710) as part of this modification of assessment have been assigned new parcel numbers and are reflected herein (APN 500-10-710A and 500-10-710B). The 2024 FCV for the original property prior to modification is reflected as \$2,461,100 according to the Maricopa County Assessor (see below). The 2024 FCV for the split parcels as shown here is not available at this time. Refer to footnote 2 to determine the estimated 2024 FCV based on the newly split parcels.

(2) in order to determine the Estimated 2024 FCV for the newly split parcels, the following equation was utilized. 2024 Estimated FCV = (new assessment square footage/total assessment square footage) x 2024 FCV (\$2,461,100).

(3) New assessment acreage and new assessment square footage are approximate based on the records of Maricopa County Assessor and may not match the original assessment acreage and original assessment square footage due to variations and rounding.

(4) Furnished by City of Goodyear Finance Department on 2/16/2024.

(5) VTL (value to lien) ratio is calculated using the 2024 Estimated FCV.

**EXHIBIT B**

AMENDED ASSESSMENT DIAGRAM

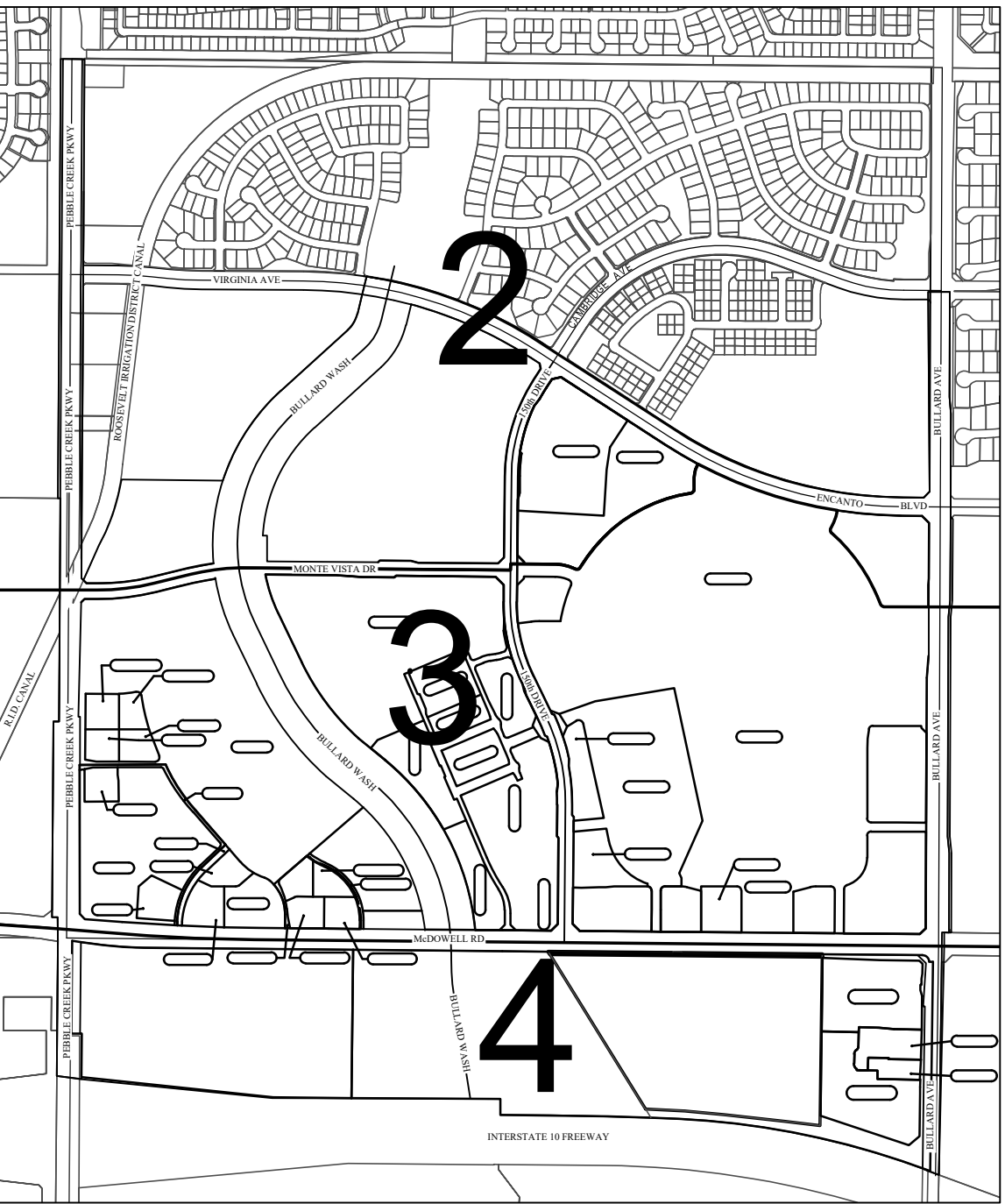
*(see attached)*

CITY OF GOODYEAR, ARIZONA  
MCDOWELL ROAD  
COMMERCIAL CORRIDOR  
IMPROVEMENT DISTRICT  
(AMENDED)

MAYOR  
JOE PIZZILLO

VICE MAYOR  
LAURA KAINO

COUNCIL MEMBERS  
SHERI LAURITANO  
WALLY CAMPBELL  
BILL STIPP  
BRANNON HAMPTON  
VICKI GILLIS



**INDEX OF SHEETS**  
NOT TO SCALE

PREPARED BY:



O: 602.263.1177  
1001 N. CENTRAL AVE  
SUITE 900  
PHOENIX, AZ 85004  
[www.ardurra.com](http://www.ardurra.com)

CERTIFICATION

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF GOODYEAR, ARIZONA, DO HEREBY CERTIFY THAT THIS IS THE AMENDED ASSESSMENT DIAGRAM OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT, APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF GOODYEAR AT A MEETING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AND THAT A QUORUM WAS PRESENT.

BY \_\_\_\_\_ FILED BY \_\_\_\_\_  
CITY CLERK SUPERINTENDENT OF STREETS

ASSESSMENT DIAGRAM SUBMITTED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_

SUBMITTED BY \_\_\_\_\_  
SUPERINTENDENT OF STREETS

APPROVAL

APPROVED BY RESOLUTION NO. \_\_\_\_\_ AT A MEETING OF THE COMMON COUNCIL OF THE CITY OF GOODYEAR, ARIZONA HELD THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

BY \_\_\_\_\_  
MAYOR

ATTEST \_\_\_\_\_  
CITY CLERK



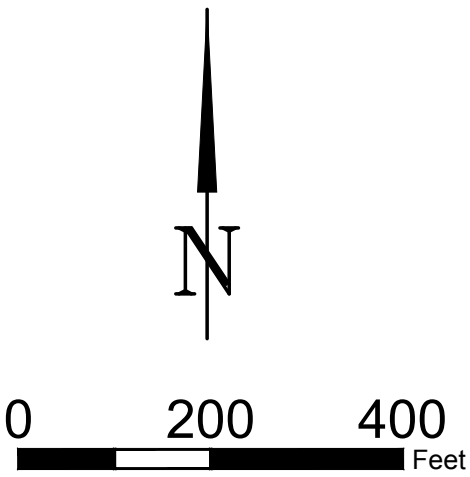


CITY OF GOODYEAR IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM

SCALE: 1" = 200' - 0"

| ASSESSMENT<br>NUMBER | PARCEL<br>NUMBER                       |
|----------------------|----------------------------------------|
| 1-02-001             | APN#                                   |
| 9                    | 501-69-016E                            |
| 10                   | 501-69-966B                            |
| 11-01-001            | 501-73-967                             |
| 11-01-002            | 501-73-968                             |
| 11-01-003            | 501-73-969                             |
| 11-01-004            | 501-73-970                             |
| 11-01-005            | 501-73-971                             |
| 11-01-006            | 501-73-972                             |
| 11-01-007            | 501-73-973                             |
| 11-01-008            | 501-73-974                             |
| 12                   | 501-71-984                             |
| 13-01-001            | 501-71-983A                            |
| 13-01-002            | 501-71-983B                            |
| 14-01-001            | 501-73-965<br>501-73-962<br>501-73-964 |
| 15                   | 501-71-982                             |

| LEGEND |                            |
|--------|----------------------------|
|        | ID BOUNDARY                |
|        | AREA OF IMPROVEMENT        |
|        | PARCEL NUMBER              |
|        | ASSESSMENT NUMBER          |
|        | MODIFIED ASSESSMENT NUMBER |



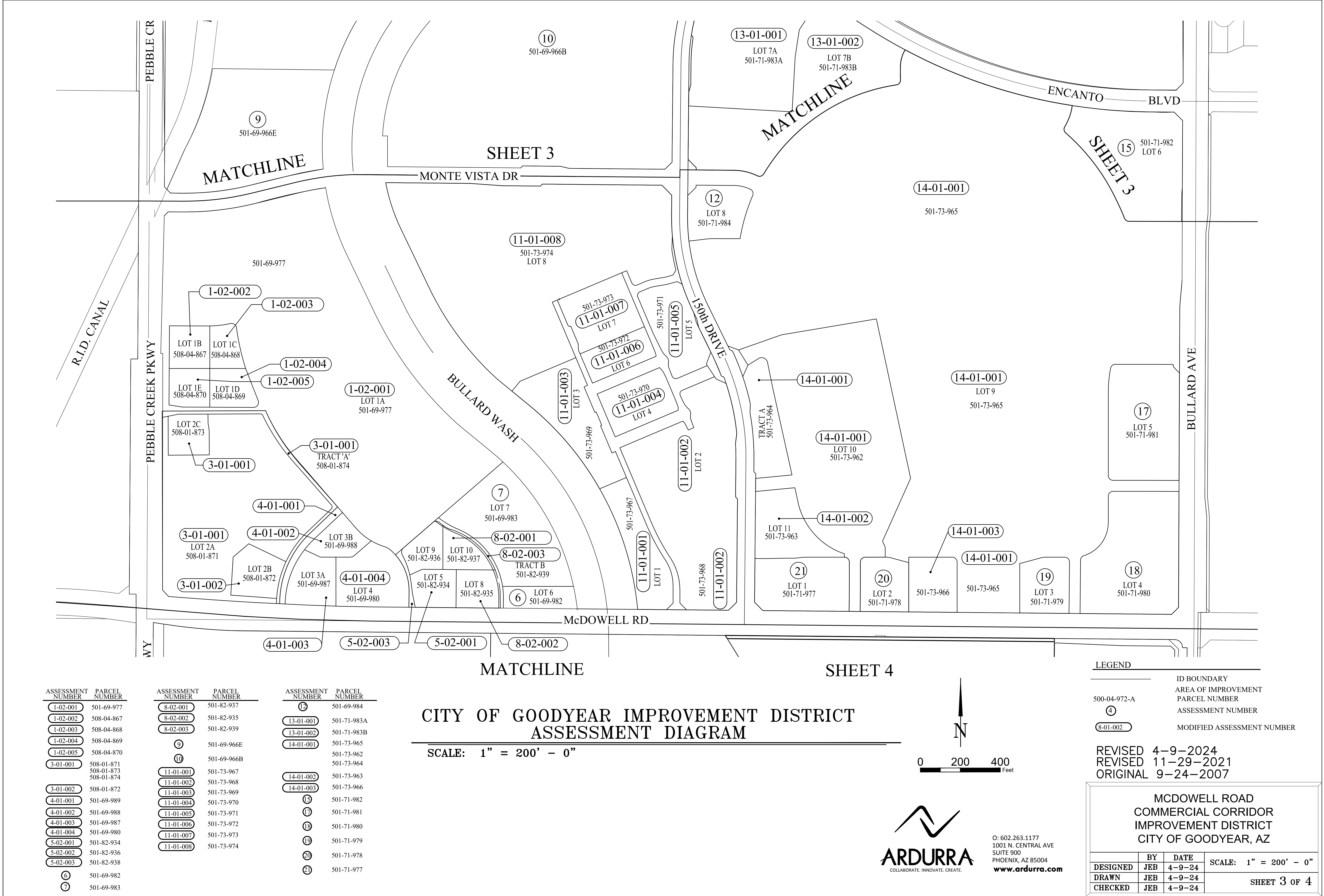
REVISED 4-9-2024  
REVISED 11-29-2021  
REVISED 9-10-2020  
REVISED 5-14-2019  
REVISED 9-10-2018  
REVISED 3-16-2018  
REVISED 10-26-2009  
ORIGINAL 9-24-2007



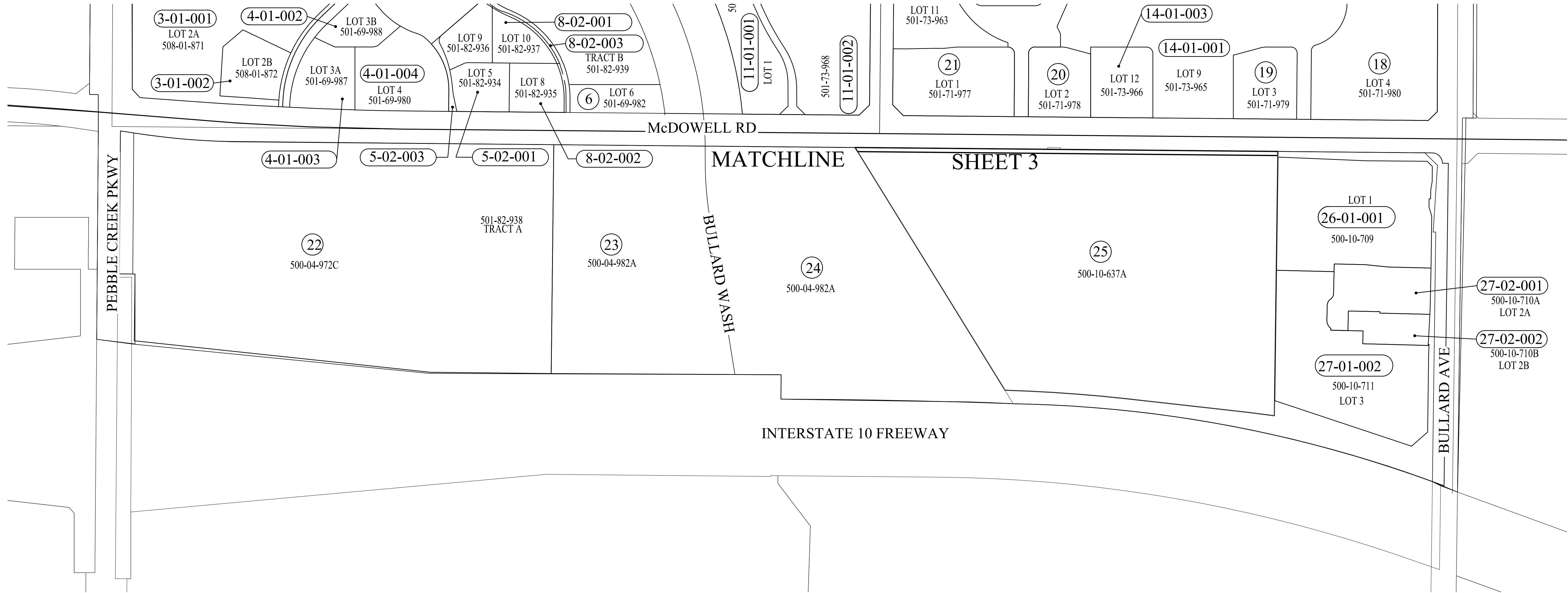
O: 602.263.1177  
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PHOENIX, AZ 85004  
[www.ardurra.com](http://www.ardurra.com)

| MCDOWELL ROAD<br>COMMERCIAL CORRIDOR<br>IMPROVEMENT DISTRICT<br>CITY OF GOODYEAR, AZ |           |                |                                           |
|--------------------------------------------------------------------------------------|-----------|----------------|-------------------------------------------|
| DESIGNED                                                                             | BY<br>JEB | DATE<br>4-9-24 | SCALE: 1" = 200' - 0"<br><br>SHEET 2 OF 4 |
| DRAWN                                                                                | JEB       | 4-9-24         |                                           |
| CHECKED                                                                              | JEB       | 4-9-24         |                                           |





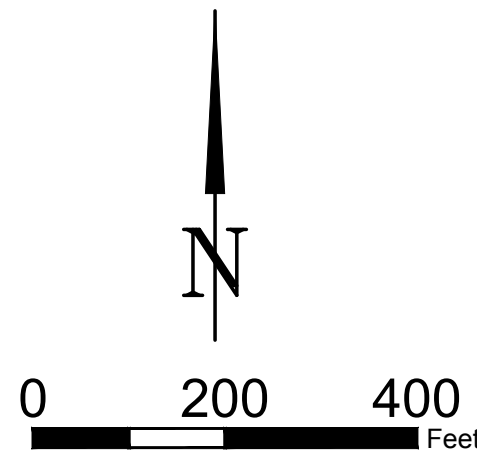




| ASSESSMENT NUMBER | PARCEL NUMBER | ASSESSMENT NUMBER | PARCEL NUMBER |
|-------------------|---------------|-------------------|---------------|
| 3-01-001          | 508-01-871    | 20                | 501-71-978    |
| 3-01-002          | 508-01-873    | 21                | 501-71-977    |
| 4-01-001          | 501-69-979    | 22                | 500-04-972C   |
| 4-01-002          | 501-69-979    | 23                | 500-04-982A   |
| 4-01-003          | 501-69-979    | 24                | 500-04-982A   |
| 4-01-004          | 501-69-980    | 25                | 500-10-637A   |
| 5-02-001          | 501-82-934    | 26-01-001         | 500-10-709    |
| 5-02-002          | 501-82-936    | 27-02-001         | 500-10-710A   |
| 5-02-003          | 501-82-938    | 27-02-002         | 500-10-710B   |
| 6                 | 501-69-982    | 27-01-002         | 500-10-711    |
| 8-02-001          | 501-82-937    |                   |               |
| 8-02-002          | 501-82-935    |                   |               |
| 8-02-003          | 501-82-939    |                   |               |
| 11-01-001         | 501-73-967    |                   |               |
| 11-01-002         | 501-73-968    |                   |               |
| 11-01-003         | 501-73-969    |                   |               |
| 11-01-004         | 501-73-970    |                   |               |
| 11-01-005         | 501-73-971    |                   |               |
| 11-01-006         | 501-73-972    |                   |               |
| 11-01-007         | 501-73-973    |                   |               |
| 11-01-008         | 501-73-974    |                   |               |
| 14-01-001         | 501-73-965    |                   |               |
| 14-01-002         | 501-73-962    |                   |               |
| 14-01-003         | 501-73-964    |                   |               |
| 18                | 501-71-980    |                   |               |
| 19                | 501-71-979    |                   |               |

CITY OF GOODYEAR IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM

SCALE: 1" = 200' - 0"



| LEGEND       |                            |
|--------------|----------------------------|
|              | ID BOUNDARY                |
|              | AREA OF IMPROVEMENT        |
| 500-04-972-A | PARCEL NUMBER              |
| ④            | ASSESSMENT NUMBER          |
| 27-01-002    | MODIFIED ASSESSMENT NUMBER |

REVISED 4-9-24  
REVISED 11-29-21  
REVISED 9-10-2020  
REVISED 5-14-2019  
REVISED 9-10-2018  
REVISED 3-16-2018  
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| MCDOWELL ROAD<br>COMMERCIAL CORRIDOR<br>IMPROVEMENT DISTRICT<br>CITY OF GOODYEAR, AZ |     |        |                                           |
|--------------------------------------------------------------------------------------|-----|--------|-------------------------------------------|
| DESIGNED                                                                             | BY  | DATE   | SCALE: 1" = 200' - 0"<br><br>SHEET 4 OF 4 |
| DRAWN                                                                                | JEB | 4-9-24 |                                           |
| CHECKED                                                                              | JEB | 4-9-24 |                                           |



**BEFORE THE GOODYEAR CITY COUNCIL  
GOODYEAR, ARIZONA  
PETITION FOR MODIFICATION OF  
ASSESSMENTS**

**TO THE GOVERNING BODY OF MCDOWELL ROAD COMMERCIAL  
CORRIDOR IMPROVEMENT DISTRICT IN THE CITY OF GOODYEAR,  
ARIZONA:**

Pursuant to Arizona Revised Statutes (“A.R.S.”) Section 48-594, the undersigned hereby certify that they are all people who have an interest in lots subject to assessment within the McDowell Road Commercial Corridor Improvement District in the City of Goodyear, Arizona (the “District”).

The District was established and Assessment Nos. 26 and 27 were created on December 11, 2006, pursuant to Resolution 06-1110 of the City of Goodyear (the “City”). Pursuant to the City’s Resolution 10-1365, dated March 22, 2010, Assessment Nos. 26 and 27 were divided into Assessment Nos. 26-01-001, 27-01-001 and 27-01-002, for which \$203,579.50 was assessed to Assessment No. 27-01-001. Since the time Assessment No. 27-01-001 was created, payments have been received to reduce the outstanding assessment amount to \$83,719.23. The parcel of land subject to Assessment No. 27-01-001 was subdivided on January 8, 2024, pursuant to the final plat of “Bullard and McDowell,” according to Book 1783 of Maps, Page 34, Official Records of Maricopa County, into Lots 2-A and 2-B. The owners of Lots 2-A and 2-B now desire to modify Assessment No. 27-01-001 to allocate it among Lots 2-A (Assessment No. 27-02-001) and 2-B (Assessment No. 27-02-002) as set forth below.

- (1) That the undersigned hereby request that the following assessment numbers:

| Original<br>Assessment No. | Original<br>Assessment Amount | Unpaid<br>Assessment Amount |
|----------------------------|-------------------------------|-----------------------------|
| 27-01-001                  | \$ 203,579.50                 | <u>\$ 83,719.23</u>         |
|                            |                               | \$ 83,719.23                |

- (2) Be modified in the following manner:

| Assessment No. | Amount Assessments Bear<br>After Modification |
|----------------|-----------------------------------------------|
| 27-02-001      | \$ 56,658.07                                  |
| 27-02-002      | <u>\$ 27,061.16</u>                           |
|                | \$ 83,719.23                                  |

Attached to this petition and marked Exhibit A is a true and correct copy of the description of the property subject to the assessment to be modified.

Attached to this petition and marked Exhibit B is a legal description of the property for each respective assessment set forth above as modified in accordance with this request.

Attached to this petition and marked Exhibit C is a true copy of the amended portion of the assessment diagram with respect to the assessment set forth above.

The undersigned acknowledge(s) that, upon approval by the Mayor and Council of the City, the corrected assessment shall be binding on the undersigned(s) as provided by A.R.S. § 48-594. The undersigned hereby waive any notices, hearings and objection rights as described in A.R.S. § 48-594.

WHEREFORE, the undersigned hereby request that the Mayor and Council of the City modify the assessment number(s) set forth in Paragraph (1) to read in the manner set forth in Paragraph (2) hereof and direct the Superintendent of Streets to note the modification on the record of the assessments, together with the date the modification is made.

[Signatures on following page.]



**NOTE: ALL PERSONS CLAIMING AN INTEREST IN THE PARCEL(S) MUST EXECUTE THIS PETITION, INCLUDING MORTGAGE AND LIEN HOLDERS.**

**OWNER OR PERSON CLAIMING  
INTEREST IN PROPERTY**

**ASSESSMENT NO. 27-01-001**

Tradecor Partners Goodyear, LLC  
an Arizona Limited Liability Company

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

Name: Britt Rand Sanchez

Title: Partner

STATE OF ARIZONA  
COUNTY OF MARICOPA

On this 14th day of May, 2024, before me personally appeared Britt Rand Sanchez, the Partner, of Tradecor Partners Goodyear, LLC, an Arizona limited liability company, whose identity was proven to me on the basis of satisfactory evidence to be the person who s/he claims to be, and acknowledged that s/he signed the Petition for Modification of Assessment on behalf of Tradecor Partners Goodyear, LLC.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)



Renata Bellivier  
Notary Public in and for the State of Arizona

| New Assessment Number | Assessor Parcel Number     | 2024 FCV                      | New Assessment Amount | VTL Ratio            |
|-----------------------|----------------------------|-------------------------------|-----------------------|----------------------|
|                       |                            |                               |                       |                      |
| 27-02-001             | 500-10-710A <sup>(1)</sup> | \$1,665,581.09 <sup>(2)</sup> | \$ 56,658.07          | 29.40 <sup>(3)</sup> |
| 27-02-002             | 500-10-710B <sup>(1)</sup> | \$795,518.91 <sup>(2)</sup>   | \$ 27,061.16          | 29.40 <sup>(3)</sup> |

(1) According to the latest information available on the Maricopa County Assessor's Office website, the original parcel (APN 500-10-710) as part of this modification of assessment have been assigned new parcel numbers and are reflected herein (APN 500-10-710A and 500-10-710B). The 2024 FCV for the original property prior to modification is reflected as \$2,461,100 according to the Maricopa County Assessor (see below). The 2024 FCV for the split parcels as shown here is not available at this time. Refer to footnote 2 to determine the estimated 2024 FCV based on the newly split parcels.

(2) In order to determine the Estimated 2024 FCV for the newly split parcels, the following equation was utilized. 2024 Estimated FCV = (new assessment square footage/total assessment square footage) x 2024 FCV (\$2,461,100).

(3) Value to Ratio (VTL) is calculated using the 2024 Estimated FCV.

EXHIBIT A

DESCRIPTION OF PROPERTY

ASSESSMENT NO. 27-01-001 (ASSESSOR PARCEL 500-10-710)

LOT 2 PER MINOR LAND DIVISION "SOUTHWEST CORNER OF McDOWELL ROAD AND BULLARD AVENUE",  
ACCORDING TO BOOK 990 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXHIBIT B

LEGAL DESCRIPTION OF PROPERTY

ASSESSMENT NUMBER: 27-02-001 (ASSESSOR PARCEL NUMBER: 500-10-710A)

LOT 2A PER FINAL PLAT "BULLARD AND McDOWELL", ACCORDING TO BOOK 1783 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

ASSESSMENT NUMBER: 27-02-002 (ASSESSOR PARCEL NUMBER: 500-10-710B)

LOT 2B PER FINAL PLAT "BULLARD AND McDOWELL", ACCORDING TO BOOK 1783 OF MAPS, PAGE 34, RECORDS OF MARICOPA COUNTY, ARIZONA.

EXHIBIT C

Amended Assessment Diagram

*(see attached)*



# CITY OF GOODYEAR, ARIZONA

## MCDOWELL ROAD

### COMMERCIAL CORRIDOR

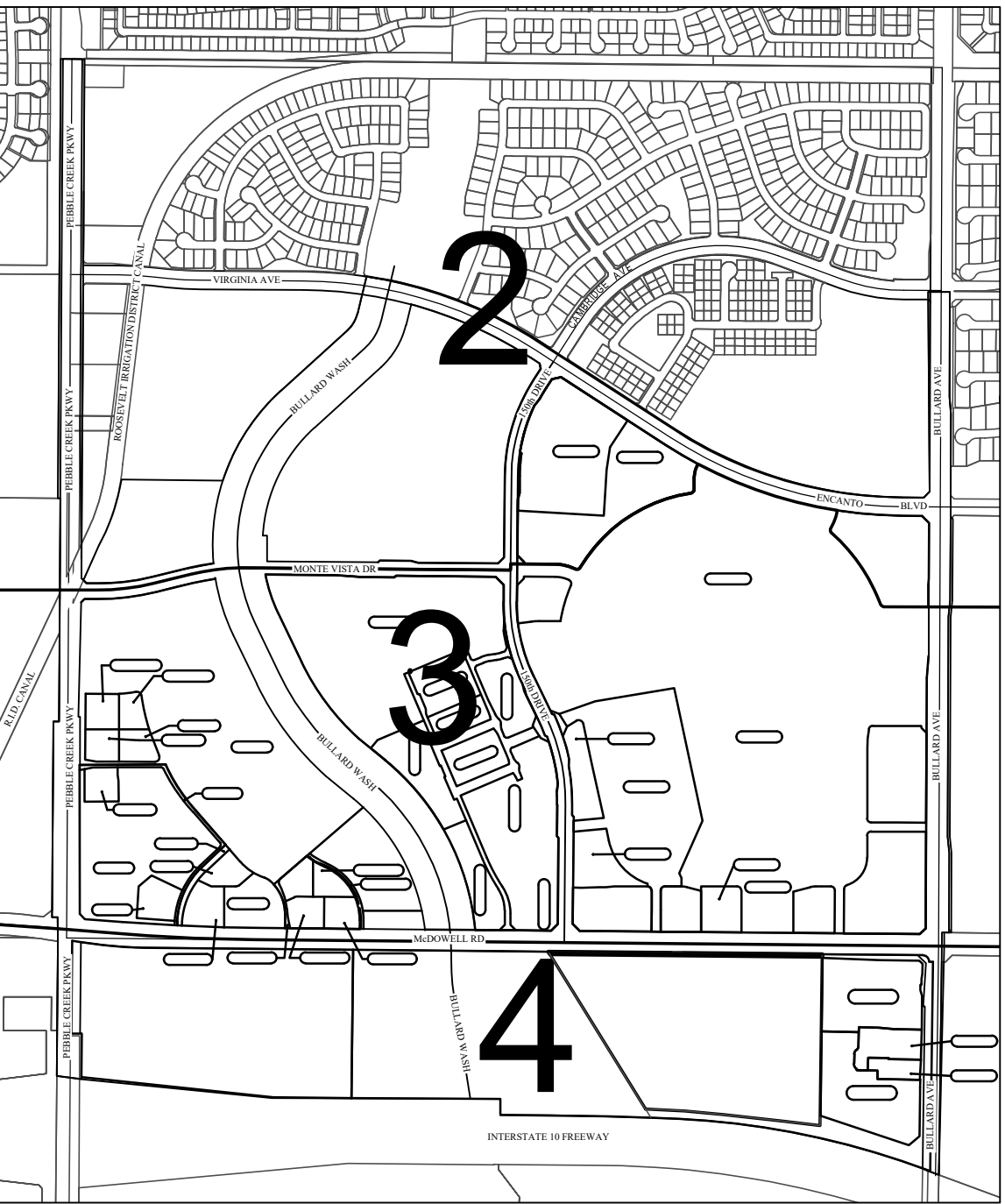
### IMPROVEMENT DISTRICT

### (AMENDED)

**MAYOR**  
JOE PIZZILLO

**VICE MAYOR**  
LAURA KAINO

**COUNCIL MEMBERS**  
SHERI LAURITANO  
WALLY CAMPBELL  
BILL STIPP  
BRANNON HAMPTON  
VICKI GILLIS



**INDEX OF SHEETS**  
NOT TO SCALE

PREPARED BY:



O: 602.263.1177  
1001 N. CENTRAL AVE  
SUITE 900  
PHOENIX, AZ 85004  
[www.ardurra.com](http://www.ardurra.com)

**CERTIFICATION**

I, \_\_\_\_\_, CITY CLERK OF THE CITY OF GOODYEAR, ARIZONA, DO HEREBY CERTIFY THAT THIS IS THE AMENDED ASSESSMENT DIAGRAM OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT, APPROVED BY THE MAYOR AND COMMON COUNCIL OF THE CITY OF GOODYEAR AT A MEETING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_, AND THAT A QUORUM WAS PRESENT.

BY \_\_\_\_\_ FILED BY \_\_\_\_\_  
CITY CLERK SUPERINTENDENT OF STREETS

ASSESSMENT DIAGRAM SUBMITTED THIS \_\_\_\_ DAY OF \_\_\_\_\_  
20\_\_

SUBMITTED BY \_\_\_\_\_  
SUPERINTENDENT OF STREETS

**APPROVAL**

APPROVED BY RESOLUTION NO. \_\_\_\_\_ AT A MEETING OF THE COMMON COUNCIL OF THE CITY OF GOODYEAR, ARIZONA HELD THIS \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_.

BY \_\_\_\_\_  
MAYOR

ATTEST \_\_\_\_\_  
CITY CLERK



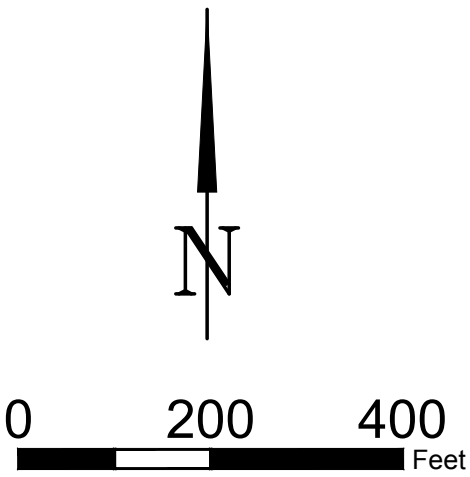


CITY OF GOODYEAR IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM

SCALE: 1" = 200' - 0"

| ASSESSMENT<br>NUMBER | PARCEL<br>NUMBER                       |
|----------------------|----------------------------------------|
| 1-02-001             | APN#                                   |
| 9                    | 501-69-016E                            |
| 10                   | 501-69-966B                            |
| 11-01-001            | 501-73-967                             |
| 11-01-002            | 501-73-968                             |
| 11-01-003            | 501-73-969                             |
| 11-01-004            | 501-73-970                             |
| 11-01-005            | 501-73-971                             |
| 11-01-006            | 501-73-972                             |
| 11-01-007            | 501-73-973                             |
| 11-01-008            | 501-73-974                             |
| 12                   | 501-71-984                             |
| 13-01-001            | 501-71-983A                            |
| 13-01-002            | 501-71-983B                            |
| 14-01-001            | 501-73-965<br>501-73-962<br>501-73-964 |
| 15                   | 501-71-982                             |

| LEGEND |                            |
|--------|----------------------------|
|        | ID BOUNDARY                |
|        | AREA OF IMPROVEMENT        |
|        | PARCEL NUMBER              |
|        | ASSESSMENT NUMBER          |
|        | MODIFIED ASSESSMENT NUMBER |



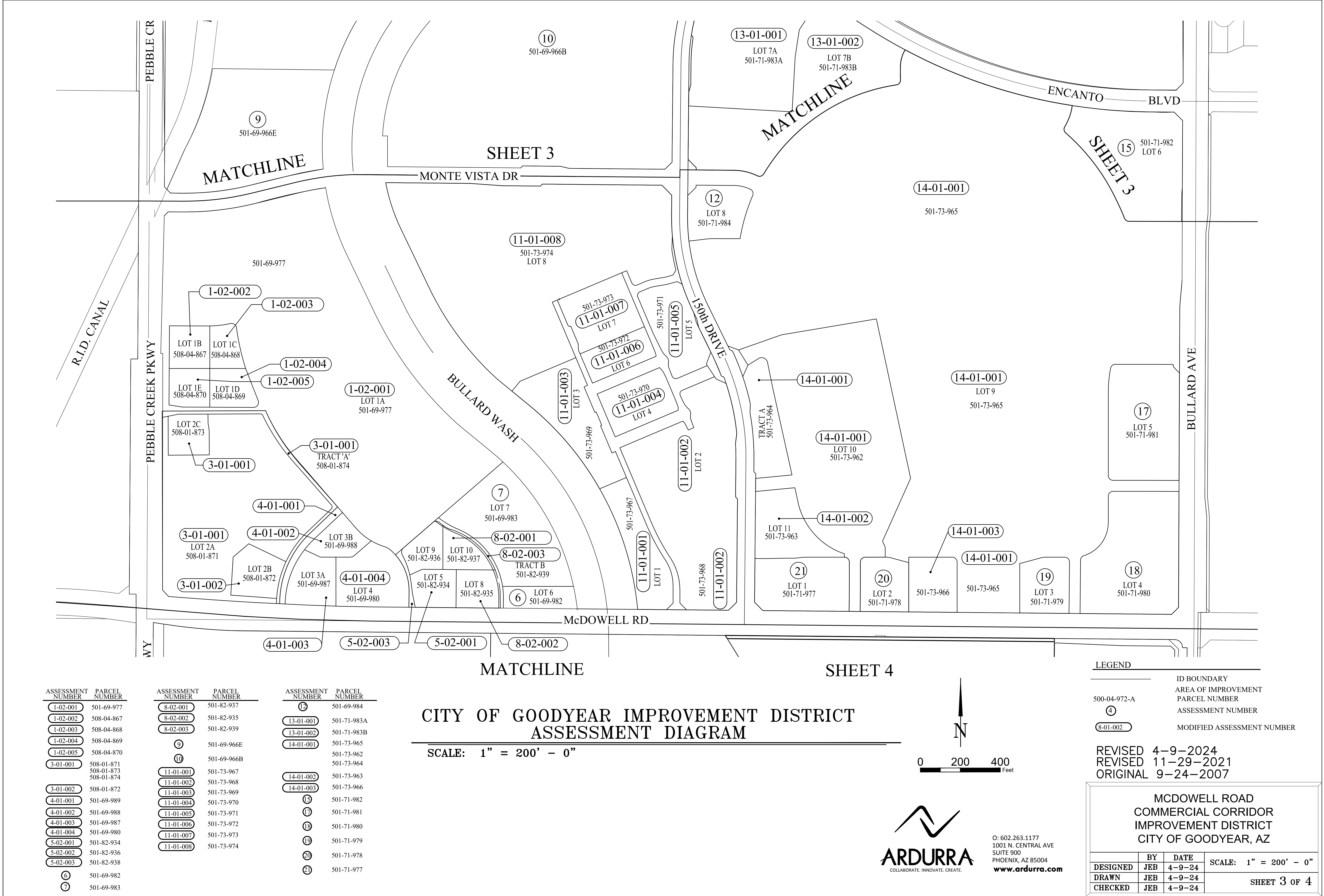
REVISED 4-9-2024  
REVISED 11-29-2021  
REVISED 9-10-2020  
REVISED 5-14-2019  
REVISED 9-10-2018  
REVISED 3-16-2018  
REVISED 10-26-2009  
ORIGINAL 9-24-2007



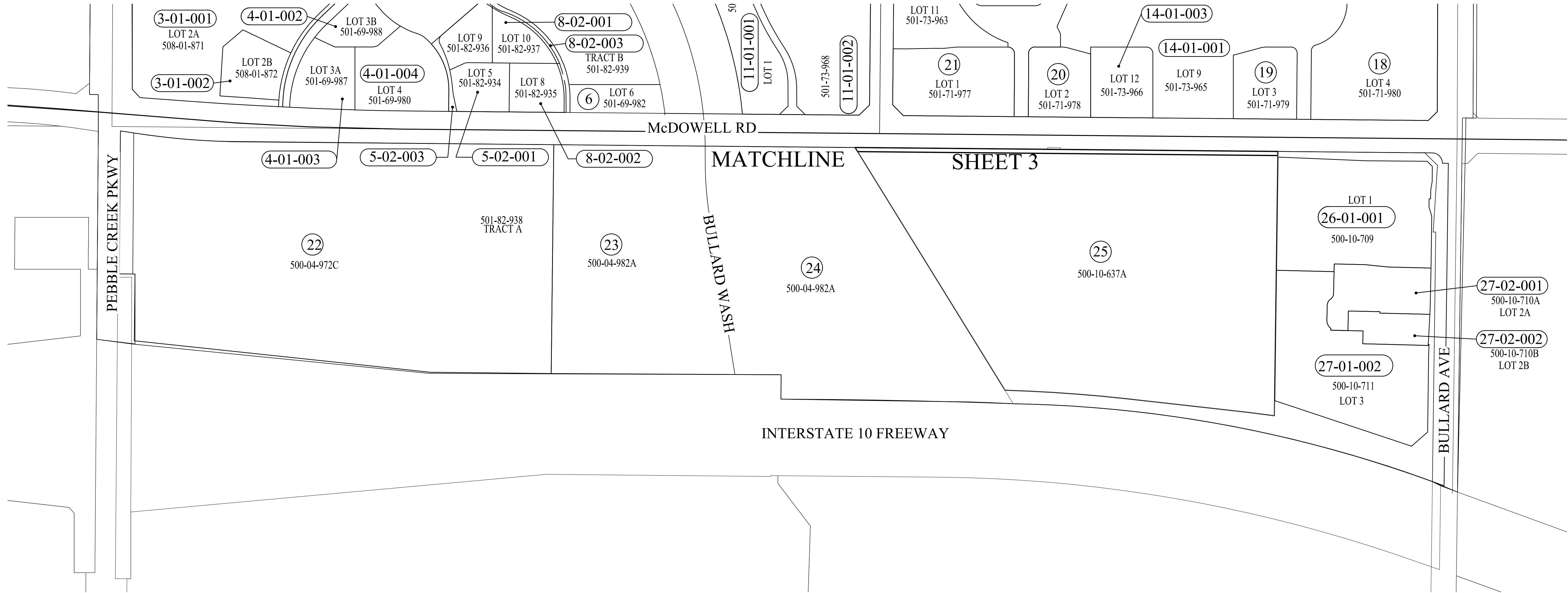
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| MCDOWELL ROAD<br>COMMERCIAL CORRIDOR<br>IMPROVEMENT DISTRICT<br>CITY OF GOODYEAR, AZ |           |                |                                           |
|--------------------------------------------------------------------------------------|-----------|----------------|-------------------------------------------|
| DESIGNED                                                                             | BY<br>JEB | DATE<br>4-9-24 | SCALE: 1" = 200' - 0"<br><br>SHEET 2 OF 4 |
| DRAWN                                                                                | JEB       | 4-9-24         |                                           |
| CHECKED                                                                              | JEB       | 4-9-24         |                                           |





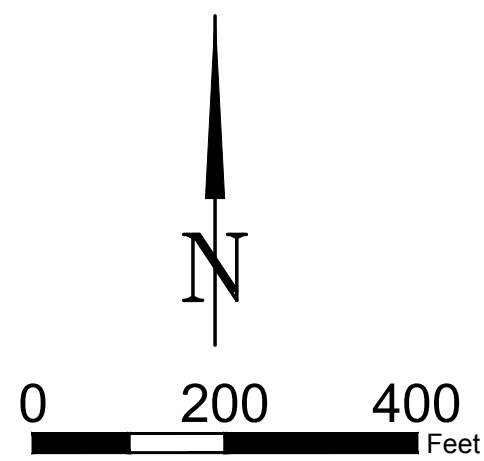




| ASSESSMENT NUMBER | PARCEL NUMBER | ASSESSMENT NUMBER | PARCEL NUMBER |
|-------------------|---------------|-------------------|---------------|
| 3-01-001          | 508-01-871    | 20                | 501-71-978    |
| 3-01-002          | 508-01-872    | 21                | 501-71-977    |
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| 4-01-002          | 501-69-979    | 23                | 500-04-982A   |
| 4-01-003          | 501-69-979    | 24                | 500-04-982A   |
| 4-01-004          | 501-69-980    | 25                | 500-10-637A   |
| 5-02-001          | 501-82-934    | 26-01-001         | 500-10-709    |
| 5-02-002          | 501-82-936    | 27-02-001         | 500-10-710A   |
| 5-02-003          | 501-82-938    | 27-02-002         | 500-10-710B   |
| 6                 | 501-69-982    | 27-01-002         | 500-10-711    |
| 8-02-001          | 501-82-937    |                   |               |
| 8-02-002          | 501-82-935    |                   |               |
| 8-02-003          | 501-82-939    |                   |               |
| 11-01-001         | 501-73-967    |                   |               |
| 11-01-002         | 501-73-968    |                   |               |
| 11-01-003         | 501-73-969    |                   |               |
| 11-01-004         | 501-73-970    |                   |               |
| 11-01-005         | 501-73-971    |                   |               |
| 11-01-006         | 501-73-972    |                   |               |
| 11-01-007         | 501-73-973    |                   |               |
| 11-01-008         | 501-73-974    |                   |               |
| 14-01-001         | 501-73-965    |                   |               |
| 14-01-002         | 501-73-963    |                   |               |
| 14-01-003         | 501-73-966    |                   |               |
| 18                | 501-71-980    |                   |               |
| 19                | 501-71-979    |                   |               |

CITY OF GOODYEAR IMPROVEMENT DISTRICT  
ASSESSMENT DIAGRAM

SCALE: 1" = 200' - 0"



| LEGEND       |                            |
|--------------|----------------------------|
|              | ID BOUNDARY                |
|              | AREA OF IMPROVEMENT        |
| 500-04-972-A | PARCEL NUMBER              |
| ④            | ASSESSMENT NUMBER          |
| 27-01-002    | MODIFIED ASSESSMENT NUMBER |

REVISED 4-9-24  
REVISED 11-29-21  
REVISED 9-10-2020  
REVISED 5-14-2019  
REVISED 9-10-2018  
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| MCDOWELL ROAD<br>COMMERCIAL CORRIDOR<br>IMPROVEMENT DISTRICT<br>CITY OF GOODYEAR, AZ |     |        |                                           |
|--------------------------------------------------------------------------------------|-----|--------|-------------------------------------------|
| DESIGNED                                                                             | BY  | DATE   | SCALE: 1" = 200' - 0"<br><br>SHEET 4 OF 4 |
| DRAWN                                                                                | JEB | 4-9-24 |                                           |
| CHECKED                                                                              | JEB | 4-9-24 |                                           |

## **MODIFIED ASSESSMENT**

**IN THE MATTER OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT PERTAINING TO THE ACQUISITION AND/OR CONSTRUCTION OF CERTAIN IMPROVEMENTS WITHIN THE DISTRICT AND FINANCED BY THE ISSUANCE OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT IMPROVEMENT BONDS, SERIES 2007, AS THEREAFTER REFUNDED BY THE ISSUANCE OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT REFUNDING BONDS, SERIES 2018 AND CERTIFICATES OF OWNERSHIP OF SUPPLEMENTAL INTEREST PAYMENTS PERTAINING THERETO.**

Pursuant to the provisions of Title 48, Chapter 4, Article 2, Arizona Revised Statutes, and amendments and supplements thereto (the “Act”), and pursuant to Resolution 2024-2406, adopted by the Mayor and City Council of the City of Goodyear, Arizona (the “City”) on June 10, 2024 (the “Resolution”), Steve Scinto, acting in his capacity as Superintendent of Streets of the McDowell Road Commercial Corridor Improvement District (the “District”), hereby reallocates the assessment of the final costs of the public infrastructure purposes described hereafter, and apportions such costs as shown herein, upon the lots and parcels of land as described in the Resolution and this Modified Assessment and as shown on the amended Assessment Diagram on file with the City Clerk and as described on Exhibit A (copies of which are attached hereto). The Assessments shall be paid to the City Finance Director, or the Finance Director’s agents or assigns, to finance the acquisition and construction of public infrastructure (as such term is defined in the Act) described in the official statement dated November 14, 2007, for this project (the “Official Statement”), including, but not limited to, street paving and widening, sidewalks, underground utilities, landscaping, drainage, lighting, traffic control and other improvements, and all appurtenances and adjuncts thereto, and the costs incurred in connection with the sale of the McDowell Road Commercial Corridor Improvement District Improvement Bonds, Series 2007, as thereafter refunded by the McDowell Road Commercial Corridor Improvement District Refunding Bonds, Series 2018, described in the prior resolutions adopted by the Mayor and City Council related to the District, all of the above work or improvement to be done and financed in accordance with the Official Statement on file in the offices of the City Clerk and the Superintendent of Streets.

Unless reallocated pursuant hereto, the previously recorded Assessments still apply to the respective real property described in the original recorded Assessments. Pursuant hereto, the Assessment numbered 27-01-001 is reallocated as described herein among Assessment 27-02-001 through 27-02-002.

DATED AS OF: June 10, 2024.

I, Steve Scinto, as the Superintendent of Streets of the McDowell Road Commercial Corridor Improvement District (City of Goodyear, Arizona), do hereby certify that all charges stated are correct and that the computations and calculations of the modified and reallocated assessments are correct.

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Steve Scinto, Superintendent of Streets

RECORDED AS OF THE \_\_\_\_ DAY OF JUNE 2024, IN THE OFFICE OF THE SUPERINTENDENT OF STREETS OF THE MCDOWELL ROAD COMMERCIAL CORRIDOR IMPROVEMENT DISTRICT (CITY OF GOODYEAR, ARIZONA).

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Steve Scinto, Superintendent of Streets

**EXHIBIT A**

Owner: Tradecor Partners Goodyear, LLC  
4455 E. Camelback Road  
Suite E 180  
Phoenix, Arizona 85018

Assessment No.: 27-02-001

Final Assessed Amount to go to Bond: \$56,658.07\*

Property Legal Description:

Lot 2A per Final Plat "Bullard and McDowell," according to Book 1783 of Maps, Page 34, records of Maricopa County, Arizona.

Assessor Parcel Number: 500-10-710A

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**EXHIBIT A**

Owner: Tradecor Partners Goodyear, LLC  
4455 E. Camelback Road  
Suite E 180  
Phoenix, Arizona 85018

Assessment No.: 27-02-002

Final Assessed Amount to go to Bond: \$27,061.16\*

Property Legal Description:

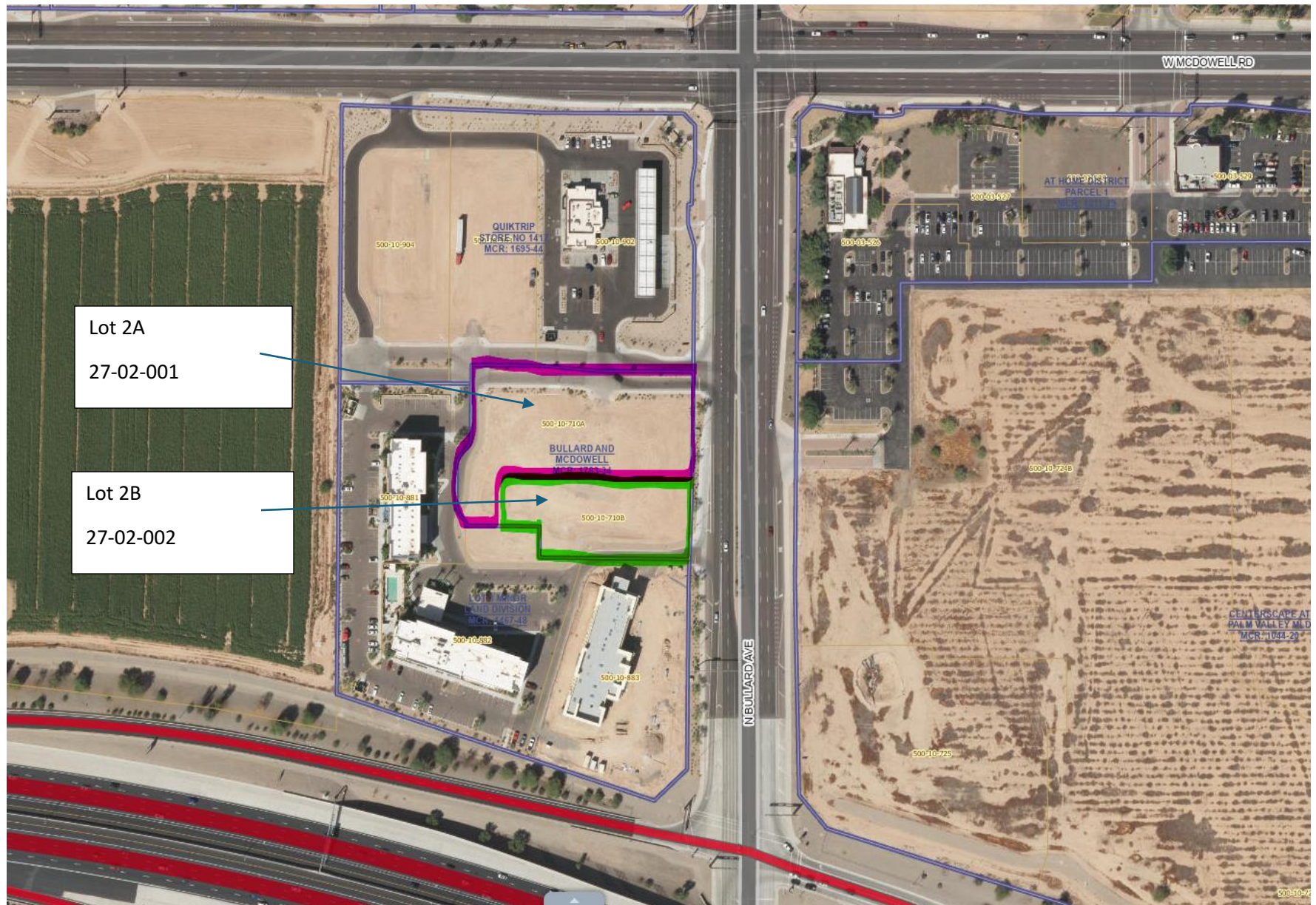
Lot 2B per Final Plat "Bullard and McDowell," according to Book 1783 of Maps, Page 34, records of Maricopa County, Arizona.

Assessor Parcel Number: 500-10-710B

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## Assessment Map





ITEM #: 11.  
DATE: 06/10/2024  
AI #:2030



## CITY COUNCIL ACTION REPORT

**SUBJECT: AUTHORIZATION OF CONTRACT FOR EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42050 – TRAFFIC MANAGEMENT CENTER PARKING LOT IMPROVEMENTS**

**STAFF PRESENTER(S):** David Jossund, Senior Project Manager

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### SUMMARY

A request to authorize a contract for expenditure of construction funds up to \$768,700 for Capital Improvement Program (CIP) Project #42050 – Traffic Management Center Parking Lot Improvements.

### STRATEGIC PLAN ALIGNMENT



Fiscal Resource  
Management

### RECOMMENDATION

Authorize the contract for expenditure of construction funds up to \$768,700 for Capital Improvement Program (CIP) Project #42050 – Traffic Management Center Parking Lot Improvements. (David Jossund, Sr. Project Manager)

### FISCAL IMPACT

CIP Project #42050 – Traffic Management Center Parking Lot Improvements is currently programmed in the FY2024-FY2028 CIP with a total project budget of \$816,100 with an estimated completion date of September 2024.

### BACKGROUND AND PREVIOUS ACTIONS

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

On June 6, 2022 (AI-806), Council approved CIP #42050 Traffic Management Center Parking Lot Improvements in the adoption of Resolution No. 2022-2253 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2023.

On June 12, 2023 (AI-1537), Council approved the carryover of CIP #42050 Goodyear Municipal Complex Tenant Improvements in the adoption of Resolution No. 2023-2318 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2024.

On January 29, 2024 (AI-1874), Council approved the Declaration of Wall and Reciprocal Easement Agreement with the adjacent owners (Thompson & Watten Investments, LLC) to the north of the Traffic Management Center.

On April 15, 2024 (AI-1973), Council approved budget amendments and related expenditure authority, that included a budget amendment for CIP Project #42050.

Goodyear selected Brycon from a cooperative Job Order Contract (JOC) list to complete construction activities for CIP Project #42050 – Traffic Management Center Parking Lot Improvements with a contract not to exceed \$768,700.

### **STAFF ANALYSIS**

CIP Project #42050 – Traffic Management Center Parking Lot Improvements will provide final construction services for improvements to the Traffic Management Center (TMC) parking lot. After the relocation of the Goodyear Clinic from the Traffic Management Center (TMC) site in 2023, the building and parking lot are no longer open to the public. This project will improve the TMC parking lot to provide an on-site, secure space for parking Engineering Department service vehicles, storage of traffic signal equipment and maintenance supplies. Currently, the Engineering vehicles and maintenance materials are stored at 200 S Calle De Pueblo.

The proposed improvements include existing parking lot asphalt repairs, new striping, concrete curb and gutters, an 8' high site perimeter wall, two automated gates, improved site stormwater retention, a sidewalk along Camino Oro Drive, and ancillary landscape and irrigation.

This Council Action Request is to obtain approval of the contract for the expenditure on the construction of CIP Project #42050 – Traffic Management Center Parking Lot Improvements.

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ITEM #: 12.  
DATE: 06/10/2024  
AI #:2044



## CITY COUNCIL ACTION REPORT

**SUBJECT: AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCDD) FOR EMERGENCY DISCHARGE OF BRINE AND INDUSTRIAL COOLING WATER**

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

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### SUMMARY

Agreement with the Buckeye Water Conservation and Drainage District (BWCDD) to provide an alternative location for discharges of reverse osmosis concentrate (brine) and/or industrial cooling water for redundancy.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource  
Management



Economic  
Vitality

### RECOMMENDATION

Approve the agreement with BWCDD to accept brine and industrial cooling water on an intermittent basis. (Barbara Chappell, Water Services Director)

### FISCAL IMPACT

Per the Agreement, BWCDD will accept intermittent discharges of brine and/or industrial cooling water at no cost to the city.

### BACKGROUND AND PREVIOUS ACTIONS

The city council has approved and amended a multi-party agreement between APS, Goodyear, and Buckeye to accept brine into the Palo Verde Generating Station's (PVGS) water reclamation supply system (WRSS) pipeline. The Agreement provides for infrastructure needed to allow Goodyear and Buckeye to deliver brine to the PVGS while mitigating the impacts of the poor quality water.

### STAFF ANALYSIS



The WRSS is a critical piece of infrastructure and will be taken out of service twice per year for maintenance and repairs. This Agreement allows the city to discharge the brine flows into the BWCDD canal during these periods of time.

Additionally, the Agreement allows for large amounts of clear water discharges from industrial cooling as needed to prevent the 157th Avenue Water Reclamation Facility from being overwhelmed or washed out by the discharges.

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### **Attachments**

BWCDD Agreement for RO Concentrate and Industrial Cooling Water

**AGREEMENT**  
**between**  
**CITY OF GOODYEAR**  
**and**  
**BUCKEYE WATER CONSERVATION & DRAINAGE DISTRICT**  
**FOR**  
**DISCHARGE OF R/O CONCENTRATE AND INDUSTRIAL COOLING WATER**  
**INTO THE BWCDD CANAL**

This Agreement between City of Goodyear, a political subdivision of the State of Arizona ("City"), and the Buckeye Water Conservation and Drainage District, a political subdivision of the State of Arizona ("BWCDD") for Discharge of R/O Concentrate and Industrial Cooling Water into the BWCDD Canal (the "Agreement") is entered to allow discharge of concentrate from two City reverse osmosis treatment locations and industrial cooling water from one City-served industrial facility (together, the three facilities are referred to herein as the "Facilities") at two discharge locations into a water delivery canal owned and operated by BWCDD (the "Canal"). The City and BWCDD are collectively referred to in this Agreement as the Parties or individually as a Party.

**STATUTORY AUTHORIZATION**

1. A.R.S. Title 48 Chapter 19, section 48-2978.13, *et seq.*, authorizes the District to exercise exclusive control over all District facilities, rights-of-ways, and other District properties.
2. A.R.S. section 11-951, *et seq.*, authorizes public agencies to enter into intergovernmental agreements for the provision of services or for joint or cooperative action.

**BACKGROUND**

3. The City provides water and wastewater services to its customers within its service area.
4. The City as part of its water services filters raw water sources with reverse osmosis filters that reject a certain quantity of water from the filters that contains concentrated solids and dissolved solids. Two of such City treatment locations are the Bullard Water Campus (BWC) and Site 12. City plans to routinely discharge unfiltered reverse osmosis water from both sites to a water line supplying the Palo Verde Nuclear facility. However, BWCDD and the City through this Agreement agree City may discharge such water at approximately 600 gallons per minute and with total dissolved solids in a range of approximately  $\pm 7500$ -8000 parts per million to the BWCDD Canal when the Palo Verde Nuclear line is unable to accept such water, including during routine waterline maintenance periods.
5. The City as part of its wastewater collection and treatment services accepts discharge of industrial cooling water from an industrial facility currently owned by Microsoft Corporation at 14250 W. Broadway Road in Goodyear, including several adjacent parcels. City plans to routinely accept this discharge through a dedicated pipeline to the City's wastewater treatment facility. However, BWCDD and the City through this Agreement agree City may discharge such water at a rate of up to 800 gallons per minute and with total dissolved solids in a range of approximately  $\pm 2000$ -2500 parts per million to the BWCDD Canal when the City's treatment system is unable to accept such water, including

during wastewater treatment plant process upsets, infrastructure breaks, and during planned routine maintenance periods.

6. BWCDD is able to put the City's periodically discharged reverse osmosis concentrate and industrial cooling water to beneficial use. BWCDD is able to put the City's industrial cooling water discharge periodically discharged to the Canal in a manner that decreases the volume that would otherwise reach City wastewater treatment facilities.
7. The purpose of this Agreement is to define the terms under which the reverse osmosis concentrate and industrial cooling water may be discharged directly to the BWCDD Canal at the discharge points defined below.

### AGREEMENT

NOW THEREFORE, in consideration of the promises and covenants set forth below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

8. **Incorporation of Provisions.** The foregoing introductory and background paragraphs are incorporated herein by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.
9. **Effective Date.** This Agreement shall be effective as of the date all of the following have occurred (the "Effective Date"): (i) this Agreement is approved by the Board of Directors of BWCDD and executed by the Board of Directors of BWCDD or their designee; and (ii) this Agreement is approved by the Goodyear City Council and fully executed by the Goodyear City Manager.
10. **Term.** This Agreement shall commence on the Effective Date described in Section 9 above and shall continue in effect until December 31, 2029 unless terminated earlier as provided in Sections 19 or 20 below.
11. **City's Right to Discharge:** The City shall have the right to discharge reverse osmosis concentrate and/or industrial cooling water into the Canal as such flows are described in Sections 4 and 5 subject to the following:
  - 11.1 Advance Notice. City will provide 15 days' advance notice to BWCDD's General Manager of City's intent to discharge to the BWCDD Canal, but City may provide less notice if less advance notice is required by an emergency situation. If City must discharge with less notice due to an emergency, City will call the BWCDD operational staff immediately to coordinate the discharge.
  - 11.2 Delivery Point. The City and BWCDD agree that discharges into the Canal shall be made at the delivery points shown in Exhibit A attached hereto, generally located near the intersection of 159<sup>th</sup> Avenue and the Canal (both reverse osmosis concentrate from BWC and/or industrial cooling water discharge), and Cotton Lane and the Canal (reverse osmosis concentrate only). In the event redundancy is necessary, or temporary alternative discharge points are needed, the City and BWCDD shall identify such additional or alternative discharge points and the City shall be entitled to discharge the water into the



Canal from such discharge points to the extent that the alternative delivery point does not cause damage to the BWCDD Canal.

- 11.3 Metering. All discharges by the City to the BWCDD Canal shall be properly metered and reported on a monthly basis, and all costs related to metering and reporting shall be paid by the City.
- 11.4 Dry-Up Period. The City shall not discharge into the Canals during scheduled dry-up periods during which the BWCDD performs maintenance. The BWCDD shall provide the City with thirty (30) days written notice of the scheduled dry-up.
- 11.5 Emergencies. The City shall not discharge into the Canal following notification by BWCDD of a natural event or emergency that causes a temporary inability for the Canal to accept discharge from the City. By way of example, but not limitation, such an event may include storm events that cause an increase in the level of water in the Canal such that the City's discharge into the Canal may cause a breach of the Canal and the occurrence of some event that would require emergency repairs. BWCDD shall notify the City by calling the City's On-Call number of the City's Reclamation Operations at 623-606-4831 of the need for the City to temporarily stop discharges into the Canal. Within one-hour or less of receiving notification from the BWCDD of an emergency event as provided herein, the City shall shut-off discharges into the Canal. BWCDD shall notify the City as soon as practicable when discharges can resume by contacting the On-Call number set forth above.
- 11.6 Requirements for Discharges of Water. Discharges of water into the Canal are governed by and subject to all applicable federal, state, and local laws, rules, and regulations governing such discharges.
- 11.7 Water Quality Reporting. The City agrees to provide water quality sampling results of the water discharged into the Canal as requested by BWCDD, and incur the full cost for any such sampling and delivery of results. If the District has concerns with the reported water quality, those concerns will be reported, in writing or via e-mail, to the City within 30 days of receipt of the water quality sampling data/reports. The City agrees to remediate water quality concerns in a timely manner and suspend discharge if that becomes necessary.
- 11.8 Permitting. The City shall, at the City's sole cost, amend any of its existing permits and obtain any additional federal, state or local permits as may be required for the City's discharge of the water referenced in this Agreement into the Canal. BWCDD shall cooperate with the City in the City's efforts to obtain such amendments or new permits by providing information as may reasonably requested by the City in a timely manner. In the event the City violates any terms or conditions of any such requisite permit, the City will agree to indemnify and hold harmless BWCDD as to any such violations.

- 11.9 Minimum Deliveries. The City is not obligated to provide any minimum delivery of water to the Canal; however, the City shall notify BWCDD of any increase or decrease in average daily flows within 1 hour of change in flows to the Canal.
12. **Canal Improvements**. No improvements are needed for the BWCDD Canal to accommodate the level of flow of water authorized for discharge to the Canal in this Agreement.
13. **Joint Cooperation**.
- 13.1 Permits. The City shall obtain all necessary permits to meet City's regulatory requirements to effectuate the Parties' purposes for entering into this Agreement and BWCDD agrees to support these efforts.
- 13.2 Easements. If it becomes necessary for BWCDD to provide any easements to the City for the construction or operation of infrastructure needed for the City to discharge water into the Canal, BWCDD agrees to provide such required easement(s), temporary or permanent, to the City at no cost.
- 13.3 Mutual Aid. Each Party agrees to work cooperatively to restore normal operations if any emergency impacts discharges under this Agreement.
- 13.4 Delivery of Documents. The Parties agree to execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.

#### GENERAL TERMS AND CONDITIONS

14. **No Effect on Other Party Agreements**. This Agreement supplements, and does not replace or supersede existing agreements between the Parties regarding other discharges at other locations and other matters. The Parties intend that this Agreement be a standalone agreement for water discharge at the locations shown in Exhibit A. Any amendment or termination or expiration of other agreements between the Parties shall have no effect on this Agreement unless the Parties expressly agree to the change in a subsequent writing.
15. **Entire Agreement**. This Agreement, including all Exhibits attached to this Agreement, constitutes the entire understanding between the Parties regarding the subject matter of this Agreement, supersedes any and all previous understandings between the Parties regarding the subject matter of this Agreement, and binds and inures to the benefit of the Parties, their successors, assigns and purchasers for value. Neither of the Parties has entered into this Agreement in reliance upon any oral or written representation or information provided by the other Party. This Agreement cannot be modified or changed except by a written instrument executed by all of the Parties hereto.
16. **Limitations of this Agreement**.
- 16.1 Limited Obligations. 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 does not imply authority to perform any tasks, or accept any responsibility, not expressly stated in this Agreement.



- 16.2 No Roadway Control. This Agreement does not grant authority to control any City roadway except to the extent necessary to perform the tasks expressly undertaken pursuant to this Agreement, and then, pursuant to a permit if required by the City.
- 16.3 No Other Benefitted Parties. Nothing contained in this Agreement shall create any partnership, joint venture or other agreement between the Parties hereto. No term or provision of this Agreement is intended or shall be for the benefit of any person or entity not a party to this Agreement, and no such other person or entity shall have any right or cause of action under this Agreement.
17. **Interpretation.**
- 17.1 Governing Law. The laws of the State of Arizona govern the interpretation and performance of this Agreement, and any action brought to enforce this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona.
- 17.2 Time is of the Essence. Time is of the essence in this Agreement. Unless otherwise specified in this Agreement, the term “day” means calendar day. If the date for performance of any obligation under this Agreement or the last day of any time period provided in this Agreement falls on a Saturday, Sunday, or legal holiday, then the date for performance or time period shall expire at the close of business on the first day thereafter that is not a Saturday, Sunday or legal holiday
- 17.3 Construction. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
- 17.4 Legal Review. Each Party has reviewed this Agreement and has had the opportunity to have it reviewed by their respective legal counsel.
- 17.5 Section Headings. Section headings and other headings in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- 17.6 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such a manner as to be valid under applicable law, but if any provision shall be invalid or prohibited under the law, such provision shall be ineffective to the extent of such prohibition or invalidation but shall not invalidate the remainder of such provision or the remaining provisions if the Parties’ intent can be fulfilled by such interpretation.
18. **No Waiver**. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
19. **Termination by Agreement**. Either Party may terminate this Agreement upon a written request of the Party with 365 days’ advance written notice.

20. **Default and Termination.** Upon the occurrence of an Event of Default, in addition to any remedies available under this Agreement, in law, or in equity to the Party not in default (the “Non-defaulting Party”), the Non-Defaulting Party shall have the right to terminate this Agreement immediately upon written notice to the Party responsible for the occurrence of the Event of Default (the “Defaulting Party”) if the Event of Default is not properly cured pursuant to Section 20.1 below.

20.1 Event of Default. The occurrence of any of the events set forth below shall constitute an Event of Default hereunder (“Event of Default”):

- A. Failure or refusal of the Defaulting Party to timely perform any term, covenant, or condition pursuant to the terms and conditions of this Agreement;
- B. Failure to make any payment required hereunder within thirty (30) days of written notice from the Non-defaulting Party that such payment is overdue, provided such payment is properly owed;
- C. Unless caused by an Uncontrollable Circumstance, the failure to otherwise comply with any of the other obligations, covenants, agreements, terms, or provisions of this Agreement. “Uncontrollable Circumstance” means any act, event, or condition that is caused by or due to circumstances beyond the reasonable control of the Party relying thereon as justification for not performing an obligation or complying with any condition required of such Party under this Agreement, and that materially interferes with performing its obligations hereunder (other than payment obligations) to the extent that such act, event, or condition is not the result of the willful or negligent act, error or omission, failure to exercise reasonable diligence, or breach of this Agreement on the part of such Party; and
- D. Breach of any warranty as set forth in Section 24.1 below.

20.2 Opportunity to Cure. The Defaulting Party shall have forty-five (45) days following the receipt of written notice of an Event of Default by the Non-Defaulting Party to cure the Event of Default, which notice shall clearly identify the specific nature of the Event of Default. As to non-monetary Events of Default, if and to the extent the Event of Default cannot reasonably be cured within such forty-five (45) day period, and if the Defaulting Party has diligently attempted to cure the same and thereafter continues to diligently cure the same, then the cure period provided for herein shall extend for the period of time reasonably needed to cure the Event of Default.

20.3 Remedies. Upon the occurrence of any Event of Default and at any time thereafter, the Non-Defaulting Party may, but shall not be required to, exercise any remedies now or hereafter available to it at law or in equity.

21. **Termination for Non-Appropriation of Funds.** Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the City of Goodyear’s governing council and the BWCDD’s



governing body in such fiscal year. This Agreement may be terminated by any Party at the end of any fiscal year due to non-appropriation of funds.

22. **Cancellation for Conflicts of Interest.** The provision of A.R.S. § 38-511 are incorporated into this Agreement to the extent applicable, and this Agreement shall be subject to termination pursuant to the provisions of A.R.S. § 38-511.
23. **Indemnification.** By entering into this Agreement, the Parties agree that, to the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the other Party's departments, agencies, officers, employees, elected officials or agents, for, from and against all loss, liability, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the negligent performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement, except to the extent such injury or damage as shall have been caused or contributed to by the negligence of the other Party. The damages which are the subject of this indemnity shall include but not be limited to the damages incurred by any Party, its departments, agencies, officers, employees, elected officials, or agents. In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorneys' fees. This obligation shall survive the expiration or earlier termination of this Agreement.
24. **Compliance with Applicable Laws.**
  - 24.1 Compliance with A.R.S. § 41-4401. The Parties warrant they are in compliance with A.R.S. § 41-4401.
  - 24.2 Compliance with Immigration Laws. The Parties agree that all contractors or subcontractors contracted by a Party to perform work on the Canal or any associated discharge infrastructure shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three (3) years, whichever is longer.
25. **Notices.** All notices required under this Agreement to be given in writing shall be sent to the addresses set forth below or to any other addresses designated by any of the Parties in a writing:

**City:**

City of Goodyear  
Attn: Water Services Director  
4980 S. 157th Avenue  
Goodyear, Arizona 85338  
Operations Emergency Phone: 623-606-4831



with a copy to:

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

BWCDD:

Buckeye Water Conservation and Drainage District  
Attn: General Manager  
205 E. Roosevelt Avenue  
Buckeye, Arizona 85326  
Operations Emergency Phone: \_\_\_\_\_

All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or courier) or may be sent by regular, certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, and shall be deemed sufficiently given if served in a manner specified in this paragraph. Either Party may by written notice to the other specify a different address for notice. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 5 days after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or overnight courier that guarantee next day delivery shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

26. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assignees. Neither Party shall assign its interest in this Agreement without the prior written consent of the other Party which shall not unreasonably withheld.
27. **Survival Clause.** All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes, by way of example but not limitation: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions, and all remedies and damage related provisions. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement, shall not be construed as limiting the application of this survival clause as to other provisions in this Agreement.
28. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement, binding on all the Parties. Further this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement

delivered by facsimile, e-mail, 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement.

**BUCKEYE WATER CONSERVATION  
AND DRAINAGE DISTRICT**, a political  
subdivision of the State of Arizona

By:  \_\_\_\_\_  
Its: General Manager

**CITY OF GOODYEAR**, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Wynette Reed, City Manager

Approval as to form:

By: \_\_\_\_\_  
Attorney for BWCDD

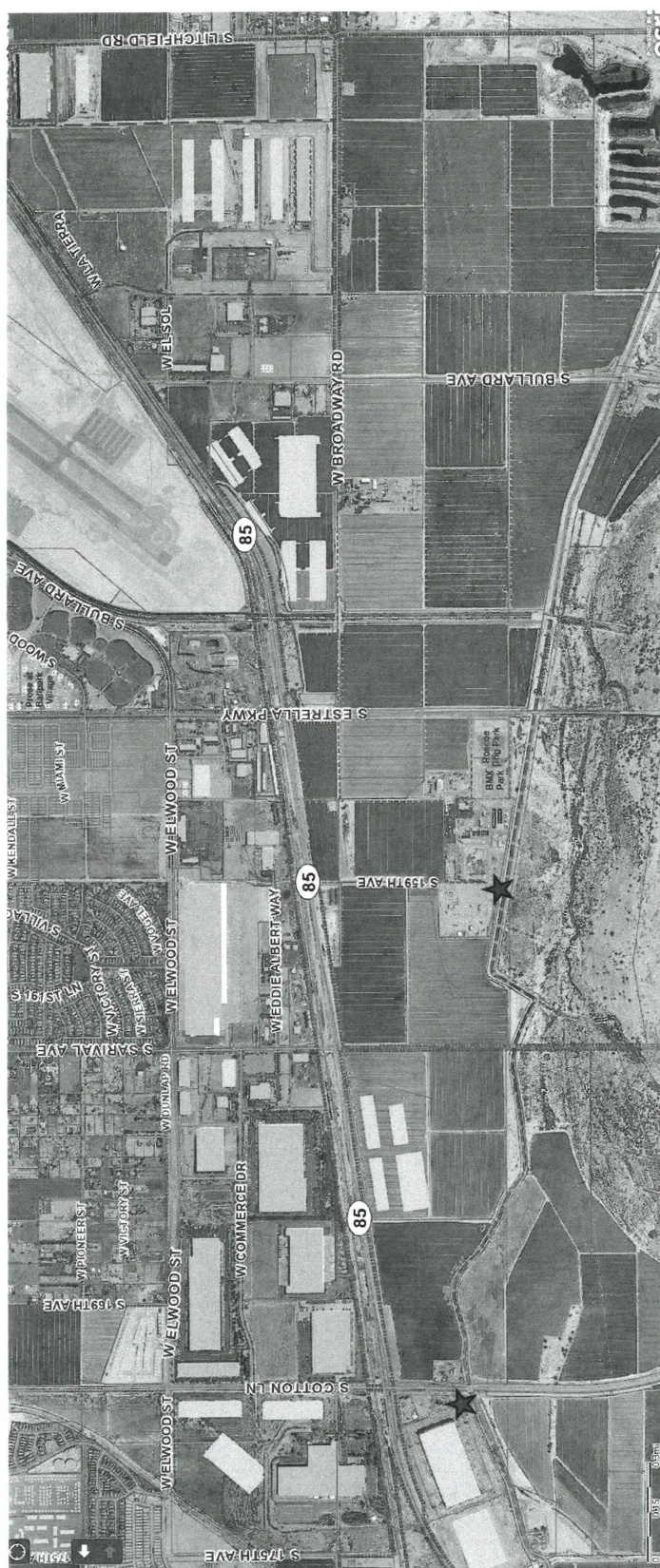
By: \_\_\_\_\_  
City Attorney

\_\_\_\_\_

EXHIBIT A

Discharge Locations





★ Discharge Points

Microsoft Facility

ITEM #: 13.  
DATE: 06/10/2024  
AI #:2029



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: ADOPTION OF PUBLIC SAFETY PERSONNEL RETIREMENT  
SYSTEM FY2025 PENSION FUNDING POLICY**

**STAFF PRESENTER(S):** Jared Askelson, Finance Director

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### **SUMMARY**

Adoption of the Public Safety Personnel Retirement System (PSPRS) FY2025 Pension Funding Policy.

### **STRATEGIC PLAN ALIGNMENT**



Fiscal Resource  
Management

### **RECOMMENDATION**

Adopt the Public Safety Personnel Retirement System FY2025 Pension Funding Policy.  
(Jared Askelson, Finance Director)

### **FISCAL IMPACT**

Adoption of this policy maintains all of our current budgetary practices related to pension funding.

### **BACKGROUND AND PREVIOUS ACTIONS**

With the 2018 passing of House Bill 2097 every governing body of a PSPRS plan is required to pass a Pension Funding Policy no later than June 30th of each year and post the policy on the governing body's website. Council has adopted the Pension funding policies for each year beginning with FY2019. As presented the pension policy mirrors the prior year policy with one addition clarifying that all unapplied contributions remaining at year end will be applied towards the unfunded balance. The City of Goodyear pension funding policy is based upon the model policy created by the League of Arizona Cities and meets all requirements of state law.

### **STAFF ANALYSIS**

The proposed City of Goodyear PSPRS FY2025 Pension funding policy continues to commit the city to funding annual contributions from operating revenues and further commits us to pre-pay all employer and a portion of employee contributions. These pre-payments maximize interest earnings which increases the financial strength and sustainability of our public safety pensions. Included in the pre-payment of 100% of budgeted city funds are all amounts budgeted for vacant positions, as well as funds budgeted for employees in the DROP program for which no city contribution is required, less alternative 457 contributions. By committing 100% of all budgeted funds the City of Goodyear is actively reducing the unfunded liabilities of the system and increasing the long-term sustainability of our public safety pensions.

To fulfill the statutory requirement of Laws 2018, Chapter 122 the City must annually enact a policy to outline and communicate the Council's pension funding objectives as follows:

Beginning on or before July 1, 2019, each governing body of an employer shall annually:

1. Adopt a pension funding policy for the system for employees who were hired before July 1, 2017. The pension funding policy shall include funding objectives that address at least the following:
  - a) How to maintain stability of the governing body's contributions to the system.
  - b) How and when the governing body's funding requirements of the system will be met.
  - c) Define the governing body's funded ratio target under the system and the timeline for reaching the targeted funded ratio.
2. Formally accept the employer's share of the assets and liabilities under the system based on the system's actuarial valuation report.
3. Post the pension funding policy on the governing body's public website.

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## **Attachments**

FY2025 PSPRS Funding Policy

**City of Goodyear**  
**Public Safety Personnel Retirement System**  
**FY2025 Pension Funding Policy**  
(June 10, 2024)

The intent of this policy is to clearly communicate the Council's pension funding objectives and its commitment to our employees and the sound financial management of the City and to comply with statutory requirements of Laws 2018, Chapter 112.

Several terms are used throughout this policy:

**Unfunded Actuarial Accrued Liability (UAAL)** – Is the difference between trust assets and the estimated future cost of pensions earned by employees. This UAAL results from actual results (interest earnings, member mortality, disability rates, etc.) being different from the assumptions used in previous actuarial valuations.

**Annual Required Contribution (ARC)** – Is the annual amount required to pay into the pension funds, as determined through annual actuarial valuations. It is comprised of two primary components: normal pension cost – which is the estimated cost of pension benefits earned by employees in the current year; and, amortization of UAAL – which is the cost needed to cover the unfunded portion of pensions earned by employees in previous years. The UAAL is collected over a period of time referred to as the amortization period. The ARC is a percentage of the current payroll.

**Funded Ratio** – Is a ratio of fund assets to actuarial accrued liability. The higher the ratio the better funded the pension is with 100% being fully funded.

**Intergenerational equity** – Ensures that no generation is burdened by substantially more or less pension costs than past or future generations.

The City's police and fire employees who are regularly assigned hazardous duty participate in the Public Safety Personnel Retirement System (PSPRS).

### **Public Safety Personnel Retirement System (PSPRS)**

PSPRS is administered as an agent multiple-employer pension plan. An agent multiple-employer plan has two main functions: 1) to commingle assets of all plans under its administration, thus achieving economy of scale for more cost efficient investments, and invest those assets for the benefit of all members under its administration and 2) serve as the statewide uniform administrator for the distribution of benefits.

Under an agent multiple-employer plan each agency participating in the plan has an individual trust fund reflecting that agencies' assets and liabilities. Under this plan all contributions are deposited to and distributions are made from that fund's assets, each fund has its own funded ratio and contribution rate, and each fund has a unique annual

actuarial valuation. The City of Goodyear has two trust funds, one for police employees and one for fire employees.

Council formally accepts the assets, liabilities, and current funding ratio of the City's PSPRS trust funds from the June 30, 2023 actuarial valuation, which are detailed below.

FY2025

| Trust Fund*             | Assets        | Accrued Liability | Unfunded Actuarial Accrued Liability | Funded Ratio |
|-------------------------|---------------|-------------------|--------------------------------------|--------------|
| Goodyear Police         | \$72,605,874  | \$81,579,168      | \$8,973,294                          | 89.0%        |
| Goodyear Fire           | 79,622,675    | 80,682,930        | 1,060,255                            | 98.7%        |
| City of Goodyear Totals | \$152,228,549 | \$162,262,098     | \$10,033,549                         | 93.8%        |

\*Includes Pension and Health for Tiers I & II

## **PSPRS Funding Goal**

Pensions that are less than fully funded place the cost of service provided in earlier periods (amortization of UAAL) on the current taxpayers. Fully funded pension plans are the best way to achieve taxpayer and member intergenerational equity.

**The Council's PSPRS funding ratio goal is 100% (fully funded) by June 30, 2038.**

Council established this goal for the following reasons:

- The PSPRS trust funds represent only the City of Goodyear's liability
- The fluctuating cost of an UAAL causes strain on the City's budget, affecting our ability to provide services
- A fully funded pension is the best way to achieve taxpayer and member intergenerational equity

Council has taken the following actions to achieve this goal:

Maintain ARC payment from operating revenues – Council is committed to maintaining the full ARC payment (normal cost and UAAL amortization) from operating funds. The estimated combined ARC for FY2024 is \$5,106,096 and will be payable from operating funds.

- Additional payments above the ARC have been and will be made as follows:
  - Prepayments of both the Employer and Employee ARC will be made within the first 90 days of the fiscal year.
    - Pre-funding the full City contribution and a portion of employee contributions has an immediate impact on long term funding due to the increased investment returns applied directly to the City's PSPRS accounts.
    - Employer contributions will be pre-paid in full at the full amount included in the City's annual budget.



- The City's annual budget amount is based upon the actuarial determined rate applied to 100% full employment for all positions including budgeted vacant positions, positions filled by an employee in DROP and all other eligible positions whereby contributions, or alternative 457 contributions, are not currently required, but have been budgeted for by the City.
- Unapplied advanced contributions on balance with PSPRS on June 30<sup>th</sup> will be applied towards unfunded liability.
- Employee contributions will be pre-paid at 50-75% of the estimated employee ARC based upon cash flow needs at the discretion of the Finance Director.
- Consideration of additional funding appropriations from the general fund are reviewed annually.

Based on these actions the Council plans to achieve its goal of 100% funding by June 30, 2038, in accordance with the amortization timeline set forth by the PSPRS June 30, 2023 Actuarial Valuation.

ITEM #: 14.  
DATE: 06/10/2024  
AI #:2109



## CITY COUNCIL ACTION REPORT

**SUBJECT: EL CIDRO PHASE 2 PARCEL 1C FINAL PLAT**

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

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### OTHER PRESENTER(S):

CVL Consultants, Doug Chubin

### SUMMARY

A Final Plat subdividing approximately 36.57 acres into 160 lots and 12 tracts at the intersection of S. Citrus Road and W Broadway Road.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource  
Management



Economic  
Vitality



Sense of  
Community

### RECOMMENDATION

Conditionally approve the Final Plat of El Cidro Phase 2, Parcel 1C subdividing approximately 36.57 acres generally located near the northeast corner of S. Citrus Road and W. Broadway Road into 160 lots and 12 tracts, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

### STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;

2. Prior to recordation of the Final Plat for El Cidro Phase 2 Parcel 1C (the "Final Plat"), the dedication language dedicating the streets and conveying the tracts to the HOA shall be revised as follows:

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W **DEDICATED HEREON**" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DECLARES TRACTS A THROUGH L (A-L), INCLUSIVE, AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND, SUBJECT TO THE **EASEMENTS GRANTED HEREIN AND THE** COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS IMPOSED UPON SUCH TRACTS, CONVEYS TO EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, TRACTS A THROUGH L (A-L), INCLUSIVE, WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENT.

3. The Final Plat for El Cidro Phase 2 Parcel 1C shall not be recorded until all of the City Council has abandoned the right of way and/or easement conveyed to the City over the areas reflected in the legal description in the document titled Legal Description for El Cidro Right-of-Way Abandonment attached hereto.
4. Prior to recordation of the Final Plat, Owner shall submit an updated title report for the property included within the Final Plat prepared after council has approved the abandonment of the right of way and termination of easement described above and after all documents effectuating the abandonment and termination have been recorded in the official records of the Maricopa County Recorder.
5. Prior to recordation of the Final Plat shall be modified to reflect the current ownership and current lender as reflected in the updated title report that is to be provided, and 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.
6. Prior to recordation of the Final Plat, Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the persons executing the Final Plat are authorized to do so.
7. The property owner shall be required, at owner's sole cost and expense, to relocate any and all utility infrastructure located within the Abandonment Area as described in the attachment hereto.

## **FISCAL IMPACT**

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

## **BACKGROUND AND PREVIOUS ACTIONS**

The preliminary plat of El Cidro was approved by the City Council on February 26, 2016.

## **STAFF ANALYSIS**

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

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### **Attachments**

1. Final Plat
2. Legal Description for El Cidro Right-of-Way Abandonment
3. Aerial Photo
4. Preliminary plat



STATE OF ARIZONA                 )  
COUNTY OF MARICOPA         ) SS  
KNOW ALL MEN BY THESE PRESE

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREETS DESIGNATED AS "R/W DEDICATED HEREON" SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DECLARES TRACTS A THROUGH L (A-L), INCLUSIVE, AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS IMPOSED UPON SUCH TRACTS A THROUGH L (A-L), INCLUSIVE, AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS TRACTS A THROUGH L (A-L), INCLUSIVE, WITHIN THIS FINAL PLAT FOR THE PURPOSE INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS.

13-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"),  
 14-FOR USE BY THE CITY AND ITS PERMITTEES, WASTEWATER LINE AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE,  
 15-AND UNDER ALL AREAS WITHIN TRACT D DESIGNATED AS "SEWER EASEMENT" AS SHOWN ON THIS FINAL PLAT AND  
 16-RECORDS OF THE CITY OF GOODYEAR, ARIZONA, THE FOLLOWING WASTEWATER LINE AND ACCESS EASEMENTS. THE  
 17-WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING, INSTALLING,  
 18-OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING WASTEWATER LINES AND APPURTENANCES THAT WILL BE  
 19-OWNED BY THE CITY OR ITS ASSIGNEES (THE "WASTEWATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW)  
 20-WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WASTEWATER LINE AND ACCESS EASEMENT AREAS. NO  
 21-OTHER UTILITIES SHALL BE INSTALLED OR MAINTAINED IN OR UNDER THE WASTEWATER LINE AND ACCESS EASEMENT  
 22-WASTEWATER LINE AND ACCESS EASEMENT AREAS EXCEPT UPON THE PRIOR WRITTEN CONSENT OF THE CITY.  
 23-NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WASTEWATER LINE AND  
 24-ACCESS EASEMENT AREAS AND THE WASTEWATER LINE AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL  
 25-VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND  
 26-POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER FACILITIES (THE "ACCESS FACILITIES"). OWNER SHALL MAINTAIN, INSPECT,  
 27-REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS REQUIRED HEREIN, INCLUDING THE OBLIGATION TO COMPLY WITH  
 28-THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE  
 29-THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS  
 30-FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY  
 31-INCURS IN DOING SO. THE WASTEWATER LINE AND ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE  
 32-TO REMAIN IN THE CITY OF GOODYEAR, ARIZONA, AND SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WASTEWATER  
 33-LINE AND ACCESS EASEMENT AREAS.

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR ("THE CITY") FOR USE BY THE CITY AND ITS PERMITTEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A-L, INCLUSIVE, AND IN LOTS DESIGNATED AS "PUE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"), SUCH PUBLIC UTILITY EASEMENTS BEING NECESSARY FOR THE CITY AND ITS PERMITTEES TO CONSTRUCT, MAINTAIN, REPAIR, REPLACE AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC ENTERING UPON PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS BEING HEREBY DEDICATED TO THE CITY AND ITS PERMITTEES, AND TO THE CITY AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR ("THE CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, D, E AND I INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF ON-SITE AND OFF-SITE STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PREMISES DESCRIBED HEREIN APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE AND REPAIR OF DRAINAGE FACILITIES INCLUDING BUT NOT LIMITED TO: DRAINAGE PIPES, DRAINAGE DRY WELLS, HEADWALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES SHOULD PERFORM THE MAINTENANCE WORK, OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, D, E AND I.

LS-GOODYEYER LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HEREBY DEDICATES TO EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ALL DRAINAGE EASEMENTS ACROSS TRACTS A, D, E, AND I AND ALL AREAS DESIGNATED HEREON AS "DRAINAGE EASEMENTS". THE EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ABOVE-GROUND AND BELOW-GROUND DRAINAGE FACILITIES, INCLUDING CATCH BASINS, DETENTION SUPPERS, STORM DRAINS, HEADWALLS, RETENTION BASINS, DETENTION BASINS, EROSION CONTROL AREAS, AND DRY WELLS.

LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO EL CIDRO HOMEOWNERS ASSOCIATION, AN ARIZONA NO-PROFIT CORPORATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "N.V.N.E." AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PERMITTING THE CITY OF GOODYEAR AND EL CIDRO HOMEOWNERS ASSOCIATION TO USE THE VEHICLE NON-ACCESS EASEMENT AREAS OF THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

IN WITNESS WHEREOF LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE SIGNED BY THE UNDERSIGNED DULY AUTHORIZED THIS REPRESENTATIVE THIS

\_\_\_\_ DAY OF \_\_\_\_\_ 2024

BY: LS-GOODYEAR LLC,  
A DELAWARE LIMITED LIABILITY COMPANY

BY: LANDSEA HOMES OF ARIZONA LLC  
A DELAWARE LIMITED LIABILITY COMPANY  
ITS MANAGING MEMBER

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

[illegible]

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME

PERSONALLY APPEARED \_\_\_\_\_, AND ACKNOWLEDGED HIMSELF/HERSELF  
TO BE AN AUTHORIZED AGENT OF LS-GOODYEAR LLC, A DELAWARE LIMITED LIABILITY COMPANY, AND  
ACKNOWLEDGED THAT HE/SHE, AS THE AUTHORIZED AGENT, BEING DULY AUTHORIZED TO DO SO,  
EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC DATE

THIS  
PROJECT-

A detailed map of a residential area. The map features a grid of streets. A north arrow is located in the bottom left corner, pointing upwards. The map includes the following streets and landmarks:

- Streets (from top to bottom):** BETHANY HOME RD., CAMELBACK RD., INDIAN SCHOOL RD., THOMAS RD., McDOWELL RD., VAN BUREN ST., WEST YUMA RD., LOWER BUCKEYE RD., BROADWAY RD., SOUTHERN AVE., COUNTY ROUTE 85 BASELINE RD., BELOAT RD., ELLIOT RD., NARRAMORE RD., RAY RD., WILLIAMS FIELD RD., ALIGNMENT RD., PECOS RD., ALIGNMENT RD., GERMANN RD., ALIGNMENT RD., QUEEN CREEK RD., ALIGNMENT RD., OCOTILLO RD., ALIGNMENT RD., CHANDLER HEIGHTS RD., ALIGNMENT RD., RIGGS RD., ALIGNMENT RD., HUNT RD., ALIGNMENT RD., PATTERSON RD., ALIGNMENT RD.
- Other Streets:** RAINBOW VALLEY RD. (vertical), ESTRELLA PARKWAY (diagonal), PAPAGO FREEWAY (horizontal).
- Landmarks:** A small square building is located near the intersection of Rainbow Valley Rd and Lower Buckeye Rd.

### VICINITY MAP

(NOT-TO-SCALE)

LOWER BUCKEYE ROAD

CITRUS ROAD

23

THIS PROJECT

COTTON LANE

BROADWAY ROAD

**VICINITY MAP**  
(NOT-TO-SCALE)

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

|            |                                              |
|------------|----------------------------------------------|
| SHEET 1    | COVER SHEET                                  |
| SHEET 2    | KEY MAP, LEGAL DESCRIPTION, AND NOTES        |
| SHEET 3    | LEGEND AND FINAL PLAT                        |
| SHEETS 4-5 | FINAL PLAT                                   |
| SHEET 6    | SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES |

- 1) BRASS CAP IN HAND HOLE AT THE INTERSECTION OF SARIVAL & LOWER BUCKEYE ROADS.  
ELEVATION=949.46 (NAVD88 DATUM, CITY OF GOODYEAR DATUM).
- 2) AN ALUMINUM CAP FLUSH AT THE INTERSECTION OF CITRUS ROAD AND DURANGO STREET  
ELEVATION = 955.71' (NAVD88 DATUM, CITY OF GOODYEAR DATUM)

THE BASIS OF BEARINGS FOR THIS SURVEY IS SOUTH 00°11'46" EAST ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN.

BY THIS RATIFICATION AND CONSENT, MARA SUNDQUIST, DULY AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A THROUGH L, INCLUSIVE, REFLECTED HEREIN, THE DEDICATION OF THE VEHICLE NON-ACCESS EASEMENTS REFLECTED HEREIN. THE MAINTENANCE RESPONSIBILITIES OF TRACTS A THROUGH L AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_  
NAME: MARA SUNDQUIST  
TITLE: PRESIDENT

[illegible]

ON THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, BEFORE ME  
PERSONALLY APPEARED MARA SUNDQUIST, AND ACKNOWLEDGED HERSELF TO BE AN  
AUTHORIZED AGENT OF EL CIDRO HOMEOWNERS' ASSOCIATION, AN ARIZONA  
NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT SHE, AS THE AUTHORIZED  
AGENT, BEING DULY AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT  
FOR THE PURPOSE CONTAINED THEREIN.

IN WITNESS WHEREOF:

I HEREBY SET MY HAND AND OFFICIAL SEAL

BY: \_\_\_\_\_ MY COMMISSION EXPIRES: \_\_\_\_\_  
NOTARY PUBLIC DATE

|                                                                                                                                      |
|--------------------------------------------------------------------------------------------------------------------------------------|
| FINAL PLAT APPROVAL                                                                                                                  |
| APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA<br>THIS _____ DAY OF _____, 2024.<br>BY: _____<br>MAYOR (JOE PIZZILLO) |
| ATTEST: _____<br>CITY CLERK (DARCIE McCRACKEN)                                                                                       |

|                                                                |
|----------------------------------------------------------------|
| FINAL PLAT APPROVAL                                            |
| APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA |
| THIS _____ DAY OF _____, 2024.                                 |
| BY: _____<br>CITY ENGINEER (SUMEET MOHAN)                      |

I, RICHARD G. ALCOCKER, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR, IN THE STATE OF ARIZONA, THAT THIS FINAL PLAT, CONSISTING OF SIX (6) SHEETS, CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE UNDER MY SUPERVISION DURING THE MONTH OF DECEMBER, 2020, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT ALL MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECTLY SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

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

# COUNTY RECORDER

COE & VAN LOO II L.L.C.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
CONTACT: DOUGLAS W. CHUBIN, P.E.  
PHONE: (602) 264-6831  
EMAIL: DCHUBIN@CVLCI.COM

LS-GOODYEAR LLC  
7600 EAST DOUBLETREE RANCH ROAD, SUITE 240  
SCOTTSDALE, ARIZONA 85258  
CONTACT: MARA SUNDQUIST  
PHONE: (480) 629-4111  
EMAIL: MSUNDQUIST@LANDSEAHOMES.COM



**CVL**  
**CONSULTANTS**

**CELEBRATING 60 YEARS**

4550 North 12th Street  
Phoenix, Arizona 85014  
602-264-6831  
[www.cvlci.com](http://www.cvlci.com)

| NO. | REVISION | DATE |
|-----|----------|------|
|     |          |      |
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**COE AND VAN LOO II L.L.C.**

COVER SHEET  
FINAL PLAT

---

EL CIDRO PHASE 2 - PARCEL 1C  
GOODYEAR, ARIZONA

Registered Land Surveyor  
CERTIFICATE NO.  
33851  
RICHARD G.  
ALCOCKER  
Date Signed: 4-17-24  
ARIZONA 49,524  
*Richard G. Alcocker*

01 SHEET OF 06

CVL Contact: D. CHUBIN  
CVL Project #: 01-0174621

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- 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. 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. THIS DEVELOPMENT IS IN PROXIMITY TO THE PROPOSED LOOP 303 AND I-10 RELIEVER FREEWAY AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID FREEWAYS.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND.
- L. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- N. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S ASSOCIATION.
- O. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUBLIC UTILITY EASEMENT (PUE).
- P. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES UNLESS THERE IS A 35 FOOT LANDSCAPE BUFFER BETWEEN RIGHT-OF-WAY AND LOT LINE. APPLIES TO LOTS 1, 13, 14, 62, 63, 89, 111, 112, 128, 129, 143, AND 160.
- Q. DRIVEWAYS ON CORNER AND KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. APPLIES TO LOTS 1, 13, 14, 62, 63, 89, 111, 112, 128, 129, 143, AND 160.
- R. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NONLIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. APPLIES TO LOTS 31, 48, 59, 66, AND 83.
- S. NO MORE THAN THREE TWO-STORY HOMES SHALL BE PERMITTED SIDE-BY-SIDE, AND THREE CONSECUTIVE TWO-STORY HOMES MUST BE FOLLOWED BY A MINIMUM OF TWO SINGLE STORY HOMES.

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WEST PART OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 PART OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION BRASS CAP IN POTHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 23, FROM WHICH THE COTTON PICKER SPINDLE MARKING THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 00°1'46" EAST A DISTANCE OF 2,636.39 FEET;

THENCE NORTH 00°1'46" EAST, ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A DISTANCE OF 1,979.75 FEET;

THENCE SOUTH 89°48'14" EAST, DEPARTING SAID WEST LINE A DISTANCE OF 1,673.14 FEET TO THE BEGINNING OF A TANGENT CURVE OF 550.00 FOOT RADIUS, CONCAVE NORTHERLY;

THENCE EASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 09°35'34", A DISTANCE OF 92.08 FEET;

THENCE SOUTH 09°23'48" EAST, A DISTANCE OF 30.00 FEET TO A POINT ON A 580.00 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 09°23'48" WEST, AND THE TRUE POINT OF BEGINNING;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 35°36'22", A DISTANCE OF 360.44 FEET;

THENCE NORTH 87°46'31" EAST, A DISTANCE OF 29.36 FEET;

THENCE NORTH 40°17'21" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 05°06'45" WEST, A DISTANCE OF 28.61 FEET;

THENCE NORTH 39°13'18" EAST, A DISTANCE OF 387.07 FEET TO THE BEGINNING OF A TANGENT CURVE OF 470.00 FOOT RADIUS, CONCAVE SOUTHEASTERLY;

THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 51°02'18", A DISTANCE OF 418.67 FEET;

THENCE SOUTH 89°44'24" EAST, A DISTANCE OF 206.43 FEET;

THENCE SOUTH 44°44'24" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 89°44'24" EAST, A DISTANCE OF 50.00 FEET;

THENCE SOUTH 45°15'36" EAST, A DISTANCE OF 28.28 FEET;

THENCE SOUTH 89°44'24" EAST, A DISTANCE OF 404.16 FEET TO THE BEGINNING OF A TANGENT CURVE OF 470.00 FOOT RADIUS, CONCAVE SOUTHWESTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10°00'00", A DISTANCE OF 82.03 FEET;

THENCE SOUTH 79°44'24" EAST, A DISTANCE OF 69.87 FEET;

THENCE SOUTH 36°32'17" WEST, A DISTANCE OF 15.39 FEET;

THENCE SOUTH 36°32'17" WEST, A DISTANCE OF 80.57 FEET;

THENCE SOUTH 36°32'25" WEST, A DISTANCE OF 166.73 FEET;

THENCE SOUTH 63°17'54" WEST, A DISTANCE OF 60.64 FEET;

THENCE SOUTH 61°37'35" WEST, A DISTANCE OF 899.10 FEET;

THENCE SOUTH 41°24'30" WEST, A DISTANCE OF 1,157.16 FEET;

THENCE NORTH 48°35'30" WEST, A DISTANCE OF 154.15 FEET;

THENCE NORTH 45°42'33" WEST, A DISTANCE OF 67.42 FEET;

THENCE NORTH 34°23'52" WEST, A DISTANCE OF 51.07 FEET;

THENCE NORTH 23°07'30" WEST, A DISTANCE OF 51.07 FEET;

THENCE NORTH 11°51'09" WEST, A DISTANCE OF 51.07 FEET;

THENCE NORTH 01°37'35" WEST, A DISTANCE OF 52.94 FEET;

THENCE NORTH 00°06'06" WEST, A DISTANCE OF 455.00 FEET;

THENCE NORTH 04°29'50" WEST, A DISTANCE OF 53.68 FEET;

THENCE NORTH 39°44'57" WEST, A DISTANCE OF 178.27 FEET;

THENCE NORTH 17°12'12" WEST, A DISTANCE OF 33.65 FEET;

THENCE NORTH 09°23'48" WEST, A DISTANCE OF 103.09 FEET TO THE TRUE POINT OF BEGINNING.

CONTAINING 36.573 ACRES, MORE OR LESS.

CONTAINING 36.573 ACRES, MORE OR LESS

[illegible]

EL CIDRO PHASE 2 - PARCEL 1C  
COORDEAB ADIZONIA

# LEGAL DESCRIPTION, AND NOTES FINAL PLAT

02 SHEET OF 00  
VL Contact: D. CHUBIN  
VL Project #: 01-0174621  
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PROJECT NO. 01-0174621



CITY OF GOODYEAR  
ZONE: PAD  
APN: 502-43-023S

CITY OF GOODYEAR  
ZONE: PAD  
APN: 502-43-023R

WEST JONES AVENUE

SOUTH 176TH DRIVE

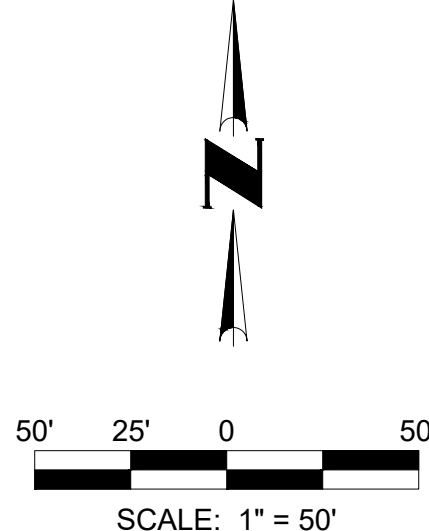
MATCH SHEET 04

MATCH SHEET 04

MATCH SHEET 04

LEGEND

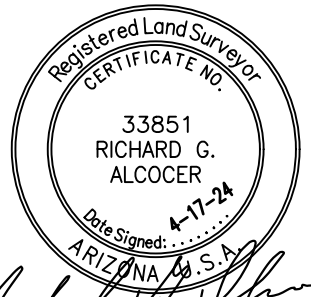
- |  |                                                                                                                                   |         |                                               |
|--|-----------------------------------------------------------------------------------------------------------------------------------|---------|-----------------------------------------------|
|  | SECTION CORNER - FOUND BRASS CAP (UNLESS OTHERWISE NOTED)                                                                         | C1      | CURVE NUMBER                                  |
|  | FOUND BRASS CAP PER ADJOINING RECORDED SUBDIVISION PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)                    | B.S.L.  | BUILDING SETBACK LINE                         |
|  | CORNER OF SUBDIVISION - SET BRASS CAP UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED)          | R/W     | RIGHT-OF-WAY DEDICATED HEREON                 |
|  | CORNER OF THIS SUBDIVISION - SET SURVEY MARKER PER M.A.G. STD. DTL. 120, TYPE "C" - MODIFIED (UNLESS OTHERWISE NOTED)             | EX.     | EXISTING                                      |
|  | CENTERLINE MONUMENTATION - SET BRASS CAP FLUSH UPON COMPLETION OF JOB PER M.A.G. STD. DTL. 120, TYPE "B" (UNLESS OTHERWISE NOTED) | M.C.R.  | MARICOPA COUNTY RECORDER                      |
|  | CENTERLINE                                                                                                                        | ESMT.   | EASEMENTS                                     |
|  | SECTION LINE                                                                                                                      | MISC.   | MISCELLANEOUS                                 |
|  | BOUNDARY LINE                                                                                                                     | BK.     | BOOK                                          |
|  | EASEMENT                                                                                                                          | PG.     | PAGE                                          |
|  | SHEET NUMBER                                                                                                                      | REC NO. | RECORDING NUMBER                              |
|  | SIGHT VISIBILITY EASEMENT                                                                                                         | R.I.D.  | ROOSEVELT IRRIGATION DISTRICT                 |
|  | PUBLIC UTILITY EASEMENT                                                                                                           | MCDOT   | MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  |
|  | VEHICULAR NON ACCESS EASEMENT                                                                                                     | APN     | ASSESSOR'S PARCEL NUMBER                      |
|  | BACK OF SIDEWALK                                                                                                                  |         | INDICATES SIGHT VISIBILITY EASEMENT (33'x33') |
|  | ROOSEVELT IRRIGATION DISTRICT PER BOOK 238 OF DEED PAGE 271 AND PARTIAL ABANDONMENTS THEREOF.                                     |         | KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT  |
|  |                                                                                                                                   |         | CORNER LOT- DRIVEWAY RESTRICTION              |
|  |                                                                                                                                   |         | HEADLIGHT INTRUSION LOT                       |
|  |                                                                                                                                   |         | SINGLE STORY RESTRICTION                      |



COUNTY RECORDER

LEGEND AND FINAL PLAT  
FINAL PLAT

03 SHEET OF 06  
CVL Contact: D. CHUBIN  
CVL Project #: 01-0174621  
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EL CIDRO PHASE 2 - PARCEL 1C

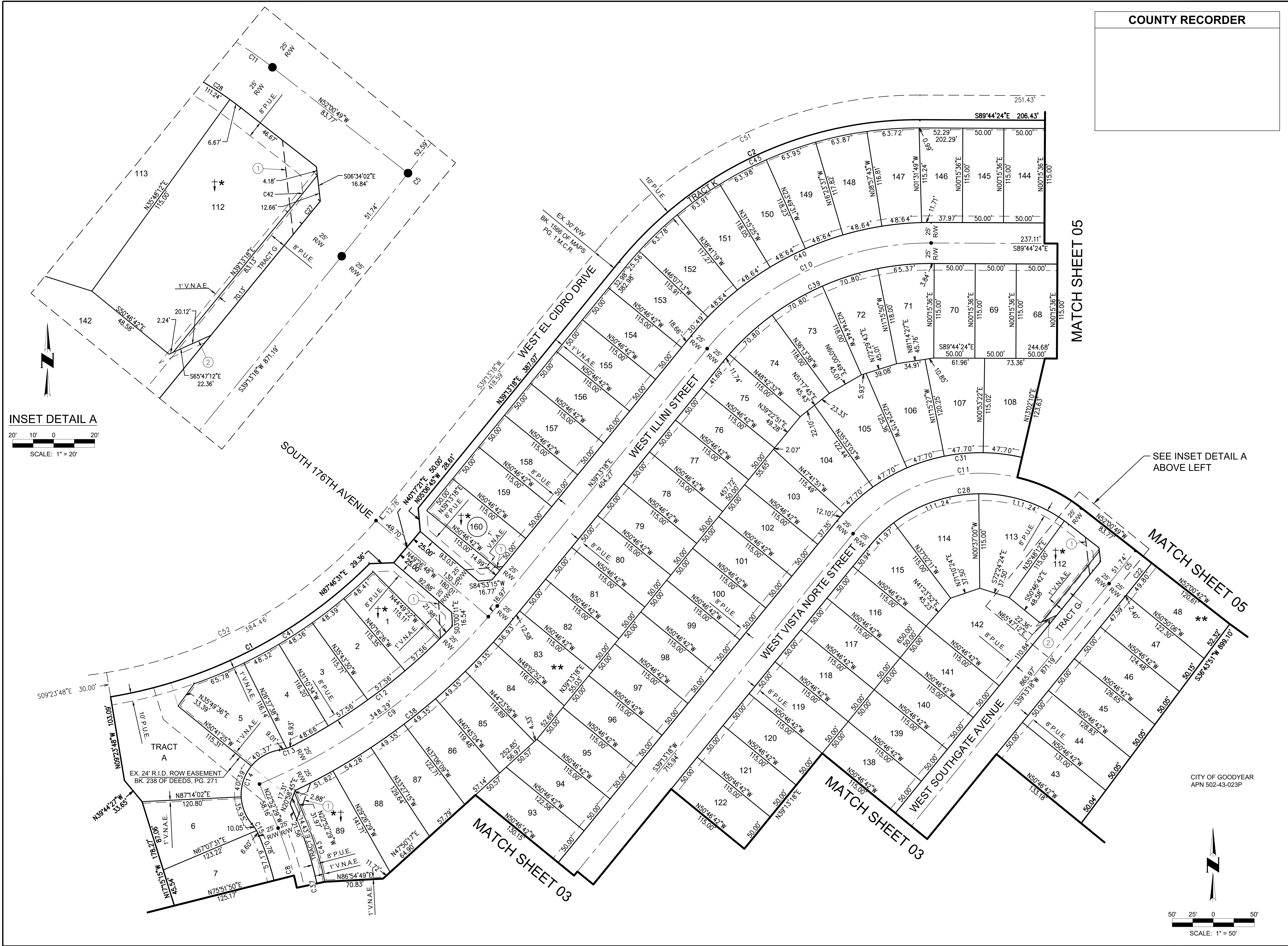
GOODYEAR, ARIZONA

COE AND VAN LOO II L.L.C.

| NO. | REVISION | DATE |
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|     |          |      |
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CELEBRATING 60 YEARS

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Phoenix, AZ 85014  
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www.cvl.com

| NO. | REVISION | DATE |
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**FINAL PLAT**

**EL CIDRO PHASE 2 - PARCEL 1C**

**GOODYEAR, ARIZONA**

**04 SHEET OF 06**

**CVL Contact: D. CHUBIN**

**CVL Project #: 01-0174621**

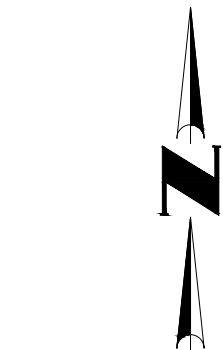
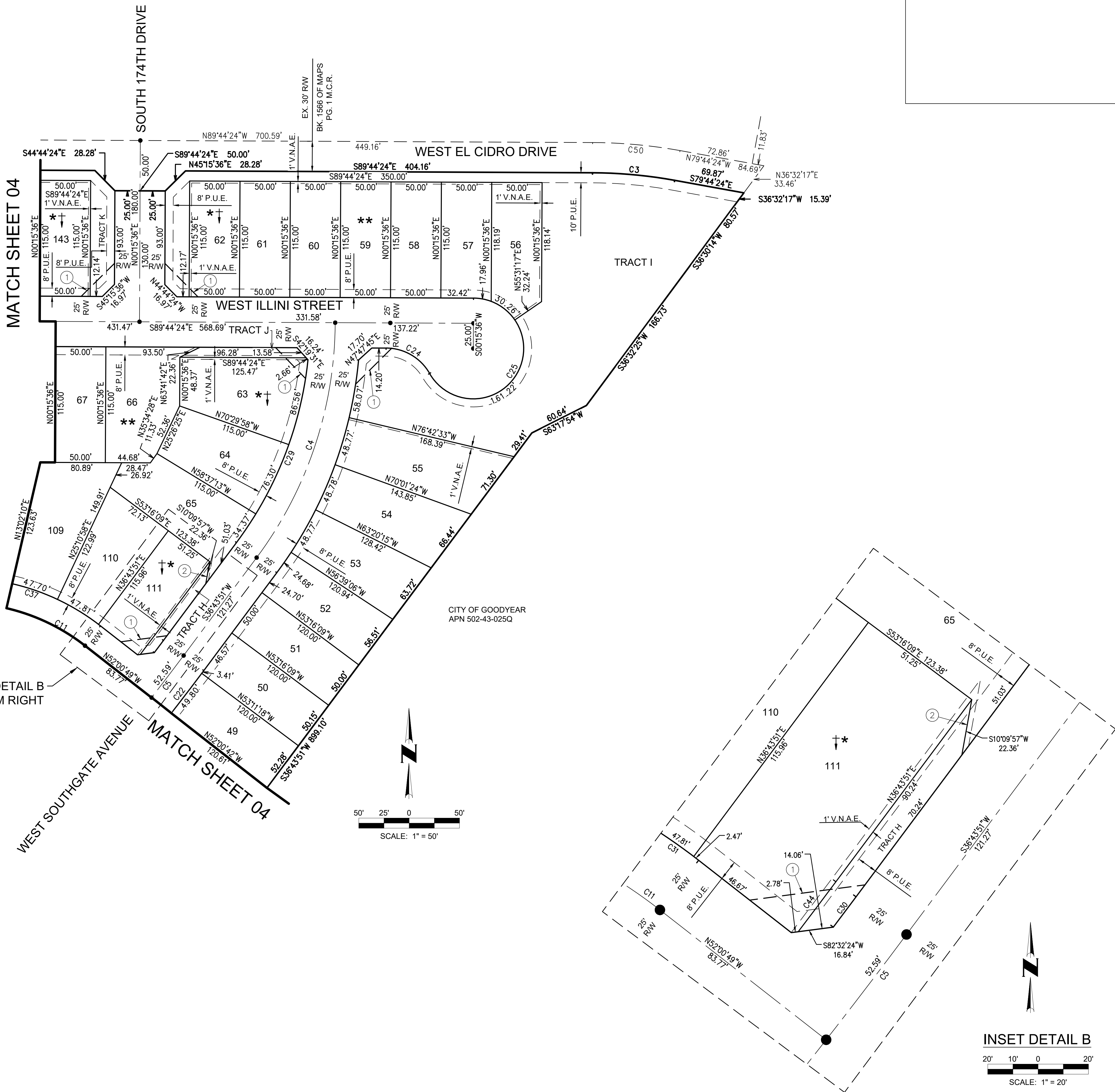
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**PROJECT NO. 01-0174621**

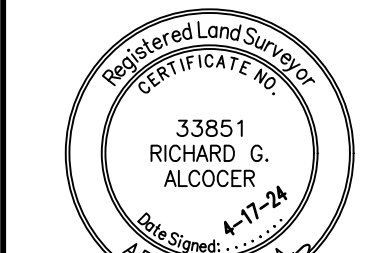


SEE INSET DETAIL B  
BOTTOM RIGHT



INSET DETAIL B  
SCALE: 1" = 20'

COUNTY RECORDER



05 SHEET OF 06  
CVL Contact: D. CHUBIN  
CVL Project #: 01-0174621  
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FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1C  
GOODYEAR, ARIZONA

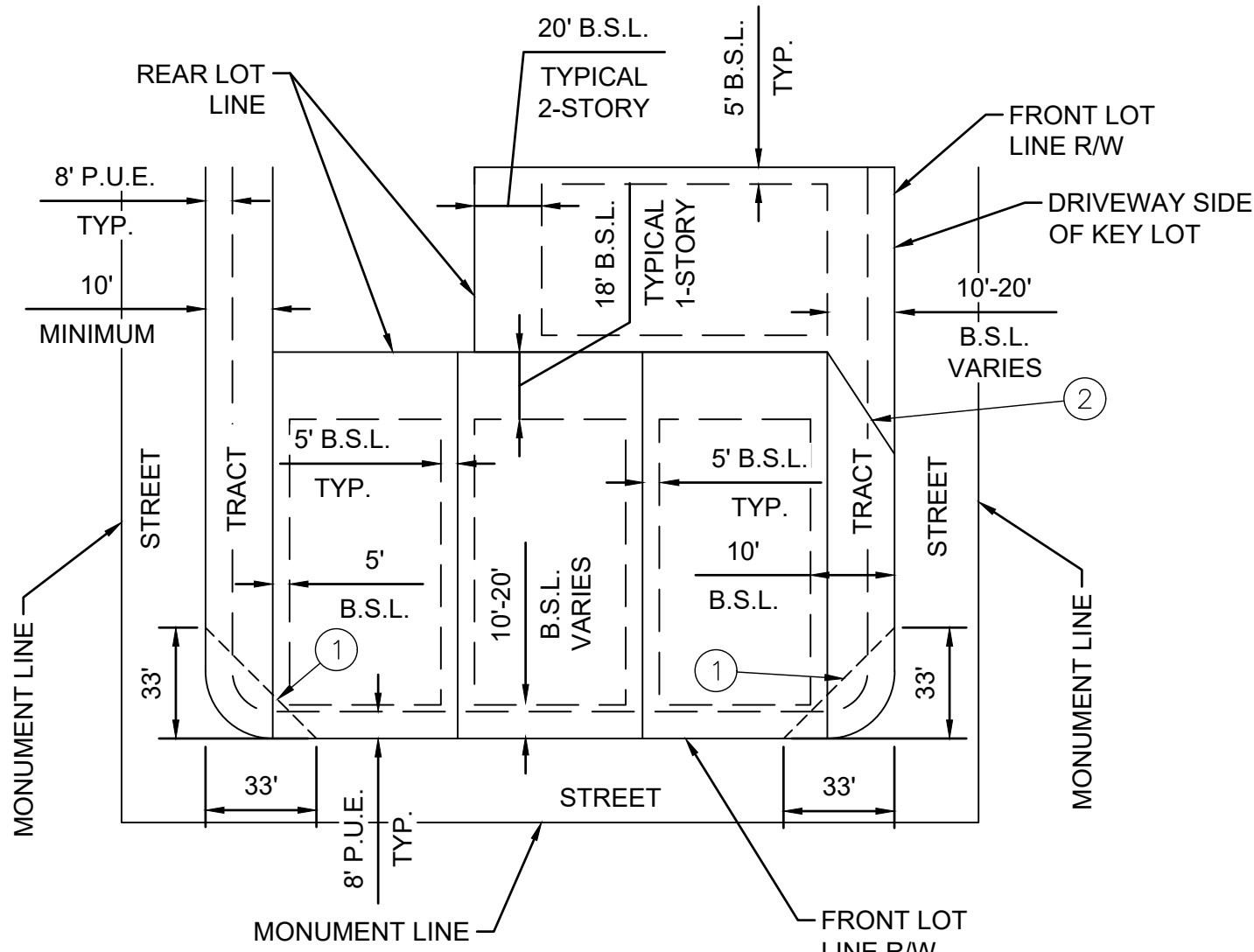
NO.    REVISION

DATE



COE AND VAN LOO II L.L.C.





**TYPICAL LOT SETBACKS AND VISIBILITY RESTRICTIONS**

(NOT-TO-SCALE)

- ① 33' X 33' VISIBILITY TRIANGLE EASEMENT
- ② KEY LOT 10'x20' VISIBILITY TRIANGLE EASEMENT

| SETBACKS:                    |         |                    |     |
|------------------------------|---------|--------------------|-----|
| FRONT:                       | 10'     | SINGLE STORY       |     |
|                              |         | REAR:              | 18' |
| FRONT ENTRY GARAGE FROM B/W: | 20'     | TWO-STORY          |     |
|                              |         | REAR:              | 20' |
| SIDE TURN GARAGE:            | 10'     | STREET SIDE:       | 10' |
|                              |         | (IF NO ADJ. TRACT) |     |
| SIDE:                        | 5' & 5' |                    |     |

**VISIBILITY NOTE:**

NO OBSTRUCTION EXCEEDING 3 FOOT IN HEIGHT OR TREE WITH BRANCHES LOWER THAN 7 FOOT HIGH ARE ALLOWED WITHIN THE VISIBILITY TRIANGLE EASEMENT

| LOT AREA   |                    |              |
|------------|--------------------|--------------|
| LOT NUMBER | AREA (SQUARE FEET) | AREA (ACRES) |
| LOT 1      | 6,105              | 0.1400       |
| LOT 2      | 6,119              | 0.1400       |
| LOT 3      | 6,140              | 0.1410       |
| LOT 4      | 6,165              | 0.1420       |
| LOT 5      | 8,452              | 0.1940       |
| LOT 6      | 7,762              | 0.1780       |
| LOT 7      | 6,879              | 0.1580       |
| LOT 8      | 6,876              | 0.1580       |
| LOT 9      | 6,707              | 0.1540       |
| LOT 10     | 6,336              | 0.1450       |
| LOT 11     | 6,336              | 0.1450       |
| LOT 12     | 6,336              | 0.1450       |
| LOT 13     | 6,334              | 0.1450       |
| LOT 14     | 5,758              | 0.1320       |
| LOT 15     | 5,760              | 0.1320       |
| LOT 16     | 5,760              | 0.1320       |
| LOT 17     | 6,827              | 0.1570       |
| LOT 18     | 7,284              | 0.1670       |
| LOT 19     | 7,287              | 0.1670       |
| LOT 20     | 8,362              | 0.1920       |
| LOT 21     | 5,884              | 0.1350       |
| LOT 22     | 6,000              | 0.1380       |
| LOT 23     | 6,000              | 0.1380       |
| LOT 24     | 6,000              | 0.1380       |
| LOT 25     | 6,000              | 0.1380       |
| LOT 26     | 6,000              | 0.1380       |
| LOT 27     | 6,000              | 0.1380       |
| LOT 28     | 6,000              | 0.1380       |
| LOT 29     | 6,069              | 0.1390       |
| LOT 30     | 6,138              | 0.1410       |
| LOT 31     | 6,163              | 0.1410       |
| LOT 32     | 6,200              | 0.1420       |
| LOT 33     | 6,296              | 0.1450       |
| LOT 34     | 7,098              | 0.1630       |
| LOT 35     | 6,553              | 0.1500       |
| LOT 36     | 7,319              | 0.1680       |
| LOT 37     | 6,754              | 0.1550       |
| LOT 38     | 7,539              | 0.1730       |
| LOT 39     | 6,954              | 0.1600       |
| LOT 40     | 7,630              | 0.1750       |
| LOT 41     | 6,822              | 0.1570       |
| LOT 42     | 6,713              | 0.1540       |
| LOT 43     | 6,604              | 0.1520       |
| LOT 44     | 6,496              | 0.1490       |
| LOT 45     | 6,387              | 0.1470       |
| LOT 46     | 6,278              | 0.1440       |
| LOT 47     | 6,176              | 0.1420       |
| LOT 48     | 6,195              | 0.1420       |
| LOT 49     | 6,135              | 0.1410       |
| LOT 50     | 6,008              | 0.1380       |
| LOT 51     | 6,000              | 0.1380       |
| LOT 52     | 6,361              | 0.1460       |
| LOT 53     | 6,948              | 0.1600       |
| LOT 54     | 7,677              | 0.1760       |
| LOT 55     | 8,985              | 0.2060       |
| LOT 56     | 6,321              | 0.1450       |
| LOT 57     | 5,768              | 0.1320       |
| LOT 58     | 5,750              | 0.1320       |
| LOT 59     | 5,750              | 0.1320       |
| LOT 60     | 5,750              | 0.1320       |
| LOT 61     | 5,750              | 0.1320       |
| LOT 62     | 5,750              | 0.1320       |
| LOT 63     | 8,279              | 0.1900       |
| LOT 64     | 7,451              | 0.1710       |
| LOT 65     | 7,770              | 0.1780       |
| LOT 66     | 7,789              | 0.1790       |
| LOT 67     | 5,750              | 0.1320       |
| LOT 68     | 5,750              | 0.1320       |
| LOT 69     | 5,750              | 0.1320       |
| LOT 70     | 5,750              | 0.1320       |
| LOT 71     | 6,735              | 0.1550       |
| LOT 72     | 6,875              | 0.1580       |
| LOT 73     | 6,875              | 0.1580       |
| LOT 74     | 6,807              | 0.1560       |
| LOT 75     | 5,909              | 0.1360       |
| LOT 76     | 5,750              | 0.1320       |
| LOT 77     | 5,750              | 0.1320       |
| LOT 78     | 5,750              | 0.1320       |
| LOT 79     | 5,750              | 0.1320       |
| LOT 80     | 5,750              | 0.1320       |

| LOT AREA   |                    |              |
|------------|--------------------|--------------|
| LOT NUMBER | AREA (SQUARE FEET) | AREA (ACRES) |
| LOT 81     | 5,750              | 0.1320       |
| LOT 82     | 5,750              | 0.1320       |
| LOT 83     | 6,023              | 0.1380       |
| LOT 84     | 6,264              | 0.1440       |
| LOT 85     | 6,345              | 0.1460       |
| LOT 86     | 6,425              | 0.1480       |
| LOT 87     | 6,716              | 0.1540       |
| LOT 88     | 7,983              | 0.1830       |
| LOT 89     | 8,411              | 0.1930       |
| LOT 90     | 7,391              | 0.1700       |
| LOT 91     | 7,076              | 0.1620       |
| LOT 92     | 6,697              | 0.1540       |
| LOT 93     | 6,318              | 0.1450       |
| LOT 94     | 5,939              | 0.1360       |
| LOT 95     | 5,750              | 0.1320       |
| LOT 96     | 5,750              | 0.1320       |
| LOT 97     | 5,750              | 0.1320       |
| LOT 98     | 5,750              | 0.1320       |
| LOT 99     | 5,750              | 0.1320       |
| LOT 100    | 5,750              | 0.1320       |
| LOT 101    | 5,750              | 0.1320       |
| LOT 102    | 5,750              | 0.1320       |
| LOT 103    | 6,045              | 0.1390       |
| LOT 104    | 7,197              | 0.1650       |
| LOT 105    | 7,574              | 0.1740       |
| LOT 106    | 7,464              | 0.1710       |
| LOT 107    | 7,037              | 0.1620       |
| LOT 108    | 7,105              | 0.1630       |
| LOT 109    | 8,385              | 0.1920       |
| LOT 110    | 7,060              | 0.1620       |
| LOT 111    | 5,968              | 0.1370       |
| LOT 112    | 6,119              | 0.1400       |
| LOT 113    | 8,665              | 0.1990       |
| LOT 114    | 8,665              | 0.1990       |
| LOT 115    | 6,830              | 0.1570       |
| LOT 116    | 5,750              | 0.1320       |
| LOT 117    | 5,750              | 0.1320       |
| LOT 118    | 5,750              | 0.1320       |
| LOT 119    | 5,750              | 0.1320       |
| LOT 120    | 5,750              | 0.1320       |
| LOT 121    | 5,750              | 0.1320       |
| LOT 122    | 5,750              | 0.1320       |
| LOT 123    | 5,750              | 0.1320       |
| LOT 124    | 5,750              | 0.1320       |
| LOT 125    | 5,750              | 0.1320       |
| LOT 126    | 5,750              | 0.1320       |
| LOT 127    | 5,750              | 0.1320       |
| LOT 128    | 5,748              | 0.1320       |
| LOT 129    | 5,748              | 0.1320       |
| LOT 130    | 5,750              | 0.1320       |
| LOT 131    | 5,750              | 0.1320       |
| LOT 132    | 5,750              | 0.1320       |
| LOT 133    | 5,750              | 0.1320       |
| LOT 134    | 5,750              | 0.1320       |
| LOT 135    | 5,750              | 0.1320       |
| LOT 136    | 5,750              | 0.1320       |
| LOT 137    | 5,750              | 0.1320       |
| LOT 138    | 5,750              | 0.1320       |
| LOT 139    | 5,750              | 0.1320       |
| LOT 140    | 5,750              | 0.1320       |
| LOT 141    | 5,750              | 0.1320       |
| LOT 142    | 9,598              | 0.2200       |
| LOT 143    | 5,750              | 0.1320       |
| LOT 144    | 5,750              | 0.1320       |
| LOT 145    | 5,750              | 0.1320       |
| LOT 146    | 5,921              | 0.1360       |
| LOT 147    | 6,519              | 0.1500       |
| LOT 148    | 6,602              | 0.1520       |
| LOT 149    | 6,647              | 0.1530       |
| LOT 150    | 6,655              | 0.1530       |
| LOT 151    | 6,624              | 0.1520       |
| LOT 152    | 6,556              | 0.1500       |
| LOT 153    | 6,205              | 0.1420       |
| LOT 154    | 5,750              | 0.1320       |
| LOT 155    | 5,750              | 0.1320       |
| LOT 156    | 5,750              | 0.1320       |
| LOT 157    | 5,750              | 0.1320       |
| LOT 158    | 5,750              | 0.1320       |
| LOT 159    | 5,750              | 0.1320       |
| LOT 160    | 5,750              | 0.1320       |

| CURVE DATA TABLE |         |        |              |         |        |                  |
|------------------|---------|--------|--------------|---------|--------|------------------|
| NO.              | RADIUS  | ARC    | DELTA        | TANGENT | CHORD  | CHORD BEARING    |
| 1                | 580.00  | 360.44 | 035° 36' 22" | 186.25  | 354.67 | N62° 48' 01.0" E |
| 2                | 470.00  | 418.67 | 051° 02' 18" | 224.37  | 404.96 | N64° 44' 27.0" E |
| 3                | 470.00  | 82.03  | 010° 00' 00" | 41.12   | 81.93  | S84° 44' 24.0" E |
| 4                | 393.00  | 250.16 | 036° 28' 15" | 129.48  | 245.96 | S18° 29' 43.5" W |
| 5                | 2400.00 | 104.33 | 002° 29' 27" | 52.17   | 104.32 | S37° 58' 34.5" W |
| 6                | 2800.00 | 106.86 | 002° 11' 12" | 53.44   | 106.86 | S40° 18' 54.0" W |
| 7                | 201.00  | 169.29 | 048° 15' 24" | 90.03   | 164.33 | N24° 27' 48.0" W |
| 8                | 400.00  | 157.35 | 022° 32' 23" | 79.71   | 156.34 | N11° 36' 17.5" W |
| 9                | 750.00  | 365.26 | 027° 54' 13" | 186.33  | 361.66 | N53° 10' 24.5" E |
| 10               | 350.00  | 311.78 | 051° 02' 18" | 167.09  | 301.57 | N64° 44' 27.0" E |
| 11               | 200.00  | 309.85 | 088° 45' 53" | 195.73  | 279.78 | S83° 36' 14.5" W |
| 12               | 725.00  | 243.32 | 019° 13' 44" | 122.81  | 242.17 | S53° 03' 18.0" W |
| 13               | 55.00   | 17.94  | 018° 41' 33" | 9.05    | 17.86  | S72° 00' 56.5" W |
| 14               | 55.00   | 116.71 | 121° 34' 41" | 98.37   | 96.01  | S20° 34' 22.5" W |
| 15               | 55.00   | 16.65  | 017° 20' 29" | 8.39    | 16.58  | S31° 32' 43.5" E |
| 16               | 375.00  | 147.52 | 022° 32' 23" | 74.73   | 146.57 | S11° 36' 17.5" E |
| 17               | 226.00  | 124.78 | 031° 38' 08" | 64.03   | 123.21 | S16° 09' 10.0" E |
| 18               | 55.00   | 13.06  | 013° 36' 23" | 6.56    | 13.03  | S25° 10' 02.5" E |
| 19               | 55.00   | 132.06 | 137° 34' 08" | 141.68  | 102.54 | S87° 08' 55.0" E |
| 20               | 55.00   | 16.65  | 017° 20' 29" | 8.39    | 16.58  | N32° 44' 15.5" E |
| 21               | 2825.00 | 107.82 | 002° 11' 12" | 53.92   | 107.81 | N40° 18' 54.0" E |
| 22               | 2425.00 | 105.41 | 002° 29' 27" | 52.72   | 105.41 | N37° 58' 34.5" E |
| 23               | 418.00  | 229.07 | 031° 23' 57" | 117.49  | 226.22 | N21° 01' 52.5" E |
| 24               | 50.00   | 52.36  | 060° 00' 00" | 28.87   | 50.00  | S59° 44' 24.0" E |
| 25               | 50.00   | 209.44 | 240° 00' 00" | ---     | 86.60  | N30° 15' 36.0" E |
| 26               | 55.00   | 22.40  | 023° 19' 47" | 11.35   | 22.24  | S83° 35' 04.5" E |
| 27               | 2375.00 | 14.21  | 000° 20' 34" | 7.10    | 14.20  | S39° 03' 01.0" W |
| 28               | 175.00  | 271.12 | 088° 45' 53" | 171.27  | 244.81 | N83° 36' 14.5" E |
| 29               | 368.00  | 197.23 | 030° 42' 25" | 101.04  | 194.87 | S21° 22' 38.5" W |
| 30               | 2375.00 | 15.05  | 000° 21' 47" | 7.52    | 15.04  | S36° 54' 44.5" W |
| 31               | 225.00  | 348.58 | 088° 45' 53" | 220.20  | 314.75 | S83° 36' 14.5" W |
| 32               | 55.00   | 16.65  | 017° 20' 29" | 8.39    | 16.58  | S47° 53' 32.5" W |
| 33               | 55.00   | 119.69 | 124° 40' 58" | 104.94  | 97.43  | S05° 46' 42.0" E |
| 34               | 55.00   | 16.65  | 017° 20' 29" | 8.39    | 16.58  | S59° 26' 56.5" E |
| 35               | 2775.00 | 74.13  | 001° 31' 50" | 37.07   | 74.13  | S40° 38' 35.0" W |
| 36               | 176.00  | 111.15 | 036° 10' 59" | 57.50   | 109.31 | N18° 25' 35.5" W |
| 37               | 425.00  | 167.19 | 022° 32' 23" | 84.69   | 166.12 | N11° 36' 17.5" W |
| 38               | 775.00  | 340.43 | 025° 10' 04" | 173.00  | 337.70 | N51° 48' 20.0" E |
| 39               | 325.00  | 289.51 | 051° 02' 18" | 155.15  | 280.03 | N64° 44' 27.0" E |
| 40               | 375.00  | 334.04 | 051° 02' 18" | 179.02  | 323.11 | S64° 44' 27.0" W |
| 41               | 590.00  | 259.26 | 025° 10' 37" | 131.76  | 257.18 | N57° 58' 02.5" E |
| 42               | 2366.00 | 23.03  | 000° 33' 27" | 11.51   | 23.02  | N38° 56' 34.5" E |
| 43               | 435.00  | 82.93  | 010° 55' 22" | 41.59   | 82.80  | S17° 24' 48.0" E |
| 44               | 2365.00 | 24.84  | 000° 36' 07" | 12.42   | 24.84  | N37° 01' 54.5" E |
| 45               | 460.00  | 409.76 | 051° 02' 18" | 219.60  | 396.35 | N64° 44' 27.0" E |
| 46               | 900.00  | 444.33 | 028° 17' 12" | 226.79  | 439.83 | S13° 56' 38.0" E |
| 47               | 500.00  | 595.69 | 068° 15' 40" | 338.92  | 561.08 | S06° 02' 36.0" W |
| 48               | 500.00  | 157.39 | 018° 02' 08" | 79.35   | 156.74 | S49° 11' 30.0" W |
| 49               | 300.00  | 251.07 | 047° 56' 58" | 133.41  | 243.80 | S34° 14' 05.0" W |
| 50               | 500.00  | 87.26  | 010° 00' 00" | 43.74   | 87.16  | N84° 44' 24.0" W |
| 51               | 500.00  | 445.39 | 051° 02' 18" | 238.69  | 430.81 | S64° 44' 27.0" W |
| 52               | 550.00  | 489.32 | 050° 58' 28" | 262.19  | 473.34 | S64° 42' 32.0" W |

| LAND USE TABLE   |             |        |
|------------------|-------------|--------|
| LAND USE AREAS   | SQUARE FEET | ACRES  |
| AREA OF LOTS     | 1,020,574   | 23.429 |
| RIGHT OF WAY     | 309,796     | 7.112  |
| TRACTS           | 262,756     | 6.032  |
| TOTAL GROSS AREA | 1,593,126   | 36.573 |

| TOTAL LAND USE            |            |
|---------------------------|------------|
| TOTAL NUMBER OF LOTS      | 160        |
| TOTAL NUMBER OF TRACTS    | 12         |
| GROSS RESIDENTIAL DENSITY | 4.37 DU/AC |

| SITE SUMMARY     |            |
|------------------|------------|
| EXISTING ZONING  | PAD        |
| % OPEN SPACE     | 16.49      |
| YIELD            | 160        |
| R.O.W. AREA      | 7.112 AC   |
| GROSS AREA       | 36.573 AC  |
| GROSS DENSITY    | 4.37 DU/AC |
| OPEN SPACE       | 6.032 AC   |
| TYPICAL LOT SIZE | 115' x 50' |

COUNTY RECORDER



| DATE | REVISION | NO. |
|------|----------|-----|
|      |          |     |
|      |          |     |
|      |          |     |

SETBACK DETAIL, CURVE, LOT, AND TRACT TABLES  
FINAL PLAT

EL CIDRO PHASE 2 - PARCEL 1C  
GOODYEAR, ARIZONA

Registered Land Surveyor  
CERTIFICATE NO. 33851  
RICHARD G. ALCOCKER  
Exp. 12-31-24  
ARIZONA  
06 SHEET OF 06  
CVL Contact: D. CHUBIN  
CVL Project #: 01-0174621  
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June 6, 2024

LEGAL DESCRIPTION FOR  
EL CIDRO  
RIGHT-OF-WAY ABANDONMENT

That part of Section 23, Township 1 North, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Cotton Picker Spindle marking the West Quarter Corner of said Section 23, from which the Maricopa County Department of Transportation Brass Cap in a hand hole marking the Southwest Corner of said Section 23 bears South 00°11'46" West, a distance of 2,636.39 feet;

Thence South 89°43'14" East, along the North line of the Southwest Quarter of said Section 23, a distance of 2,585.78 feet to the True Point of Beginning;

Thence continuing South 89°43'14" East, along said North line, a distance of 65.00 feet to the calculated Center of said Section 23;

Thence North 00°12'45" East, along the West line of the Northeast Quarter of said Section 23, a distance of 20.13 feet to a point on a 470.00 foot radius non-tangent curve, whose center bears South 12°17'35" East;

Thence Easterly, departing said West line and along said curve, through a central angle of 12°33'11", a distance of 102.97 feet;

Thence South 89°44'24" East, a distance of 206.43 feet;

Thence South 44°44'24" East, a distance of 28.28 feet;

Thence South 89°44'24" East, a distance of 50.00 feet;

Thence North 45°15'36" East, a distance of 28.28 feet;

Thence South 89°44'24" East, a distance of 404.16 feet to the beginning of a tangent curve of 470.00 foot radius, concave Northerly;

Thence Easterly, along said curve, through a central angle of 10°00'00", a distance of 82.03 feet;

Thence South 79°44'24" East, a distance of 69.87 feet;

Thence South 36°30'34" West, a distance of 95.96 feet to a point on a line which is parallel with and 65.00 feet Southerly, as measured at right angles, from the North line of the Southeast Quarter of said Section 23;

Thence North 89°43'14" West, along said parallel line, a distance of 831.36 feet to a point on a line which is parallel with and 65.00 feet Easterly, as measured at right angles, from the West line of said Southeast Quarter;

Legal Description for  
El Cidro  
Right-of-Way Abandonment  
June 6, 2024

Thence South 00°12'45" West, along last said parallel line, a distance of 1049.24 feet;

Thence South 41°24'30" West, departing said parallel line, a distance of 98.69 feet to a point on said West line;

Thence North 00°12'45" East, along said West line, a distance of 528.44 feet to a point on the South line of the North Half of the North Half of the Southwest Quarter of said Section 23;

Thence North 89°41'54" West, along said South line, a distance of 65.00 feet to a point on a line which is parallel with and 65.00 feet Westerly, as measured at right angles, from the East line of said Southwest Quarter;

Thence North 00°12'45" East, along said parallel line, a distance of 660.11 feet to the True Point of Beginning.

Containing 200,443 Square Feet or 4.602 Acres, more or less.



EL CIDRO  
RIGHT-OF-WAY ABANDONMENT

S89°43'14.4602" E 2,585.78

BOUNDARY

S89°43'14.46" E 65.00

N00°12'45.30" E 20.13

RB = S12°17'35.37" E

R = 470.00

A = 102.97

C = 102.77

CB = N83°59'00.29" E

D = 12°33'11.31"

T = 51.69

RB = N00°15'35.95" E

S89°44'24.04" E 206.43

S44°44'24.04" E 28.28

S89°44'24.04" E 50.00

N45°15'35.96" E 28.28

S89°44'24.04" E 404.16

RB = S00°15'35.96" W

R = 470.00

A = 82.03

C = 81.93

CB = S84°44'24.04" E

D = 09°59'60.00"

T = 41.12

RB = N10°15'35.96" E

S79°44'24.04" E 69.87

S36°30'33.66" W 95.96

N89°43'14.46" W 831.36

S00°12'45.30" W 1049.24

S41°24'30.01" W 98.69

N00°12'45.30" E 528.44

N89°41'53.80" W 65.00

N00°12'45.30" E 660.11

to

Area = 200443 4.602 AC

Closing course: 136°34'48.30" 0.011379

Misclosure: 1/385,427

North Error: 0.008265

East Error: 0.007821



CITRUS ROAD

S00°11'46"W 2636.39'

POINT OF COMMENCEMENT  
WEST 1/4 CORNER, SECTION 23  
TOWNSHIP 1 NORTH, RANGE 2 WEST  
FOUND COTTON PICKER SPINDLE

S89°43'14"E  
2585.78'

TRUE POINT  
OF BEGINNING

CENTER, SECTION 23  
CALCULATED POSITION

 = RIGHT-OF-WAY  
ABANDONMENT AREA



SOUTHWEST CORNER, SECTION 23  
TOWNSHIP 1 NORTH, RANGE 2 WEST  
FOUND MCDOT BRASS CAP IN HAND HOLE

SCALE 1" = 250'

EXHIBIT

4550 North 12th Street  
Phoenix, Arizona 85014  
Phone 602-264-6831  
<http://www.cvlci.com>

EL CIDRO

RIGHT-OF-WAY ABANDONMENT



1 OF 2

| LINE TABLE |             |         |
|------------|-------------|---------|
| NO.        | BEARING     | LENGTH  |
| L1         | S89°43'14"E | 65.00'  |
| L2         | N00°12'45"E | 20.13'  |
| L3         | S89°44'24"E | 206.43' |
| L4         | S44°44'24"E | 28.28'  |
| L5         | S89°44'24"E | 50.00'  |
| L6         | N45°15'36"E | 28.28'  |
| L7         | S89°44'24"E | 404.16' |
| L8         | S79°44'24"E | 69.87'  |

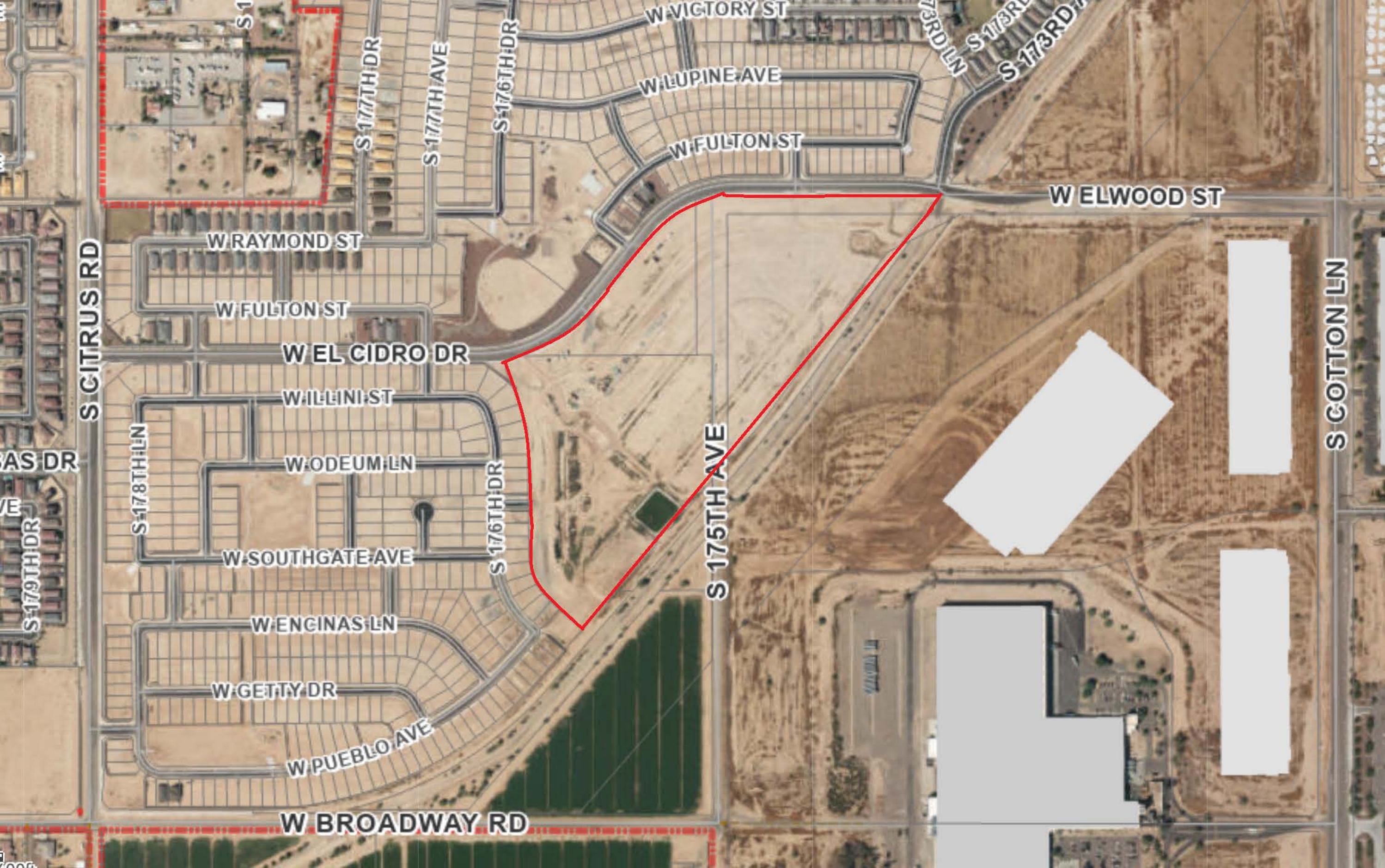
| LINE TABLE |             |          |
|------------|-------------|----------|
| NO.        | BEARING     | LENGTH   |
| L9         | S36°30'34"W | 95.96'   |
| L10        | N89°43'14"W | 831.36'  |
| L11        | S00°12'45"W | 1049.24' |
| L12        | S41°24'30"W | 98.69'   |
| L13        | N00°12'45"E | 528.44'  |
| L14        | N89°41'54"W | 65.00'   |
| L15        | N00°12'45"E | 660.11'  |

| CURVE TABLE |         |         |            |         |         |               |
|-------------|---------|---------|------------|---------|---------|---------------|
| NO.         | LENGTH  | RADIUS  | DELTA      | TANGENT | CHORD   | CHORD-BEARING |
| C1          | 102.97' | 470.00' | 012°33'11" | 51.69'  | 102.77' | N83°59'00"E   |
| C2          | 82.03'  | 470.00' | 010°00'00" | 41.12'  | 81.93'  | S84°44'24"E   |



|                                                                                                                                   |                          |                                                                                       |
|-----------------------------------------------------------------------------------------------------------------------------------|--------------------------|---------------------------------------------------------------------------------------|
| SCALE 1" = 250'                                                                                                                   | EL CIDRO                 |  |
| EXHIBIT                                                                                                                           |                          |                                                                                       |
| 4550 North 12th Street<br>Phoenix, Arizona 85014<br>Phone 602-264-6831<br><a href="http://www.cvlci.com">http://www.cvlci.com</a> | RIGHT-OF-WAY ABANDONMENT | 2 OF 2                                                                                |







the study.

**>Would like a freeway pylon sign added in the area that identifies the commercial businesses at this exit. Don't want to hinder any businesses along this area as a result of the wall being too tall.** Wilken responded that staff will work with the applicant to ensure these concerns are taken into consideration.

**>Happy to see this project move forward.**

**>Looks forward to the commercial development of this area.**

**>When will the applicant start construction?** Bull responded that they anticipate activity within approximately one year.

**>Thankful for this infill project, but doesn't agree with building homes next to a freeway.**

**MOTION BY Councilmember Stipp, SECONDED BY Councilmember Hohman, to APPROVE a Preliminary Plat for Estrella Commons, subdividing 105.6 acres into 365 single family lots, generally located southeast of Interstate 10 and Estrella Parkway, subject to stipulations. The motion carried by the following vote:**

**Ayes**        6 - Mayor Lord, Vice Mayor Lauritano, Councilmember Pizzillo, Councilmember Campbell, Councilmember Stipp, and Councilmember Hohman

**Nays**        1 - Councilmember Osborne

### 7.3

[16-5759](#)

#### **EXTENSION OF THE EL CIDRO PRELIMINARY PLAT APPROVAL**

Katie Wilken, Planning Manager, presented. El Cidro subdivides 328.4 acres into 1,260 single-family residential lots generally located south of Lower Buckeye Road, along Cotton Lane and the proposed Loop 303 freeway corridor. The preliminary plat was approved with stipulations by Council on August 25, 2014. Council approved a zoning amendment for this property in December 2015. Shortly thereafter, the applicant submitted final plats for certain portions of the property. Once the final plats were submitted, staff noticed that both staff and the applicant allowed the preliminary plat that was approved on August 25, 2014 to expire. Staff requests that Council extend the deadline of the preliminary plat to August 25, 2016, in order to keep the development moving forward, since the applicant has already submitted the final plats. The applicant hopes to have more phases of the development come to Council for final plat approval this spring.

#### **Council Discussion:**

**>Asked the City Attorney to respond to the fact that the West Goodyear Core Agreement is still not done. This was supposed to be done in December and we keep extending it.**

**Asked when that agreement will be done. If this preliminary plat extension is granted, and the agreement isn't done, the applicant still won't be able to move forward.** City Attorney Massey responded that the complexity of this agreement is due to multiple parties that all need to weigh in and agree to the core terms of the agreement. They are still waiting for feedback from some of the parties. They have been diligently working on the West Goodyear property core agreement over the last two months. They anticipate having the agreement finalized and bringing it back to Council within the next two months.

**>Concerned that the delay in coming to an agreement reflects badly on our legal office. Also concerned that we are sending the wrong message to developers and they won't want to work with us because it takes too long.** Massey responded that he recognizes this concern.

He reiterated that the difficulty has been the fact that we are not just working with one party. The delay is due to the multiple parties that have to reach agreement on the same terms. They have been getting a lot of good feedback from the developers. They are very close to agreement and then they can get the final document put together. Massey stated there are still several developers they have not received feedback from, and said that it is possible that we won't hear from them.

**>Appreciates that staff is working with El Cidro to lower some of their costs and to move this project forward.**

**>Is one year enough time to get this project done?** Wilken responded that staff believes this will be enough time.

**>Asked if there is a deadline for the core agreement. Will this project die if it isn't finished before a certain date?** Engineering Director Rebecca Zook stated that the core agreement for the West Goodyear developers, and all the associated development agreements, will be coming back to Council for approval on April 29. Staff is very close to finalizing this agreement. The April 29 deadline is an internal deadline that staff set for themselves. Each of the development agreements are in a different stage. Some of the them have expired, and some of them are in the fourth or fifth amendment. Staff is trying to bring all of the development agreements for the 16 parcels together so they are all on equal footing with all of the same flexibility and allowances that we provide to all of our other customers.

**MOTION BY Vice Mayor Lauritano, SECONDED BY Councilmember Campbell, to APPROVE an extension for the El Cidro Preliminary Plat approval, extending the approval date for one year, to August 25, 2016. The motion carried by the following vote:**

**Ayes**      7 - Mayor Lord, Vice Mayor Lauritano, Councilmember Osborne, Councilmember Pizzillo, Councilmember Campbell, Councilmember Stipp, and Councilmember Hohman

#### 7.4      [16-5766](#)      **JANUARY 2016 BUDGET TRANSFERS**

Lauri Wingenroth, Budget and Research Manager, presented. She summarized the budget transfers. Two items related to the Wastewater Capital Fund and the Stadium Capital Plan use Fund Balance and are more complex. She explained reasons behind those two transfers.

##### **Council Discussion:**

**>Asked about why the Grants Coordinator was moved from the City Manager's Office to the Engineering Department.** Zook responded that the Grants Coordinator still handles all of the grant administration, but she also acts as the Management Assistant for Engineering. This is now a dual role position. Her title will remain Grants Coordinator.

**>Appreciates the new, easy to understand Budget Transfer Summary report.**

**>Questioned whether Council should see more details for future budget transfers that are for large amounts.**

**>Asked for clarification on whether these transfers have occurred yet.** Wigenroth reported that the transfers have not yet occurred because they are waiting for Council to approve them first. She is not 100 percent sure about the Fire Department UASI Grant. That was a carryover grant and has been moving forward.

**MOTION BY Councilmember Pizzillo, SECONDED BY Councilmember Osborne, to**

September 8, 2014

David Coble  
Associate, Project Manager  
CVL Consultants Inc  
4550 North 12<sup>th</sup> Street  
Phoenix, Arizona 85014

RE: El Cidro Preliminary Plat – City Council Approval  
Case No. 13-500-00009  
COAC No. 14-5338

Dear Mr. Coble:

This letter serves to inform you that at its regular meeting of August 25, 2014, the City Council rescinded the February 25, 2008 approvals for the El Cidro Parcels 1A, 1B, 1C, 1D, 1E and 1F final plats, in their entirety, and approved a request for a preliminary plat subdividing approximately 328.4 acres into 1,260 single-family residential lots for a development known as El Cidro generally located south of Lower Buckeye Road, along Cotton Lane and along the proposed Loop 303 freeway corridor, subject to the following stipulations:

1. Compliance with the stipulations stated in Ordinance Nos. 07-1060, 08-1111, and 10-1215, the ordinances establishing the El Cidro PAD. If the property owner or developer fails to comply with any of the stipulations contained in said Ordinances, or fails to comply with any other City codes and regulations in the development of the El Cidro PAD, then the City Engineer, or designee, with respect to such property owner or developer, may suspend the issuance of building or construction permits within the subdivision parcel in violation until the developer or homebuilder cures the item in default;
2. The property owner and/or developer shall enter into a development agreement with the City of Goodyear prior to City Council approval of any final plat for El Cidro. Said development agreement shall address, among other items, the provision of adequate infrastructure and services required to serve the property, including traffic signal participation, West Goodyear utility line cost recovery reimbursements and improvements, and participation in West Goodyear Utility Study costs;
3. All final plats for El Cidro shall demonstrate adequate access, fire flow, water and wastewater to accommodate the subdivision prior to approval of any building permit for the subdivision;
4. The property owner and/or developer shall apply to the Department of Water Resources (DWR) for the extinguishment of the Type 1 Rights appurtenant to El Cidro and request that

any assured water supply credits issued by DWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any final plat for El Cidro;

5. The property owner and/or developer shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign, and shall include the following statement in the waiver agreement: “El Cidro 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 Luke Air Force Base and/or the Phoenix-Goodyear Airport. The Owner does release and discharge the City of Goodyear and the developer from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from the operation of such aircraft near and over the area;”
6. The Public Sales Report and final plat shall include a statement that El Cidro 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, Luke Air Force Base and/or the Phoenix-Goodyear Airport;
7. The property owner and/or developer shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9.2). This display shall include a 24-inch by 36-inch map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted;
8. The following information shall be disclosed in the Public Sales Report, noted on the final plat and provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: “El Cidro is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses;”
9. The following information shall be disclosed in the Public Sales Report, noted on the final plat and provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: “El Cidro is in proximity to the proposed Loop 303 and I-10 Reliever freeways and may be subject to potential noise intrusion, vibrations, dust and all other effects that may be caused by said freeways;”
10. The final plat notes shall indicate those lots where dwelling units will be subject to headlight intrusion into living areas, and a corresponding symbol shall be added on each lot throughout the final plat;
11. All development on the subject property shall comply with the prevailing City of Goodyear Design Guidelines;
12. The property owner and/or developer shall de-emphasize the garage element of all dwelling units by using techniques such as front porches and livable areas of the home that project

forward of the garage, side entry or recessed garages, or other design elements acceptable to the Development Services Director, or designee;

13. Four-sided architecture is required for all dwelling units within the El Cidro development. Architectural details provided on the front elevation shall also be provided on the side and rear elevations of the building;
14. Dwelling units with the same elevation or color scheme within El Cidro shall not be placed side-by-side or across the street from each other, unless the elevation is fundamentally different as determined by the Development Services Director, or designee;
15. The property owner and/or developer shall provide and install a front yard landscape package for each lot within 60 days of issuance of the Certificate of Occupancy for the dwelling on that lot, and the CC&R's shall contain language reflecting this requirement;
16. No more than three two-story homes shall be permitted side-by-side, and three consecutive two-story homes must be followed by a minimum of two single-story homes;
17. No two-story homes shall be permitted on corner lots or on lots abutting or adjacent to an arterial street unless there is a 35-foot wide landscape tract between the street right-of-way and the lot line;
18. The final plat notes shall specify the lot numbers subject to two-story restrictions, and a corresponding symbol shall be added on each lot throughout the plat;
19. Driveways upon key lots shall be located on the opposite side of the lot from the view obstruction;
20. The property owner and/or developer shall establish a Homeowners Association (HOA) for El Cidro, with said HOA owning and maintaining all open space areas, trails, and other community amenities and maintaining all arterial and collector road rights-of-way landscaping except for arterial median landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these tracts;
21. Trees shall be placed in the area between the curb and sidewalk along all local streets. One street tree per 25 feet of street frontage is required to be planted within this area. Landscape plans for the local streets shall be included in the landscape construction plans provided to the Engineering Department;
22. The HOA shall maintain the right-of-way landscaping between the curb and sidewalk along the local streets. Any street tree or other planting that is removed shall be promptly replaced by the HOA within 30 days of removal. The final plat general notes shall indicate HOA maintenance responsibility for this area;



23. All lots adjacent to internal open space areas shall have rear yard view fences. Those lots that have view fences shall be required to complete their rear yard landscaping within 90 days of the issuance of a Certificate of Occupancy for the dwelling;
24. The property owner and/or developer shall improve all tot lots within the project with approved shade canopies over the play equipment;
25. The property owner and/or developer shall provide pedestrian-scale security lighting for all trails and active recreational areas within the project;
26. The location of mail boxes is to be integrated within the development and the design shall utilize the same types of building materials used throughout the development. The location and design of the mail boxes shall be included within the landscape construction plans for the subdivision;
27. The property owner and/or developer shall ensure that all perimeter walls viewable from public roadways have an exposed face not to exceed eight feet in height; and,
28. The abandonment of 175<sup>th</sup> Avenue and a portion of Elwood Street shall be completed concurrently with the first final plat in Phases I or II.

Please note that preliminary plats expire 12 months from the date of Council approval unless either a final plat has been submitted for all or part of the property included in the preliminary plat or an extension has been obtained, prior to the expiration date. Prior to the expiration of a preliminary plat, the City Council may grant a 12-month extension of preliminary plat approval if the applicant demonstrates that there has been no significant substantive change in the Engineering Standards, that the approved preliminary plat, including the supporting documents, continue to comply with all applicable requirements; and that the property owner has expended substantial effort to create a final plat and engineering plans.

If you have any questions, please contact me at 623.932.3005 or [steve.careccia@goodyearaz.gov](mailto:steve.careccia@goodyearaz.gov).

Sincerely,  
THE CITY OF GOODYEAR

Steve Careccia, AICP  
Planner III

APPROVED

City Council Approved

August 25, 2014

13-500-00009

# PRELIMINARY PLAT FOR EL CIDRO PARCELS 1-5

LOCATED IN PORTIONS OF SECTIONS  
21 AND 24 IN TOWNSHIP 1 NORTH, RANGE 2 WEST,  
OF THE GLA AND SALT RIVER BASIN AND MERIDIAN,  
MARICOPA COUNTY, AZ.

## PREPARED FOR:

EL CIDRO PARCEL, LLC  
5500 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 593-3381  
CONTACT: SCOTT MOORE, SMOORE@elcidroparcels.com

## PREPARED BY:

COL A VAP LOG CONSULTANTS, INC.  
4555 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-4801  
(602) 264-6058 (FAX)  
CONTACTS:  
DANIEL CORRELL, dcorrell@colavap.com  
JOSHUA HENSLY, Jhensly@colavap.com

## PROJECT DESCRIPTION:

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH FOUR (4) LOTS  
AND FOUR (4) UTILITY LOTS.

## BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST  
HAVING A BEARING OF NORTH 89°13'37" EAST.

## BENCHMARK:

A BRASS CAP IN HANDHOLE AT THE INTERSECTION  
OF LOWER BUCKEYE ROAD AND COTTON LANE.  
N 89°40' 00" E 270' 00" W U.S.D. HOLE IN  
BENCHMARK + 1.83 = 100.00  
(UNIVERSITY OF ARIZONA DATUM)

A BRASS CAP IN SOUTH HANDHOLE AT THE  
INTERSECTION OF LOWER BUCKEYE ROAD AND SARRIAL AVE.  
N 89°40' 00" E 270' 00" W U.S.D. HOLE IN  
BENCHMARK + 1.83 = 100.00  
(UNIVERSITY OF ARIZONA DATUM)

## UTILITIES:

|           |                  |
|-----------|------------------|
| POWEL     | CITY OF GOODYEAR |
| WATER     | CITY OF GOODYEAR |
| SEWER     | CITY OF GOODYEAR |
| IRRI      | CITY OF GOODYEAR |
| ELECTRIC  | APS              |
| TELEPHONE | CENTURY LINK     |

## LEGEND:

|                        |      |
|------------------------|------|
| EXISTING CONTOUR       | 1000 |
| EXISTING WATER         | W    |
| EXISTING SEWER         | S    |
| PROPOSED WATER         | W    |
| PROPOSED SEWER         | S    |
| PROPOSED VALVE         | ○    |
| PROPOSED MANHOLE       | ○    |
| PROPOSED CLEANOUT      | ○    |
| FIRE HYDRANT           | ○    |
| SURFACE DRAINAGE       | —    |
| RIGHT VISIBILITY LINE  | —    |
| HOW COUNTRY CURVE DATA | 17   |
| NO 2-STORY CORNERS     | *    |

SHEET 1 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CWL\* - 1.01.1050050

ICV CONSULTANTS  
4555 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
602.264.4801  
WWW.ICVCONSULTANTS.COM



# LEGAL DESCRIPTION FOR THE PRELIMINARY PLAT FOR EL CIDRO PARCELS 1-5

REAL PROPERTY IN THE CITY OF GOODYEAR, COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 65 FEET AS DEED TO THE CITY OF GOODYEAR IN INSTRUMENT RECORDED MARCH 30, 1987 IN 81-187213 OFFICIAL  
RECORDS AND RE-RECORDED APRIL 1, 1987 IN 81-198721 OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR IN INSTRUMENT RECORDED DECEMBER 28, 2007 AS 2007-1356154 OF  
OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY IN INSTRUMENT RECORDED JUNE 3, 2010 AS  
2010-0472466 OF OFFICIAL RECORDS;

PARCEL NO. 2:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE SOUTH 65 FEET AS DEED TO THE CITY OF GOODYEAR IN INSTRUMENT RECORDED MARCH 30, 1987 IN 81-187213 OFFICIAL  
RECORDS AND RE-RECORDED APRIL 1, 1987 IN 81-198721 OF OFFICIAL RECORDS;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR IN INSTRUMENT RECORDED DECEMBER 28, 2007 AS 2007-1356154 OF  
OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY IN INSTRUMENT RECORDED JUNE 3, 2010 AS  
2010-0472466 OF OFFICIAL RECORDS;

PARCEL NO. 3:

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA, TO THE CITY OF GOODYEAR AS SHOWN ON DEED RECORDED JANUARY 8, 1991 IN DOCUMENT NO.  
91-008611 OF OFFICIAL RECORDS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 23;

THENCE NORTH 89 DEGREES 45 MINUTES 21 SECONDS WEST, ALONG THE NORTH LINE OF SAID SECTION 23 A DISTANCE OF 1323.12 FEET  
TO THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE SOUTH 60 DEGREES 15 MINUTES 13 SECONDS WEST, ALONG THE WEST LINE OF SAID NORTHEAST QUARTER OF THE NORTHEAST  
QUARTER 215.03 FEET TO THE TRUE POINT OF BEGINNING, SAID POINT BEING THE BEGINNING OF A TANGENT CURVE OF 568.00 FOOT  
RADIUS CONCAVE NORTHEASTERLY;

THENCE SOUTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 28 DEGREES 17 MINUTES 12 SECONDS, A DISTANCE OF  
268.80 FEET;

THENCE SOUTH 28 DEGREES 04 MINUTES 58 SECONDS EAST, 608.72 FEET;

THENCE SOUTH 61 DEGREES 55 MINUTES 02 SECONDS WEST, 194.23 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 47 SECONDS WEST, 181.30 FEET TO A POINT ON THE WEST LINE OF SAID NORTHEAST QUARTER  
OF THE NORTHEAST QUARTER OF SAID SECTION 23;

THENCE NORTH 60 DEGREES 12 MINUTES 13 SECONDS EAST, ALONG SAID WEST LINE, 883.97 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR IN INSTRUMENT RECORDED DECEMBER 28, 2007 AS 2007-1356154 OF  
OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL RECORDS; AND

EXCEPT THAT PORTION CONVEYED TO THE FLOOD CONTROL DISTRICT OF MARICOPA COUNTY IN INSTRUMENT RECORDED JUNE 3, 2010 AS  
2010-0472466 OF OFFICIAL RECORDS;

PARCEL NO. 4:

THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND  
SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE EAST 85 FEET AS DEED TO THE CITY OF GOODYEAR IN INSTRUMENT  
RECORDED MARCH 30, 1987 IN 81-187213 OFFICIAL RECORDS AND RE-RECORDED APRIL 1, 1987 IN 81-198721 OF OFFICIAL RECORDS;  
AND

EXCEPT THE WEST 40 FEET; AND

EXCEPT ANY PORTION LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23;

THENCE NORTH (ASSUMED BEARING) ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF 1,961.32 FEET  
TO A POINT FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION 23 BEARS NORTH 43 DEGREES 14' 43" FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 34 MINUTES 30 SECONDS EAST ALONG AN OLD FENCE LINE AND AN EXTENDED PROLONGATION THEREOF  
354.14 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 23, FROM WHICH THE CENTER OF SAID SECTION 23 BEARS  
NORTH 6 DEGREES 01 MINUTES WEST 651.49 FEET;

THENCE SOUTH 60 DEGREES 15 MINUTES EAST ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 23 A DISTANCE OF  
1,986.50 FEET TO THE SOUTH QUARTER CORNER OF SECTION 23;

THENCE NORTH 89 DEGREES 50 MINUTES WEST ALONG THE SOUTH LINE OF THE  
SOUTHWEST QUARTER SECTION 23 A DISTANCE OF 1,447.73 FEET TO THE POINT OF BEGINNING;

PARCEL NO. 5:

THE WEST 300 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF  
THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

PARCEL NO. 6:

THE EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE  
GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THAT PART DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF THE SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER;

THENCE EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, 334.32 FEET;

THENCE NORTH 7 DEGREES 53 MINUTES 5 SECONDS EAST, 128.85 FEET;

THENCE NORTH 4 DEGREES 53 MINUTES 15 SECONDS EAST, 831.5 FEET;

THENCE WEST 137.19 FEET;

THENCE NORTH TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER;

THENCE WEST ALONG THE SAID NORTH LINE OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER A DISTANCE OF 220 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE SOUTHWEST QUARTER OF THE  
NORTHWEST QUARTER

THENCE SOUTH ALONG THE WEST LINE OF SAID EAST HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER TO THE POINT OF  
BEGINNING;

PARCEL NO. 7:

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE WEST 300 FEET THEREOF;

PARCEL NO. 8:

INTENTIONALLY DELETED;

PARCEL NO. 9:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF THE SOUTHWEST QUARTER FROM WHICH THE SOUTHWEST CORNER BEARS SOUTH 80  
DEGREES 11 MINUTES 43 SECONDS WEST, 954.18 FEET

THENCE NORTH 00 DEGREES 11 MINUTES 49 SECONDS EAST, ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER, 1907.50 FEET TO A  
POINT FROM WHICH THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER BEARS NORTH 60 DEGREES 11 MINUTES 43 SECONDS EAST,  
674.30 FEET;

THENCE NORTH 89 DEGREES 47 MINUTES 27 SECONDS EAST, A DISTANCE OF 2050.73 FEET TO A POINT ON THE EAST LINE OF THE  
SOUTHWEST QUARTER OF SAID SECTION 23, FROM WHICH THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER BEARS NORTH 00 DEGREES  
12 MINUTES 58 SECONDS EAST, 651.49 FEET;

THENCE SOUTH 60 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG THE EAST LINE OF THE SAID SOUTHWEST QUARTER, 1022.28 FEET;

THENCE SOUTH 89 DEGREES 39 MINUTES 57 SECONDS WEST, 2050.50 FEET TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR BY DEED RECORDED DECEMBER 28, 2007 AS 2007-1356154 OF OFFICIAL  
RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL RECORDS;

PARCEL NO. 10:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, BEING A BRASS CAP IN A HOLE, FROM WHICH THE WEST QUARTER  
CORNER OF SAID SECTION 23, BEING A COTTON PICKER SPINDLE, BEARS NORTH 00 DEGREES 00 MINUTES, 36 SECONDS WEST, A  
DISTANCE OF 2063.32 FEET;

THENCE NORTH 00 DEGREES 00 MINUTES 36 SECONDS WEST, ALONG THE WEST LINE OF THE SAID SECTION 23, A DISTANCE OF 954.17  
FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 32 SECONDS EAST, A DISTANCE OF 2050.51 FEET;

THENCE SOUTH 89 DEGREES 05 MINUTES 31 SECONDS EAST, A DISTANCE OF 1887.73 FEET TO THE SOUTHERN LINE OF THE SOUTHWEST  
QUARTER OF SECTION 23;

THENCE NORTH 89 DEGREES 56 MINUTES 09 SECONDS WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 2640.99 FEET TO THE POINT OF  
BEGINNING;

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR BY DEED RECORDED  
DECEMBER 28, 2007 AS 2007-1356154 OF OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL  
RECORDS;

EXCEPT THE FOLLOWING:

A PARCEL OF LAND BEING A PORTION OF THE DEED DESCRIBED IN INSTRUMENT 2009-03-0987, OFFICIAL RECORDS OF MARICOPA COUNTY,  
ARIZONA, LOCATED WITHIN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER  
BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER CORNER OF SAID SECTION 23, MONUMENTED BY A CITY OF GOODYEAR BRASS CAP IN HANDHOLE FROM  
WHICH THE SOUTH WEST CORNER OF SAID SECTION 23 MONUMENTED BY A MARICOPA COUNTY BRASS CAP IN HANDHOLE BEARS NORTH 89  
DEGREES 49 MINUTES 11 SECONDS WEST, A DISTANCE OF 2660.91 FEET;

THENCE NORTH 89 DEGREES 49 MINUTES 11 SECONDS WEST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A  
DISTANCE OF 404.14 FEET TO THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND  
THE EASTERN LINE OF THAT PORTION CONVEYED TO THE CITY OF GOODYEAR BY DEED RECORDED DECEMBER 28, 2007 AS 2007-1356154 OF  
OFFICIAL RECORDS AND RE-RECORDED SEPTEMBER 19, 2008 AS 2008-0810590 OF OFFICIAL RECORDS;

THENCE DEPARTING SAID SOUTH LINE, NORTH 41 DEGREES 13 MINUTES 11 SECONDS EAST, ALONG SAID EASTERLY LINE, A DISTANCE OF  
918.58 FEET TO THE INTERSECTION OF SAID EASTERLY LINE AND THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23;

THENCE SOUTH 00 DEGREES 01 MINUTES 20 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23, A  
DISTANCE OF 892.85 FEET TO THE POINT OF BEGINNING;

PARCEL NO. 11:

THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE  
AND MERIDIAN, MARICOPA COUNTY, ARIZONA;

EXCEPT THE NORTH 33.00 FEET AND THE WEST 55.00 FEET THEREOF; AND

EXCEPT ANY PORTION CONVEYED TO CITY OF GOODYEAR, AN ARIZONA MUNICIPAL  
CORPORATION IN THE ABOVE LEGAL DESCRIPTION RECORDED AS 2007-1356154 OF OFFICIAL RECORDS, AND RE-RECORDED IN 2008-810590  
OF OFFICIAL RECORDS;

PARCEL 12:

THE SOUTHWEST QUARTER OF SECTION 23 AND THAT PORTION OF THE NORTHEAST  
QUARTER OF SECTION 24, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY,  
ARIZONA, LYING NORTHERLY OF THE RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD;

EXCEPT THE WEST 65 FEET THEREOF; AND

EXCEPT THE NORTH 65 FEET OF SAID SOUTHWEST QUARTER OF SECTION 23; AND

EXCEPT THE EAST 75 FEET OF THE SOUTH 1022 FEET OF SAID SOUTHWEST QUARTER OF SECTION 23; AND

EXCEPT THE EAST 75 FEET OF SAID NORTHEAST QUARTER OF SECTION 24; AND

EXCEPT THAT PORTION CONVEYED TO THE CITY OF GOODYEAR IN A WARRANTY DEED RECORDED DECEMBER 28, 2007 IN DOCUMENT NO.  
2007-1356154 AND RE-RECORDED SEPTEMBER 19, 2008 IN DOCUMENT NO. 2008-810590; AND

EXCEPT THAT PORTION AS SET FORTH IN FINAL ORDER OF CONDEMNATION RECORDED JULY 3, 2012 AS 2012-582148 OF OFFICIAL  
RECORDS, DESCRIBED AS FOLLOWS:

A PORTION OF PARCEL NO. 1, DESCRIBED IN DOCUMENT NUMBER 2005-1810701, RECORDED'S OFFICE, MARICOPA COUNTY, ARIZONA, WHICH  
LIES WITHIN THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE AND  
MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID PORTION DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23;

THENCE ALONG THE EAST-WEST MID-SECTION LINE, NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 1585.53 FEET;

THENCE LEAVING SAID MID-SECTION LINE, SOUTH 80 DEGREES 14 MINUTES 30 SECONDS WEST, A DISTANCE OF 65.30 FEET TO A POINT  
ON THE NORTH LINE OF SAID PARCEL NO. 1, ALSO BEING THE INTERSECTION OF THE SOUTH LINE OF THE NORTH 65 FEET OF SAID  
SOUTHWEST QUARTER AND THE WEST LINE OF THAT CERTAIN PARCEL, DESCRIBED IN DOCUMENT NUMBER 2008-0810590, RECORDED'S  
OFFICE, MARICOPA COUNTY, ARIZONA, SAID POINT BEING THE POINT OF BEGINNING;

THENCE ALONG SAID NORTH LINE, NORTH 89 DEGREES 43 MINUTES 30 SECONDS WEST, A DISTANCE OF 163.45 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 36 DEGREES 32 MINUTES 09 SECONDS WEST, A DISTANCE OF 168.73 FEET TO A POINT ON  
THE WEST LINE OF SAID PARCEL, DESCRIBED IN DOCUMENT NUMBER 2008-0810590;

THENCE ALONG SAID WEST LINE, NORTH 89 DEGREES 17 MINUTES 27 SECONDS EAST, NORTH 63 DEGREES 17 MINUTES 37 SECONDS EAST  
RECORDED, A DISTANCE OF 298.32 FEET TO THE POINT OF BEGINNING;

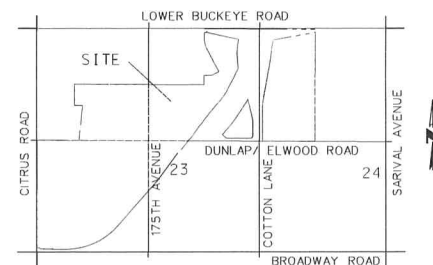
AND FURTHER EXCEPTING ANY PORTION THEREOF LYING WITHIN BROADWAY INDUSTRIAL PARK, IN THE COUNTY OF MARICOPA, STATE OF  
ARIZONA, RECORDED IN BOOK 1112 OF MAPS, PAGE 1;

PARCEL 13:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST OF THE GLA AND SALT RIVER BASE AND  
MERIDIAN, IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF THE NORTH HALF OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 23;  
THENCE ALONG THE SOUTHERN LINE THEREOF, SOUTH 89 DEGREES 53 MINUTES 11 SECONDS EAST, A DISTANCE OF 1697.88 FEET;  
THENCE SOUTH 89 DEGREES 34 MINUTES 30 SECONDS WEST, A DISTANCE OF 1697.88 FEET TO THE WESTERN LINE OF THE SOUTHWEST  
QUARTER OF SAID SECTION 23;

THENCE ALONG SAID WESTERN LINE, NORTH 00 DEGREES 00 MINUTES 10 SECONDS EAST, A DISTANCE OF 15.18 FEET TO THE POINT OF  
BEGINNING;



VICINITY MAP  
(NOT TO SCALE)







LOCATED IN PORTIONS OF SECTIONS  
23 AND 24, IN TOWNSHIP 1 NORTH, RANGE 2 WEST  
OF THE GILA AND SALT RIVER BASE AND MERIDIAN,  
MARICOPA COUNTY, AZ.

**PREPARED BY:**  
COLE & VAN LOO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6831  
(602) 264-0928 (FAX)  
CONTACTS:  
DAVID COBLE, dcoble@cvccl.com  
BRIAN HENSLY, bhenzlay@cvccl.com

**PROJECT DESCRIPTION:**  
THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS  
AND PUBLIC UTILITIES.

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST, HAVING A BEARING OF NORTH 00°11'35" EAST.

A BRASS CAP IN HANDHOLE AT THE INTERSECTION  
OF LOWER BUCKLEY RD. AND COTTON LANE  
RTE.50 (NGVD-29) USED HEREIN  
BLANCHMARK + 1.15' = DERSBY  
GRAND-BUCKLEY CO. COGNATE ALLIANCE

UTILITIES:

|           |                  |
|-----------|------------------|
| POLICE    | CITY OF GOODYEAR |
| WATER     | CITY OF GOODYEAR |
| SEWER     | CITY OF GOODYEAR |
| FIRE      | CITY OF GOODYEAR |
| ELECTRIC  | APS              |
| TELEPHONE | CENTURY LINK     |

**LEGEND:**

|                         |             |
|-------------------------|-------------|
| EXISTING CONTOUR        | _____ 1000' |
| EXISTING WATER          | _____ W     |
| EXISTING SEWER          | _____ S     |
| PROPOSED WATER          | _____ W     |
| PROPOSED SEWER          | _____ S     |
| PROPOSED 15" VALVE      | _____ ○     |
| PROPOSED MANHOLE        | _____ ⊙     |
| PROPOSED CLEANOUT       | _____ ●     |
| FIRE HYDRANT            | _____ ⊕     |
| SURFACE DRAINAGE        | _____ ↘     |
| SIGHT VISIBILITY LINE   | _____ —     |
| HOW CHANGING CURVE DATA | (17)        |
| NO 2-STORY ON CORNERS   | ★           |



## KEY MAP



LOCATED IN PORTIONS OF SECTIONS  
23 AND 24, IN TOWNSHIP 1 NORTH, RANGE 2 WEST  
OF THE GILA AND SALT RIVER BASIN AND MERIDIAN,  
MARICOPA COUNTY, AZ.

EL CIDRO RANCH, LLC  
5506 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 563-3891  
CONTACT: SCOTT MOORE SMOORE@bcfinvestments.com

COE & VAN LOO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6311  
(602) 264-0928 (FAX)  
CONTACTS:  
DAVID COBLE, [dstable@evci.com](mailto:dstable@evci.com)  
JERAMIE HUNSLY, [jheramy@evci.com](mailto:jheramy@evci.com)

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS AND PUBLIC UTILITIES.

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST,  
HAVING A BEARING OF NORTH 00°11' 35" EAST,

A BRASS CAP IN HANDHOLE AT THE INTERSECTION OF LOWER BUCKLEY RD AND COTTON LANE.  
108.50 (NVDG-216) USED ILLHIN  
BLNCH MARK + 1.83 = 106.67  
(NVDG-85 CITY OF GOODYEAR DA11112)

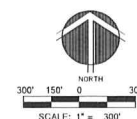
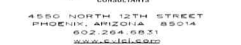
A BRASS CAP IN SOUTH HAND HOLE AT THE INTERSECTION OF LOWER BUCKLEY RD AND SARRAVAL AVE.  
147.63 (NVDG-236) USED ILLHIN  
BLNCH MARK + 1.83 = 145.80  
(NVDG-85 CITY OF GOODYEAR DA11112)

|           |                  |
|-----------|------------------|
| POLICE    | CITY OF GOODYEAR |
| WATER     | CITY OF GOODYEAR |
| SEWER     | CITY OF GOODYEAR |
| FIRE      | CITY OF GOODYEAR |
| ELECTRIC  | APS              |
| TELEPHONE | CENTURY LINK     |

**LEGEND:**

|                          |                           |
|--------------------------|---------------------------|
| EXISTING CONTAINER       | 1000                      |
| EXISTING WATER           | W                         |
| EXISTING SEWER           | S                         |
| PROPOSED WATER           | W                         |
| PROPOSED SEWER           | S                         |
| PROPOSED VALVE           |                           |
| PROPOSED MANHOLE         |                           |
| PROPOSED CLEANOUT        |                           |
| FIRE HYDRANT             |                           |
| SURFACE DRAINAGE         |                           |
| SOFT VEGETATION LINE     | SIGHT LINE<br>SEE SHEET 3 |
| HOW CHUTE IN CURVE: DATA | (17) OFF CURVE            |
| NO 2 STORY ON CORNERS    |                           |

SHEET 5 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CVL\* - 1.01.1050050



CITRUS RIDGE COTTON COMMONS

CANYON TRAILS

LOWER BUCKEYE ROAD

ARCE 2

PARCEI

13

PARCEL 5

COMMERCIAL

COTTON LANE

(RUBBERMAID)

BROADWAY ROAD

LEVINSON 160

LAS BRISAS

T.1N. R.2W,  
CITY OF GOODYEAR  
BB CAP FOUND IN HH

SEC. 23  
T.1N. R.2W.  
M.C.D.O.T. BH. CAP  
FOUND IN BATHOLE

NW. COR.  
SEC. 23  
T. 1N., R. 2W.  
M.C. ALUM. CAP. FOUND  
IN POTHOLE

N. 1/4 COR.  
SEC. 23  
T. 1 N., R. 2 W.  
M.C. ALUM. CAP. FOUND  
IN POT HOLE

Q 14. W. COR. SEC. 13, T. 1N, R. 2W,  
FOUND M.C.H.D. BRASS CAP IN HH.  
Q 15. NE. COR. SEC. 23, NW. COR. SEC. 24, T. 1N, R. 2W  
M.C.H.D. BRASS CAP FOUND IN HH.

N. NCOR.  
SEC. 24  
T. IN. R. 2W.  
M.C. ALUM. CAP.

W. 4COR.  
SFC. 23  
T. 1N. R. 2W.  
COTTON  
PICKER  
SPINDLE  
FOUND

CENTER  
SEC. 23  
T. 1 N., R. 1 W.  
1/2" HIGH FBI  
AFFIXED  
ALUM. CAP  
U.S. #36567  
FOUND

CENTER 

SW. COH  
SEC. 23  
T. 1N. R. 2W.  
M.C.D.O.T. BR. CAP  
EQUINOX, M. BOTHALE

SE. COR. SEC. 23  
SW. COR. SEC. 24  
T.1N, R.2W,  
M.C. ALUM. CAP

S. 1/4 COR.  
SEC. 24  
T. 1N. R. 2W.  
M.C. ALUM. CAP  
DOWN 2' FOUND  
IN DIRT ROAD





LAS BRISAS  
SUBDIVISION  
ZONING: PAD

7 HIGHWAY ESMT  
DKT 5751 PG. 171 & 172

33 COUNTY ROAD  
BK. 3 ROAD MAPS, PG. 1

TUCKER FARMS  
LIMITED  
PARTNERSHIP  
502-43-012  
VACANT

SW. COR.  
SEC. 23  
T. 1N., R. 2W.  
M.C.D.O.T. BR. CAP  
FOUND IN POTHOLE

40'X 50' HIGHWAY ESMT  
DKT 5751 PG. 171 & 172

FLOOD CONTROL DISTRICT OF MARICOPA  
502-49-016-A  
ZONING: C-S

DRAINAGE FACILITIES IMPROVEMENTS  
SHOWN FOR REFERENCE ONLY  
LOOP 103 DITCH DRAINAGE SYSTEM  
(WOODLANDS AVENUE TO GILA RIVER)  
BY FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY  
PCN PCN 570143.1  
FOR CONTRACT NO. 2011C018

LF BROADWAY & PERRYVILLE LLC  
502-49-015-A  
ZONING: C-S

7 HIGHWAY ESMT  
DKT 5751 PG. 171 & 172

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

S. 1/4 COR.  
SEC. 23  
T. 1N., R. 2W.  
CITY OF GOODYEAR  
BR. CAP FOUND IN HH.

# PRELIMINARY PLAT FOR EL CIDRO PARCELS 1-5

LOCATED IN PORTIONS OF SECTIONS  
27 AND 28 IN TOWNSHIP 1 NORTH RANGE 2 WEST  
OF THE GILA AND SAN PEDRO RIVERS AND NEARBY  
MARICOPA COUNTY, AZ.

## PREPARED FOR:

EL CIDRO RANCH LLC  
5505 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85143  
PHONE: (602) 555-3881  
CONTACT: SCOTT MOORE (smoore@elcidro.com)

## PREPARED BY:

COL & VAN LEO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-8881  
(602) 264-8882 (FAX)  
CONTACTS:  
DANIEL COBLE (dcoble@colvanleo.com)  
SHIRLEY HENSLY (shensly@colvanleo.com)

## PROJECT DESCRIPTION:

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS  
AND PUBLIC UTILITIES.

## BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST  
HAVING A BEARING OF NORTH 0°11'35" EAST.

## BENCHMARK:

A BENCHMARK IN HAND HOLE AT THE INTERSECTION  
OF LOWE AVE. AND WOOD ST. (BENCHMARK # 87 - 145.48)  
(PROVIDED BY CITY OF GOODYEAR (DATA))  
A BENCHMARK IN SOUTHERN HAND HOLE AT THE  
INTERSECTION OF LOWE AVE. AND SAN MIGUEL AVE.  
(BENCHMARK # 88 - 145.48)  
(PROVIDED BY CITY OF GOODYEAR (DATA))

## UTILITIES:

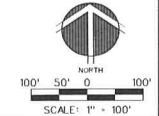
|              |                  |
|--------------|------------------|
| POLICE       | CITY OF GOODYEAR |
| WATER        | CITY OF GOODYEAR |
| SEWER        | CITY OF GOODYEAR |
| FIRE         | CITY OF GOODYEAR |
| ILLUMINATION | APS              |
| TELEPHONE    | CENTURY LINK     |

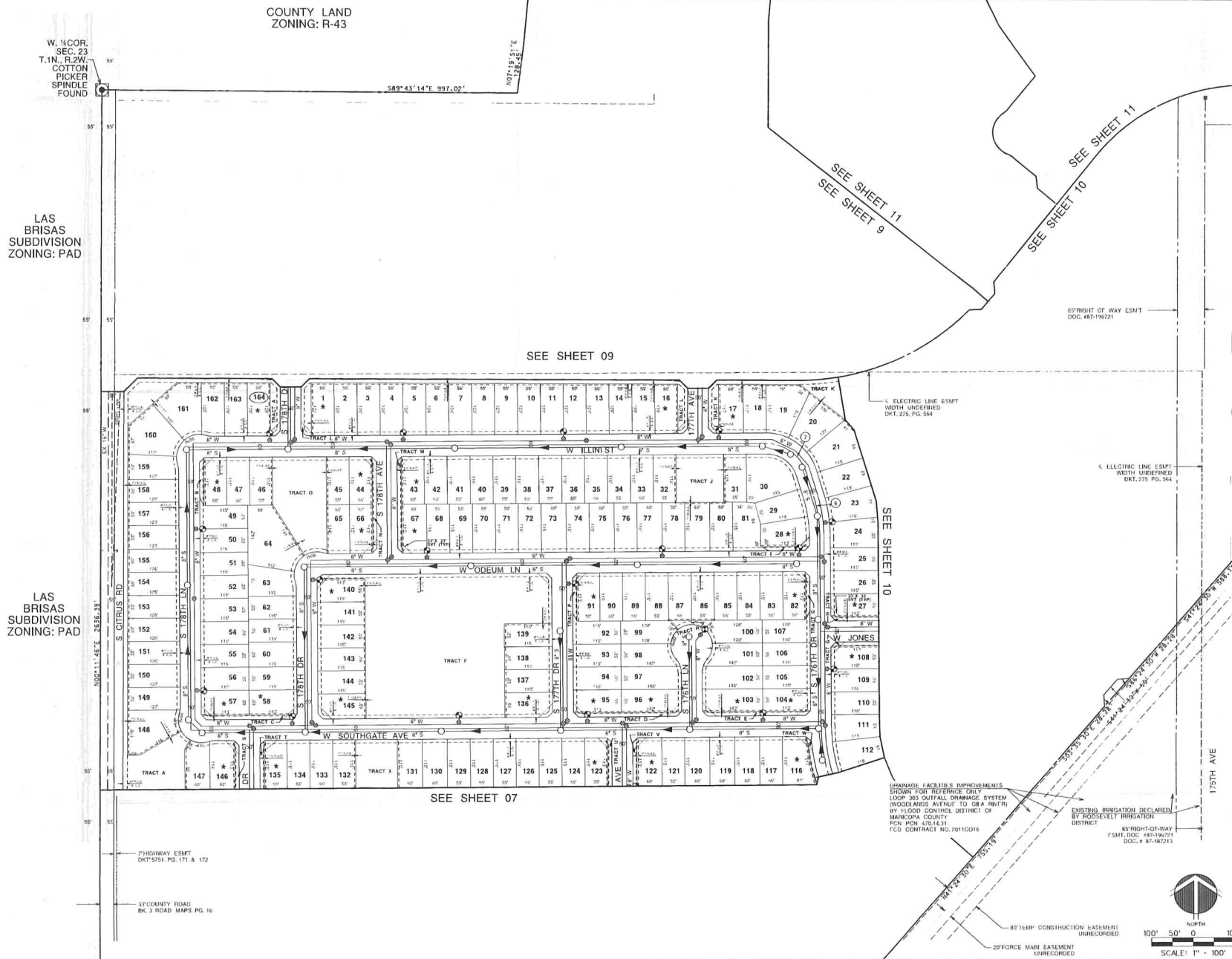
## LEGEND:

|                            |             |
|----------------------------|-------------|
| EXISTING CONTOUR           | 1000        |
| EXISTING WATER             | W           |
| EXISTING SEWER             | S           |
| PROPOSED WATER             | W           |
| PROPOSED SEWER             | S           |
| PROPOSED VALVE             | V           |
| PROPOSED MANHOLE           | M           |
| PROPOSED CLEANOUT          | C           |
| FIRE HYDRANT               | H           |
| SURFACE DRAINAGE           | D           |
| RIGHT-OF-WAY LINE          | 17          |
| HOW C/N WITH IN CURVE DATA | SEE SHEET 3 |
| NO 2-STORY OR CORNERS      | SEE SHEET 2 |

SHEET 7 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
C/L# - 1.01.1050050

CVL  
CONSULTANTS  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-8881





**PRELIMINARY PLAT  
FOR  
EL CIDRO  
PARCELS 1-5**

LOCATED IN PORTIONS OF PLATS  
23 AND 24 IN TOWNSHIP 1 NORTH RANGE 2 WEST  
OF THE GILA AND SAN MARICOA RANGES AND MARICOPA COUNTY, AZ.

**PREPARED FOR:**  
EL CIDRO RANCH LLC  
5505 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 543-2801  
CONTACT: SCOTT MOORE, SMOORE@elcidro.com

**PREPARED BY:**  
COL & VAN LEO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
P.O. BOX 2448  
(602) 264-8828 (FAX)  
CONTACTS:  
UNIVERSAL CONSULTANTS, INC.  
UNIVERSAL CONSULTANTS, INC.  
UNIVERSAL CONSULTANTS, INC.

**PROJECT DESCRIPTION:**  
THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS  
AND PUBLIC UTILITIES.

**BASIS OF BEARING:**  
THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH RANGE 2 WEST  
HAVING A BEARING OF NORTH 89°13'35" EAST.

**BENCHMARK:**  
A BRASS CAP IN HANDED HOLE AT THE INTERSECTION  
OF LOWEN BRUCKLEY RD. AND COTTON LANE.  
BENCHMARK = 187 = 187.01  
(HORIZONTALITY OF GOODPLAN DATUM)

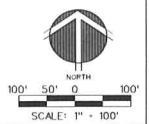
**UTILITIES:**  
POLICE CITY OF GOODVEAR  
WATER CITY OF GOODVEAR  
SEWER CITY OF GOODVEAR  
ELECTRIC CITY OF GOODVEAR  
TELEPHONE CENTURY LINK

**LEGEND:**

|                           |      |
|---------------------------|------|
| EXISTING CONTOUR          | 1000 |
| EXISTING WATER            | W    |
| EXISTING SEWER            | S    |
| PROPOSED WATER            | W    |
| PROPOSED SEWER            | S    |
| PROPOSED 15' W.V.         | ○    |
| PROPOSED MANHOLE          | ○    |
| PROPOSED CLEANOUT         | ○    |
| FIRE HYDRANT              | ○    |
| SURFACE DRAINAGE          | —    |
| SIGHT VISIBILITY LINE     | —    |
| HOW CENTRELINE CURVE DATA | 17   |
| NO 2-STORY OR CORNERS     | *    |

SHEET 8 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
C.V.L. - 1.01.1050050

**ICV CONSULTANTS**  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-8828  
WWW.ICVCONSULTANTS.COM



W 1/4 COR.  
SEC. 23  
T.1N., R.2W.  
COTTON  
PICKER  
SPINDLE  
FOUND

LAS  
BRISAS  
SUBDIVISION  
ZONING: PAD

LAS  
BRISAS  
SUBDIVISION  
ZONING: PAD

COUNTY LAND  
ZONING: R-43

SEE SHEET 09

SEE SHEET 07

SEE SHEET 11  
SEE SHEET 9

SEE SHEET 10  
SEE SHEET 11

ELECTRIC LINE ESMF  
WIDTH UNDEFINED  
DKT. 275, PG. 564

ELECTRIC LINE ESMF  
WIDTH UNDEFINED  
DKT. 275, PG. 564

UPGRADE FACILITIES IMPROVEMENTS  
SHOWN FOR REFERENCE ONLY  
LOOP 303 OUTFALL DRAINAGE SYSTEM  
(WOODLANDS AVENUE TO GHA HWY)  
BY FLOOD CONTROL DISTRICT OF  
MARICOPA COUNTY  
PCN PCN 425.14.13  
FCD CONTRACT NO. P0110015

EXISTING IRRIGATION DECLARED  
BY ROOSEVELT IRRIGATION  
DISTRICT  
65' RIGHT-OF-WAY  
F.S.M. DOK #84196791  
DOK # 87-182713

87' TEMP. CONSTRUCTION EASEMENT  
UNRECORDED  
20' FORCE MAIN EASEMENT  
UNRECORDED

7' HIGHWAY ESMF  
DOK #751, PG. 171 & 172

37' COUNTY ROAD  
BK. 3 ROAD MAPS PG. 16

25.34.13 PM  
1/20/2014 10:58:11 AM

CITRUS RIDGE  
SUBDIVISION  
ZONING: R1-6

PRELIMINARY PLAT  
FOR  
EL CIDRO  
PARCELS 1-5

LOCATED IN PORTIONS OF SECTIONS  
21 AND 24 IN TOWNSHIP 1 NORTH RANGE 2 WEST  
OF THE GILA AND SALT RIVER BASINS AND MCDONALD  
MARICOPA COUNTY, AZ.

PREPARED FOR:

EL CIDRO RANCH, LLC  
2500 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 353-3861  
CONTACT: SCOTT MOORE, smoores@elcidro.com

PREPARED BY:

COLA VAN LEO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6831  
(602) 264-6831 (FAX)  
CONTACTS:  
LARRY CORLE, lcorle@colav.com  
BRIAN HUGOLLY, bhugolly@colav.com

PROJECT DESCRIPTION:

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS  
AND PUBLIC UTILITIES.

BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST  
HAVING A BEARING OF NORTH 0°11'25" EAST.

BENCHMARK:

A BRASS CAP IN HAND HOLE AT THE INTERSECTION  
OF LOWRICH CANYON RD. AND COTTON LANE.  
BENCHMARK + 8.1' ± 0.01 FT  
(NAD 83 DATUM OF GOOD YEAR (LATHA))  
A BRASS CAP IN SOUTH HAND HOLE AT THE  
INTERSECTION OF LOWRICH CANYON RD. AND RAINBOW AVE.  
BENCHMARK + 8.1' ± 0.01 FT  
(NAD 83 DATUM OF GOOD YEAR (LATHA))

UTILITIES:

|           |                   |
|-----------|-------------------|
| POLICE    | CITY OF GOOD YEAR |
| WATER     | CITY OF GOOD YEAR |
| SEWER     | CITY OF GOOD YEAR |
| IRIG      | CITY OF GOOD YEAR |
| LLC/IRIG  | APS               |
| TELEPHONE | CENTURY LINK      |

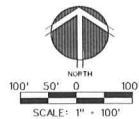
LEGEND:

|                        |             |
|------------------------|-------------|
| EXISTING CONTOUR       | 1000        |
| EXISTING WATER         | W           |
| EXISTING SEWER         | S           |
| PROPOSED WATER         | W           |
| PROPOSED SEWER         | S           |
| PROPOSED 10" DIA. V    | ○           |
| PROPOSED MANHOLE       | ○           |
| PROPOSED CLEANOUT      | ○           |
| FIRE HYDRANT           | ○           |
| SURFACE DRAINAGE       | —           |
| EXIST VISIBLE LINE     | —           |
| NO. 2 STORY OR CORNERS | 17          |
|                        | SEE SHEET 2 |
|                        | ★           |

SHEET 9 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CUL - 1.01.10.00050

ICVL  
CONSULTANTS

4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6831  
www.colav.com



LEVINSON  
PROPERTY  
ZONING: PAD

COUNTY LAND  
ZONING: R-43

W. MCOR.  
SEC. 23  
T.1N. R.2W.  
COTTON  
PICKER  
SPINDLE  
FOUND

LAS  
BRISAS  
SUBDIVISION  
ZONING: PAD

2:36:14 PM  
9/26/2014

ESPINOZA CUAHEMOC S  
502-43-537

ESPINOZA MIGUEL A/  
MAKIA ISABEL  
502-43-526

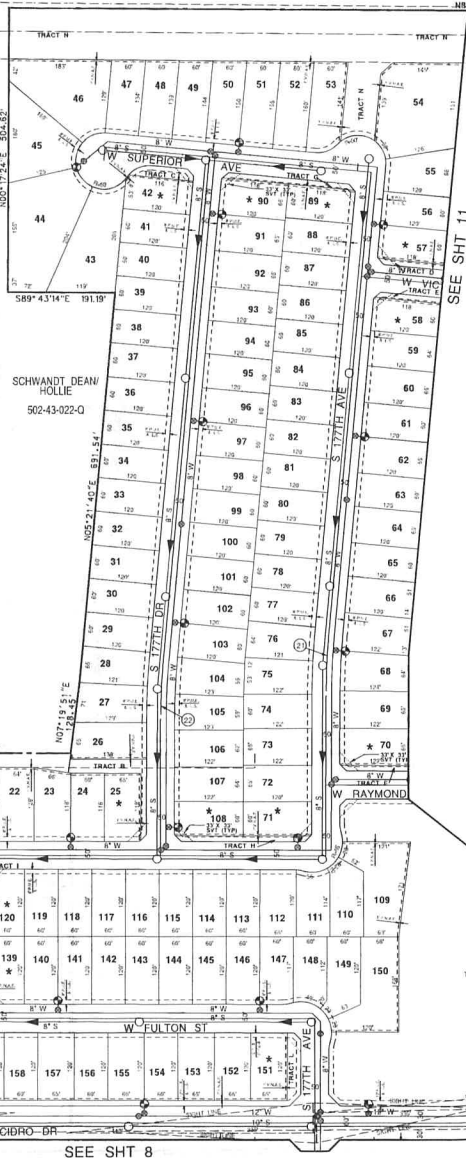
MILLER BRYAN D/  
MIKKI M KEVIN  
ALLEN  
502-43-022-T

MILLER BRYAN D/  
MIKKI M KEVIN  
ALLEN  
502-43-022-S

TRUJILLO ROBERT A/  
REDIH  
502-43-022-J

TARIN JAMES  
502-43-022-M

TRUJILLO ROBERT A/  
MERCY  
502-43-022-L



SEE SHT 11

SEE SHT 11

SEE SHT 10

SEE SHT 8

7" HIGHWAY ESMIT  
DPT 5751, PG. 171 & 172  
37" COUNTY ROAD  
BK. 3 ROAD MAPS PG. 16

LOCATED IN PORTIONS OF SECTIONS  
23 AND 24 IN TOWNSHIP 1 NORTH, RANGE 2 WEST,  
OF THE GILA AND SALT RIVER BASIN AND MERIDIAN,  
MARICOPA COUNTY, AZ.

EL CIDRO RANCH, LLC  
5508 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 583-3891  
CONTACT: SCOTT MOORE, SMOORE@botinvestments.com

COL & VAN LOO CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6831  
(602) 264-0928 (FAX)  
CONTACTS:  
DAVID COBLE, dcoble@evsl.com  
BRIAN HENSLY, bhenzley@cvt.com

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS AND PUBLIC UTILITIES.

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST, HAVING A BEARING OF NORTH 00°11'35" EAST.

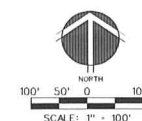
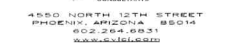
A BRASS CAP IN SOUTH HAND HOLE AT THE INTERSECTION OF LOWER BUCKLEY RD. AND COTTON AVE.  
938.50' (NAD-83) USED HELIX  
BLNCHMAHK + 1.35' = 939.85'  
(NAD-83) CITY OF GODYEAR (UTM)

|           |                  |
|-----------|------------------|
| POLICE    | CITY OF GOODYEAR |
| WATER     | CITY OF GOODYEAR |
| SEWER     | CITY OF GOODYEAR |
| FIRE      | CITY OF GOODYEAR |
| ELLECTRIC | APS              |
| TELEPHONE | CENTURY LINK     |

**LEGEND:**

|                              |                |
|------------------------------|----------------|
| EXISTING CONDUIT             | — 1000 —       |
| EXISTING WATER               | — W —          |
| EXISTING SEWER               | — S —          |
| PROPOSED WATER               | — W —          |
| PROPOSED SEWER               | — S —          |
| PROPOSED 12" VALVE           | ⊗              |
| PROPOSED MANHOLE             | ○              |
| PROPOSED CLEANOUT            | ●              |
| FIRE HYDRANT                 | ⊕              |
| SURFACE DRAINAGE             | —              |
| 8" FT VISIBILITY LINE        | — SIGHT LINE — |
| HOW C/N THRU R/W: CURVE DATA | (17) SFF       |
| NO. 2 STORY ON CORNERS       |                |

SHEET 10 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CVL • - 1.01.1050050



10:30:23 PM  
www.pcso.org/andrew100s10.htm

CITRUS RIDGE  
SUBDIVISION  
ZONING: R1-6

COTTON COMMONS  
SUBDIVISION  
ZONING: R1-6

WATER  
STORAGE

# PRELIMINARY PLAT FOR EL CIDRO PARCELS 1-5

LOCALIZED PORTIONS OF SECTIONS  
27 AND 28 IN TOWNSHIP 1 NORTH RANGE 2 WEST  
OF THE GILA AND SAN JUAN RIVERS AND MARICOPA  
MARICOPA COUNTY, AZ.

## PREPARED FOR:

EL CIDRO RANCH LLC  
5508 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (602) 553-2501  
CONTACT: SCOTT MOORE, SMOORE@elcidro.com

## PREPARED BY:

COL & VAN LOG CONSULTANTS, INC.  
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-8000  
(602) 264-8008 (FAX)  
CONTACT:  
DANIEL COLL, dcoll@colvanlog.com  
BRIAN VAN LOG, bvanlog@colvanlog.com

## PROJECT DESCRIPTION:

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY  
RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS  
AND PUBLIC UTILITIES.

## BASIS OF BEARING:

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST  
HAVING A BEARING OF NORTH 0°11'33" EAST.

## BENCHMARK:

A BRASS CAP IN HARD ROLL AT THE INTERSECTION  
OF LOWELL BLVD. W. AND COTTON LANE.  
1984.57 (INDIVIDUAL) LIDED HULIN  
BENCHMARK + 8.1 = 1992.67  
(NAD83-BENCH OF GOOD YEAR DATUM)

A BRASS CAP IN SOUTH HAND HOLE AT THE  
INTERSECTION OF LOWELL BLVD. W. AND SAN JUAN AVE.  
1973.57 (INDIVIDUAL) LIDED HULIN  
BENCHMARK + 7.8 = 1981.37  
(NAD83-BENCH OF GOOD YEAR DATUM)

## UTILITIES:

|           |                   |
|-----------|-------------------|
| WATER     | CITY OF GOOD YEAR |
| SEWER     | CITY OF GOOD YEAR |
| PHONE     | CITY OF GOOD YEAR |
| TELEPHONE | CITY OF GOOD YEAR |
|           | CENTURY LINK      |

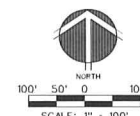
## LEGEND:

|                             |      |
|-----------------------------|------|
| EXISTING CONTOUR            | 1000 |
| EXISTING WATER              | W    |
| EXISTING SEWER              | S    |
| PROPOSED WATER              | W    |
| PROPOSED SEWER              | S    |
| PROPOSED DRAINAGE           | D    |
| PROPOSED MANHOLE            | ○    |
| PROPOSED CLEANOUT           | ●    |
| FIRE HYDRANT                | ⊕    |
| SURFACE DRAINAGE            | —    |
| RIGHT-OF-WAY LINE           | —    |
| NOV. CENTERLINE CORNER DATA | 17   |
| NO. 2-STORY ON CORNERS      | *    |

SHEET 11 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CVL - 1.01.1050050



4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
602.264.8000  
WWW.CVLCONSULTANTS.COM



100' ELEC. LINE ESMT  
BK. 67 MISC. PG. 472

N89°44'06"W 1766'

S89°44'24"E 1323.35'

EXISTING IRRIGATION DECLARED  
BY MARICOPA COUNTY

SEE SHEET 13

SEE SHEET 9

SEE SHT 12

SEE SHT 12

SEE SHT 10

ELWOOD ROAD

EXISTING IRRIGATION DECLARED  
BY MARICOPA COUNTY

EXIST. 20' FORCE MAIN EASEMENT  
UNRECORDED

EXIST. 80' TEMP. CONSTRUCTION EASEMENT  
UNRECORDED



LOCATED IN PORTIONS OF SECTIONS  
23 AND 24, IN TOWNSHIP 1 NORTH, RANGE 2 WEST  
OF THE GILA AND SALT RIVER BASIN AND MURRIAN  
MARICOPA COUNTY, AZ.

EL CIDRO RANCH, LLC  
5506 EAST SAN MIGUEL AVE.  
PARADISE VALLEY, AZ 85253  
PHONE: (480) 563-3891  
CONTACT: SCOTT MOORE SMOORE@bctinvestments.com

COL & VAN LOO CONSULTANTS, INC.  
4550 NORTH 12TH STREET

4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
(602) 264-6831  
(602) 264-0326 (FAX)  
CONTACTS:  
DAVID COBLE dcoble@evicti.com  
CHRISTIAN HENSLER chensley@evicti.com

THIS SITE WILL BE DEVELOPED AS A SINGLE-FAMILY RESIDENTIAL NEIGHBORHOOD WITH PUBLIC STREETS AND UTILITIES AVAILABLE.

THE WEST LINE OF THE SOUTHWEST QUARTER OF  
SECTION 13, TOWNSHIP 1 NORTH, RANGE 2 WEST,  
HAVING A BEARING OF NORTH 03°11'30" EAST.

A BRASS CAP IN HANDHOLE AT THE INTERSECTION  
OF LOWELL BRUCKLYE RD. AND COTTON LANE  
108.50 (NGVD-29) USED HEREIN  
BLNCH/BAARK + 1.83 = 106.67

A BRASS CAP IN SOUTH HAND HOLE AT THE  
INTERSECTION OF LOWER BUCKEYE RD AND SARVAL.  
947.63 (NAD83-23) USED FILLEN  
BENCHMARK + 1.83 = 949.46  
(NAD83-23) CITY OF GOODLYAH DATA

POLICE  
WATCH  
SLWHR  
FIRE  
ELLCTRIC  
TELEPHONE

EXISTING CONTOUR ————— 1000 —————  
 EXISTING WATER ————— W —————  
 EXISTING SEWER ————— S —————  
 PROPOSED WATER ————— W —————  
 PROPOSED SEWER ————— S —————  
 PROPOSED 3" VALVE ————— (V) —————  
 PROPOSED MAN-HOLE ————— (O) —————  
 PROPOSED CLEANOUT ————— (●) —————  
 FIRE HYDRANT ————— (H) —————  
 SURFACE DRAINAGE ————— → —————  
 50:1 VISIBILITY LINE —————  
 HOW CENTRE LINE CURVE DATA  
 NO. 2 STORY ON CORNERS

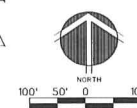
RIGHT LINE  
 SEE SHEET 1  
 17  
 SEE SHEET 2  
 SFF

SHEET 12 OF 14  
DATE: 01-10-2014  
REVISION DATE: 07-30-2014  
CVL\* - 1.01.1050050



**CVL**  
CONSULTANTS

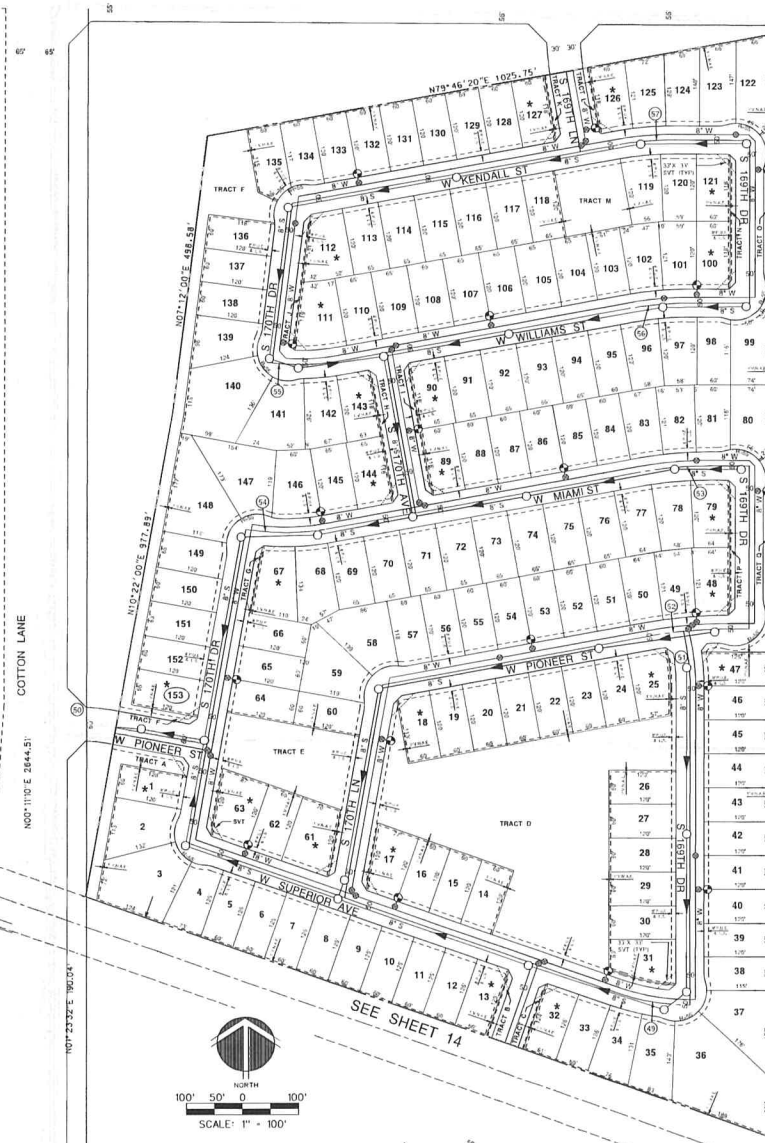
4550 NORTH 12TH STREET  
PHOENIX, ARIZONA 85014  
602.264.6831  
[www.evic.com](http://www.evic.com)





W. 3/4 COR., SEC. 13, T. 1N., R. 2W.  
FOUND M.C.H.D., BRASS CAP IN HH.

NE. COR., SEC. 23, NW. COR., SEC. 24, T. 1N., R. 2W.  
M.C.H.D., BRASS CAP FOUND IN HH.

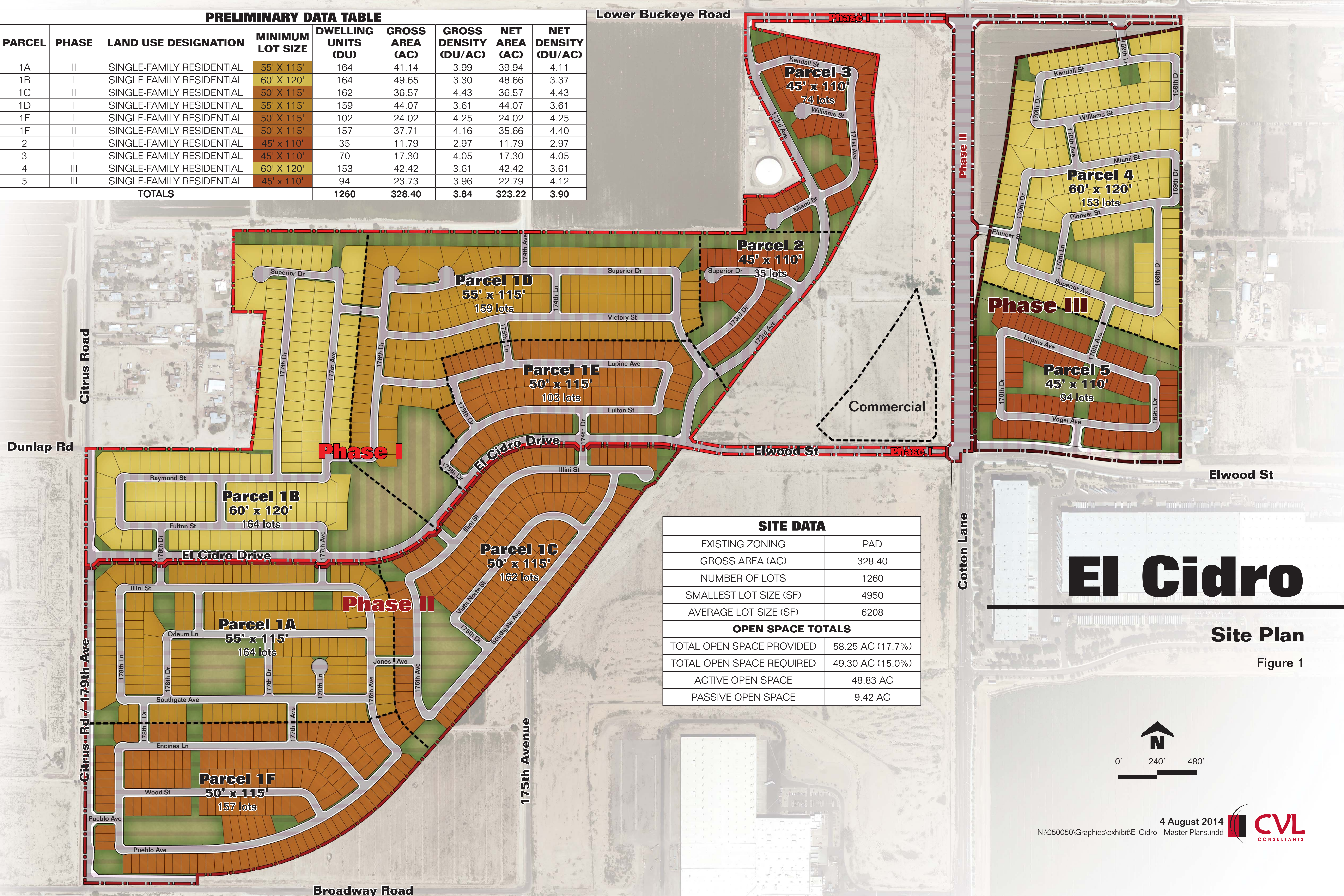


ZONING: C-S





| PRELIMINARY DATA TABLE |       |                           |                  |                     |                 |                       |               |                     |
|------------------------|-------|---------------------------|------------------|---------------------|-----------------|-----------------------|---------------|---------------------|
| PARCEL                 | PHASE | LAND USE DESIGNATION      | MINIMUM LOT SIZE | DWELLING UNITS (DU) | GROSS AREA (AC) | GROSS DENSITY (DU/AC) | NET AREA (AC) | NET DENSITY (DU/AC) |
| 1A                     | II    | SINGLE-FAMILY RESIDENTIAL | 55' X 115'       | 164                 | 41.14           | 3.99                  | 39.94         | 4.11                |
| 1B                     | I     | SINGLE-FAMILY RESIDENTIAL | 60' X 120'       | 164                 | 49.65           | 3.30                  | 48.66         | 3.37                |
| 1C                     | II    | SINGLE-FAMILY RESIDENTIAL | 50' X 115'       | 162                 | 36.57           | 4.43                  | 36.57         | 4.43                |
| 1D                     | I     | SINGLE-FAMILY RESIDENTIAL | 55' X 115'       | 159                 | 44.07           | 3.61                  | 44.07         | 3.61                |
| 1E                     | I     | SINGLE-FAMILY RESIDENTIAL | 50' X 115'       | 102                 | 24.02           | 4.25                  | 24.02         | 4.25                |
| 1F                     | II    | SINGLE-FAMILY RESIDENTIAL | 50' X 115'       | 157                 | 37.71           | 4.16                  | 35.66         | 4.40                |
| 2                      | I     | SINGLE-FAMILY RESIDENTIAL | 45' x 110'       | 35                  | 11.79           | 2.97                  | 11.79         | 2.97                |
| 3                      | I     | SINGLE-FAMILY RESIDENTIAL | 45' X 110'       | 70                  | 17.30           | 4.05                  | 17.30         | 4.05                |
| 4                      | III   | SINGLE-FAMILY RESIDENTIAL | 60' X 120'       | 153                 | 42.42           | 3.61                  | 42.42         | 3.61                |
| 5                      | III   | SINGLE-FAMILY RESIDENTIAL | 45' x 110'       | 94                  | 23.73           | 3.96                  | 22.79         | 4.12                |
| TOTALS                 |       |                           |                  | 1260                | 328.40          | 3.84                  | 323.22        | 3.90                |





| OPEN SPACE TOTALS         |                  |
|---------------------------|------------------|
| TOTAL OPEN SPACE PROVIDED | 58.25 AC (17.7%) |
| TOTAL OPEN SPACE REQUIRED | 49.30 AC (15.0%) |
| ACTIVE OPEN SPACE         | 48.83 AC         |
| PASSIVE OPEN SPACE        | 9.42 AC          |





ITEM #: 15.  
DATE: 06/10/2024  
AI #:1785



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2025 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2025 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

**STAFF PRESENTER(S):** Ryan Bittle, Finance Manager

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### **SUMMARY**

The City Council will hold a public hearing to receive a staff report and public comment on the proposed final budget for fiscal year 2024-2025 (FY2025) as tentatively approved on May 20, 2024, and on the proposed increase in the primary property tax levy. The City Council will also consider a motion to levy proposed property taxes to be assessed on June 24, 2024. No changes from the May 20, 2024, tentative budget are included in the final budget or primary property tax levy. Adoption of the Final Budget will occur in a special meeting immediately following the regular meeting as prescribed by A.R.S. §42-17105(A).

### **STRATEGIC PLAN ALIGNMENT**



Fiscal Resource  
Management

### **RECOMMENDATION**

Conduct a public hearing on Resolution No. 2024-2381, which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2024 and ending June 30, 2025 and on the proposed primary property tax levy increase of \$277,689; and Approve the Truth-in-Taxation increase of \$277,689 for FY2025 by a roll call vote. (Ryan Bittle, Finance Manager)

### **FISCAL IMPACT**

The FY2025 Budget totals \$818,096,600. It is balanced for the General Fund and within resources for Asset Management, Enterprise, Special Revenue, Capital and Debt Service funds. The primary property tax levy is used in the balanced FY2025 General Fund budget.

### **BACKGROUND AND PREVIOUS ACTIONS**



In addition to the city's internal processes, state law requires a number of steps to adopt the annual budget and property tax levy.

**Annual Budget Process:** The FY2025 budget process began in calendar year 2023 and included departments submitting their initial list of new capital projects, preparing base budget estimates, preparing supplemental addition requests and updating existing CIP project costs and timelines as needed. All of these estimates and requests are reviewed by Budget and Research and by the executive team. In an October work session, Council was presented a 3-year Strategic Plan proposal by City Leadership spanning FY2025-FY2027, which was later adopted in November 2023. In the case of capital projects; Engineering Project Management, Information Technology, and Procurement are highly involved in reviews to ensure that all elements of a project are captured within its scope/budget and that we have the organizational resources to deliver the projects proposed. City Council was provided an initial General Fund five-year forecast in January 2024 as part of the City Council Retreat, which included risks and budget priorities. Those discussions, coupled with direction given by City Council as outlined in our Strategic Plan, served as the basis for the recommended budget.

The City Manager presented a sustainable recommended budget on April 8th and April 15th, 2024, which focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, meeting obligations, opening new capital facilities, and continuing the capital improvement program.

On May 20, 2024, City Council approved the only change to our financial policy, which was to increase our portion of construction sales tax treated as ongoing revenue from \$6.5 million to \$7.2 million. This policy calls for annual review and the \$7.2 million was based on the average of the lowest five years in the prior ten of General Fund construction sales tax collections. Any subsequent changes from the City Manager's recommended budget work session were summarized as part of our Tentative budget presented to and adopted by Council on May 20, 2024.

The approved tentative budget was published in the Arizona Republic West Valley Edition on May 25, and June 1, 2024, consistent with requirements of state law. Further, state required budget forms are posted on the website, where they must remain for five years, and are also available at the library and City Clerk's Office.

**Property Tax Levy Process:** In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents. These notices and actions are referred to as Truth-in-Taxation and appeared in the Arizona Republic West Valley Edition (a local newspaper of general circulation) on May 24th and May 31st, 2024, as well as in a press release on May 22nd, 2024.

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). The FY2025 primary property tax at the maximum levy is a planned revenue supporting General Fund ongoing operations and maintenance activities including police and fire protection, parks and recreation, development services and other general government functions.

City Council adopted the Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations. Because the city levies the maximum allowable primary levy, the Truth-in-Taxation notification steps outlined above were required. Of the planned primary property tax levy, \$277,689 is above the Truth In Taxation levy limit of \$14,844,839. The total primary property tax levy will be \$15,140,885.

Final action to set the primary and secondary property taxes for the City of Goodyear is scheduled for June 24th, 2024, during a regular meeting of the City Council.

## **STAFF ANALYSIS**

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). City Council adopted Financial Policies, which call for levying the maximum allowable primary property tax, including this two percent increase, to support the ongoing General Fund operations.

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### **Attachments**

Truth-in-Taxation Notice of Tax Increase

Truth-in-Taxation Press Release

Truth-in-Taxation Analysis

FY2025 State Forms

FY2025 Public Hearing TNT & Final Budget - Presentation

## **TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE**

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, CITY OF GOODYEAR IS NOTIFYING ITS PROPERTY TAXPAYERS OF CITY OF GOODYEAR'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. CITY OF GOODYEAR IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$277,689 OR 2%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE CITY OF GOODYEAR'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$92.57. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$90.76.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD **JUNE 10, 2024, 5:00 P.M. AT 1900 NORTH CIVIC SQUARE, GOODYEAR CITY HALL COUNCIL CHAMBERS, ARIZONA, 85395.**

# Truth In Taxation Hearing, Notice Of Tax Increase

Post Date: 05/22/2024 5:00 PM



In compliance with section 42-17107, Arizona Revised Statutes, the city of Goodyear is notifying its property Taxpayers of the city of Goodyear's intention to raise its primary property taxes over last year's level. City of Goodyear is proposing an increase in primary property taxes of \$277,689 or 2%.

For example, the proposed tax increase will cause city of Goodyear's primary property taxes on a \$100,000 home to be \$92.57. Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$90.76.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 10, 2024, at 5:00 p.m. at:

Goodyear City Hall and Council Chambers  
1900 North Civic Square  
Goodyear, AZ  
85395

The Truth in Taxation Notice will be published on May 24<sup>th</sup> and May 31<sup>st</sup> in the Arizona Republic West Valley Edition.

Enter data in highlighted cells only.

Calculated data in boxes should be used in published notice.

Reference updated language for published notice per Chapter 198 (HB 2286, Laws 2017).

## Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

|                                                                                                                   |                  |
|-------------------------------------------------------------------------------------------------------------------|------------------|
| Actual current primary property tax levy:<br>(line F.1. actual levy from prior year's final levy limit worksheet) | \$ 13,923,866    |
| Net assessed valuation:<br>(line C.4. from current year's worksheet)                                              | \$ 1,635,614,667 |
| Value of new construction:                                                                                        | \$ 101,416,172   |
| Net assessed value minus new construction:<br>(line B.4. from current year's levy limit worksheet)                | \$ 1,534,198,495 |
| MAXIMUM TAX RATE THAT CAN BE IMPOSED<br>WITHOUT A TRUTH IN TAXATION HEARING:                                      | \$ 0.9076        |
| Growth in property tax levy capacity associated<br>with new construction:                                         | \$ 920,453       |
| MAXIMUM PRIMARY PROPERTY TAX LEVY<br>WITHOUT A TRUTH IN TAXATION HEARING:                                         | \$ 14,844,839    |
| Proposed primary property tax levy:                                                                               | \$ 15,140,885    |
| Proposed increase in primary property tax levy,<br>exclusive of new construction                                  | \$ 277,689       |
| Proposed percentage increase in primary<br>property tax levy:                                                     | 2.0%             |
| Proposed primary property tax rate:                                                                               | \$ 0.9257        |
| Proposed increase in primary property tax rate:                                                                   | \$ 0.0181        |
| Proposed primary property tax levy<br>on a home valued at \$100,000                                               | \$ 92.57         |
| Primary property tax levy on a home valued<br>at \$100,000 if the tax rate was not raised:                        | \$ 90.76         |
| Proposed primary property tax levy increase<br>on a home valued at \$100,000:                                     | \$ 1.81          |



**City/Town of Goodyear**  
**Summary Schedule of estimated revenues and expenditures/expenses**  
**Fiscal year 2025**

| Fiscal year | S<br>c<br>h |                                                                                  | Funds        |                      |                   |                       |                   |                  |                        |                 |               |             |
|-------------|-------------|----------------------------------------------------------------------------------|--------------|----------------------|-------------------|-----------------------|-------------------|------------------|------------------------|-----------------|---------------|-------------|
|             |             |                                                                                  | General Fund | Special Revenue Fund | Debt Service Fund | Capital Projects Fund | CFD & Trust Funds | Enterprise Funds | Internal Service Funds | Total all funds |               |             |
| 2024        |             | Adopted/adjusted budgeted expenditures/expenses*                                 | E 1          | 372,162,700          | 42,561,700        | 14,406,000            | 213,739,000       | 58,406,100       | 105,673,500            | 0               | 806,949,000   |             |
| 2024        |             | Actual expenditures/expenses**                                                   | E 2          | 202,988,700          | 32,462,300        | 14,685,300            | 21,834,000        | 39,612,600       | 62,730,100             | 0               | 374,313,000   |             |
| 2025        |             | Beginning fund balance/(deficit) or net position/(deficit) at July 1***          |              | 3                    | 225,124,900       | 7,798,400             | 745,500           | 146,989,700      | 17,579,700             | 51,222,400      | 0             | 449,460,600 |
| 2025        |             | Primary property tax levy                                                        | B 4          | 15,140,885           |                   |                       |                   |                  |                        |                 |               | 15,140,885  |
| 2025        |             | Secondary property tax levy                                                      | B 5          |                      |                   | 13,237,000            |                   |                  |                        |                 |               | 13,237,000  |
| 2025        |             | Estimated revenues other than property taxes                                     | C 6          | 185,003,700          | 15,861,400        | 3,804,900             | 235,758,100       | 29,704,300       | 73,571,300             | 0               | 543,703,700   |             |
| 2025        |             | Other financing sources                                                          | D 7          | 0                    | 0                 | 0                     | 0                 | 0                | 0                      | 0               | 0             | 0           |
| 2025        |             | Other financing (uses)                                                           | D 8          | 0                    | 0                 | 0                     | 0                 | 0                | 0                      | 0               | 0             | 0           |
| 2025        |             | Interfund transfers in                                                           | D 9          | 24,634,000           | 28,394,100        | 0                     | 8,609,600         | 3,764,600        | 0                      | 0               | 65,402,300    |             |
| 2025        |             | Interfund Transfers (out)                                                        | D 10         | 56,610,100           | 0                 | 0                     | 8,609,600         | 182,600          | 0                      | 0               | 65,402,300    |             |
| 2025        |             | Line 11: Reduction for fund balance reserved for future budget year expenditures | 11           |                      |                   |                       |                   |                  |                        |                 |               |             |
|             |             | Maintained for future debt retirement                                            |              |                      |                   |                       |                   |                  |                        |                 | 0             |             |
|             |             | Maintained for future capital projects                                           |              |                      |                   |                       |                   |                  |                        |                 | 0             |             |
|             |             | Maintained for future financial stability                                        |              |                      |                   |                       |                   |                  |                        |                 | 0             |             |
| 2025        |             | Total financial resources available                                              | 12           | 393,293,385          | 52,053,900        | 17,787,400            | 382,747,800       | 50,866,000       | 124,793,700            | 0               | 1,021,542,185 |             |
| 2025        |             | Budgeted expenditures/expenses                                                   | E 13         | 401,946,900          | 51,346,600        | 17,031,800            | 193,399,400       | 50,866,000       | 103,505,900            | 0               | 818,096,600   |             |

**Expenditure limitation comparison**

|   |                                                               |
|---|---------------------------------------------------------------|
| 1 | Budgeted expenditures/expenses                                |
| 2 | Add/subtract: estimated net reconciling items                 |
| 3 | Budgeted expenditures/expenses adjusted for reconciling items |
| 4 | Less: estimated exclusions                                    |
| 5 | Amount subject to the expenditure limitation                  |
| 6 | EEC expenditure limitation                                    |

|   | 2024           | 2025           |
|---|----------------|----------------|
| 1 | \$ 806,949,000 | \$ 818,096,600 |
| 2 |                |                |
| 3 | 806,949,000    | 818,096,600    |
| 4 | 199,455,116    | 218,412,200    |
| 5 | \$ 607,493,884 | \$ 599,684,400 |
| 6 | \$ 622,516,993 | \$ 675,302,201 |

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

\* Includes expenditure/expense adjustments approved in the current year from Schedule E.

\*\* Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

\*\*\* Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

**City/Town of Goodyear**  
**Tax levy and tax rate information**  
**Fiscal year 2025**

|                                                                                                                                                                                                                                                                                                                     | <u>2024</u>   | <u>2025</u>   |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 1. Maximum allowable primary property tax levy.<br>A.R.S. §42-17051(A)                                                                                                                                                                                                                                              | \$ 13,923,866 | \$ 15,140,885 |
| 2. Amount received from primary property taxation in<br>the <b>current year</b> in excess of the sum of that year's<br>maximum allowable primary property tax levy.<br>A.R.S. §42-17102(A)(18)                                                                                                                      | \$            |               |
| 3. Property tax levy amounts                                                                                                                                                                                                                                                                                        |               |               |
| A. Primary property taxes                                                                                                                                                                                                                                                                                           | \$ 13,923,866 | \$ 15,140,885 |
| Property tax judgment                                                                                                                                                                                                                                                                                               |               |               |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                         | 11,196,100    | 13,237,000    |
| Property tax judgment                                                                                                                                                                                                                                                                                               |               |               |
| C. Total property tax levy amounts                                                                                                                                                                                                                                                                                  | \$ 25,119,966 | \$ 28,377,885 |
| 4. Property taxes collected*                                                                                                                                                                                                                                                                                        |               |               |
| A. Primary property taxes                                                                                                                                                                                                                                                                                           |               |               |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                      | \$            |               |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                             | \$            |               |
| (3) Total primary property taxes                                                                                                                                                                                                                                                                                    | \$            |               |
| B. Secondary property taxes                                                                                                                                                                                                                                                                                         |               |               |
| (1) <b>Current</b> year's levy                                                                                                                                                                                                                                                                                      | \$ 11,196,100 |               |
| (2) Prior years' levies                                                                                                                                                                                                                                                                                             | \$            |               |
| (3) Total secondary property taxes                                                                                                                                                                                                                                                                                  | \$ 11,196,100 |               |
| C. Total property taxes collected                                                                                                                                                                                                                                                                                   | \$ 11,196,100 |               |
| 5. Property tax rates                                                                                                                                                                                                                                                                                               |               |               |
| A. City/Town tax rate                                                                                                                                                                                                                                                                                               |               |               |
| (1) Primary property tax rate                                                                                                                                                                                                                                                                                       | 0.9617        | 0.9257        |
| Property tax judgment                                                                                                                                                                                                                                                                                               |               |               |
| (2) Secondary property tax rate                                                                                                                                                                                                                                                                                     | 0.7733        | 0.8093        |
| Property tax judgment                                                                                                                                                                                                                                                                                               |               |               |
| (3) Total city/town tax rate                                                                                                                                                                                                                                                                                        | 1.7350        | 1.7350        |
| B. Special assessment district tax rates                                                                                                                                                                                                                                                                            |               |               |
| Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>10</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town. |               |               |

\* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Revenues other than property taxes**  
**Fiscal Year 2025**

| Source of revenues                          | Estimated<br>revenues<br>2024 | Actual<br>revenues*<br>2024 | Estimated<br>revenues<br>2025 |
|---------------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| <b>General Fund</b>                         |                               |                             |                               |
| <b>Local taxes</b>                          |                               |                             |                               |
| Sales                                       | \$ 88,737,900                 | \$ 93,215,300               | \$ 107,114,800                |
| Construction                                | 16,782,600                    | 26,644,800                  | 7,200,000                     |
| Franchise                                   | 4,278,300                     | 5,188,000                   | 5,390,400                     |
| <b>Licenses and permits</b>                 |                               |                             |                               |
| License and Registration                    | \$ 398,800                    | \$ 339,100                  | \$ 379,400                    |
| <b>Intergovernmental</b>                    |                               |                             |                               |
| Urban Revenue Sharing (Income Tax)          | \$ 27,281,300                 | \$ 27,281,300               | \$ 22,195,300                 |
| Auto Lieu (VLT)                             | 5,211,800                     | 4,813,100                   | 4,837,700                     |
| State Shared Sales Tax                      | 15,314,700                    | 15,968,400                  | 16,366,700                    |
| <b>Charges for services</b>                 |                               |                             |                               |
| General Government-Reimbursements           | \$ 11,850,300                 | \$ 992,200                  | \$ 116,200                    |
| Arizona Tourism Reimbursement               | 2,431,400                     | 3,041,900                   | 2,997,000                     |
| Rentals                                     | 592,300                       | 496,100                     | 511,000                       |
| Parks, Recreation and Aquatics              | 1,836,700                     | 1,788,200                   | 1,883,500                     |
| Development Related                         | 9,405,500                     | 18,500,000                  | 10,357,200                    |
| <b>Fines and forfeits</b>                   |                               |                             |                               |
| Fines                                       | \$ 1,068,200                  | \$ 896,200                  | \$ 923,100                    |
| <b>Interest on investments</b>              |                               |                             |                               |
| Investment Income                           | \$ 1,389,600                  | \$ 10,022,100               | \$ 3,752,000                  |
| <b>Miscellaneous</b>                        |                               |                             |                               |
| Miscellaneous Revenue                       | \$ 73,000                     | \$ 1,036,100                | \$ 1,375,800                  |
| Other                                       |                               |                             | (1,400,000)                   |
| Risk Reserve                                | 689,000                       | 1,168,100                   | 1,003,600                     |
| <b>Total General Fund</b>                   | <b>\$ 187,341,400</b>         | <b>\$ 211,390,900</b>       | <b>\$ 185,003,700</b>         |
| <b>Special revenue funds</b>                |                               |                             |                               |
| Ballpark Operating                          | \$ 3,539,000                  | \$ 3,512,500                | \$ 3,712,500                  |
| Ballpark Capital Replacement Fund           | 115,000                       | 115,000                     | 115,000                       |
| Highway User Revenue Fund (HURF)            | 7,898,900                     | 7,521,100                   | 7,407,400                     |
| Impound Fund                                | 100,000                       | 100,000                     | 100,000                       |
| Arizona Lottery Funds (ALF)                 | 325,800                       | 250,000                     | 250,000                       |
| Park and Ride Marquee Fund                  | 114,800                       | 114,800                     | 114,800                       |
| AZ Smart & Safe Fund                        | 560,000                       | 560,000                     | 560,000                       |
| Court Enhancement Fund                      | 80,000                        | 80,000                      | 80,000                        |
| Judicial Collection Enhancement Fund (JCEF) | 13,500                        | 13,500                      | 13,500                        |
| Fill the Gap                                | 6,000                         | 6,000                       | 6,000                         |
| Officer Safety Equipment                    | 20,000                        | 20,000                      | 20,000                        |
| CBDG Entitlement                            | 801,900                       | 349,900                     | 825,800                       |

**City/Town of Goodyear**  
**Revenues other than property taxes**  
**Fiscal Year 2025**

| Source of revenues                    | Estimated<br>revenues<br>2024 | Actual<br>revenues*<br>2024 | Estimated<br>revenues<br>2025 |
|---------------------------------------|-------------------------------|-----------------------------|-------------------------------|
| Prop 302                              |                               | 300,000                     | 300,000                       |
| Ambulance                             | 281,700                       | 700,000                     | 721,000                       |
| Miscellaneous Grants                  | 1,566,200                     | 477,800                     | 1,558,500                     |
| Opioid Settlement Fund                | 76,900                        | 76,900                      | 76,900                        |
| <b>Total special revenue funds</b>    | <b>\$ 15,499,700</b>          | <b>\$ 14,197,500</b>        | <b>\$ 15,861,400</b>          |
| <b>Debt service funds</b>             |                               |                             |                               |
| McDowell Improvement District         | \$ 3,937,800                  | \$ 3,817,100                | \$ 3,804,900                  |
| <b>Total debt service funds</b>       | <b>\$ 3,937,800</b>           | <b>\$ 3,817,100</b>         | <b>\$ 3,804,900</b>           |
| <b>Capital projects funds</b>         |                               |                             |                               |
| Budget Authority                      | \$ 15,000,000                 | \$                          | \$ 15,000,000                 |
| G.O. Bonds                            | 40,000,000                    |                             | 104,716,500                   |
| Enterprise Capital - Wastewater Bonds | 31,000,000                    |                             | 23,772,000                    |
|                                       | <b>\$ 86,000,000</b>          | <b>\$</b>                   | <b>\$ 143,488,500</b>         |
| Enterprise Capital - Water Bonds      | \$                            | \$                          | \$ 31,194,300                 |
| Non-Utility Impact Fees               | 21,704,700                    | 28,896,500                  | 18,415,300                    |
| Utility Impact Fees                   | 37,501,900                    | 11,999,200                  | 42,660,000                    |
|                                       | <b>\$ 59,206,600</b>          | <b>\$ 40,895,700</b>        | <b>\$ 92,269,600</b>          |
| <b>Total capital projects funds</b>   | <b>\$ 145,206,600</b>         | <b>\$ 40,895,700</b>        | <b>\$ 235,758,100</b>         |
| <b>Enterprise funds</b>               |                               |                             |                               |
| Water                                 | \$ 39,493,000                 | \$ 46,583,700               | \$ 39,259,100                 |
| Wastewater                            | 23,070,500                    | 26,179,400                  | 24,445,000                    |
| Solid Waste                           | 7,972,300                     | 9,109,700                   | 9,867,200                     |
|                                       | <b>\$ 70,535,800</b>          | <b>\$ 81,872,800</b>        | <b>\$ 73,571,300</b>          |
| <b>Total enterprise funds</b>         | <b>\$ 70,535,800</b>          | <b>\$ 81,872,800</b>        | <b>\$ 73,571,300</b>          |
| <b>CFD &amp; Trust Funds</b>          |                               |                             |                               |
| Community Facilities Districts        | \$ 28,357,000                 | \$ 23,390,100               | \$ 12,524,600                 |
| Trust Funds                           | 14,184,100                    | 15,414,300                  | 17,179,700                    |
| <b>Total CFD &amp; Trust funds</b>    | <b>\$ 42,541,100</b>          | <b>\$ 38,804,400</b>        | <b>\$ 29,704,300</b>          |
| <b>Total all funds</b>                | <b>\$ 465,062,400</b>         | <b>\$ 390,978,400</b>       | <b>\$ 543,703,700</b>         |

\* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Other financing sources/(uses) and interfund transfers**  
**Fiscal year 2025**

| <b>Fund</b>                                       | <b>Other financing<br/>2025</b> |               | <b>Interfund transfers<br/>2025</b> |               |
|---------------------------------------------------|---------------------------------|---------------|-------------------------------------|---------------|
|                                                   | <b>Sources</b>                  | <b>(Uses)</b> | <b>In</b>                           | <b>(Out)</b>  |
| <b>General Fund</b>                               |                                 |               |                                     |               |
| General Fund                                      | \$                              | \$            | \$ 9,378,300                        | \$ 56,610,100 |
| Risk Reserve                                      |                                 |               | 2,705,700                           |               |
| Asset Management Reserve                          |                                 |               | 12,550,000                          |               |
| <b>Total General Fund</b>                         | \$                              | \$            | \$ 24,634,000                       | \$ 56,610,100 |
| <b>Special revenue funds</b>                      |                                 |               |                                     |               |
| Ballpark Operating                                | \$                              | \$            | \$ 16,462,000                       | \$            |
| Highway User Revenue (HURF)                       |                                 |               | 5,894,700                           |               |
| AZ Smart & Safe                                   |                                 |               | 560,000                             |               |
| Ambulance                                         |                                 |               | 5,477,400                           |               |
| <b>Total special revenue funds</b>                | \$                              | \$            | \$ 28,394,100                       | \$            |
| <b>Debt service funds</b>                         |                                 |               |                                     |               |
|                                                   | \$                              | \$            | \$                                  | \$            |
| <b>Total debt service funds</b>                   | \$                              | \$            | \$                                  | \$            |
| <b>Capital projects funds</b>                     |                                 |               |                                     |               |
| Non-Utility Impact Fees                           | \$                              | \$            | \$ 4,878,100                        | \$            |
| Construction Sales Tax                            |                                 |               |                                     | 3,731,500     |
| Utility Impact Fees                               |                                 |               | 3,731,500                           | 4,878,100     |
| <b>Total capital projects funds</b>               | \$                              | \$            | \$ 8,609,600                        | \$ 8,609,600  |
| <b>Permanent funds</b>                            |                                 |               |                                     |               |
|                                                   | \$                              | \$            | \$                                  | \$            |
| <b>Total permanent funds</b>                      | \$                              | \$            | \$                                  | \$            |
| <b>Enterprise funds</b>                           |                                 |               |                                     |               |
|                                                   | \$                              | \$            | \$                                  | \$            |
| <b>Total enterprise funds</b>                     | \$                              | \$            | \$                                  | \$            |
| <b>Community Facilities Districts funds</b>       |                                 |               |                                     |               |
| Community Facilities Districts Funds              | \$                              | \$            | \$ 3,764,600                        | \$ 182,600    |
| <b>Total Community Facilities Districts funds</b> | \$                              | \$            | \$ 3,764,600                        | \$ 182,600    |
| <b>Total all funds</b>                            | \$                              | \$            | \$ 65,402,300                       | \$ 65,402,300 |



**City/Town of Goodyear**  
**Expenditures/expenses by fund**  
**Fiscal year 2025**

|                                             | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|---------------------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
| <b>Fund/Department</b>                      | <b>2024</b>                                      | <b>2024</b>                                        | <b>2024</b>                          | <b>2025</b>                           |
| <b>General Fund</b>                         |                                                  |                                                    |                                      |                                       |
| Mayor and Council                           | \$ 491,600                                       | \$                                                 | \$ 470,600                           | \$ 495,400                            |
| City Manager                                | 6,185,700                                        | 84,700                                             | 3,902,600                            | 6,327,800                             |
| Legal Services                              | 3,021,700                                        |                                                    | 2,848,000                            | 3,217,600                             |
| Municipal Court                             | 2,418,600                                        |                                                    | 1,936,000                            | 2,977,500                             |
| City Clerk                                  | 1,317,200                                        | (13,000)                                           | 1,136,900                            | 1,292,700                             |
| Finance                                     | 33,249,700                                       | (75,700)                                           | 17,908,500                           | 21,191,800                            |
| Human Services                              | 3,938,000                                        |                                                    | 3,813,100                            | 4,287,800                             |
| Information Technology                      | 11,009,800                                       | 144,400                                            | 10,055,400                           | 12,233,000                            |
| Digital Communications                      | 1,834,700                                        |                                                    | 1,751,500                            | 1,893,100                             |
| Fire                                        | 39,912,600                                       | (436,200)                                          | 33,296,200                           | 41,028,500                            |
| Police                                      | 47,171,700                                       | 1,602,900                                          | 43,772,300                           | 50,201,400                            |
| Development Services                        | 16,467,100                                       | (111,400)                                          | 14,021,000                           | 12,619,100                            |
| Economic Development                        | 4,410,100                                        | 380,200                                            | 4,367,100                            | 4,034,500                             |
| Engineering                                 | 68,932,200                                       | (1,232,800)                                        | 11,801,600                           | 53,457,700                            |
| Parks & Recreation                          | 26,669,800                                       | (271,800)                                          | 20,597,400                           | 37,988,000                            |
| Public Works                                | 15,969,400                                       | (1,336,000)                                        | 6,862,200                            | 20,161,500                            |
| Water Services                              | 5,069,400                                        | 1,781,500                                          | 6,695,100                            | 2,616,700                             |
| Debt Service                                |                                                  | 3,000                                              | 3,000                                |                                       |
| Non-Departmental                            | 3,500,000                                        |                                                    | 3,500,000                            | 3,500,000                             |
| Contingency                                 | 600,000                                          | (191,800)                                          | 600,000                              | 619,500                               |
| Reserves                                    | 47,159,100                                       | (8,514,500)                                        |                                      | 79,477,200                            |
| Fire Asset Management                       | 1,431,000                                        | (51,700)                                           | 140,900                              | 2,488,700                             |
| Fleet Asset Management                      | 17,209,400                                       | 390,300                                            | 5,156,500                            | 16,229,800                            |
| Parks Asset Management                      | 7,021,200                                        | (326,700)                                          | 1,826,400                            | 6,926,300                             |
| Risk Reserve                                | 3,235,800                                        | 708,800                                            | 3,235,800                            | 3,805,800                             |
| Traffic Signals Asset Management            | 2,662,000                                        | (213,900)                                          | 593,200                              | 3,201,300                             |
| Technology Asset Management                 | 4,082,300                                        |                                                    | 1,988,600                            | 3,360,400                             |
| Facilities Asset Management                 | 5,094,300                                        | (222,000)                                          | 708,800                              | 6,313,800                             |
| <b>Total General Fund</b>                   | <b>\$ 380,064,400</b>                            | <b>\$ (7,901,700)</b>                              | <b>\$ 202,988,700</b>                | <b>\$ 401,946,900</b>                 |
| <b>Special revenue funds</b>                |                                                  |                                                    |                                      |                                       |
| Highway User Revenue Fund (HURF)            | \$ 10,573,800                                    | \$ (7,700)                                         | \$ 9,895,600                         | \$ 13,413,800                         |
| Arizona Lottery Funds                       | 918,800                                          |                                                    | 364,900                              | 719,200                               |
| Park and Ride Marquee                       | 1,429,900                                        | 373,000                                            | 791,200                              | 979,800                               |
| Court Enhancement Fund                      | 404,500                                          |                                                    | 53,300                               | 447,500                               |
| Fill the Gap                                | 81,100                                           |                                                    |                                      | 91,100                                |
| Judicial Collection Enhancement Fund (JCEF) | 162,400                                          |                                                    |                                      | 176,600                               |
| Impound Fund                                | 380,700                                          |                                                    | 96,500                               | 392,400                               |
| Opioid Settlement                           | 76,900                                           | 400                                                | 76,900                               | 246,200                               |
| Officer Safety Equipment                    | 93,500                                           |                                                    | 65,000                               | 46,300                                |
| Ambulance                                   | 1,483,000                                        | (23,600)                                           | 1,443,600                            | 6,198,400                             |
| Ballpark Operating                          | 18,688,500                                       | (800)                                              | 18,187,400                           | 20,400,200                            |
| Ballpark Capital Replacement Fund           | 4,335,800                                        | (290,000)                                          | 1,124,600                            | 4,757,100                             |
| Prop 302 Funds (Tourism)                    | 464,100                                          |                                                    | 281,100                              | 300,000                               |
| American Rescue Plan                        |                                                  |                                                    |                                      |                                       |
| CBDG Entitlement                            | 801,900                                          | (24,000)                                           | 349,900                              | 825,800                               |
| Miscellaneous Grants                        | 2,127,900                                        | 511,600                                            | (267,700)                            | 2,352,000                             |
| <b>Total special revenue funds</b>          | <b>\$ 42,022,800</b>                             | <b>\$ 538,900</b>                                  | <b>\$ 32,462,300</b>                 | <b>\$ 51,346,600</b>                  |
| <b>Debt service funds</b>                   |                                                  |                                                    |                                      |                                       |
| Secondary Property Tax                      | \$ 10,467,200                                    | \$                                                 | \$ 10,867,200                        | \$ 13,225,900                         |
| McDowell Improvement District               | 3,938,800                                        |                                                    | 3,818,100                            | 3,805,900                             |
| <b>Total debt service funds</b>             | <b>\$ 14,406,000</b>                             | <b>\$</b>                                          | <b>\$ 14,685,300</b>                 | <b>\$ 17,031,800</b>                  |

**City/Town of Goodyear**  
**Expenditures/expenses by fund**  
**Fiscal year 2025**

| Fund/Department                           | Adopted<br>budgeted<br>expenditures/<br>expenses | Expenditure/<br>expense<br>adjustments<br>approved | Actual<br>expenditures/<br>expenses* | Budgeted<br>expenditures/<br>expenses |
|-------------------------------------------|--------------------------------------------------|----------------------------------------------------|--------------------------------------|---------------------------------------|
|                                           | 2024                                             | 2024                                               | 2024                                 | 2025                                  |
| <b>Capital projects funds</b>             |                                                  |                                                    |                                      |                                       |
| General Obligations Bonds                 | \$ 60,291,100                                    | \$ (4,752,300)                                     | \$ 3,944,700                         | \$ 35,911,100                         |
| Budget Authority                          | 15,000,000                                       | (84,600)                                           |                                      | 15,000,000                            |
| Water & Wastewater Bonds                  | 30,527,900                                       | (281,600)                                          | 1,156,200                            | 53,062,800                            |
| Non-Utility Impact Fees                   | 51,720,400                                       | (6,604,500)                                        | 14,576,100                           | 42,878,200                            |
| Construction Sales Tax - Impact Fee       | 10,689,000                                       |                                                    | 2,180,000                            | 2,207,100                             |
| Utility Impact Fees                       | 41,682,000                                       | 15,551,600                                         | (23,000)                             | 44,340,200                            |
| <b>Total capital projects funds</b>       | <b>\$ 209,910,400</b>                            | <b>\$ 3,828,600</b>                                | <b>\$ 21,834,000</b>                 | <b>\$ 193,399,400</b>                 |
| <b>Community facility districts funds</b> |                                                  |                                                    |                                      |                                       |
| Community Facility Districts (CFD)        | \$ 35,434,700                                    | \$                                                 | \$ 22,622,600                        | \$ 26,466,000                         |
| <b>Total CFD funds</b>                    | <b>\$ 35,434,700</b>                             | <b>\$</b>                                          | <b>\$ 22,622,600</b>                 | <b>\$ 26,466,000</b>                  |
| <b>Enterprise funds</b>                   |                                                  |                                                    |                                      |                                       |
| Water                                     | \$ 52,544,200                                    | \$ (3,963,000)                                     | \$ 36,708,800                        | \$ 51,386,500                         |
| Wastewater                                | 39,823,300                                       | 7,440,200                                          | 17,458,500                           | 41,244,700                            |
| Solid Waste                               | 9,777,800                                        | 51,000                                             | 8,562,800                            | 10,874,700                            |
| <b>Total enterprise funds</b>             | <b>\$ 102,145,300</b>                            | <b>\$ 3,528,200</b>                                | <b>\$ 62,730,100</b>                 | <b>\$ 103,505,900</b>                 |
| <b>Trust Funds</b>                        |                                                  |                                                    |                                      |                                       |
| Self Insurance Trust Fund                 | \$ 22,672,000                                    | \$                                                 | \$ 16,715,300                        | \$ 23,904,100                         |
| Volunteer Firefighter Trust Fund          | 242,200                                          |                                                    | 242,200                              | 433,600                               |
| Other Trust Funds                         | 51,200                                           | 6,000                                              | 32,500                               | 62,300                                |
| <b>Total trust funds</b>                  | <b>\$ 22,965,400</b>                             | <b>\$ 6,000</b>                                    | <b>\$ 16,990,000</b>                 | <b>\$ 24,400,000</b>                  |
| <b>Total all funds</b>                    | <b>\$ 806,949,000</b>                            | <b>\$</b>                                          | <b>\$ 374,313,000</b>                | <b>\$ 818,096,600</b>                 |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2025**

| Department/Fund                     | Adopted<br>budgeted<br>expenditures/<br>expenses<br>2024 | Expenditure/<br>expense<br>adjustments<br>approved<br>2024 | Actual<br>expenditures/<br>expenses*<br>2024 | Budgeted<br>expenditures/<br>expenses<br>2025 |
|-------------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| <b>Mayor and Council:</b>           |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 491,600                                               | \$                                                         | \$ 470,600                                   | \$ 495,400                                    |
| <b>Mayor and Council Total</b>      | <b>\$ 491,600</b>                                        | <b>\$</b>                                                  | <b>\$ 470,600</b>                            | <b>\$ 495,400</b>                             |
| <b>City Manager:</b>                |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 6,185,700                                             | \$ 84,700                                                  | \$ 3,902,600                                 | \$ 6,327,800                                  |
| CBDG Entitlement                    | 801,900                                                  | (342,200)                                                  | 349,900                                      | 507,600                                       |
| Grant                               |                                                          | 2,000                                                      |                                              |                                               |
| <b>City Manager Total</b>           | <b>\$ 6,987,600</b>                                      | <b>\$ (255,500)</b>                                        | <b>\$ 4,252,500</b>                          | <b>\$ 6,835,400</b>                           |
| <b>Legal Services:</b>              |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 3,021,700                                             | \$                                                         | \$ 2,848,000                                 | \$ 3,217,600                                  |
| <b>Legal Services Total</b>         | <b>\$ 3,021,700</b>                                      | <b>\$</b>                                                  | <b>\$ 2,848,000</b>                          | <b>\$ 3,217,600</b>                           |
| <b>Municipal Court:</b>             |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 2,418,600                                             | \$                                                         | \$ 1,936,000                                 | \$ 2,977,500                                  |
| Court Enhancement Fund              | 54,600                                                   |                                                            | 53,300                                       | 56,500                                        |
| Fill the Gap Fund                   |                                                          |                                                            |                                              |                                               |
| <b>Municipal Court Total</b>        | <b>\$ 2,473,200</b>                                      | <b>\$</b>                                                  | <b>\$ 1,989,300</b>                          | <b>\$ 3,034,000</b>                           |
| <b>City Clerk:</b>                  |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 1,317,200                                             | \$ (13,000)                                                | \$ 1,136,900                                 | \$ 1,292,700                                  |
| <b>City Clerk Total</b>             | <b>\$ 1,317,200</b>                                      | <b>\$ (13,000)</b>                                         | <b>\$ 1,136,900</b>                          | <b>\$ 1,292,700</b>                           |
| <b>Finance:</b>                     |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 33,249,700                                            | \$ (75,700)                                                | \$ 17,908,500                                | \$ 21,191,800                                 |
| Community Facilities District (CFD) | 23,781,600                                               |                                                            | 12,479,900                                   | 10,784,900                                    |
| Non-Utility Impact Fees             | 107,400                                                  |                                                            | 107,400                                      |                                               |
| Utility Impact Fees                 | 265,600                                                  |                                                            | 265,600                                      |                                               |
| GO Bonds                            | 40,000,000                                               |                                                            |                                              |                                               |
| Other                               | 6,876,900                                                |                                                            | 76,900                                       | 132,000                                       |
| <b>Finance Total</b>                | <b>\$ 104,281,200</b>                                    | <b>\$ (75,700)</b>                                         | <b>\$ 30,838,300</b>                         | <b>\$ 32,108,700</b>                          |
| <b>Human Resources:</b>             |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 3,938,000                                             | \$                                                         | \$ 3,813,100                                 | \$ 4,287,800                                  |
| Risk Reserve                        | 3,235,800                                                | 708,800                                                    | 3,235,800                                    | 3,805,800                                     |
| Self Insurance Trust Fund           | 22,672,000                                               |                                                            | 16,715,300                                   | 23,904,100                                    |
| Enterprise Fund - Water             | 43,200                                                   |                                                            | 43,200                                       | 43,200                                        |
| Enterprise Fund - Wastewater        | 96,600                                                   |                                                            | 96,600                                       | 96,600                                        |
| Enterprise Fund - Solid Waste       | 10,000                                                   |                                                            | 10,000                                       | 10,000                                        |
| Fill a Need Fund                    | 13,000                                                   |                                                            | 13,000                                       | 24,800                                        |
| <b>Human Resources Total</b>        | <b>\$ 30,008,600</b>                                     | <b>\$ 708,800</b>                                          | <b>\$ 23,927,000</b>                         | <b>\$ 32,172,300</b>                          |
| <b>Information Technology:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 11,009,800                                            | \$ 144,400                                                 | \$ 10,055,400                                | \$ 12,233,000                                 |
| Technology Asset Management         | 2,180,900                                                |                                                            | 1,988,600                                    | 1,286,400                                     |
| Enterprise                          | 344,300                                                  |                                                            | 341,400                                      | 525,400                                       |
| Special Revenue                     | 70,000                                                   |                                                            | 70,000                                       |                                               |
| <b>Information Technology Total</b> | <b>\$ 13,605,000</b>                                     | <b>\$ 144,400</b>                                          | <b>\$ 12,455,400</b>                         | <b>\$ 14,044,800</b>                          |
| <b>Digital Communications:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                        | \$ 1,834,700                                             | \$                                                         | \$ 1,751,500                                 | \$ 1,893,100                                  |
| <b>Digital Communications Total</b> | <b>\$ 1,834,700</b>                                      | <b>\$</b>                                                  | <b>\$ 1,751,500</b>                          | <b>\$ 1,893,100</b>                           |

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2025**

| Department/Fund                   | Adopted<br>budgeted<br>expenditures/<br>expenses<br>2024 | Expenditure/<br>expense<br>adjustments<br>approved<br>2024 | Actual<br>expenditures/<br>expenses*<br>2024 | Budgeted<br>expenditures/<br>expenses<br>2025 |
|-----------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| <b>Fire:</b>                      |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 39,912,600                                            | \$ (436,200)                                               | \$ 33,296,200                                | \$ 41,028,500                                 |
| Fire Asset Management             | 238,200                                                  | (51,700)                                                   | 140,900                                      | 601,900                                       |
| Volunteer Firefighter Trust Fund  | 242,200                                                  |                                                            | 242,200                                      | 433,600                                       |
| Non-Utility Impact Fees           | 12,816,000                                               | (3,410,900)                                                | 9,243,100                                    | 307,000                                       |
| GO Bonds                          | 8,121,500                                                | (357,000)                                                  | 3,665,400                                    | 6,043,900                                     |
| Opioid Settlement                 |                                                          | 400                                                        |                                              |                                               |
| Grants                            |                                                          | 203,900                                                    | (87,700)                                     | 248,400                                       |
| Ambulance                         | 1,483,000                                                | (23,600)                                                   | 1,443,600                                    | 6,198,400                                     |
| <b>Fire Total</b>                 | <b>\$ 62,813,500</b>                                     | <b>\$ (4,075,100)</b>                                      | <b>\$ 47,943,700</b>                         | <b>\$ 54,861,700</b>                          |
| <b>Police:</b>                    |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 47,171,700                                            | \$ 1,602,900                                               | \$ 43,772,300                                | \$ 50,201,400                                 |
| Impound Fund                      | 102,400                                                  |                                                            | 96,500                                       | 28,800                                        |
| Officer Safety Equipment Fund     | 65,000                                                   |                                                            | 65,000                                       | 46,300                                        |
| Grants                            | 496,200                                                  | 519,800                                                    | (390,100)                                    | 829,100                                       |
| GO Bonds                          | 1,586,300                                                | (1,307,000)                                                | 279,300                                      | 63,600                                        |
| Non-Utility Impact Fees           | 9,533,800                                                | (3,650,900)                                                | 3,322,300                                    | 2,520,700                                     |
| CFD Trust                         | 38,200                                                   | \$ 6,000                                                   | 19,500                                       | 37,500                                        |
| <b>Police Total</b>               | <b>\$ 58,993,600</b>                                     | <b>\$ (2,829,200)</b>                                      | <b>\$ 47,164,800</b>                         | <b>\$ 53,727,400</b>                          |
| <b>Development Services:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 16,467,100                                            | \$ (111,400)                                               | \$ 14,021,000                                | \$ 12,619,100                                 |
| Utility Impact Fees               | 706,600                                                  |                                                            | 1,262,300                                    |                                               |
| Non-Utility Impact Fees           | 92,100                                                   |                                                            | 137,500                                      |                                               |
| <b>Development Services Total</b> | <b>\$ 17,265,800</b>                                     | <b>\$ (111,400)</b>                                        | <b>\$ 15,420,800</b>                         | <b>\$ 12,619,100</b>                          |
| <b>Economic Development:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 4,410,100                                             | \$ 380,200                                                 | \$ 4,367,100                                 | \$ 4,034,500                                  |
| American Rescue Plan              |                                                          |                                                            |                                              |                                               |
| <b>Economic Development Total</b> | <b>\$ 4,410,100</b>                                      | <b>\$ 380,200</b>                                          | <b>\$ 4,367,100</b>                          | <b>\$ 4,034,500</b>                           |
| <b>Engineering:</b>               |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 68,932,200                                            | \$ (1,232,800)                                             | \$ 11,801,600                                | \$ 53,457,700                                 |
| Traffic Signals Asset Management  | 1,244,500                                                | (213,900)                                                  | 593,200                                      | 1,425,000                                     |
| Highway User Revenue Fund (HURF)  | 3,694,700                                                | (54,500)                                                   | 3,182,000                                    | 6,498,700                                     |
| Grants                            | 1,561,700                                                | (290,100)                                                  | 140,100                                      | 921,600                                       |
| Arizona Lottery Fund (ALF)        | 364,900                                                  |                                                            | 364,900                                      | 52,900                                        |
| Park and Ride Marquee             | 750,700                                                  | 373,000                                                    | 791,200                                      | 979,800                                       |
| GO Bonds                          | 10,583,300                                               | (3,088,300)                                                |                                              | 27,518,600                                    |
| Other Capital                     | 180,000                                                  |                                                            | 180,000                                      | 152,000                                       |
| Non-Utility Impact Fees           | 29,171,100                                               | 457,300                                                    | 1,765,800                                    | 40,025,100                                    |
| <b>Engineering Total</b>          | <b>\$ 116,483,100</b>                                    | <b>\$ (4,049,300)</b>                                      | <b>\$ 18,818,800</b>                         | <b>\$ 131,031,400</b>                         |
| <b>Parks and Recreation:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                      | \$ 26,669,800                                            | \$ (271,800)                                               | \$ 20,597,400                                | \$ 37,988,000                                 |
| Parks Asset Management            | 3,730,000                                                | (956,200)                                                  | 1,826,400                                    | 2,205,200                                     |
| Ballpark Operating Fund           | 8,691,700                                                | (800)                                                      | 8,190,600                                    | 10,398,400                                    |
| Ballpark Capital Replacement Fund | 4,335,800                                                | (290,000)                                                  | 1,124,600                                    | 3,341,200                                     |
| Grants                            |                                                          | 2,000                                                      |                                              |                                               |
| Prop 302                          | 300,000                                                  |                                                            | 281,100                                      | 300,000                                       |
| Non-Utility Impact Fees           |                                                          |                                                            |                                              | 25,400                                        |
| Other                             |                                                          | 318,200                                                    |                                              | 2,603,200                                     |
| <b>Parks and Recreation Total</b> | <b>\$ 43,727,300</b>                                     | <b>\$ (1,198,600)</b>                                      | <b>\$ 32,020,100</b>                         | <b>\$ 56,861,400</b>                          |

**City/Town of Goodyear**  
**Expenditures/expenses by department**  
**Fiscal year 2025**

| Department/Fund               | Adopted<br>budgeted<br>expenditures/<br>expenses<br>2024 | Expenditure/<br>expense<br>adjustments<br>approved<br>2024 | Actual<br>expenditures/<br>expenses*<br>2024 | Budgeted<br>expenditures/<br>expenses<br>2025 |
|-------------------------------|----------------------------------------------------------|------------------------------------------------------------|----------------------------------------------|-----------------------------------------------|
| <b>Public Works:</b>          |                                                          |                                                            |                                              |                                               |
| General Fund                  | \$ 15,969,400                                            | \$ (1,336,000)                                             | \$ 6,862,200                                 | \$ 20,161,500                                 |
| Fleet Asset Management        | 14,135,100                                               | 2,416,200                                                  | 5,156,500                                    | 12,886,900                                    |
| Facilities Asset Management   | 1,358,600                                                | (222,000)                                                  | 708,800                                      | 1,810,900                                     |
| Enterprise Fund - Solid Waste | 8,560,900                                                | 51,000                                                     | 8,541,700                                    | 9,360,800                                     |
| HURF                          | 6,879,100                                                | 46,800                                                     | 6,713,600                                    | 6,915,100                                     |
| <b>Public Works Total</b>     | <b>\$ 46,903,100</b>                                     | <b>\$ 956,000</b>                                          | <b>\$ 27,982,800</b>                         | <b>\$ 51,135,200</b>                          |
| <b>Water Services:</b>        |                                                          |                                                            |                                              |                                               |
| General Fund                  | \$ 5,069,400                                             | \$ 1,781,500                                               | \$ 6,695,100                                 | \$ 2,616,700                                  |
| Water & Wastewater Bonds      | 30,527,900                                               | (281,600)                                                  | 1,156,200                                    | 53,062,800                                    |
| Utility DIF                   | 40,709,800                                               | 15,551,600                                                 | (1,550,900)                                  | 44,340,200                                    |
| Special Revenue               |                                                          | 74,000                                                     |                                              |                                               |
| Enterprise Fund - Water       | 38,698,500                                               | (3,963,000)                                                | 27,768,900                                   | 33,890,700                                    |
| Enterprise Fund - Wastewater  | 30,291,000                                               | 7,440,200                                                  | 13,751,900                                   | 31,858,400                                    |
| <b>Water Services Total</b>   | <b>\$ 145,296,600</b>                                    | <b>\$ 20,602,700</b>                                       | <b>\$ 47,821,200</b>                         | <b>\$ 165,768,800</b>                         |
| <b>Debt Service:</b>          |                                                          |                                                            |                                              |                                               |
| General Fund                  | \$                                                       | \$ 3,000                                                   | \$ 3,000                                     | \$                                            |
| Special Revenue Funds         | 9,996,800                                                |                                                            | 9,996,800                                    | 10,001,800                                    |
| Debt Service Funds            | 14,406,000                                               |                                                            | 14,685,300                                   | 17,031,800                                    |
| Enterprise - Water/Wastewater | 14,507,100                                               |                                                            | 12,176,400                                   | 16,683,700                                    |
| CFD- Trust Funds              | 11,653,100                                               |                                                            | 10,142,700                                   | 12,281,700                                    |
| <b>Debt Services Total</b>    | <b>\$ 50,563,000</b>                                     | <b>\$ 3,000</b>                                            | <b>\$ 47,004,200</b>                         | <b>\$ 55,999,000</b>                          |
| <b>Non-Departmental:</b>      |                                                          |                                                            |                                              |                                               |
| General Fund                  | \$ 3,500,000                                             | \$                                                         | \$ 3,500,000                                 | \$ 3,500,000                                  |
| Other Capital                 | 3,709,000                                                |                                                            | 2,000,000                                    | 2,000,000                                     |
| Other Non-Departmental        |                                                          |                                                            |                                              | 3,399,400                                     |
| <b>Non-Departmental Total</b> | <b>\$ 7,209,000</b>                                      | <b>\$</b>                                                  | <b>\$ 5,500,000</b>                          | <b>\$ 8,899,400</b>                           |
| <b>Contingency:</b>           |                                                          |                                                            |                                              |                                               |
| General Fund                  | \$ 47,759,100                                            | \$ (8,706,300)                                             | \$ 600,000                                   | \$ 80,096,700                                 |
| Asset Management              | 14,612,900                                               | (1,396,400)                                                |                                              | 18,304,000                                    |
| Special Revenue               | 2,297,400                                                |                                                            |                                              | 3,626,900                                     |
| Enterprise                    | 9,593,700                                                |                                                            |                                              | 11,037,100                                    |
| CFD- Trust Funds              |                                                          |                                                            |                                              |                                               |
| Other Capital                 | 15,000,000                                               | (84,600)                                                   |                                              | 15,000,000                                    |
| <b>Contingency Total</b>      | <b>\$ 89,263,100</b>                                     | <b>\$ (10,187,300)</b>                                     | <b>\$ 600,000</b>                            | <b>\$ 128,064,700</b>                         |
| <b>Department total</b>       | <b>\$ 806,949,000</b>                                    | <b>\$</b>                                                  | <b>\$ 374,313,000</b>                        | <b>\$ 818,096,600</b>                         |

\* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.



**City/Town of Goodyear**  
**Full-time employees and personnel compensation**  
**Fiscal year 2025**

|                                    | Full-time<br>equivalent (FTE) | Employee salaries<br>and hourly costs | Retirement costs     | Healthcare costs     | Other benefit<br>costs | Total estimated<br>personnel<br>compensation |
|------------------------------------|-------------------------------|---------------------------------------|----------------------|----------------------|------------------------|----------------------------------------------|
| Fund                               | 2025                          | 2025                                  | 2025                 | 2025                 | 2025                   | 2025                                         |
| <b>General Fund</b>                | <b>796.21</b>                 | <b>\$ 82,764,300</b>                  | <b>\$ 13,138,900</b> | <b>\$ 13,399,700</b> | <b>\$ 10,215,200</b>   | <b>\$ 119,518,100</b>                        |
| <b>Special revenue funds</b>       |                               |                                       |                      |                      |                        |                                              |
| Highway User Revenue Fund          | 24.00                         | \$ 2,132,000                          | \$ 264,000           | \$ 480,400           | \$ 339,800             | \$ 3,216,200                                 |
| Ballpark Operating Fund            | 47.93                         | 2,840,800                             | 270,400              | 441,500              | 354,300                | 3,907,000                                    |
| Court Enhancement Fund             | 0.57                          | 32,900                                | 4,100                | 5,400                | 4,100                  | 46,500                                       |
| Ambulance                          | 23.00                         | 2,534,600                             | 361,100              | 340,300              | 181,800                | 3,417,800                                    |
| Grants                             |                               | 225,200                               | 67,800               |                      | 17,600                 | 310,600                                      |
| <b>Total special revenue funds</b> | <b>95.50</b>                  | <b>\$ 7,765,500</b>                   | <b>\$ 967,400</b>    | <b>\$ 1,267,600</b>  | <b>\$ 897,600</b>      | <b>\$ 10,898,100</b>                         |
| <b>Enterprise funds</b>            |                               |                                       |                      |                      |                        |                                              |
| Water                              | 43.95                         | \$ 3,890,400                          | \$ 482,000           | \$ 765,400           | \$ 510,700             | \$ 5,648,500                                 |
| Wastewater                         | 45.95                         | 3,774,300                             | 470,300              | 780,700              | 505,800                | 5,531,100                                    |
| Solid Waste                        | 15.00                         | 1,079,000                             | 134,600              | 244,500              | 171,600                | 1,629,700                                    |
| <b>Total enterprise funds</b>      | <b>104.90</b>                 | <b>\$ 8,743,700</b>                   | <b>\$ 1,086,900</b>  | <b>\$ 1,790,600</b>  | <b>\$ 1,188,100</b>    | <b>\$ 12,809,300</b>                         |
| <b>Total all funds</b>             | <b>996.61</b>                 | <b>\$ 99,273,500</b>                  | <b>\$ 15,193,200</b> | <b>\$ 16,457,900</b> | <b>\$ 12,300,900</b>   | <b>\$ 143,225,500</b>                        |

# FY2025 Final Budget Adoption



Truth In Taxation  
June 10, 2024

# Agenda for Public Hearing & Final Budget Adoption



- Open Public Hearing for Final FY2025 Budget & Truth In Taxation
  - Staff Presentation
  - Public Comment
- Close Public Hearing
- Approve Truth in Taxation Increase of \$277,689 by roll call vote
- Special Meeting to Approve FY2025 Budget follows regular meeting

# **FY2025 Budget Adoption**

# FY2025 Budget



\$818,096,600

Unchanged from Tentative Budget Adoption on  
May 20<sup>th</sup> 2024



The background of the slide is a close-up photograph of green grass blades covered in small, glistening dew droplets. The entire image is overlaid with a semi-transparent yellow filter, creating a warm, golden glow. The text "Truth In Taxation" is centered in a bold, black, sans-serif font.

# Truth In Taxation

# Truth In Taxation



## WHO GETS YOUR PROPERTY TAXES?



# Truth In Taxation



## PRIMARY PROPERTY TAX

- State Constitution limits annual levy increase to no more than 2%
- Truth In Taxation process required per A.R.S. 42-17107
- Truth in Taxation amount - \$277,689



# Property Tax Rates and Levies

**RATES ARE PER \$100 OF ASSESSED VALUATION**

|               | FY2024 Assessed |                   |                  | FY2025 Assessed |                   |                  |
|---------------|-----------------|-------------------|------------------|-----------------|-------------------|------------------|
|               | Valuation       | FY2024 Levy       | FY2024 Rate*     | Valuation       | FY2025 Levy       | FY2025 Rate*     |
| Primary       | 1,447,838,834   | 13,923,866        | \$ 0.9617        | 1,635,614,667   | 15,140,885        | \$ 0.9257        |
| Secondary     | 1,447,838,834   | 11,196,100        | \$ 0.7733        | 1,635,614,667   | 13,237,000        | \$ 0.8093        |
| <b>Totals</b> |                 | <b>25,119,966</b> | <b>\$ 1.7350</b> |                 | <b>28,377,885</b> | <b>\$ 1.7350</b> |

Goodyear Property Tax - \$100,000 home                      \$        **173.50**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase)    \$        **182.18**

Goodyear Property Tax - \$227,082 Median Assessed Value for Goodyear Single Family Home:                      \$        **393.99**

# Outreach and Notification Steps



- Truth in Taxation (statutory requirements)
  - May 22 – Press Release
  - May 24 - Newspaper Ad
  - May 31 - Newspaper Ad
- Budget Schedules (statutory requirements)
  - May 22 - Library; City Clerk; Website
  - May 25- Newspaper
  - June 1 - Newspaper



# Next Steps



- Take public comment on FY2025 Final Budget and Truth in Taxation
- Close Public Hearing
- Approve Truth in Taxation Increase of \$277,689 by Roll Call Vote
- Budget to be adopted in Special Meeting

ITEM #: 16.  
DATE: 06/10/2024  
AI #:2059



## CITY COUNCIL ACTION REPORT

**SUBJECT:** FY2024-2025 COMMUNITY FUNDING RECOMMENDATIONS

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

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### SUMMARY

Non-profits that provide human or social services to benefit Goodyear residents are eligible to apply for grants from the city. The Goodyear Community Funding Subcommittee has received and reviewed a record 53 applications requesting more than \$660,000 in Community Funding and is recommending the \$214,400 available for competitive award in FY2024-2025 be distributed to 31 applicants.

### STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of  
Community

### RECOMMENDATION

Approve the recommended allocations for FY2024-2025 Community Funding. (Christina Panaitescu, Community Partnerships Program Manager)

### FISCAL IMPACT

The fiscal year (FY) 2025 budget includes \$214,400 for the Community Funding program. This year, we received a record 53 applications requesting a total of \$660,304. The subcommittee recommendation disperses a total of \$214,400 to fund 31 of the applications.

### BACKGROUND AND PREVIOUS ACTIONS

The city's Community Funding program was formalized by a 2001 council resolution. At that time, the following criteria were developed to guide the consideration of community funding support:

- Benefit to the community (current and historic)
- Community need
- Whether the service is already provided (i.e. avoid duplication)
- Geographic service area

- Methods of documenting the benefits to be provided in the community
- Clarity of the projects stated goals and objectives
- Longevity and reputation of the organization's service in the community
- Follow-up documentation provided for previous applications
- Ability to obtain funding from other sources
- Evidence of organization's tax-exempt status

At a 2021 work session, Council expressed an interest in supporting the priority areas identified in the Community & Neighborhood Services Master Plan, Phase I: Human Services.

Recommendations from the plan include:

- The establishment and/or expansion of:
  - Childcare services during non-traditional hours,
  - Mental health services that provide trauma-informed care,
  - Peer support groups,
  - Substance use and misuse education and services that provide trauma-informed care,
  - Tele-services or mobile-service delivery models, and
  - Transportation access during non-traditional transit hours.
- Nutritious and fresh food, clothing, shelter, and emergency financial assistance for Goodyear residents in crisis or facing instability.
- Container/Community gardens in low-to-moderate income areas.
- Transitional facilities for people fleeing or recovering from abuse.

City staff solicited proposals from non-profits, reviewed them for completeness and prepared them for review by the City Council subcommittee. The subcommittee met to discuss the applications on May 21 and their recommendations are being advanced for consideration and approval of the full City Council.

## **STAFF ANALYSIS**

On March 27, a save-the-date email announcing the upcoming application release and optional webinar was sent to past Community Funding applicants, members of the Goodyear Faith & Community Roundtable, and individuals who had contacted the city to request information about the grant opportunity. A link to the application was available on the city's website and emailed on April 1. Information was also shared with local media contacts and an article was published in the Daily Independent on April 3. A pre-application webinar was hosted on April 3, and a recording of the webinar remained on the website throughout the application period.

The application deadline was April 30. An extension through May 6 was granted to applicants who were in the process of receiving technical assistance on April 30.

There were a total of 53 applications received, including more than 20 first-time applicants.

For the first time, subcommittee members were able to enter their evaluation online prior to the meeting. Scores were averaged and ranked for the group to review and discuss in their May 21 Community Funding Subcommittee meeting. During the meeting, the following 31 funding recommendations totaling \$214,400 were established:

| Organization: Project Title                                                                                                | FY25 Recommendation |
|----------------------------------------------------------------------------------------------------------------------------|---------------------|
| <b>A New Leaf:</b> Coordinated Entry Services at A New Leaf's West Valley Housing Assistance Center                        | \$7,500             |
| <b>Agua Fria Food and Clothing Bank:</b> Agua Fria Food and Clothing Bank                                                  | \$20,000            |
| <b>Alice Cooper's Solid Rock Teen Centers:</b> Nutrition and Hunger Relief for Teenagers                                   | \$5,000             |
| <b>All Faith Community Services:</b> Emergency Food Programs                                                               | \$30,000            |
| <b>Angels on Patrol:</b> Goodyear PD are Angels on Patrol                                                                  | \$8,050             |
| <b>Area Agency On Aging, Region One:</b> Goodyear Senior Citizen Meals                                                     | \$15,000            |
| <b>Arizona Educational Foundation:</b> teachSTEM                                                                           | \$1,500             |
| <b>AZ Community Impact:</b> Community Impact Collective                                                                    | \$15,000            |
| <b>Big Brothers Big Sisters of Central Arizona:</b> Goodyear Community-Based Mentoring Program                             | \$2,000             |
| <b>Boys &amp; Girls Clubs of the Valley:</b> Boys & Girls Clubs Serving Goodyear Youth                                     | \$8,000             |
| <b>Catitute Gallery &amp; Studio, DBA CATITUDE ARTS:</b> ART BLOCK                                                         | \$3,600             |
| <b>Central Arizona Shelter Services, Inc.:</b> Homeless Outreach & Navigation for Goodyear Residents                       | \$5,000             |
| <b>Community Legal Services:</b> Legal Advocacy and Education for Low-Income Goodyear Residents                            | \$2,500             |
| <b>Dawn Childhood Foundation DBA Dawn Institute:</b> Trauma-Based Mental Health Services for Children and Families         | \$1,500             |
| <b>Dress for Success Phoenix:</b> Career Development for Underserved Individuals in Goodyear                               | \$1,500             |
| <b>Forge Youth Mentoring:</b> Pathways to Success: Youth Mentorship Program                                                | \$1,500             |
| <b>Helping Families In Need:</b> Access to Healthy Benefits                                                                | \$6,000             |
| <b>Hope Community Services:</b> Specialized Trauma Therapy for Low-Income Youth                                            | \$15,000            |
| <b>Lutheran Social Services of the Southwest:</b> Interfaith Homeless Emergency Lodging Program (I-HELP)                   | \$5,000             |
| <b>Meals of Joy:</b> Meals of Joy                                                                                          | \$3,500             |
| <b>Mission of Mercy:</b> Access to Healthcare for Uninsured Goodyear Residents                                             | \$3,000             |
| <b>Parents of Addicted Loved Ones:</b> Goodyear PAL Growth Initiative 2024                                                 | \$1,500             |
| <b>Sky Kids, Inc.:</b> Sky Kids Goodyear Fly Day                                                                           | \$2,500             |
| <b>Sleep in Heavenly Peace AZ-Phoenix Chapter:</b> Community Bed Build Goodyear 2024-25                                    | \$5,000             |
| <b>Sounds of Autism:</b> Workforce Development                                                                             | \$9,250             |
| <b>Southwest Lending Closet, Inc:</b> Keep the Lights On                                                                   | \$18,000            |
| <b>Teen Lifeline:</b> Crisis Services                                                                                      | \$5,000             |
| <b>The Opportunity Tree:</b> Supported Employment. Expect. Develop. Support (SEEDS)                                        | \$1,500             |
| <b>The Salvation Army, a CA Corporation dba Estrella Mountain Corps:</b> City of Goodyear's Food Scarcity, Food Insecurity | \$2,500             |
| <b>WHAM Art Association:</b> Art: A Path to Healing                                                                        | \$7,500             |
| <b>Women4WomenTempe:</b> Women4WomenTempe                                                                                  | \$1,500             |

A summary of all applications received has been attached for reference.

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### **Attachments**

FY25 Matrix  
Presentation



## FY25 Application Matrix

| Applications - Org Name                           | Applications - Project Title                                                     | FY25 GYR residents served<br>* Duplicated | FY25 Request | FY25 Recommendation | FY24 Funded | FY24 Request | FY23 GYR residents served<br>* Duplicated | Reported @ 6mo. |
|---------------------------------------------------|----------------------------------------------------------------------------------|-------------------------------------------|--------------|---------------------|-------------|--------------|-------------------------------------------|-----------------|
| 1N10 Inc. dba one-n-ten                           | Litchfield Park Satellite Program for LGBTQ+ Youth                               | 16                                        | \$ 2,500     | \$ -                |             |              | 16                                        |                 |
| A New Leaf                                        | Coordinated Entry Services at A New Leaf's West Valley Housing Assistance Center | 12                                        | \$ 15,000    | \$ 7,500            | \$ 7,500    | \$ 15,000    | 385                                       | 4               |
| A Place for Hannah                                | Rent for One Year, Supporting Women At-Risk of Homelessness                      | 53                                        | \$ 42,000    | \$ -                |             |              |                                           |                 |
| Adelante Healthcare                               | Adelante Community Programs                                                      | 8552                                      | \$ 10,000    | \$ -                |             |              | 6,074                                     |                 |
| Agua Fria Food and Clothing Bank                  | Agua Fria Food and Clothing Bank                                                 | 4500 *                                    | \$ 25,000    | \$ 20,000           | \$ 15,000   | \$ 15,000    | 48                                        | 3,000*          |
| Alice Cooper's Solid Rock Teen Centers            | Nutrition and Hunger Relief For Teenagers                                        | 410                                       | \$ 15,000    | \$ 5,000            |             |              | 325                                       |                 |
| All Faith Community Services                      | Emergency Food Programs                                                          | 25000 *                                   | \$ 30,000    | \$ 30,000           | \$ 25,000   | \$ 25,000    | 18,635*                                   | 5,858*          |
| Angels on Patrol                                  | Goodyear PD are Angels on Patrol                                                 | 100                                       | \$ 9,125     | \$ 8,050            |             |              | 84                                        |                 |
| Area Agency On Aging, Region One                  | Goodyear Senior Citizen Meals                                                    | 10                                        | \$ 24,000    | \$ 15,000           | \$ 15,000   | \$ 15,000    | 10                                        | 11              |
| Arizona Educational Foundation                    | teachSTEM                                                                        | 122                                       | \$ 10,000    | \$ 1,500            |             |              | 10,000                                    |                 |
| AZ Community Impact                               | Community Impact Collective                                                      | 3500                                      | \$ 25,000    | \$ 15,000           | \$ 10,000   | \$ 10,000    | 2,600                                     | 1,360           |
| Big Brothers Big Sisters of Central Arizona       | Goodyear Community-Based Mentoring Program                                       | 14                                        | \$ 5,000     | \$ 2,000            | \$ 2,000    | \$ 5,000     | 12                                        | 10              |
| Boys & Girls Clubs of the Valley                  | Boys & Girls Clubs Serving Goodyear Youth                                        | 135                                       | \$ 15,000    | \$ 8,000            | \$ 8,000    | \$ 15,000    | 135                                       | 103             |
| Bridges Reentry, Inc.                             | HERJourney Compassion Sessions                                                   | 15 *                                      | \$ 7,000     | \$ -                |             |              | 0*                                        |                 |
| Catitude Gallery & Studio, DBA CATITUDE ARTS      | ART BLOCK                                                                        | 750 *                                     | \$ 3,600     | \$ 3,600            | \$ 3,000    | \$ 5,000     | 1,900*                                    | 60*             |
| Central Arizona Shelter Services, Inc.            | Homeless Outreach & Navigation for Goodyear Residents                            | 10                                        | \$ 10,000    | \$ 5,000            | \$ 5,000    | \$ 10,000    | 10                                        | 20*             |
| Community Legal Services                          | Legal Advocacy and Education for Low-Income Goodyear Residents                   | 110                                       | \$ 11,000    | \$ 2,500            | \$ 2,000    | \$ 11,000    | 119                                       | 59              |
| Cornerstone Community Development Corporation (d  | Tia Mia's Closet and Pantry                                                      | 200 *                                     | \$ 4,900     | \$ -                |             |              | 155*                                      |                 |
| Dawn Childhood Foundation DBA Dawn Institute      | Trauma-Based Mental Health Services for Children and Families                    | 450 *                                     | \$ 25,000    | \$ 1,500            |             |              | 1,580*                                    |                 |
| Desert Edge pom boosters                          | Desert Edge pom team                                                             | 15 *                                      | \$ 17,800    | \$ -                |             |              | 15*                                       |                 |
| Dress for Success Phoenix                         | Career Development for Underserved Individuals in Goodyear                       | 70                                        | \$ 25,000    | \$ 1,500            | \$ -        | \$ 15,000    | 38                                        |                 |
| Drum Arizona, Inc.                                | African Djembe and Native American style Drum Circles                            | 100 *                                     | \$ 4,000     | \$ -                |             |              | 0*                                        |                 |
| Forge Youth Mentoring                             | Pathways to Success: Youth Mentorship Program                                    | 180                                       | \$ 3,000     | \$ 1,500            | \$ -        | \$ 8,000     | 100                                       |                 |
| Gervonni Cares Inc                                | Gervonni Cares Inc - Stuck in the Middle Program                                 | 1267 *                                    | \$ 10,000    | \$ -                |             |              | 366*                                      |                 |
| Helping Families In Need                          | Access to Healthy Benefits                                                       | 24                                        | \$ 10,000    | \$ 6,000            | \$ 6,000    | \$ 10,000    | 1,308                                     | 600             |
| Helping Others Together (HOT) Community Foundatio | Sugar Plum Fairies Program                                                       | 1500                                      | \$ 5,000     | \$ -                | \$ -        | \$ 2,000     | 11                                        |                 |

## FY25 Application Matrix

| Applications - Org Name                              | Applications - Project Title                                                                        | FY25 GYR residents served<br>* Duplicated | FY25 Request | FY25 Recommendation | FY24 Funded | FY24 Request | FY23 GYR residents served<br>* Duplicated | Reported @ 6mo. |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------------------|--------------|---------------------|-------------|--------------|-------------------------------------------|-----------------|
| Homeless Youth Connection                            | Empowering Youth For The Future (EYFTF)                                                             | 20                                        | \$ 1,499     | \$ -                |             |              | 16                                        |                 |
| Hope Community Services                              | Specialized Trauma Therapy for Low-Income Youth                                                     | 155                                       | \$ 20,000    | \$ 15,000           | \$ 10,000   | \$ 10,000    | 142                                       | 72              |
| Humanity Assemble- Hoop Therapy                      | Humanity Assemble - Hoop Therapy: Healing Through Hoops                                             | 1000 *                                    | \$ 15,000    | \$ -                |             |              | 1,580                                     |                 |
| It's Bigger Than Me                                  | Mobile Mental Health Unit & Therapy Sessions                                                        | 25 *                                      | \$ 32,500    | \$ -                |             |              | 5*                                        |                 |
| Let's Go Compost                                     | Accelerating Food Waste Reduction in Goodyear Public Schools Through Classroom Composting Education | 5246                                      | \$ 5,505     | \$ -                |             |              | 0                                         |                 |
| Lutheran Social Services of the Southwest            | Interfaith Homeless Emergency Lodging Program (I-HELP)                                              | 25                                        | \$ 10,000    | \$ 5,000            | \$ 5,000    | \$ 10,000    | 23                                        | 3               |
| Meals of Joy                                         | Meals of Joy                                                                                        | 35                                        | \$ 10,000    | \$ 3,500            | \$ -        | \$ 10,000    | 24                                        |                 |
| Mission of Mercy                                     | Access to Healthcare for Uninsured Goodyear Residents                                               | 38                                        | \$ 5,012     | \$ 3,000            | \$ 3,000    | \$ 3,000     | 34                                        | 630*            |
| One Step Beyond Inc                                  | Southwest Phoenix Campus                                                                            | 55                                        | \$ 10,000    | \$ -                |             |              | 0                                         |                 |
| P. W. Litchfield Heritage Center                     | Heritage Lecture Series                                                                             | 120 *                                     | \$ 1,424     | \$ -                |             |              | 120*                                      |                 |
| Parents of Addicted Loved Ones                       | Goodyear PAL Growth Initiative 2024                                                                 | 30500 *                                   | \$ 12,750    | \$ 1,500            | \$ 1,500    | \$ 12,500    | 350*                                      | n/a             |
| Phoenix Rescue Mission                               | Homeless Outreach & Navigation for Goodyear Residents                                               | 50 *                                      | \$ 15,000    | \$ -                |             |              | 44*                                       |                 |
| Raising Special Kids                                 | Mentoring and Support Program                                                                       | 100                                       | \$ 10,000    | \$ -                | \$ -        | \$ 10,000    | 88                                        |                 |
| Sinai Family Worship Center Childrens Ministry       | Help for Children and Adults in Homelessness                                                        | 1000                                      | \$ 10,000    | \$ -                |             |              | 500                                       |                 |
| Sky Kids, Inc.                                       | Sky Kids Goodyear Fly Day                                                                           | 60                                        | \$ 2,500     | \$ 2,500            |             |              | 120                                       |                 |
| Sleep in Heavenly Peace AZ-Phoenix Chapter           | Community Bed Build Goodyear 2024-25                                                                | 60                                        | \$ 15,000    | \$ 5,000            |             |              | 20                                        |                 |
| Sounds of Autism                                     | Workforce Development                                                                               | 5100                                      | \$ 9,250     | \$ 9,250            | \$ 8,500    | \$ 8,500     | 5,250                                     | 1,560*          |
| Southwest Lending Closet, Inc                        | Keep the Lights On                                                                                  | 1000 *                                    | \$ 18,000    | \$ 18,000           | \$ 15,000   | \$ 15,000    | 1,033*                                    | 555*            |
| Teen Lifeline                                        | Crisis Services                                                                                     | 3182                                      | \$ 10,000    | \$ 5,000            | \$ 5,000    | \$ 10,000    | 1,977*                                    | 2,870           |
| The Foster Alliance                                  | The Foster Alliance                                                                                 | 100                                       | \$ 5,000     | \$ -                |             |              | 50                                        |                 |
| The Opportunity Tree                                 | Supported Employment. Expect. Develop. Support (SEEDS)                                              | 19 *                                      | \$ 15,000    | \$ 1,500            |             |              | 19*                                       |                 |
| The Salvation Army, a CA Corporation dba Estrella Mo | City of Goodyear's Food Scarcity, Food Insecurity                                                   | 755 *                                     | \$ 10,000    | \$ 2,500            | \$ -        | \$ 4,000     | 623*                                      |                 |
| Top Dawg Wrestling Club                              | Top Dawg Wrestling Club                                                                             | 15                                        | \$ 7,472     | \$ -                |             |              | 12                                        |                 |
| Trellis                                              | Trellis                                                                                             | 50                                        | \$ 7,500     | \$ -                |             |              | 0                                         |                 |
| WHAM Art Association                                 | Art: A Path to Healing                                                                              | 11                                        | \$ 10,000    | \$ 7,500            | \$ 3,000    | \$ 7,000     | 10                                        | 10              |
| Women4WomenTempe                                     | Women4WomenTempe                                                                                    | 3000                                      | \$ 3,000     | \$ 1,500            | \$ 1,500    | \$ 3,000     | 970                                       | 980*            |
| Youth4Youth Inc.                                     | Youth4Youth / Get in the Way Campaign                                                               | 105406                                    | \$ 24,967    | \$ -                |             |              | 0                                         |                 |



# Goodyear Community Funding



Provides cash grants to non-profit organizations that provide health/human services and quality of life programs to Goodyear residents.



# 2023 – 2024 Program Highlights



5,100+ Goodyear residents benefited from services provided by funded agencies in the first six months.



# 2024 – 2025 Process



- Applications open April 1 - 30
- Budget FY2024-2025 = \$214,400
- 53 applications
- 20+ first time

**Goodyear accepting applications from  
nonprofits seeking financial help**  
Community Funding Program provides funds to nonprofits each year

# 2024 – 2025 Applications



- A total of \$660,304 was requested

Subcommittee:  
Vice Mayor Kaino  
Councilmember Campbell  
Councilmember Gillis

# Recommended for Funding



**FY2024-2025**

- A New Leaf - \$7,500
- Agua Fria Food and Clothing Bank - \$20,000
- Alice Cooper's Solid Rock Teen Centers - \$5,000
- All Faith Community Services - \$30,000
- Angels on Patrol - \$8,050
- Area Agency On Aging, Region One - \$15,000
- Arizona Educational Foundation - \$1,500
- AZ Community Impact - \$15,000
- Big Brothers Big Sisters of Central Arizona - \$2,000
- Boys & Girls Clubs of the Valley - \$8,000
- CATITUDE ARTS - \$3,600
- Central Arizona Shelter Services, Inc. - \$5,000
- Community Legal Services - \$2,500
- Dawn Institute - \$1,500
- Dress for Success Phoenix - \$1,500
- Forge Youth Mentoring - \$1,500
- Helping Families In Need - \$6,000
- Hope Community Services - \$15,000
- Lutheran Social Services of the SW - \$5,000
- Meals of Joy - \$3,500
- Mission of Mercy - \$3,000
- Parents of Addicted Loved Ones - \$1,500
- Sky Kids, Inc. - \$2,500
- Sleep in Heavenly Peace AZ - \$5,000
- Sounds of Autism - \$9,250
- Southwest Lending Closet, Inc - \$18,000
- Teen Lifeline - \$5,000
- The Opportunity Tree - \$1,500
- The Salvation Army - \$2,500
- WHAM Art Association - \$7,500
- Women4WomenTempe - \$1,500

**Total Recommendation: \$214,400**

# Action Tonight:

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Approve recommended allocations  
for FY2024-2025 Community Funding.

ITEM #: 17.  
DATE: 06/10/2024  
AI #:2081



## **CITY COUNCIL ACTION REPORT**

**SUBJECT: APPROVE CONTRACT AGREEMENT BETWEEN FLYING BUCKET, LLC AND GOODYEAR FIRE DEPARTMENT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

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

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### **SUMMARY**

Approve the contract between Flying Bucket, LLC and the Goodyear Fire Department for fire and emergency medical services.

### **STRATEGIC PLAN ALIGNMENT**



### **RECOMMENDATION**

Approve contract agreement between Flying Bucket, LLC and Goodyear Fire Department for fire and emergency medical services for an area located south of Fire Station 187. (Paul Luizzi, Fire Chief)

### **FISCAL IMPACT**

An annual fee of three thousand two hundred ninety-two dollars (\$3,292) will be received for the cost of four emergency service responses. Based upon the analysis of Brush 187's response history, the four-call payment is more than adequate to cover anticipated activity in the area. Should the annual response in any given contract year exceed the compensated amount, the change in call volume shall be addressed with the subscriber prior to the renewal of the agreement. The City reserves the right to review and modify this annual fee prior to renewing this contract.

### **BACKGROUND AND PREVIOUS ACTIONS**

The city of Goodyear was approached by Flying Bucket, LLC, a defense contractor that operates a facility within 5.35 miles of Fire Station 187, asking for a "will respond" declaration for 911 emergencies at their facility.

### **STAFF ANALYSIS**



As the primary fire and emergency medical service provider in the southern area of Goodyear (Mobile), we are the closest provider to the facility. The area is not currently served by any fire service provider, public or private. Based upon overall call volume for Fire Station 187, the addition of this facility would not create a call volume burden.

Flying Bucket, LLC has agreed to offset the cost of our personnel and equipment in advance for four calls per annum. The cost of response to the facility was developed by utilizing the current Cooperative Fire Rate Agreement with the Arizona Department of Forestry and Fire Management.

Brush 187 has the ability to deliver advanced life support paramedic care and limited fire suppression capability. Structural fire response will require a response from our automatic aid response partners, similar to other calls of comparable nature in the southern part of Goodyear. The City of Maricopa Fire Department has agreed to respond into the Flying Bucket, LLC facility in the event of an escalating, multi-unit incident or if BR187 is committed to another system response.

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### **Attachments**

Contract Flying Bucket LLC

**CITY OF GOODYEAR, ARIZONA  
CONTRACT FOR FIRE AND EMERGENCY MEDICAL SERVICES**

This agreement (Agreement) is in effect commencing on the thirty-first business day following execution and payment for a period of one year.

**SUBSCRIBER NAME:**

*Flying Bucket, LLC, an Arizona Limited Liability Company (Owner)*

**PHYSICAL ADDRESS OF PROPERTY:** *As set forth in the CAD system*

**MARICOPA COUNTY ASSESSOR PARCEL NUMBERS:**

*300-32-00JD, 00JA, 00JC, 002A, 002H, 002J, 002Q, 002s, 002N, 002P, 002U, 002V, 002E, 002T and 002G; and 300-29-0020D.*

**MAILING ADDRESS:** *8009 East Dillons Way, Scottsdale, AZ 85260*

**CONTACT PERSON/ PHONE NUMBER:**

*Greg Aguirre, Vice President of Operations, Dillon Aero*

**PROPERTY LESSEES (subsidiaries of Flying Bucket, LLC)**

*Dillon Aero, Inc., an Arizona Corporation*

*Dillon Flight Test Inc., an Arizona Corporation*

**IT IS UNDERSTOOD AND AGREED AS FOLLOWS:**

**1. Purpose:** The City of Goodyear, Arizona (The City) shall provide emergency fire protection and medical services to the individual property owner, Flying Bucket LLC (Owner) under the following terms and conditions:

- a. Pursuant to the City of Goodyear Code, the sole purpose of this Agreement is to provide emergency fire protection and medical services to the Owner whose property is located outside of the City of Goodyear, Arizona boundaries and who would not otherwise be entitled to Goodyear emergency fire protection and medical services (Emergency Services).
- b. The City is willing to provide Emergency Services for property Owner provided that the City is paid for the cost of providing these Emergency Services.
- c. Medical services provided by City include those emergency medical services authorized to be provided by emergency medical technicians and paramedics as determined by the State of Arizona.

**2. Duration/Scope:** This Agreement shall run for a period of one year from the effective date, and is binding upon all parties, and their successors in interest. This Agreement may be renewed annually by mutual agreement of the parties after first giving 90 days written notice of their intention to renew. A total of five renewals are allowed. This agreement is subject to early termination as set forth in this agreement.

**3. Services provided:** The City shall provide Emergency Services as outlined in this agreement through the use of City personnel and through mutual aid agreements with nearby jurisdictions.

- a. The parties agree that the City's response may be affected by the occurrence of any presently unforeseen circumstance, such as a major fire or several concurrent fires, or emergency, reduction in force, road closure or other situation in which there is a shortage of personnel or equipment.
- b. If all fire units are busy or attending other calls, then the City's response may be through mutual aid from another jurisdiction.
- c. The City specifically represents that it is not undertaking any additional duty to act, guaranteeing any response times or agreeing to obtain any additional fire protection services capacity or infrastructure by virtue of its obligations under this Agreement.

**4. Response Time:** The City shall respond to each individual emergency call in the most responsible and expeditious time possible.

- a. Owner acknowledges that the City's response will be from the closest available unit.
- b. Owner acknowledges that response times are subject to variations due to existing weather conditions, travel distances, traffic conditions, property and road identifications, lack of adequate maps and lack of familiarity with areas outside of Goodyear, and the lack of standard access to the property as described in paragraph 6.

**5. Owner's General Obligations- Site Assessment Information:**

- a. The Owner shall comply with the General Obligations as set forth below. Failure to comply with these general obligations shall automatically terminate this agreement.
  - i. Location Information. Owner shall provide exact location information, including but not limited to, road identifications, boundaries, facility maps, and any other information necessary to locate the facility within 15 days of executing this agreement.
  - ii. Site Visit. Owner shall provide the City an opportunity to tour the site within 30 days of executing this agreement to assess the site. Owner shall permit periodic site visits throughout the term of this contract. Any changes to the site configuration after the assessment shall be communicated to the City within 15 days after the reconfiguration.
  - iii. Hazardous Materials. Owner shall provide the City with a copy the Owner's Tier Two Chemical Reporting or any other documentation containing similar

information within 15 days of executing this document.

- iv. **Location of Water Supply.** Owner shall provide the City with a map and description of any water sources, including potable water, which may be necessary to assist with fire protection efforts at the facility. This information shall be provided within 15 days of executing this contract and shall be periodically updated on a quarterly basis.

b. If the Owner leases the subject real property, the Owner shall provide a copy of this agreement to any tenant who leases said property subsequent to the execution of this Agreement. The tenant shall provide all of the information required by this agreement to the City within 30 days of executing a lease with the Owner. Failure to provide the information shall automatically terminate this agreement. Owner shall indemnify and hold the City of Goodyear, its agents, representatives, officers, officials, and employees harmless from any and all claims asserted by the tenant.

**6. Limitation of Emergency Services:** While the City has agreed to provide Emergency Services to the Owner's property, it is agreed that the City will protect the safety of its emergency response personnel and that certain infrastructure issues and hazardous material storage practices may currently exist at Owner's property. It is also agreed that these infrastructure issues and hazardous material storage practices may limit the scope and effectiveness of providing emergency services. As such, the following are acknowledged:

- a. **Standard Access:** Owner acknowledges that the property is located in a remote location on private roads that are not maintained by a political subdivision and that the Owner's failure to ensure that such private roads are adequately maintained may delay response by the City or any other responding emergency services agency. Owner agrees that such lack of maintenance of private roadways is a significant factor in the ability to respond to emergency calls within a reasonable and expeditious time.
- b. **Water Supply.** Owner acknowledges that the property is without utilities, including water. Owner agrees that the limited water supply at the property may severely limit the City's ability to provide Emergency Services to the property. Owner further acknowledges that the City's ability to haul water to the property is limited to the capacity of the current fire apparatus fleet.
- c. **Hazardous Materials.** Owner acknowledges that hazardous materials may be stored at the property. The Owner agrees that the City will be limited in its ability to provide effective Emergency Services to the property if the quantities, location and handling practices for these hazardous materials are not documented and provided to the City before an emergency response and where the location and handling practices are not in compliance with the 2012 edition of the International Fire Code.
- d. **Structural Integrity.** The Owner acknowledges that structures are located on the property. The Owner agrees that the City will be limited in its ability to provide effective Emergency Services for structures located on the property, particularly commercial and industrial structures, without documentation as to the composition, room location and structural integrity of those structures before an emergency response and where the structure does not

comply with the provisions of the 2012 edition of the International Fire Code relating to structural integrity.

- e. **Knowledge of Hazards.** The City acknowledges that it will generally not enter commercial and industrial structures where hazardous materials may be stored unless:
- i. The City has previously been given access to the property to become familiar with the operations, contents and physical characteristics of the structure, and
  - ii. The operations and physical characteristics of the structure generally conform to standards stated in the 2012 edition of the International Fire Code.

The parties agree that the decision as to whether to enter any facility, even where previous access has been provided, will rest solely with the incident commander in charge of the emergency response. It is agreed further that the City will generally assume the worst, when dealing with unknown conditions while providing Emergency Services in compliance with the terms of this Agreement.

**7. Payment for Fire Protection Service:** As consideration and payment for Emergency Services to be provided by the City, the Owner shall pay at the time of execution of this Agreement the annual fee of three thousand two hundred ninety-two dollars (\$3,292). This annual fee includes the cost for four Emergency Service responses. The City reserves the right to review and modify this annual fee prior to renewing this contract.

**8. Waiver and Disclosure of Liability:** In consideration for the City's undertaking to make all reasonable attempts to respond to fire/emergency calls even in cases of substandard access to the scene, the Owner expressly waives claims, expressly disclaims, and holds harmless the City of Goodyear, Arizona from any and all liability against the City of Goodyear, Arizona (jointly and severally) its agents, representatives, officers, officials and employees for any cause of action, controversy or claim asserted by the Owner, or an invitee, licensee, or other party operating Owner's real property, arising out of a fire/emergency related incident and the City of Goodyear, Arizona's response thereto.

**9. Indemnification:** To the fullest extent permitted by law, Owner shall indemnify, and hold harmless the City, its agents, representatives, officers, officials and employees for, from and against all claims, damages, losses and expenses, including but not limited to attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from willful misconduct, negligent acts, errors, omissions, or mistakes resulting from this Agreement. Owner's duty to indemnify and hold harmless the City, its agents, representatives, officers, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting therefrom, caused by any willful misconduct, negligent acts, errors, omissions or mistakes, resulting from this Agreement.

**10. Insurance Requirements:** Owner shall procure and maintain for the duration of the Agreement insurance against claims (including death) to persons and damages to property, which may arise from or in connection with the performance of the Emergency Services set forth in this Agreement.



- a. Owner shall provide Commercial General Liability insurance with an unimpaired limit of not less than \$1,000,000 for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for contractual liability, bodily injury and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Agreement. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 04 13 or any replacement thereof. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover Owner's indemnification obligations required herein. Owner's insurance shall be primary and not contributory.
- b. Owner shall identify the City of Goodyear as additional insureds on the Certificate of Insurance and endorse the same.
- c. Owner shall provide Certificate of Insurance and an additional insurance endorsement prior to contract execution.

## **11. Miscellaneous Provisions.**

- a. **Governing Law.** This Agreement will be governed, construed and controlled according to the laws of the State of Arizona.
- b. **Waiver.** No delay or failure to exercise any right or remedy will constitute a waiver of the right or remedy, and no waiver by the Parties of the breach of any provision of this Agreement will be construed as a waiver of any other provision.
- c. **Severability.** The terms and conditions of this Agreement are severable. If for any reason, any court of law should consider any provision of this Agreement invalid or inoperative, the remaining provisions of this Agreement will remain valid and in full force and effect.
- d. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties. No representations, agreements or understandings, oral or written, other than those stated in this Agreement will vary its terms.
- e. **Counterparts.** This Agreement may be executed in one or more counterparts, and each originally executed duplicate counterpart of this Agreement will be considered to possess the full force and effect of the original.
- f. **Captions.** The captions used in this Agreement are solely for the convenience of the Parties, do not constitute a part of this Agreement and are not to be used to construe or interpret this Agreement.
- g. **Conflict of Interest.** Pursuant to the provisions of A.R.S. Section § 38-511, the City may cancel this Agreement, without fee reduction or obligation.
- h. **Authority.** Each Party warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to sign this Agreement. Each Party further

acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

i. **Regulatory Compliance.** The parties agree to comply with all applicable State and Federal laws and regulations.

j. **Public Records.** The City is subject to Arizona Public Records Law and this agreement, and any related documents may be disclosed to the extent permitted by Arizona law.

k. **Cancellation/Termination.** The parties may cancel this Agreement, with or without cause, for any reason, with 30 days written notice. Refunds will be prorated by the day if the contract is canceled prior to the agreed upon termination date.

l. **Notice.** Unless otherwise provided in this Agreement, all notices, demands, requests, consents, approvals and other communications (collectively, "Notices") required by this Agreement will be given by certified U.S. Mail, postage prepaid or personally delivered at the address stated below or at any other address as either party will, from time to time, designate in writing to the other given in the same manner specified in this Article. Notices will be considered received upon receipt.

If to the Owner:

Chris Dillon  
8009 East Dillons Way  
Scottsdale, AZ 85260

With a copy to:

Heidi Short, Esq.  
Lewis & Roca Rothgerber Christie, LLP  
201 E. Washington Street, Ste. 1200  
Phoenix, Arizona 85004-2595

If to the City:

Paul Luizzi, Fire Chief  
1900 N. Civic Square  
Goodyear, Arizona 85395

With a copy to:

Rorie Massey, City Attorney  
1900 N. Civic Square  
Goodyear, Arizona 85395

City of Goodyear, an Arizona municipal corporation

By: \_\_\_\_\_  
Wynette Reed  
Its: City Manager

ATTEST:

By: \_\_\_\_\_  
Its: City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Its: City Attorney