



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, June 21, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

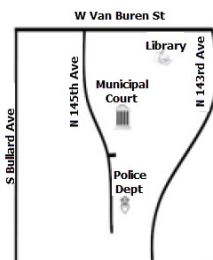
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR LORD****ROLL CALL****COMMUNICATIONS**

1. **RECOGNIZE THE WINNERS OF THE 2021 GOODYEAR TEACHERS ROCK - KIDS' CHOICE AWARD**

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT**

2. **APPROVAL OF MINUTES**

Recommendation

Approve draft minutes from the Regular and Special Meetings held on June 7, 2021. (Darcie McCracken, City Clerk)

3. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CRACKER BARREL #277**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control of Application No. 148460 a request by Andrea Dahlman Lewkowitz, agent/applicant for Cracker Barrel Old Country Store, Inc., for a new Series 12 liquor license for Cracker Barrel #277, located at 1209 N Litchfield Rd., Goodyear, Arizona 85395 (Generally located on the east side of Litchfield Rd., approximately one-fifth of a mile south of McDowell Rd). (Darcie McCracken, City Clerk)

4. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

Recommendation

Recognize the City Council subcommittee appointments for FY2022. (Rosalva Zimmerman, Assistant to the Mayor)

5. **ACCEPTANCE OF EASEMENTS FOR THE LAKIN PARK DEVELOPMENT**

Recommendation

Accept a Wastewater Line, Water Line and Access Facilities Easement and a Wastewater Line and Access Facilities Easement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company; and a Wastewater Line and Access Facilities Easement from W/C Lakin Owner VIII, L.L.C., a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

6. **PRELIMINARY PLAT FOR AIRPARK LOGISTICS CENTER**

Recommendation

Approve the Preliminary Plat for Airpark Logistics Center, subdividing approximately 170.25 acres on the east side of Bullard Avenue and the Bullard Wash, extending from Yuma Road on the north to south of Lower Buckeye Parkway on the south (the "Property"), subject to stipulations. (Katie Wilken, Planning Manager)

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

7. **VIEW 10 BUSINESS CENTER REZONING AND PAD OVERLAY**

This item was continued from 5/24/2021.

Recommendation

1. ADOPT RESOLUTION NO. 2021-2153 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-05A"; "VIEW 10 LEGAL DESCRIPTION"; "C-2 PARCEL LEGAL DESCRIPTION"; "MF-24 PARCEL LEGAL DESCRIPTION"; "VIEW 10 BUSINESS CENTER REZONING AND PAD OVERLAY DATED MAY, 2021"; AND "ARCHITECTURAL CHARACTER IMAGES".
2. ADOPT ORDINANCE NO. 2021-1503 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 48.12 GROSS ACRES LOCATED AT THE SOUTHEAST CORNER OF SARIVAL AVENUE AND MCDOWELL ROAD FROM PLANNED AREA DEVELOPMENT/MIXED USE COMMERCIAL TO C-2 GENERAL COMMERCIAL (30.51 ACRES) AND MF-24 MULTI-FAMILY RESIDENTIAL (17.61 ACRES) WITH A PLANNED AREA DEVELOPMENT OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Karen Craver, Principal Planner)

8. **WILHELM AUTOMOTIVE WIRELESS COMMUNICATION FACILITY (WCF) ON PROPERTY ZONED PAD (PLANNED AREA DEVELOPMENT)**

Recommendation

1. Conduct a public hearing to consider a request for a Wireless Communication Facility (WCF) on an approximately 1.5-acre property zoned Planned Area Development (PAD) located west of the southwest corner of Old Litchfield and Indian School Roads.
2. Approve the request for a Special Use Permit for a Wireless Communication Facility (WCF) on an approximately 1.5-acre property zoned Planned Area Development (PAD) located west of the southwest corner of Old Litchfield and Indian School Roads, subject to stipulations. (Christian M. Williams, Planner)

9. **PUBLIC HEARING ON NON-UTILITY USER FEES**

Recommendation

Open a Public Hearing to receive comments from the Public on Non-Utility User Fees. (Doug Sandstrom, Finance Director)

BUSINESS

10. **SET THE PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2022.**

Recommendation

ADOPT ORDINANCE NO. 2021-1506 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND PREEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022. (Doug Sandstrom, Finance Director)

11. **APPROVE THE EXPENDITURE UP TO \$1,300,000 FOR LEASE OF THE SITE 21 REVERSE OSMOSIS TREATMENT UNITS AND RELATED BUDGET TRANSFER**

Recommendation

Approve the expenditure of FY2022 funds in the amount of \$1,300,000 to lease and provide operational support of two (2) reverse osmosis mobile trailers at the Site 21 facility and related budget transfer. (Barbara Chappell, Deputy Public Works Director)

12. **EXPENDITURE APPROVAL FOR SRP WATER WHEELING FEES FOR CAP DELIVERIES**

Recommendation

Approve the expenditure of \$556,000 for FY2021 and \$700,000 for FY2022 to pay wheeling fees to Salt River Valley Water Users' Association and the Salt River Project (SRP) Agricultural Improvement and Power District for the delivery of CAP water. (Gretchen Erwin, Water Resources & Sustainability Manager)

13. **BULLARD WASH IRRIGATION TAILWATER STUDY PROFESSIONAL SERVICES CONTRACT**

Recommendation

Approve an agreement with the PebbleCreek Golf Resort Homeowners Association No. 1, Inc. (HOA) to enter into a professional services contract with JE Fuller for completion of a study for improvements to the Bullard Wash from Camelback Road to I-10. (Barbara Chappell, P.E., Deputy Public Works Director; Chris Hamilton, P.E., Utilities Engineer)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

July 1, 2021	Special Meeting	5:00 p.m.
July 12, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

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

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION

This agenda was posted on 6/16/2021 at 4:45 p.m. by (PP).

ITEM #: 1.
DATE: 06/21/2021
AI #:323



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Tammy Vo, Digital Communications Director

SUBJECT:

RECOGNIZE THE WINNERS OF THE 2021 GOODYEAR TEACHERS ROCK - KIDS' CHOICE AWARD

Attachments

2021 Awards Presentation



2021 Teacher's Rock Kids' Choice Awards

TEACHERS ROCK

Kids' Choice Award

Mrs. Chandra Armstrong
Palm Valley Elementary School
Public School Category

Mr. Ramon Carranza
St. John Vianney Catholic School
Private School Category

Mr. David Matsuura
Copper Trails Elementary School
Public School Category

Ms. Rebekah Shoup
BASIS Goodyear
Charter School Category



WELL DONE!

Thanks to everyone who shared why their child
thinks their teacher rocks on social media!



AGENDA ITEM #: 2.
DATE: 06/21/2021
AI #:344



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

Recommendation

Approve draft minutes from the Regular and Special Meetings held on June 7, 2021. (Darcie McCracken, City Clerk)

Attachments

060721 Draft Council Regular Meeting Minutes

060721 Draft Council Special Meeting Minutes

City Council Regular Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, June 7, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:02 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

ROLL CALL

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

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

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Vice Mayor Bill Stipp to APPROVE Consent Agenda items one through three. The motion carried as follows:

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

Passed - Unanimously

1. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special Meeting and Regular Meeting held on May 24, 2021. (Darcie McCracken, City Clerk)

2. **ACCEPTANCE OF A SPECIAL WARRANTY DEED RELATED TO THE LAKIN PARK LIFT STATION SITE**

Recommendation

Accept the Special Warranty Deed for the Lakin Lift Station from W/C Lakin Owner VIII, L.L.C., a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

3. **PROPOSAL TO TOHONO O'ODHAM NATION FOR ARIZONA REVISED STATUTE 5-601-02 12% GAMING DISTRIBUTION FUNDS**

Recommendation

ADOPT RESOLUTION NO. 2021-2166, AUTHORIZING THE SUBMISSION OF A PROPOSAL FOR 12% GAMING DISTRIBUTION FUNDS TO THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID PROPOSAL, 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). (Santiago Rodriguez, Chief of Police)

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

4. **PUBLIC HEARING FOR FY2022 TRUTH-IN-TAXATION AND FINAL BUDGET ADOPTION AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

Mayor Lord opened the Public Hearing at 6:05 p.m.

Finance Director Doug Sandstrom reviewed the fiscal year 2022 budget, including expenses, revenues and the Capital Improvement Project (CIP) program.

Mr. Sandstrom spoke about the Truth in Taxation increase that impacts the primary property tax which is used for general governmental purposes. He added that the amount that the city is increasing the levy this year is \$229,434. He added that the rate is \$1 per \$100 of assessed valuation. He continued that on a home valued at \$100,000 the current levy is \$173.85 and the increase will take that to \$182.00. He commented that all statutory notification activities had been completed.

Mayor Lord closed the Public Hearing at 6:12 p.m.

Council commented that the majority of new positions are public safety and the city has a number of projects coming online including the Recreation Center which requires support staff.

Council commented that developing the budget is a long process and the increase in

staffing is a result of big projects and growth.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Sheri Lauritano to APPROVE the Truth-in-Taxation increase of \$229,434 for FY2022. The motion carried as follows:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

NAY: Vice Mayor Bill Stipp

Passed

BUSINESS

5. TEMPORARY ASPHALT SIDEWALK SOUTH SIDE OF YUMA ROAD – CANYON TRAILS BOULEVARD TO SARIVAL AVENUE

City Traffic Engineer Hugh Bigalk presented information to Council regarding adding an asphalt sidewalk along Yuma Road from Canyon Trails Boulevard to Sarival Avenue. He continued that it is planned to be an 8 foot wide asphalt sidewalk and approximately 2,600 feet in length. He added that the permanent sidewalk isn't slated to be done until 2024. Mr. Bigalk added that the cost is estimated at \$200,000.

Council thanked staff and asked when the sidewalk would be completed. Mr. Bigalk responded that it is slated to be done this fiscal year and he will provide a timeline to the Council.

Council asked that staff contact the HOA and inform them of the project.

Council asked that staff look further east to add additional temporary sidewalks.

MOTION BY Councilmember Wally Campbell, SECONDED BY Vice Mayor Bill Stipp to APPROVE the creation of a new CIP project to construct temporary asphalt sidewalk on the South Side of Yuma Road – from Canyon Trails Boulevard to Sarival Avenue. The motion carried as follows:

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

Passed - Unanimously

6. SELECT A NEW VICE-MAYOR

City Clerk Darcie McCracken presented information about the Vice-Mayor term and added the staff recommendation to have the new terms coincide with the upcoming terms of Council.

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to APPOINT Brannon Hampton as Vice-Mayor for a term beginning June 18, 2021 and ending December 31, 2022. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Council thanked the Ballpark for their work on the graduations that took place at the facility.

Council thanked Parks and Recreation for the upcoming summer recreation programs.

City Manager Julie Karins informed Council that Recreation Superintendent Mike "The Albatross" Beadle would be making his national debut on American Ninja Warrior, where some of the most elite athletes in the country compete on the world's most difficult obstacle courses.

Council inquired as to when the section of Estrella Parkway south of the I10 would be completed. City Engineer Sumeet Mohan advised Council that it was scheduled to begin any day now and is scheduled to be completed this fiscal year.

FUTURE MEETINGS

June 14, 2021	Work Session	5:00 p.m.
June 21, 2021	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 6:28 p.m.

Darcie McCracken, City Clerk

Georgia Lord, 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 June 7, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

City Council Special Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, June 7, 2021

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 6:28 p.m.

ROLL CALL

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

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

BUSINESS

1. FINAL ADOPTION OF THE FY2022 BUDGET

Finance Director Doug Sandstrom addressed the Council advising that this was the vote on the Public Hearing item from the previous meeting and nothing had changed.

Vice-Mayor Stipp spoke about the budget and the missed opportunities to slow the growth of city government or reduce the tax burden on Goodyear residents and for those reasons he was opposed.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2021-2161 DETERMINING AND ADOPTING THE FINAL ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES BY THE CITY OF GOODYEAR FOR FY2022 BEGINNING JULY 1, 2021 AND ENDING JUNE 30, 2022. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton, Councilmember Laura Kaino

NAY: Vice Mayor Bill Stipp

Passed

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 6:32 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on June 7, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

AGENDA ITEM #: 3.
DATE: 06/21/2021
AI #:284



CITY COUNCIL ACTION REPORT

**SUBJECT: RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT)
LIQUOR LICENSE FOR CRACKER BARREL #277**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Andrea Dahlman Lewkowitz, agent/applicant, Cracker Barrel Old Country Store, Inc.

SUMMARY

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

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control of Application No. 148460 a request by Andrea Dahlman Lewkowitz, agent/applicant for Cracker Barrel Old Country Store, Inc., for a new Series 12 liquor license for Cracker Barrel #277, located at 1209 N Litchfield Rd., Goodyear, Arizona 85395 (Generally located on the east side of Litchfield Rd., approximately one-fifth of a mile south of McDowell Rd). (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 contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

Ms. Lewkowitz has applied for a new Series 12 liquor license for Cracker Barrel #277. This location is one of eight locations throughout the valley with other restaurants located in Buckeye, Glendale, Peoria, Phoenix (Deer Valley), Chandler, Mesa, and Gilbert.

The City Clerk's Office received the application from the DLLC on May 17, 2021. The applicant paid the \$635 application fee for the liquor license, and a public hearing notice was posted on the property on May 26, 2021, to comply with the State-mandated 20-day comment period. No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning and Zoning	None

Code Compliance	None
Building Safety	None

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.

The 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. Ms. Lewkowitz states that servers will either complete the Title IV or attend in-house liquor training by a manager who has completed the required training. A manager will be present on site during all business hours, and they will take the following steps to prevent the sale of alcohol to minors:

1. All guests who request to purchase alcohol will be required to show a valid ID.
2. Ensure all staff is trained to understand and follow the guidelines of Arizona liquor license laws.

There are no licensed childcare facilities, K-12 schools or churches within 300 feet of the location. The 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
Liquor License within One Mile Report
Liquor License Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 05/14/2021 @ 11:35:01 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CRACKER BARREL #277		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1209 N LITCHFIELD ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(623)856-5161		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
Alt. Phone:	
Email:	ANDREA@LEWKLaw.COM

OWNER

Name: CBOCS WEST INC
Contact Name: ANDREA.DAHLMAN LEWKOWITZ
Type: CORPORATION
AZ CC File Number: F07958430 State of Incorporation: NV
Incorporation Date: 12/31/1996
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
CRACKER BARREL OLD COUNTRY STORE INC	MEMEBER	100.00
RICHARD MICHAEL WOLFSON	DIRECTOR/SEC	
PAUL DOUGLAS COUVILLION	DIRECTOR/TRES	

CBOCS WEST INC - MEMEBER

Name: CRACKER BARREL OLD COUNTRY STORE INC
Contact Name: ANDREA LEWKOWITZ
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

**CBOCS WEST INC - DIRECTOR/TRES
CRACKER BARREL OLD COUNTRY STORE INC -
SVP**

Name: PAUL DOUGLAS COUVILLION
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICESNING@CRACKERBARREL.COM

**CRACKER BARREL OLD COUNTRY STORE INC -
Director,PRES,CEO**

Name: SANDRA BROPHY COCHRAN
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

**CRACKER BARREL OLD COUNTRY STORE INC -
Treasurer**

Name: KARA STRATTON JACOBS
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

**CBOCS WEST INC - DIRECTOR/SEC
CRACKER BARREL OLD COUNTRY STORE INC -
Secretary**

Name: RICHARD MICHAEL WOLFSON
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (615)444-5533
Alt. Phone:
Email: ALCOHOLLICENSING@CRACKERBARREL.COM

APPLICATION INFORMATION

Application Number: 148460
Application Type: New Application
Created Date: 04/15/2021

QUESTIONS & ANSWERS

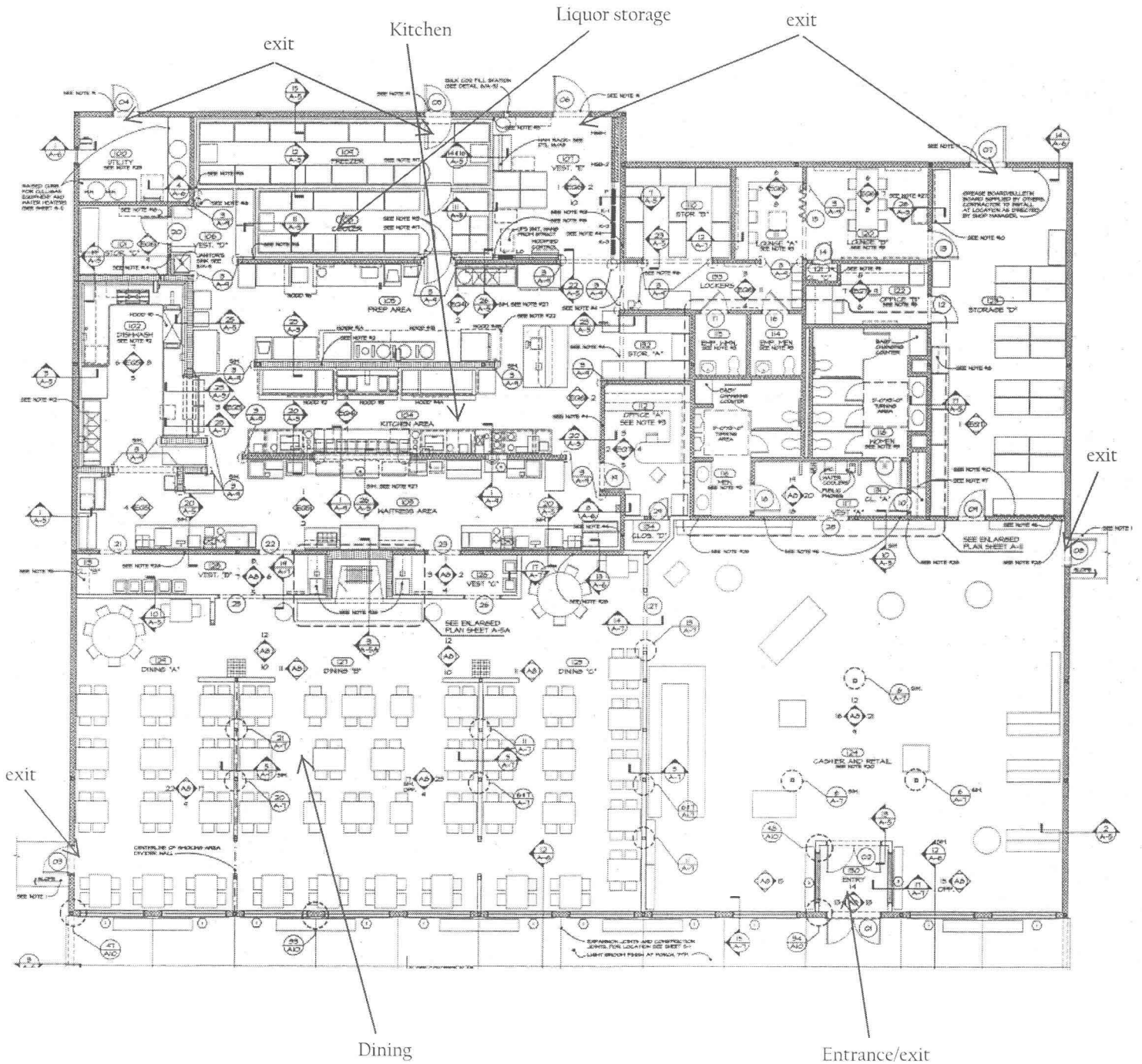
- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within 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.
0.00
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
NO PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	CBOCS West Inc._Ownership Chart.pdf	04/15/2021
RESTAURANT OPERATION PLAN	CB (Gdyr)_ROP.pdf	04/15/2021
MENU	CB_Menu.pdf	04/15/2021
RECORDS REQUIRED FOR AUDIT	CB (Gdyr)_Audit.pdf	04/15/2021
DIAGRAM/FLOOR PLAN	CB (Gdyr)_Premises Diagram.pdf	04/15/2021
QUESTIONNAIRE	CB (Gdyr)_Agt Andrea (Quest).pdf	04/15/2021
MISCELLANEOUS	CB (Gdyr)_Agt Andrea (Ltr).pdf	04/15/2021
QUESTIONNAIRE	CB (Gdyr)_CP Couvillion (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Gdyr)_CP Crocker (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Gdyr)_CP Jacobs (Quest).pdf	04/15/2021
QUESTIONNAIRE	CB (Gdyr)_CP Wolfson (Quest).pdf	04/15/2021
	CBOCS West Inc._Ownership Chart_May 7 21.pdf	05/11/2021
	CP Wolfson_signed statement.pdf	05/11/2021
	CP Couvillion_signed statement.pdf	05/11/2021
	CP Jacobs_signed statement.pdf	05/11/2021
	CP Cochran_signed statement.pdf	05/11/2021
	CB (Gdyr)_ROP (updated).pdf	05/11/2021

Cracker Barrel #277
1209 N. Litchfield Road
Goodyear, AZ 85395 | (623) 856-5161
9,416 sq ft

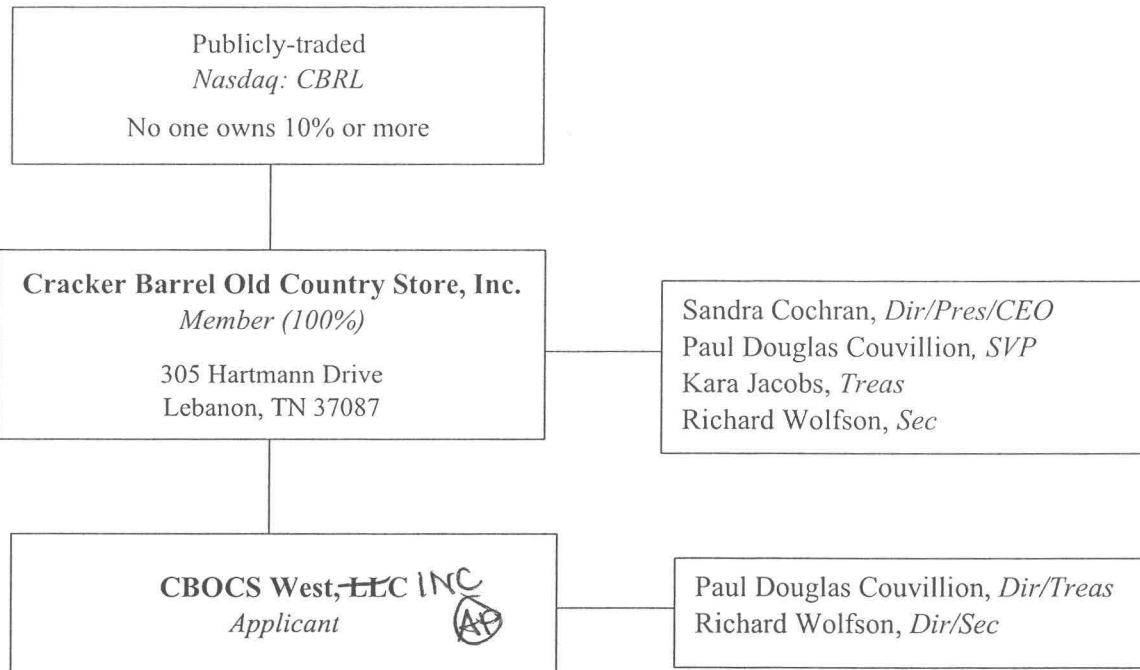
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CBOCS West, LLC INC
Ownership Chart 05/07/2021

per client

21 MAY 14 11:14 AM '14





21 MAY 14 11:47 AM

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ, 85007-2934
www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): CRACKER BARREL #277
2. List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	PRESSURE FRYER GRIDDLES
Oven	MICROWAVE OVEN POTATO OVEN
Freezer	REACH-IN FREEZER
Refrigerator	REACH-IN REFRIGERATOR (DELFIELD) SALAD TOP REFRIGERATOR
Sink	3-COMPARTMENT SINK WALL-MOUNTED HANK SINK 2-COMPARTMENT VEGETABLE SINK POULTRY SINK
Dish Washing Facilities	DISH CARTS UTENSIL RACK POT+PAN SANITIZER STATION
Food Preparation Counter (Dimensions)	WORK PREP TABLE WORK TABLES BAKER'S TABLE
Other	FOOD WARMER CONVEYOR TOASTER POTATO PEELER MIXER COFFEE DISPENSER + BREWER STEAM KETTLE SLICER SCALE BUTTER DIPPER LETTUCE CRISPER

3. Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
4. List the **seating capacity** for:
- a. Restaurant dining area of your premises: [178]
(Do not include patio seating)
- b. Bar area of your premises: [+ 0]
- c. Total dining and bar seating capacity of your premises: [= 178]
5. What Type of dinnerware and utensils are utilized within your restaurant?
- ☒ Reusable ☐ Disposable ☐ Both
6. 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?) _____%
7. What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 40 %

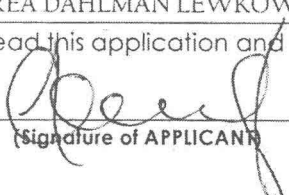
8. Does your restaurant contain any games, televisions, or any other entertainment? ☐ YES ☒ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

9. Do you have live entertainment or dancing? ☐ YES ☒ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	14
Bartenders	0
Hostesses	13
Managers	7
Servers	34
Other (TO GO)	4
Other (DISHWAHERS)	15
Other ()	

I, ANDREA DAHLMAN LEWKOWITZ, hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

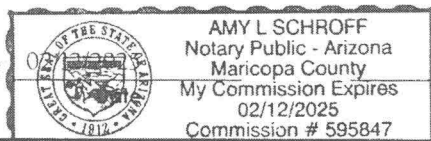
X 
(Signature of APPLICANT)

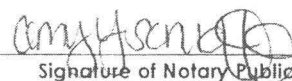
NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 14 day of APRIL 2021
Day Month Year

My Commission Expires on:




Signature of Notary Public



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

RECORDS REQUIRED FOR AUDIT
Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

MAKE A COPY OF THIS DOCUMENT AND KEEP IT WITH YOUR DLLC RECORDS

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:

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. 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
11. 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
12. 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

13. 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).**

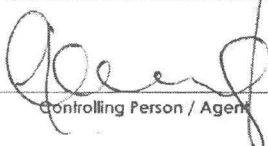
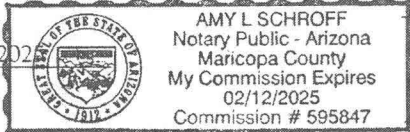
A.R.S. §4-210(A)7

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 other license that has been issued for the premises pursuant to this article.

NOTARY			
I, (Print Full Name) <u>ANDREA DAHLMAN LEWKOWITZ</u>		, have read and understand all aspects of this statement	
X (Signature) 	Controlling Person / Agent	State of <u>ARIZONA</u> County of <u>MARICOPA</u>	the foregoing instrument was acknowledged before me this
My commission expires on: <u>02/12/2025</u>		14 of APRIL 2021 Day Month Year	
		Signature of NOTARY PUBLIC 	

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

'21 MAY 14 L197. L1C. PM-1 114

Breakfast
Served all day

LOVE IS A WARM
BREAKFAST

ENJOY *every* LITTLE THING™

Southern
homestyle cooking
since 1969.



Traditional Favorites

Folks have been enjoying these favorites for years. We use ingredients like **Grade A farm fresh eggs**, **Coarse Ground Grits**, our own special **Golden Delicious Fried Apples**, **Thick-Sliced Hickory-Smoked Bacon** and **Country** or **Sugar Cured Ham**.

OLD TIMER'S BREAKFAST

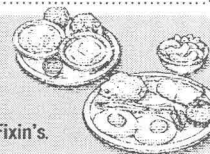
8.39

Two farm fresh eggs* with grits and your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal) *-plus-* **Turkey Sausage**, **Thick-Sliced Bacon**, **Link Sausage** or **Smoked Sausage Patties** (110-240 cal). Comes with **All the Fixin's**.

SUNRISE SAMPLER®

8.39

Two farm fresh eggs* served with grits, **Fried Apples**, and **Hashbrown Casserole** *-plus-* a sampling of **Thick-Sliced Bacon**, **Smoked Sausage**, **Country Ham** (930 cal). Comes with **All the Fixin's**.



GRANDPA'S COUNTRY FRIED BREAKFAST®

9.39

Two farm fresh eggs* with grits, and your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal) *-plus-* **Chicken Fried Chicken** or **Country Fried Steak** (590/600 cal). Comes with **All the Fixin's**.

THE CRACKER BARREL'S COUNTRY BOY BREAKFAST®

9.99

Enjoy three farm fresh eggs*, **Fried Apples**, **Hashbrown Casserole**, and grits (670 cal) *-plus-* **Sirloin Steak***, **Two Pork Chops** or **Country Ham** (320-540 cal). Comes with **All The Fixin's**.

FRESH START SAMPLER

8.69

Enjoy a mix of low-fat vanilla yogurt and **Fresh Seasonal Fruit** topped with honey oat, almond, and dried fruit granola. Served with two farm fresh eggs* (490 cal) *-plus-* our house-baked **Wild Maine Blueberry Muffin** (360 cal) *-and-* **Turkey Sausage**, **Thick-Sliced Bacon** or **Smoked Sausage Patties** (110-240 cal).



SMOKEHOUSE BREAKFAST®

7.39

Two farm fresh eggs* with grits (240 cal) *-plus-* **Turkey Sausage**, **Thick-Sliced Bacon**, **Link Sausage** or **Smoked Sausage Patties** (110-240 cal). Comes with **All the Fixin's**.

COUNTRY MORNING BREAKFAST

6.69

Two farm fresh eggs* *-plus-* grits (240 cal). Comes with **All the Fixin's**.

DOUBLE MEAT BREAKFAST

8.69

Three eggs* with grits *-plus-* a full order of **Thick-Sliced Bacon** and **Smoked Sausage Patties** (750 cal). Comes with **All the Fixin's**.

UNCLE HERSCHEL'S FAVORITE®

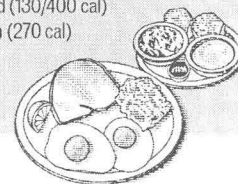
8.39

Two farm fresh eggs* with grits *-plus-* your choice of **Fried Apples** or **Hashbrown Casserole** (410/430 cal) *-and your choice of meat-*

Sugar Cured Ham (180 cal)
8 oz. Hamburger Steak** (440 cal)
Fried Chicken Tenderloins (420 cal)

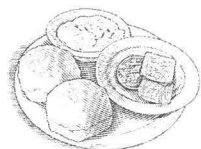
U.S. Catfish Fillet Grilled or Fried (130/400 cal)
Hickory-Smoked Country Ham (270 cal)
Grilled Pork Chop (250 cal)

Comes with **All the Fixin's**.



ALL THE FIXIN'S

Includes **Homemade Buttermilk Biscuits** (160 cal each), **Sawmill Gravy** (160 cal) *-plus-* real butter and the best preserves n' jam we could find.



Loaded

HASHBROWN CASSEROLE

with bacon pieces n' extra cheese (350 cal). Upgrade your Hashbrown Casserole for 1.59. Add as a side 2.99

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.
**WE COOK OUR HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

Pancakes n' Such

Made with the finest ingredients and prepared fresh when you order. Each comes with a warm bottle of our 100% Pure Natural Syrup n' butter or any **Sweet Topping** of your choice.

New GRANDMA'S SAMPLER

9.49

Two **Buttermilk Pancakes** n' butter served with **two eggs*** and a sampling of **Thick-Sliced Bacon, Smoked Sausage, Sugar Cured or Country Ham** (960/1010 cal). Served with **Fried Apples** or **Hashbrown Casserole** (170/190 cal) and 100% Pure Natural Syrup.

BUTTERMILK PANCAKES WITH 100% PURE NATURAL SYRUP

6.89

Enjoy three golden **Buttermilk Pancakes** n' butter (740 cal)
-plus- 100% Pure Natural Syrup.

WILD MAINE BLUEBERRY PANCAKES

7.59

Three **Buttermilk Pancakes** n' butter filled with **Wild Maine Blueberries** (760 cal) -plus- Wild Maine Blueberry Syrup.

MOMMA'S PANCAKE BREAKFAST®

8.39

Three **Buttermilk Pancakes** topped with butter and served with **two eggs*** (890 cal)
-plus- **Thick-Sliced Bacon** or sausage (110-240 cal) and 100% Pure Natural Syrup.

BUTTERMILK PANCAKES WITH FRUIT TOPPINGS

6.89

Three of our **Buttermilk Pancakes** (630 cal)
-plus- your choice of any fruit **Sweet Topping**.

PECAN PANCAKES

7.59

Three **Buttermilk Pancakes** n' butter filled with **pecans** (1130 cal) -plus- 100% Pure Natural Syrup.

MOMMA'S FRENCH TOAST BREAKFAST®

8.39

Four slices of our Sourdough bread, **hand-dipped in eggs and grilled**, topped with butter and served with **two eggs*** (1010 cal)
-plus- **Thick-Sliced Bacon** or sausage (110-240 cal) and 100% Pure Natural Syrup.

FRENCH TOAST

7.39

Four slices of our Sourdough bread, **grilled and topped with butter** (860 cal)
-plus- 100% Pure Natural Syrup or any fruit **Sweet Topping**.

EGGS-IN-THE-BASKET

7.89

Two slices of Sourdough bread, each **grilled with an egg*** in the middle (430 cal), choice of **Fried Apples** or **Hashbrown Casserole** (170/190 cal)
-plus- **Thick-Sliced Bacon** or sausage (110-240 cal).

Add bacon or sausage (110-240 cal) 3.29 or add our Sugar Cured or Country Ham (180/270 cal) with any **French Toast** or **Pancake** 3.79.

Coffee n' Beverages

Crafted COFFEE

Traditional Espresso Beverages: Iced or Hot

Latte: Reg (90/140 cal), Vanilla (190/230 cal), Caramel (210/250 cal) 3.29

Mocha: Made with Chocolate (260/310 cal) 3.29

New Goo Goo® Cluster Latte: (260/280 cal) contains peanuts 3.59

CRACKER BARREL FRESHLY BREWED PREMIUM BLEND COFFEE

2.39 *bottomless refills*

Made with **100% Premium Quality Arabica Coffee Beans**
Regular or Decaf (0 cal)



JUICE

REG 2.49 (50-100 cal)

LRG 2.79 (100-210 cal)

100% Florida Orange, Apple,
Grapefruit, Tomato

MILK

REG 1.99 (90-230 cal)

LRG 2.99 (180-460 cal)

Skim, Reduced-Fat, Whole,
Chocolate

HOT TEA

2.49 *bottomless refills*

A selection of regular and decaffeinated teas
from Twinings® of London (0 cal)

CRACKER BARREL FRESHLY BREWED ICED TEA

bottomless refills

Unsweetened or Sweet (0/130 cal) 2.59

Raspberry (70 cal) 2.99



OLD-FASHIONED LEMONADE

bottomless refills

Regular (230 cal) 2.69

Raspberry (230 cal) 2.99

New CRAFTED SODAS BY BlueSky

2.59 *bottomless refills*

Blood Orange or Black Cherry (190 cal)

Blue Sky® Sodas are naturally flavored
and sweetened with 100% cane sugar.



SOFT DRINKS

2.59 *bottomless refills*

Coca-Cola®, Sprite, Mello Yello,

Dr Pepper, Diet Coke,

Diet Dr Pepper (0-230 cal)

Stewart's Bottled Sodas

2.79

Diet Root Beer, Root Beer,
Orange n' Cream (0-250 cal)

Chilled Apple Cider (210 cal)

2.79

English Mountain Bottled Water (0 cal)

2.79

Hot Chocolate (210/380 cal) **KID'S** 2.49 REG 2.99

Wholesome Fixin's®

HOMESTYLE MEALS WITH A LIGHTER TWIST.®

- 550 Calories or Less -



GOOD MORNING BREAKFAST

7.89

Two Scrambled Egg Whites, Coarse Ground Grits, a side of Fresh Seasonal Fruit, sliced tomatoes and Turkey Sausage (310 cal).

FRESH FRUIT N' YOGURT PARFAIT BREAKFAST

7.79

Low-fat vanilla yogurt and Fresh Seasonal Fruit topped with honey oats, almonds and dried fruit granola. Served with Two Scrambled Egg Whites and Turkey Sausage (510 cal).

APPLE N' CINNAMON OATMEAL

4.99

Hearty steel-cut oats simmered 'til creamy with dried cranberries, apples, golden raisins, cinnamon, and vanilla. Topped with roasted Fuji apples, dried cranberries, and pecans. Served with reduced-fat milk (340 cal). Add a Wild Maine Blueberry Muffin for 1.29 extra (360 cal).

	cal
Scrambled Egg Whites	60
Multigrain Toast	100

.....Tasty..... ALTERNATIVES

	cal
Turkey Sausage Patties	110
Low-Sugar Fruit Spread	10

Available as a substitute for like items at no extra charge.

Side Plates

		cal
Hashbrown Casserole	2.89	190
Loaded Hashbrown Casserole	2.99	350
topped with bacon pieces n' extra cheese		
Wild Maine Blueberry Muffin	2.59	360
Smoked Sausage Patties	3.29	240
Sausage Links	3.29	210
Thick-Sliced Bacon	3.29	210
Sugar Cured Ham	5.99	180
Country Ham	5.99	270
Grilled Pork Chop	5.99	250

		cal
Fried Apples	2.89	170
Bacon or Sausage with		
Fried Apples or Hashbrown Casserole	4.99	110-240
Country Ham n' Biscuit	2.69	240
Sausage n' Biscuit	2.49	280
Hashbrown Casserole,		
Fried Apples n' Biscuit	4.89	520
Two Eggs* n' Biscuits	4.89	460
Gravy n' Biscuits	3.99	710
Sawmill Gravy	1.79	160

		cal
Fresh Seasonal Fruit	2.89	50
Fresh Apple Slices	2.89	70
Two Eggs* any way you like 'em	2.89	150
Two Scrambled Egg Whites	2.89	60

		cal
Turkey Sausage Patties	3.29	110
Coarse Ground Grits	1.79	90
Yogurt n' Granola with almonds	2.89	190
Fresh Fruit n' Yogurt Parfait	3.99	330
with granola mix and almonds		

Sweet Toppings

We use the finest ingredients in our Sweet Toppings and serve them warm for you to enjoy.

	cal
100% Pure Natural Syrup	150
Dickinson's® Wild Maine Blueberry Syrup	200
Sugar-Free Syrup	15

Warm fruit toppings & real whipped cream:	cal
Country Peach	320
Sweet Blackberry	350
Cinnamon Spiced Apple	390

CRACKER BARREL
• Signature Items •

WHOLESOME FIXIN'S®
• Homestyle Meals With a Lighter Twist® •

WE WANT TO LET YOU KNOW THAT OUR HASHBROWN CASSEROLE IS MADE THE TRADITIONAL WAY USING MEAT SEASONINGS AND IS NOT STRICTLY VEGETARIAN. BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

Our Daily
DELIGHTS

New

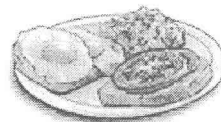
Sunrise Specials

4.99

Enjoy one of our satisfying country breakfast specials.

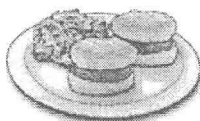
EGG SANDWICH

Two farm fresh eggs* served on seared Sourdough bread with tomato and mayo (480 cal) -plus- your choice of **Fried Apples** or **Hashbrown Casserole** (170/190 cal).



ONE EGG N' BACON OR SAUSAGE

One farm fresh egg* served with **Buttermilk Biscuits** (390 cal) -plus- one **Smoked Sausage Patty** or two slices of **Thick-Sliced Bacon** (50-140 cal), real butter and preserves.



New

MEAT BISCUITS N' HASHBROWN CASSEROLE OR FRIED APPLES

Two hand-rolled **Buttermilk Biscuits** with choice of **ham**, **Sausage Patty** or **Thick-Sliced Bacon** (210 - 280 cal each). Served with **Fried Apples** or **Hashbrown Casserole** (170/190 cal).

BISCUITS N' GRAVY WITH BACON OR SAUSAGE

Three hand-rolled **Buttermilk Biscuits** with our special **Sawmill Gravy** (710 cal) -plus- **Thick-Sliced Bacon** or **Smoked Sausage Patties** (110-240 cal).

APPLE N' CINNAMON OATMEAL

Hearty **steel-cut oats** simmered 'til creamy with dried cranberries, apples, golden raisins, cinnamon and vanilla. Topped with **roasted Fuji apples**, dried cranberries and pecans. Served with reduced-fat milk (340 cal).

Kid's Menu

Kids of all ages are welcome to order from these kid-sized portions of some of our favorite menu items.
(Does not include drink.)

TWO BUTTERMILK PANCAKES

4.79

topped with butter (530 cal) and served with syrup or any Sweet Topping

ONE BUTTERMILK PANCAKE

3.89

topped with butter (320 cal) and served with syrup or any Sweet Topping

CEREAL AND MILK

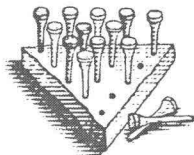
3.69

Cheerios* (120 cal) and choice of milk (90-150 cal)

ONE EGG N' BISCUIT

3.49

with one scrambled egg (230 cal), butter and jelly



FRESH FRUIT N' VANILLA YOGURT PARFAIT

3.99

with granola and chopped almonds (330 cal)

HALF ORDER OF SAUSAGE OR BACON

2.29

with any *Kid's breakfast*

Turkey Sausage: one patty (50 cal) Smoked Sausage: one patty (120 cal) Thick-Sliced Bacon: two slices (140 cal)



*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

1200 to 1400 calories a day is used for general nutrition advice for children aged 4-8 years, but calorie needs vary.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

Quality & Care We Love To Share

We are committed to providing our guests with high-quality, homestyle food. If we can't source ingredients that meet our high standards for a dish, we simply don't serve it. It's this dedication to quality, combined with our real homestyle recipes, that makes our country style cooking so authentic and delicious.

Introducing OUR DAILY DELIGHTS

4 ⁹⁹	5 ⁹⁹	7 ⁹⁹
breakfast	lunch	dinner

A FRESH TAKE ON BREAKFAST, WEEKDAY LUNCH SPECIALS
AND DINNERS WITH ENDLESS POSSIBILITIES.

Explore our Sunrise Specials, Weekday Lunch Specials and Country Dinner Plates sections of our menu for more.

From Our Table TO YOURS



Whether you're catering a special event,
hosting a holiday gathering, or
simply ordering dinner,
Cracker Barrel To-Go is your go-to
for quality homestyle meals.

Order online at
crackerbarreltogo.com

CRACKER BARREL BUNDLES Delivered to Your Door



Visit shop.crackerbarrel.com
for bundles featuring an assortment of our
hams, bacon, and pantry favorites.
They're great for your special occasion
at home or as a gift.

Country Breakfast Sampler: Country Ham Steaks, Cracker Barrel Fried Apples,
100% Pure Natural Syrup, Cracker Barrel Apple Butter, Country Bacon,
Cracker Barrel Pancake Mix, and Cracker Barrel Grits.

COME ON OVER AND VISIT WITH US SOME MORE.

You're always welcome.

crackerbarrel.com



Our Menus are printed on Recycled Paper including 30% Post Consumer Paper.
"Cracker Barrel Old Country Store," "Cracker Barrel To-Go," "Sunrise Sampler," "Grandpa's Country Fried Breakfast," "The Cracker Barrel's Country Boy Breakfast," "Smokehouse Breakfast,"
"Wholesome Farms," "Uncle Henschel's Favorites," "Momma's French Toast Breakfast," "Momma's Pancake Breakfast," "Homestyle Meals With A Little Twist," "Cracker Barrel," "Sunday Homestyle Chicken" and
"Enjoy Every Little Thing" are service marks/trademarks of CBOS Properties, Inc. ©2018 CBOS Properties, Inc.

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LUNCH & DINNER

SERVED DAILY AT 11AM



HOMESTYLE COOKING SINCE 1969



OLD COUNTRY STORE

Downhome Daily Dinner Deals

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER.

Monday

CHICKEN N' DUMPLINS

Our freshly prepared Chicken n' Dumplins slow simmered right in our kitchen (450 cal)
-plus- choice of two Country Sides. 7.49

Tuesday

MEATLOAF

Our special recipe Meatloaf with tomatoes, onions and green peppers (520 cal)
-plus- choice of two Country Sides. 8.99

Wednesday

BROCCOLI CHEDDAR CHICKEN

Oven-baked Broccoli Cheddar Chicken (690 cal) -plus- choice of two Country Sides. 9.99

Thursday

TURKEY N' DRESSING

Turkey n' Dressing in turkey gravy and served with Sweet Potato Casserole with pecans (820 cal)
-plus- choice of Country Side. 9.99

Friday

FISH FRY

Starting at 11 AM, we serve four Cod Fillets, hand-dipped in our own special batter and fried (730 cal) -plus- choice of two Country Sides. We suggest enjoying them with Steak Fries and Cole Slaw. 10.49

Saturday

COUNTRY FRIED PORK CHOPS

Starting at 11 AM, enjoy two crispy hand-breaded fried pork chops smothered in roasted pan gravy (1000 cal)
-plus- choice of two Country Sides. 10.49

Sunday

POT ROAST SUPPER

Starting at 11 AM, we serve our oven-braised beef roast with red potatoes, carrots, onions, celery and tomatoes in a savory beef broth (550 cal). 10.49

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.

Which might mean we don't have one of your favorites at times. Made from scratch has been part of Cracker Barrel for over fifty years and we like to think that's what folks have come to depend on.

Breakfast All Day

ENJOY SOME OF YOUR FAVORITE BREAKFAST ITEMS ALL DAY.

Full menu available upon request

GRANDMA'S SAMPLER

Two pancakes, two eggs*, a sampling of bacon, sausage and Sugar Cured or Country Ham (950/1000 cal) -plus- choice of Fried Apples or Hashbrown Casserole (170/190 cal). 9.99

MOMMA'S PANCAKE BREAKFAST®

Three pancakes and two eggs* (880 cal) -plus- choice of bacon or sausage (110-240 cal). 8.79

THE CRACKER BARREL'S COUNTRY BOY BREAKFAST®

Three eggs*, grits, Fried Apples, Hashbrown Casserole (660 cal) -plus- choice of Sirloin Steak*, Sugar Cured or Country Ham (350-540 cal), and All the Fixin's.† 10.99

† All The Fixin's Includes Biscuits (160 cal each) and Sawmill Gravy (160 cal) -plus- butter and the best Dickinson's* preserves n' jam we could find.

OLD TIMER'S BREAKFAST

Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal), choice of bacon, sausage or Grilled Southwestern Sausage (110-250 cal), and All the Fixin's.† 8.89

SUNRISE SAMPLER®

Two eggs*, grits, Fried Apples and Hashbrown Casserole -plus- a sampling of bacon, sausage and Country Ham (920 cal), and All the Fixin's.† 8.99

GRANDPA'S COUNTRY FRIED BREAKFAST®

Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal) -plus- choice of Country Fried Steak or Fried Chicken Tenders with Sawmill Gravy (600/710 cal) and All the Fixin's.† 9.99

MOMMA'S FRENCH TOAST BREAKFAST®

Four slices of Sourdough bread, dipped in eggs and grilled. Served with two eggs* (1000 cal) -plus- choice of bacon or sausage (110-240 cal). 8.89

UNCLE HERSCHEL'S FAVORITE®

Two eggs*, grits, choice of Fried Apples or Hashbrown Casserole (400/420 cal) -plus- choice of Sugar Cured or Country Ham, Grilled Southwestern Sausage, Hamburger Steak** (seasoned with garlic butter), U.S. Catfish Fillet (grilled or fried) or Fried Chicken Tenders (130-510 cal). Comes with All the Fixin's.† 9.49

BACON N' EGG HASHBROWN CASSEROLE

A double portion of our signature Hashbrown Casserole, griddled and layered with Colby cheese, farm fresh scrambled eggs and hickory smoked bacon all topped off with fried onions and diced tomatoes (980 cal). Served with Buttermilk Biscuits. 9.29

**WE COOK OUR HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

LD50_0121 2000 calories a day is used for general nutrition advice, but calorie needs vary. Additional nutrition information available upon request.

Cracker Barrel Favorites

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER.

COUNTRY FRIED STEAK

Country Side Choice **THREE** | **TWO**

USDA Choice steak, fried and topped with Sawmill Gravy (600 cal).

11.99 10.49

MEATLOAF

Our special recipe with tomatoes, onions and green peppers (520 cal).

10.99 9.79

ROAST BEEF

Thick-cut USDA Choice chuck roast, slow roasted up to 14 hours until fork tender (480 cal).

11.99 10.49

CHICKEN N' DUMPLINS

Slow simmered right in our kitchen (450 cal).

9.99 7.99

CHICKEN FRIED CHICKEN

A generous portion of our Sunday Homestyle Chicken® topped with Sawmill Gravy (1140 cal).

12.29 10.99

GRILLED CHICKEN TENDERS

Marinated and grilled (270 cal).

10.59 8.19

FRIED CHICKEN TENDERS

Crispy fried with BBQ or Honey Mustard sauce (710/850 cal).

10.59 8.19

U.S. FARM-RAISED CATFISH *choice of either:*

Two spicy grilled fillets (260 cal).

Two cornmeal crusted and fried fillets, served with tartar sauce for dipping (810 cal).

12.29 10.49

HAM

Sugar Cured or Hickory-Smoked Country (440/540 cal).

11.19 9.69

New

BARREL-CUT SUGAR HAM

A generous portion of our extra thick-sliced bone-in Sugar Ham steak (1020 cal).

Served with choice of three Country Sides. 15.29

CRACKER BARREL SAMPLER

A hearty portion of our Chicken n' Dumplins, Meatloaf and Sugar Cured or Country Ham (1300/1400 cal). Served with choice of three Country Sides. 14.99

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.

Which might mean we don't have one of your favorites at times. Fresh every day has been part of Cracker Barrel for over fifty years and we like to think that's what folks have come to depend on.

Signature Fried Chicken

SOUTHERN FRIED CHICKEN

A taste of true Southern tradition with four hand-breaded pieces of bone-in chicken, using our special recipe seasoning, then fried 'til golden and crispy (1640 cal). We pair it with honey for drizzling *-plus-* choice of two Country Sides. 10.99

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER.

SUNDAY HOMESTYLE CHICKEN®

Available Every Day

Two boneless chicken breasts, hand-dipped in our special buttermilk batter, breaded and deep fried to a crispy golden brown (1060 cal) *-plus-* choice of two Country Sides. 10.79



ITEMS UNDER 600 CALORIES AND LESS THAN 15 GRAMS OF FAT

BEFORE PLACING YOUR ORDER, PLEASE INFORM YOUR SERVER IF A PERSON IN YOUR PARTY HAS A FOOD ALLERGY.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

Home Cooked Classics Starting at \$7.99

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER.

MAPLE BACON GRILLED CHICKEN

Two grilled chicken breasts topped with sweet n' smoky maple glaze, bacon and melted cheese (850 cal) *-plus-* choice of two Country Sides. 9.49

HAMBURGER STEAK**

Half-pound Hamburger Steak (440 cal) seasoned with garlic butter *-plus-* choice of two Country Sides. 7.99
Make it smothered with sautéed onions and brown gravy (50 cal) for 1.00.

CHICKEN POT PIE

Slow-simmered chicken, potatoes, peas, carrots, celery and onions in a creamy sauce topped with a flaky pastry crust (960 cal). 8.99

U.S. FARM-RAISED CATFISH

One fillet either spicy grilled or cornmeal crusted and fried with tartar sauce for dipping (130/400 cal) *-plus-* choice of two Country Sides. 8.49

COUNTRY VEGETABLE PLATE

Choice of four Country Sides (40-340 cal each). 7.99

Southern Suppers

GRILLED SIRLOIN STEAK*

USDA Choice seasoned with garlic butter and grilled to order (350 cal) *-plus-* choice of three Country Sides. 13.49

LEMON PEPPER GRILLED RAINBOW TROUT

Two lightly seasoned boneless spring water trout fillets grilled until fork tender (330 cal) *-plus-* choice of two Country Sides. 10.89

BEANS N' GREENS

A cup of our Pinto Beans and Turnip Greens cooked with Country Ham. Served with an onion slice, chow chow relish and vinegar (410 cal). 7.59

CHILE JACK GRILLED CHICKEN

Our own marinated chicken tenders covered with Hatch Valley Green Chiles and plenty of Monterey Jack cheese with salsa on the side (440 cal) *-plus-* choice of three Country Sides. 10.69

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER.

HADDOCK

North Atlantic boneless whitefish fillet dusted in traditional cornmeal and flour mix and grilled until fork tender beneath a light, crispy crust (380 cal) *-plus-* choice of three Country Sides. 11.99

BOWL OF TURNIP GREENS

Simmered with Country Ham and served with an onion slice and vinegar (250 cal). 5.79

COUNTRY FRIED SHRIMP

Our buttermilk breaded fried shrimp served with hushpuppies (900 cal) *-plus-* choice of two Country Sides. 10.79

BOWL OF PINTO BEANS

Cooked with our Country Ham and served with an onion slice and chow chow relish (470 cal). 5.79

Vegetables n' Sides

WE PREPARE ALL OUR VEGETABLES THE TRADITIONAL COUNTRY WAY RIGHT IN OUR KITCHEN. SOME OF OUR OFFERINGS CONTAIN MEAT SEASONINGS AND ARE NOT VEGETARIAN.

COUNTRY SIDES

Choose from below to complete a meal that comes with a side choice.

Hashbrown Casserole (190 cal)

Mashed Potatoes (200 cal)

Steak Fries (340 cal)

Macaroni n' Cheese (270 cal)

Dumplings (210 cal)

Breaded Fried Okra (250 cal)

Sweet Whole Baby Carrots (90 cal)

Whole Kernel Corn (180 cal)

Pinto Beans (140 cal)

Country Green Beans (60 cal)

Fresh Steamed Broccoli (40 cal)

Turnip Greens (100 cal)

Cole Slaw (250 cal)

Fresh Seasonal Fruit (50 cal)

Fried Apples (170 cal)

Premium SIDES

Substitute your Country Side choice for 1.69

Loaded Baked Sweet Potato (620 cal) *New Recipe*
contains pecans

Loaded Baked Potato (520 cal) *New Recipe*

Loaded Hashbrown Casserole (350 cal)

SOUPS

Cup (80-440 cal) 3.99

Bowl (170-880 cal) 5.19

Be sure to ask which selections are available today.

HOUSE SALAD

Substitute your Country Side choice for 1.69 or **add** as a Side for 5.19
Enjoy fresh greens with Thick-Sliced Bacon pieces, cucumbers, tomatoes, Colby cheese and croutons (260-510 cal).

SOME OF OUR VEGETABLE OFFERINGS CONTAIN MEAT SEASONINGS AND ARE NOT VEGETARIAN.

**WE COOK OUR HAMBURGERS AND HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

..... Weekday Lunch Features Starting at \$5.99

SERVED WITH HAND-ROLLED BUTTERMILK BISCUITS (160 cal each) OR CORN MUFFINS (210 cal each) AND REAL BUTTER. *Available 11am - 4pm*

MONDAY-FRIDAY, PICK 2 COUNTRY COMBOS \$5.99 *Choose from any two of our lunch favorites:*

Country House Salad with Grilled Chicken (350-630 cal)
Cup of Soup (*selections vary daily*) (80-440 cal)

Loaded Baked Potato (520 cal)
Loaded Baked Sweet Potato (620 cal) *contains pecans*

MONDAY-FRIDAY, MEATLOAF \$5.99

Our homemade Meatloaf and Mashed Potatoes (460 cal)
-plus- choice of Country Side.

MONDAY-FRIDAY, CHICKEN N' DUMPLINS \$5.99

Slow simmered right in our kitchen (450 cal)
-plus- choice of Country Side.

Monday: **Chicken n' Dumplins** slow simmered right in our kitchen
 (450 cal) *-plus-* choice of Country Side. 5.99

Tuesday: Our homemade **Meatloaf** and
 Mashed Potatoes (460 cal) *-plus-* choice of Country Side. 5.99

Wednesday: Oven-baked **Broccoli Cheddar Chicken**
 (690 cal) *-plus-* choice of Country Side. 6.49

Thursday: **Turkey n' Dressing** smothered in turkey gravy and served
 with Sweet Potato Casserole with pecans (820 cal). 6.49

AT CRACKER BARREL, WE TAKE GREAT CARE THAT THE FOOD WE SERVE IS FRESHLY MADE IN OUR KITCHENS EVERY DAY.

Which might mean we don't have one of your favorites at times. Made from scratch has been part of Cracker Barrel
 for over fifty years and we like to think that's what folks have come to depend on.

Country Salads

EACH OF OUR SALADS INCLUDES YOUR CHOICE OF DRESSING.

HOMESTYLE CHICKEN SALAD

Crispy, golden-fried Sunday Homestyle Chicken® or Smoky Southern
 grilled chicken breast over fresh greens with cucumbers, grape
 tomatoes, Colby cheese, house-baked croutons
 and boiled eggs (930/550 cal)
-plus- crackers. 9.89

CHEF SALAD

Our fresh salad greens are topped with our own Oven
 Roasted Turkey Breast, pieces of Sugar Cured Ham and
 bacon, cucumbers, grape tomatoes,
 house-baked croutons and boiled eggs (570 cal)
-plus- crackers. 9.99

... Salad Dressings ...

Balsamic Herb Vinaigrette, Blue Cheese, Buttermilk Ranch, Honey Mustard (170-310 cal)

Sandwich n' Burger Platters

MADE TO ORDER AND SERVED WITH YOUR CHOICE OF A CUP OF SOUP OR ANY COUNTRY SIDE.

HOMESTYLE CHICKEN BLT

Crispy, golden-fried Sunday Homestyle Chicken® drizzled with our maple glaze, topped with bacon, lettuce, tomato, and
 sweet n' smoky mayo on a bun (1180 cal). We suggest enjoying it with Steak Fries. *Or try it with our grilled chicken breast* (800 cal). 8.99

THE BARREL CHEESEBURGER**

Our juicy grilled to order patty is seasoned and seared on our flat top grill,
 topped with melted Colby cheese, Duke's® Mayonnaise, lettuce and tomato stacked
 on a bun (990 cal). We suggest enjoying it with Steak Fries. 8.99
 Add Thick-Sliced Bacon (140 cal) for 1.00.

CHILE JACK CHICKEN

Our grilled chicken tenders on seared Sourdough
 bread with Hatch Valley Green Chiles and Monterey
 Jack cheese (660 cal). 9.19

**WE COOK OUR HAMBURGERS AND HAMBURGER STEAKS MEDIUM, MEDIUM WELL AND WELL DONE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

2000 calories a day is used for general nutrition advice, but calorie needs vary.

New Kid's Menu

KIDS OF ALL AGES ARE WELCOME TO ORDER FROM THESE KID-SIZED PORTIONS OF SOME OF OUR FAVORITE MENU ITEMS. BEVERAGE INCLUDED. SELECT DRINKS AVAILABLE (0-280 cal).

Lil' Barrel Cheeseburgers[^] 5.19
Two mini burgers with American cheese on slider buns (580 cal).
Served with a side of Tater Rounds (170 cal).

Grilled Cheese Sandwich 4.99
Made with American cheese on grilled Sourdough bread (480 cal).
Served with a side of Tater Rounds (170 cal).

..... Items below served with a **Buttermilk Biscuit** (160 cal) or **Corn Muffin** (210 cal).

Fried Chicken Tenders 5.69
Your choice of BBQ or Honey Mustard sauce (390/530 cal).
Served with a side of Tater Rounds (170 cal).

Grilled Chicken Tenders (140 cal) 5.69
Served with a side of Tater Rounds (170 cal).

Crispy Rockin' Shrimp 5.99
Crispy Fried Shrimp with a side of Tater Rounds, a hushpuppy and
cocktail sauce (540 cal).

Mmmm Mac n' Cheese 4.99
A kid's size version of our beloved Mac n' Cheese (540 cal).

Veggie Plate 4.69
Choice of two Country Sides (40-340 cal each).

Dessert

Dirt Cup Desert 2.79
Layers of chocolate pudding, chocolate cookie crumbs and gummy worms (430 cal).

[^]ALL KID'S HAMBURGERS ARE COOKED WELL DONE.

1200 to 1400 calories a day is used for general nutrition advice for children aged 4-8 years, but calorie needs vary.

Iced Tea n' Beverages

SOFT DRINKS

Bottomless Refills

Coca-Cola, Sprite, Mello Yello,
Dr Pepper, Diet Coke, Coca-Cola[®] Zero Sugar,
Coca-Cola[®] Cherry, Seagram's Ginger Ale
(0-280 cal) 2.79

Crafted COFFEE

Traditional Espresso Beverages: Iced or Hot
Latte: Reg, Vanilla, Caramel (90-250 cal) 3.39
Mocha: Made with Chocolate (260/310 cal) 3.39

CRACKER BARREL FRESHLY BREWED ICED TEA

Bottomless Refills

Unsweetened or Sweet (0/130 cal) 2.79

OLD-FASHIONED LEMONADE

Bottomless Refills

(230 cal) 2.79

FRESHLY BREWED COFFEE

Bottomless Refills

Made with 100% Premium Quality
Arabica Coffee Beans.

Regular or **Decaf** (0 cal) 2.59

JUICE

REG 2.59 | LRG 2.89
(100 cal) | (200/210 cal)
100% Florida Orange or **Apple**

MILK

REG 2.19 | LRG 2.99
(90-230 cal) | (180-460 cal)
Skim, Reduced-Fat, Whole, Chocolate

HOT CHOCOLATE

KID'S 2.49 | REG 2.99
Topped with whipped cream (210/380 cal)

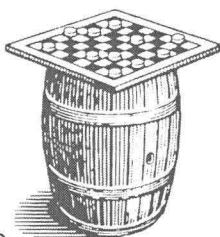
HOT TEA

Bottomless Refills

from Twinings[®] of London (0 cal) 2.59

STEWART'S BOTTLED SODA

Root Beer
(210 cal) 2.89



What's in a Name?

LOTS OF FOLKS ASK US HOW WE GOT OUR NAME. IT'S SIMPLE - BACK IN THE OLD DAYS, CRACKERS WERE SHIPPED IN BARRELS TO COUNTRY STORES. WHEN THE BARRELS WERE EMPTY, THEY WERE USED AS A PLACE TO HOLD A CHECKERBOARD, A CONVERSATION OR BOTH. WE'D LIKE TO THINK SOME THINGS NEVER CHANGE.

*MAY BE COOKED TO ORDER. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH, OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS.

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"Cracker Barrel Old Country Store," "Sunrise Sampler," "The Cracker Barrel's Country Boy Breakfast," "Smokehouse Breakfast," "Uncle Herschel's Favorite," "Momma's French Toast Breakfast," "Momma's Pancake Breakfast," "Cracker Barrel," and "Sunday Homestyle Chicken" are service marks/trademarks of CBOCS, Inc. ©2021 CBOCS Properties, Inc.

2000 calories a day is used for general nutrition advice, but calorie needs vary.



21 MAY 14 LIT. LIC. PM 1 14

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

Fp Current 10/18/19

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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 may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☐ Controlling Person

☒ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: LEWKOWITZ ANDREA DAHLMAN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: ARIZONA

4. Place of birth: MANKATO MN USA Height: 5' 8" Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 04/1961

7. Daytime telephone number: (602) 200-7222 E-mail address: andrea@lewklaw.com

8. Business Name: CRACKER BARREL #277 Business Phone: 623 / 856 / 5161

9. Business Location Address: 1209 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 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 residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2004	CURRENT	ATTORNEY	LEWKOWITZ LAW OFFICE PLC 2600 N CENTRAL AVENUE, STE. 1775, PHOENIX, AZ 85004

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
02/1999	CURRENT	5745 N 25th STREET, PHOENIX, AZ 85016

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating 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 & Management Liquor Law Training Course within the past 3 years? ☐ 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 summonses 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.

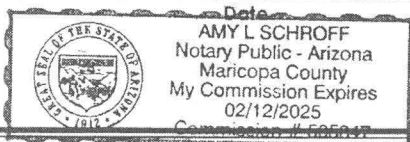
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) ANDREA DAHLMAN LEWKOWITZ hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature] State of ARIZONA County of MARICOPA
The foregoing instrument was acknowledged before me this

My Commission Expires on: 02/12/2025 14 Day of APRIL, 2021
Date Month Year



[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: _____ SIGNATURE: _____

'21 MAY 14 Lir. Lic. PM 1:14



2600 North Central Avenue
Suite 1775
Phoenix, Arizona 85004
602.200.7222
602.200.7234
www.lewkowitzlaw.com

Andrea D. Lewkowitz
H.J. Lewkowitz

April 14, 2021

Jennifer Benson, Licensing Manager
Department of Liquor Licensing & Control
800 West Washington Street, 5th Floor
Phoenix, Arizona 85007

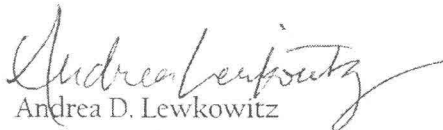
Re: Alien Status Form and Passport

Dear Ms. Benson:

My completed Alien Status form and a copy of my passport are on file at the Arizona Department of Liquor Licenses and Control.

If you require more information from me, please call. Thank you!

Sincerely,


Andrea D. Lewkowitz

ADL/als

21 MAY 14 14. Lic. PM 1 14



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
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(602) 542-5141

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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 may be given to law enforcement agencies for background checks only.

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: COUVILLON PAUL DOUGLAS Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: BATON ROUGE LA USA Height: 5' 10" Weight: 205 Eyes: BLU Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: COUVILLON AMY COLLEEN Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #277 Business Phone: 623 / 856 / 5161

9. Business Location Address: 1209 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 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 residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	SVP	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
08/2008	CURRENT	176 ASHLAND POINT, HENDERSONVILLE, TN 37075

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating 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 & Management Liquor Law Training Course within the past 3 years? ☐ 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 summonses 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

NOTARY

I (Print Full Name) PAUL DOUGLAS COUVILLION hereby declare that I am the Agent/ Controlling Person / Premises Manager filling this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

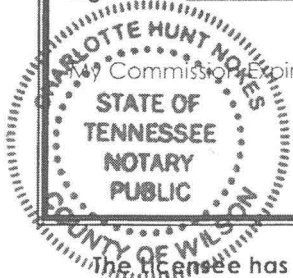
State of Tennessee County of Wilson
The foregoing instrument was acknowledged before me this

Commission Expires on: 12/22/2021

Date

26th Day of March 2021
Day Month Year

Charlotte H. Nokes
Signature of Notary



The licensee has authorized the person named on this questionnaire to act as manager for the above license.

PRINT NAME: N/A

SIGNATURE: _____

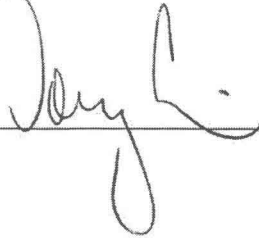
'21 MAY 14 Lir. Lic. PM 1:14

Paul Douglas Couvillion

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained

Signed



Date

3/26/2024

21 MAY 14 Lique. Lic. PM 1:15



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210
Type or Print with Black Ink

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ATTENTION APPLICANT: This is a legally binding document. Please type or print in black ink. 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.

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Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: COCHRAN SANDRA BROPHY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: COLUMBUS GA USA Height: 5' 6" Weight: 140 Eyes: GRN Hair: BLN
City State COUNTRY (not county)

5. Name of current/most recent spouse: COCHRAN DONALD QUINTON Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #277 Business Phone: 623 / 856 / 5161

9. Business Location Address: 1209 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 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 residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
04/2009	CURRENT	CEO/PRESIDENT	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/2010	CURRENT	4501 HARPETH HILLS DRIVE, NASHVILLE, TN 37215

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating 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 & Management Liquor Law Training Course within the past 3 years? ☐ 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 summonses 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

NOTARY

I (Print Full Name) SANDRA BROPHY COCHRAN hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

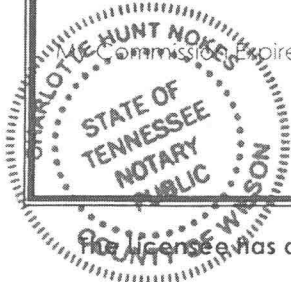
Signature: Sandra Brophy Cochran

State of Tennessee County of Wilson

The foregoing instrument was acknowledged before me this

26th Day of March, 2021

Charleth H. Nokes
Signature of Notary



The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A

SIGNATURE: _____

'21 MAY 14 Lir. Lic. PM 1:15

Sandra Brophy Cochran

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed *Sandra Blee*

Date 3/26/21

21 MAY 14 11:47. Lic. PM 11:15



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with Black Ink

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: JACOBS KARA STRATTON Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: TN

4. Place of birth: NASHVILLE TN USA Height: 5' 8" Weight: 130 Eyes: GRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: JACOBS ASHLEY HANSON Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #277 Business Phone: 623 / 856 / 5161

9. Business Location Address: 1209 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 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 residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
01/2001	CURRENT	TREAS/VP	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2018	CURRENT	922 MONTROSE AVENUE, NASHVILLE, TN 37204
07/2018	10/2018	2310 12th Avenue S. Nashville, TN 37204
08/2013	07/2018	202 Higginson Place S. Gallatin, TN 37066

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating 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 & Management Liquor Law Training Course within the past 3 years? ☐ 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 summonses 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.

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NOTARY

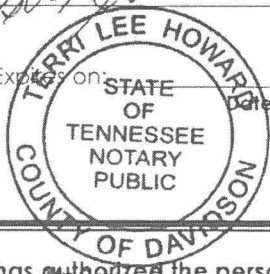
I (Print Full Name) **KARA STRATTON JACOBS** hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of Tennessee County of Davidson
The foregoing instrument was acknowledged before me this

My Commission Expires on: 1/8/24

29 Day of March, 2021
Day Month Year



[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

My Comm. Expires 1/8/2024

PRINT NAME: N/A

SIGNATURE: _____

21 MAY 14 11:47 AM 115

Kara Stratton Jacobs

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed



Date

3/29/21



Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

'21 MAY 14 147. LIT. PM 1:15

QUESTIONNAIRE
A.R.S. § 4-202, 4-210
Type or Print with Black Ink

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Liquor License#: SERIES 12 | PENDING

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: WOLFSON RICHARD MICHAEL Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security # [REDACTED] Driver License # [REDACTED] State: TN

4. Place of birth: NEW YORK NY USA Height: 6' 4" Weight: 185 Eyes: GRN Hair: BRN
City State COUNTRY (not county)

5. Name of current/most recent spouse: WOLFSON LOU ANNE COREY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☐ Yes ☒ No If yes, what is your date of residency: _____

7. Daytime telephone number: (615) 444-5533 E-mail address: alcohollicensing@crackerbarrel.com

8. Business Name: CRACKER BARREL #277 Business Phone: 623 / 856 / 5161

9. Business Location Address: 1209 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 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 residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/2017	CURRENT	SR VP/SEC/GC	CRACKER BARREL OLD COUNTRY STORE, INC. 305 HARTMANN DRIVE, LEBANON, TN 37087
04/2017	08/2017	N/A	4012 COPELAND DRIVE, NASHVILLE, TN 37215
11/2005	04/2017	CLARCOR, INC.	840 CRESCENT DRIVE, #600, FRANKLIN, TN 37067

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
09/2000	CURRENT	4012 COPELAND DRIVE, NASHVILLE, TN 37215

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating 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 & Management Liquor Law Training Course within the past 3 years? ☐ Yes ☐ No
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15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202,4-210 ☐ Yes ☒ No
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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

NOTARY

I (Print Full Name) RICHARD MICHAEL WOLFSON hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

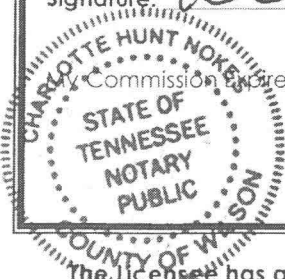
State of Tennessee County of Wilson
The foregoing instrument was acknowledged before me this

Commission Expires on: 12/22/2021

Date

29th Day of March, 2021
Day Month Year

Charlotte H. Nokes
Signature of Notary



The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: N/A

SIGNATURE: _____

'21 MAY 14 11:47 AM 115

Richard Michael Wolfson

Question #18 Statement

CBOCS West, Inc. may have within the past 5 years been denied a business or professional license due to a variety of reasons, including but not limited to a store being unable to meet statutory requirements. Records of such denials are not maintained.

Signed



Date

3/29/2021

Liquor Licenses within One Mile

Applicant Address: 1209 N. Litchfield Rd., Goodyear, AZ 85395

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
Circle K Store #9177	1264 N. Litchfield Rd.	619 ft	10
Raul & Theresa's	1363 N. Litchfield Rd.	742 ft	12
Chili's Grill & Bar #608	1371 N. Litchfield Rd.	1,006 ft	12
Macayo Restaurant	1474 N. Litchfield Rd.	1,507 ft	12, 12G
Total Wine & More #1008	1416 N. Litchfield Rd.	1,703 ft	9, 9S
Hayashi Hibachi	1480 N. Litchfield Rd.	1,703 ft	12
Rudy's Country Store & Bar B Que	845 N. Litchfield Rd.	1,763 ft	7
Target #1242	1515 N. Litchfield Rd.	1,830 ft	10
Chipotle Mexican Grill #542	1560 N. Litchfield Rd.	1,881 ft	12
Applebee's Neighborhood Grill & Bar	13832 W. McDowell Rd.	2,366 ft	12
Black Angus Steakhouse	13766 W. McDowell Rd.	2,470 ft	12
Gus's New York Pizza & Bar	13824 W. McDowell Rd. #A100	2,581 ft	12
Haymaker Restaurant Co.	1800 N. Litchfield Rd.	3,038 ft	12
Circle K Store #9180	315 N. Litchfield Rd.	3,992 ft	10
Angry Crab Shack Restaurant	310 N. Litchfield Rd.	4,139 ft	12
Booty's Wings Burgers & Beer	13375 W. McDowell Rd. STE 101	4,153 ft	12
99 Cents Only Store #231	13540 W. Van Buren St.	4,471 ft	10
Manuel's Mexican Food Restaurant	13319 W. McDowell Rd.	4,548 ft	12
Buffalo Wild Wings	13311 W. McDowell Rd.	4,686 ft	12
Sal's Tuscan Grill	13291 W. McDowell Rd. #E7	4,782 ft	12
Palm Valley Golf Club	2211 N. Litchfield Rd.	4,953 ft	6

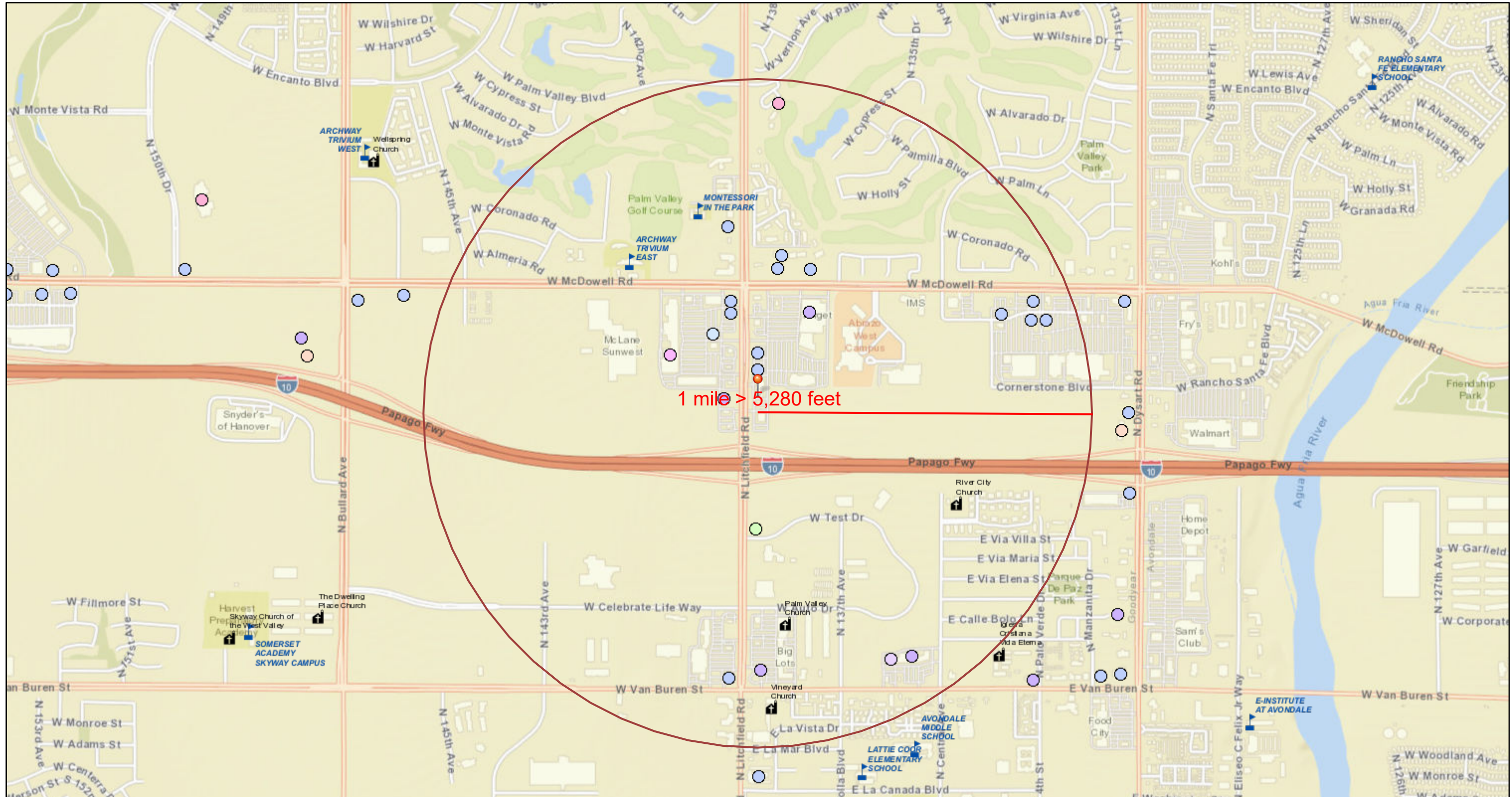
Places of Worship			
Palm Valley Church	431 N. Litchfield Rd.	3,282 ft	
River City Church	1781 N. Central Ave.	3,394 ft	
Vineyard Church	255 N. Litchfield Rd.	4,573 ft	

Schools			
Archway Trivium East	14130 W. McDowell Rd.	3,181 ft	
Montessori In The Park	1832 N. Litchfield Rd.	3,388 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)

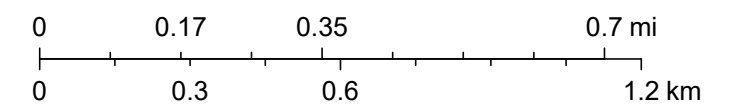
Liquor License Evaluation - Cracker Barrel #277



6/11/2021 9:56:16 AM

1:18,056

- | | | | |
|--|------------------------------|-----------------------|--------------------|
| Schools | Beer and Wine Bar | Government | Microbrewery |
| Places of Worship | Beer and Wine Store | Hotel / Motel | Restaurant |
| February 2021 Liquor License Locations | Beer and Wine Store Sampling | Liquor Store | Restaurant Growler |
| #N/A | Club | Liquor Store Sampling | UNKNOWN |
| Bar | | | |



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, City of Goodyear

AGENDA ITEM #: 4.
DATE: 06/21/2021
AI #:300



CITY COUNCIL ACTION REPORT

SUBJECT: CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

STAFF PRESENTER(S): Rosalva Zimmerman, Assistant to the Mayor

SUMMARY

Recognize the City Council subcommittee appointments for FY2022 as follows.

Community Funding Committee:

Councilmember Joe Pizzillo
Councilmember Wally Campbell
Councilmember Laura Kaino

Boards and Commissions Selection Committee:

Councilmember Sheri Lauritano
Councilmember Wally Campbell
Councilmember Laura Kaino

City Audit Committee:

Councilmember Joe Pizzillo
Councilmember Sheri Lauritano
Councilmember Brannon Hampton

Goodyear Public Safety Retirement Board:

Councilmember Laura Kaino

In accordance with A.R.S. §38-847, Mayor Lord has designated Councilmember Kaino as chairperson of the Goodyear Public Safety Personnel Retirement System Board.

Recommendation

Recognize the City Council subcommittee appointments for FY2022. (Rosalva Zimmerman, Assistant to the Mayor)

FISCAL IMPACT

None.

BACKGROUND AND PREVIOUS ACTIONS

At the end of each fiscal year, the Mayor may modify the composition of the City Council subcommittees. Mayor Lord considers the City Council preferences and interests when reviewing and determining the annual appointments.

STAFF ANALYSIS

None.

AGENDA ITEM #: 5.
DATE: 06/21/2021
AI #:342



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF EASEMENTS FOR THE LAKIN PARK DEVELOPMENT

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

SUMMARY

Acceptance of a Wastewater Line, Water Line and Access Facilities Easement and a Wastewater Line and Access Facilities Easement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company; and a Wastewater Line and Access Facilities Easement from W/C Lakin Owner VIII, L.L.C., a Delaware limited liability company required for the development of Lakin Park.

Recommendation

Accept a Wastewater Line, Water Line and Access Facilities Easement and a Wastewater Line and Access Facilities Easement from W/C Lakin 1B VIII, LLC, a Delaware limited liability company; and a Wastewater Line and Access Facilities Easement from W/C Lakin Owner VIII, L.L.C., a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2021 of future years with the acceptance of these easements.

BACKGROUND AND PREVIOUS ACTIONS

W/C Lakin Owner VIII, L.L.C., a Delaware limited liability company and W/C Lakin 1B VIII, LLC, a Delaware limited liability company (collectively "Lakin") are the owners of the property known as Lakin Park. Lakin is in the process of developing Phase 1 of Lakin Park which consists of an approximate 85 acre industrial site located at the southwest corner of MC-85 and Cotton Lane. A Minor Land Division for Lakin Park – Phase 1 was administratively approved and recorded in the official records of Maricopa County at Book 1588 page 30, instrument number 2021-0480315 on April 29, 2021.

Lakin is responsible for the design and construction of infrastructure required for the city to serve Lakin Park, including wastewater and water lines. Lakin has provided the required wastewater and water easements.

STAFF ANALYSIS

The construction of the wastewater and water lines are a critical component of the Lakin Park infrastructure. The City has reviewed the construction plans and has required the Wastewater Line, Water Line and Access Facilities Easement and the two Wastewater Line and Access Facilities Easements be dedicated to the City as part of the construction permitting process.

Attachments

Wastewater, Water and Access Easement W/C Lakin 1B VIII

Wastewater and Access Easement W/C Lakin 1B VIII

Wastewater and Access Easement W/C Lakin Owner VIII

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-94

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE, WATER LINE AND ACCESS FACILITIES EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **W/C LAKIN 1B VIII, LLC, a Delaware limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line, Water Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Wastewater Line, Water Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing and/or replacing: underground wastewater/sewer lines, appurtenances to such wastewater/sewer lines, underground water lines, appurtenances to such water lines, and access facilities that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines and water lines (collectively "GRANTEE'S Utility Facilities") within, on, across, over and under the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than GRANTEE'S Utility Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area. GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE'S rights under this Wastewater Line, Water Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE'S Utility Facilities constructed within the Easement Area, and do not interfere with GRANTEE'S access to GRANTEE'S Utility Facilities.

This Wastewater Line, Water Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 3 day of JUNE, 2021.

GRANTOR:
W/C LAKIN 1B VIII, LLC,
a Delaware limited liability company

By: W/C Lakin JV VIII, L.L.C.,
a Delaware limited liability company,
Its sole member

By: W Lakin Investors VIII, L.L.C.,
a Delaware limited liability company,
Its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
Its sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
Its Managing Member

By: Walton Street Managers, VIII, L.P.,
a Delaware limited partnership,
Its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
Its General Partner

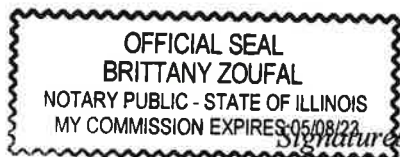
By: [Signature]
Name: James J. Holmes
Title: Vice President

State of Illinois)
) ss.
County of Cook)

On June 3, 2021, before me, Brittany Zoufal, a Notary Public in and
for said state, personally appeared James J. Holmes, personally known to me (or proved to me on the
basis of satisfactory evidence) to the person whose name is subscribed to the within instrument (Wastewater Line,
Water Line and Access Facilities Easement) and acknowledged to me that he executed the same in his authorized
capacity and that by his signature on the instrument, the persons, or the entity upon behalf of which he acted,
executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the ____ day of _____, 20 ____.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Wastewater Line, Water Line and Access Facilities Easement) was acknowledged before me this ____ day of _____, 20 ____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**LAKIN PARK
PARCEL 1 WATER & SEWER EASEMENT
LEGAL DESCRIPTION**

A portion of land being situated within the Northeast Quarter of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 26 from which a found 3 inch Maricopa County Department of Transportation brass cap accepted as the Northeast corner thereof bears North 00°24'12" East, 2642.23 feet;

Thence North 00°24'12" East, 813.18 feet along the east line of the Northeast Quarter of said Section 26;

Thence leaving said east line, North 89°35'48" West, 121.24 feet to the westerly Right of Way line of Cotton Lane, being the **POINT OF BEGINNING**;

Thence South 01°33'07" West, 28.28 feet along said westerly Right of Way line;

Thence leaving said westerly Right of Way line, South 46°33'07" West, 99.33 feet;

Thence South 69°03'07" West, 51.48 feet;

Thence North 20°56'28" West, 20.00 feet;

Thence North 69°03'07" East, 47.50 feet;

Thence North 46°33'07" East, 115.35 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 3,137 sq. ft. (0.0720 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: April 2021





NE COR SEC 26,
T1N, R2W FOUND 3"
MCDOT BRASS CAP



1829.05'

P.O.B.

N89°35'48"W
121.24'

N00°24'12"E 2642.23'

813.18'

COTTON LANE

W/C LAKIN 1B VIII LLC
DOC #2021-0208367, MCR

L6

L2

L5

L3

W/C LAKIN OWNER VIII LLC
DOC #2020-0039210, MCR



E 1/4 COR SEC 26,
T1N, R2W FOUND 3"
MCDOT BRASS CAP
IN HAND HOLE,
P.O.C.



P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 1 OF 2

PROJ.NO.: 1981	LAKIN PARK PARCEL 1 WATER & SEWER EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: BJB		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S01°33'07"W	28.28'
L2	S46°33'07"W	99.33'
L3	S69°03'07"W	51.48'
L4	N20°56'28"W	20.00'
L5	N69°03'07"E	47.50'
L6	N46°33'07"E	115.35'



PAGE 2 OF 2

PROJ.NO.: 1981	LAKIN PARK PARCEL 1 WATER & SEWER EASEMENT GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: NONE		
DRAWN BY: GS		
CHECKED BY: BJB		

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-94

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **W/C LAKIN 1B VIII, LLC, a Delaware limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing and/or replacing: underground wastewater/sewer lines, appurtenances to such wastewater/sewer lines, and access facilities that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines (collectively "GRANTEE'S Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than GRANTEE'S Wastewater Line and Access Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area. GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE'S rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE'S Wastewater Line and Access Facilities constructed within the Easement Area, and do not interfere with GRANTEE'S access to GRANTEE'S Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 3 day of JUNE, 20 21.

GRANTOR:

W/C LAKIN 1B VIII, LLC,
a Delaware limited liability company

By: W/C Lakin JV VIII, L.L.C.,
a Delaware limited liability company,
Its sole member

By: W Lakin Investors VIII, L.L.C.,
a Delaware limited liability company,
Its Authorized Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
Its sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
Its Managing Member

By: Walton Street Managers, VIII, L.P.,
a Delaware limited partnership,
Its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
Its General Partner

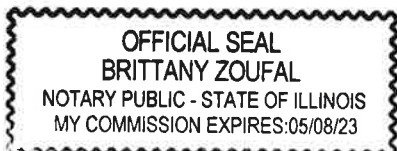
By: [Signature]
Name: James J. Holmes
Title: Vice President

State of Illinois)
) ss.
County of Cook)

On June 3, 2021, before me, Brittany Zoufal, a Notary Public in and for said state, personally appeared James J. Holmes, personally known to me (or proved to me on the basis of satisfactory evidence) to the person whose name is subscribed to the within instrument (Wastewater Line and Access Facilities Easement) and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the persons, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By:_____

Its:_____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Wastewater Line and Access Facilities Easement) was acknowledged before me this ____ day of _____, 20____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**LAKIN PARK
SEWER EASEMENT
LEGAL DESCRIPTION**

Those portions of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

Parcel 1:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 26 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner thereof bears North 00°24'12" East, 2642.23 feet;

Thence North 00°24'12" East, 675.02 feet along the east line of the Northeast Quarter of said Section 26;

Thence leaving said east line, North 89°35'48" West, 156.76 feet to the **POINT OF BEGINNING**;

Thence South 05°51'55" East, 13.28 feet;

Thence South 67°16'11" West, 43.67 feet to a non-tangent curve, concave northwesterly, having a radius of 73.00 feet, the center of which bears North 39°12'31" West;

Thence northeasterly along said curve, through a central angle of 30°41'06", an arc length of 39.10 feet to the beginning of a reverse curve, concave southerly, having a radius of 7.00 feet;

Thence northeasterly and southeasterly along said curve, through a central angle of 153°59'21", an arc length of 18.81 feet to a non-tangent line;

Thence North 84°13'35" East, 3.00 feet to the **POINT OF BEGINNING**.

Parcel 2:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 26 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner thereof bears North 00°24'12" East, 2642.23 feet;

Thence North 00°24'12" East, 596.05 feet along the east line of the Northeast Quarter of said Section 26;

Thence leaving said east line, North 89°35'48" West, 309.11 feet to the **POINT OF BEGINNING**;

Thence South 67°06'20" West, 26.68 feet;

Thence North 37°03'22" West, 205.80 feet;

Thence South 69°53'20" West, 2589.05 feet to the easterly line of that certain parcel of land described as Exhibit A-1 item F00282 in Document No. 2013-0542642, Maricopa County Records;

Thence North 23°11'52" West, 20.03 feet along said easterly line;

Thence leaving said easterly line, North 69°53'20" East, 2587.54 feet;

Thence North 20°06'40" West, 626.75 feet;

Thence North 69°53'20" East, 169.82 feet to the westerly line of that certain property described within the Special Warranty Deed recorded in Document No. 2020-0039216, Maricopa County Records;

Thence South 20°06'40" East, 20.00 feet along said westerly line;

Thence leaving said westerly line, South 69°53'20" West, 149.82 feet;

Thence South 20°06'40" East, 615.26 feet;

Thence South 37°03'22" East, 196.13 feet;

Thence North 67°06'20" East, 11.78 feet;

Thence South 20°56'28" East, 20.01 feet to the **POINT OF BEGINNING**.

The above described parcels contain a total computed area of 72,512 sq. ft. (1.6646 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

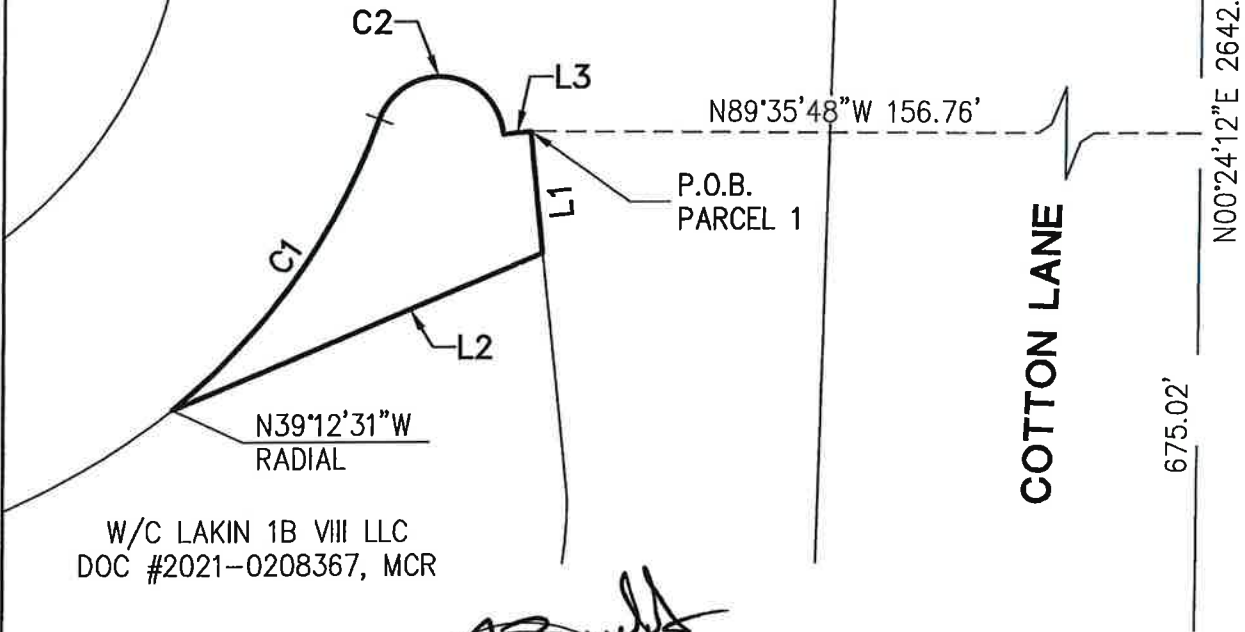
Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: April 2021



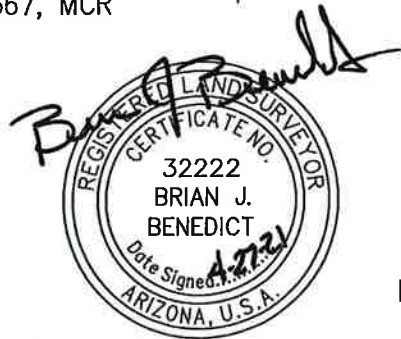
NE COR SEC 26, T1N,
R2W FOUND 3" MCDOT
BRASS CAP IN HAND HOLE

W/C LAKIN 1B VIII LLC
DOC #2021-0208367, MCR

W/C LAKIN OWNER VIII LLC
DOC #2020-0039210, MCR



W/C LAKIN 1B VIII LLC
DOC #2021-0208367, MCR

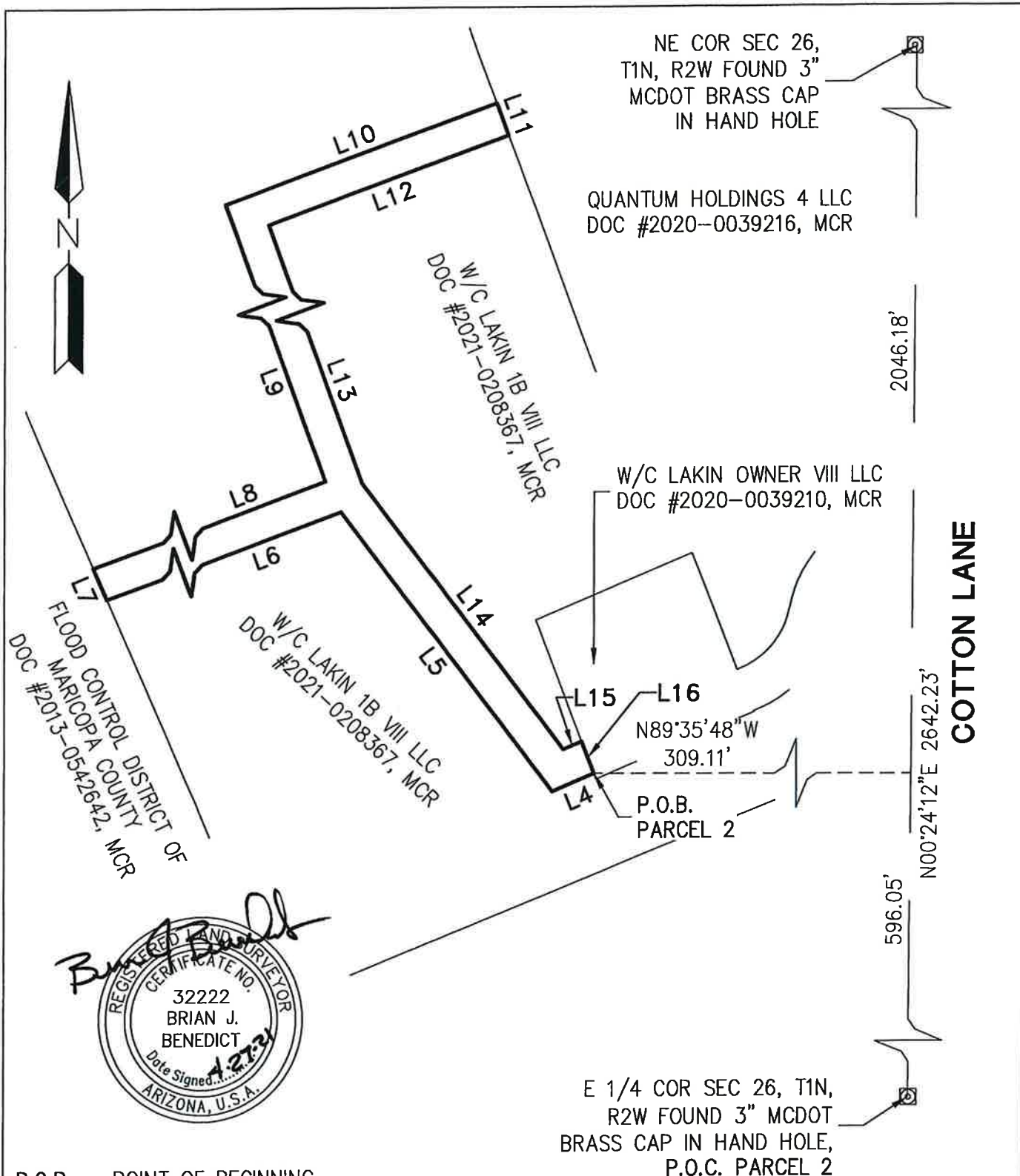


E 1/4 COR SEC 26, T1N,
R2W FOUND 3" MCDOT
BRASS CAP IN HAND HOLE,
P.O.C. PARCEL 1

P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 1 OF 3

PROJ.NO.: 1981	LAKIN PARK SEWER EASEMENT GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: BJB		



P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PAGE 2 OF 3

PROJ.NO.: 1981	LAKIN PARK SEWER EASEMENT GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: BJB		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S05°51'55"E	13.28'
L2	S67°16'11"W	43.67'
L3	N84°13'35"E	3.00'
L4	S67°06'20"W	26.68'
L5	N37°03'22"W	205.80'
L6	S69°53'20"W	2589.05'
L7	N23°11'52"W	20.03'
L8	N69°53'20"E	2587.54'
L9	N20°06'40"W	626.75'
L10	N69°53'20"E	169.82'
L11	S20°06'40"E	20.00'
L12	S69°53'20"W	149.82'
L13	S20°06'40"E	615.26'
L14	S37°03'22"E	196.13'
L15	N67°06'20"E	11.78'
L16	S20°56'28"E	20.01'

CURVE TABLE			
CURVE NO.	RADIUS	DELTA	LENGTH
C1	73.00'	30°41'06"	39.10'
C2	7.00'	153°59'21"	18.81'



PAGE 3 OF 3

PROJ.NO.: 1981	LAKIN PARK SEWER EASEMENT GOODYEAR, ARIZONA EXHIBIT	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: N.T.S.		
DRAWN BY: GS		
CHECKED BY: BJB		

When recorded Mail to:

City of Goodyear
City Clerk / LRB
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-94

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

WASTEWATER LINE AND ACCESS FACILITIES EASEMENT

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **W/C LAKIN OWNER VIII, L.L.C., a Delaware limited liability company** ("GRANTOR") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona Municipal Corporation**, and its successors and assigns, (collectively "GRANTEE") a perpetual Wastewater Line and Access Facilities Easement within, on, across, over, and under the real property described in Exhibit "A" attached hereto and incorporated herein (the "Easement Area") for the purposes described herein. This Wastewater Line and Access Facilities Easement shall be a permanent easement for use by the GRANTEE and its Permittees for entering upon the Easement Area and constructing, operating, maintaining, inspecting, modifying, repairing, removing and/or replacing: underground wastewater/sewer lines, appurtenances to such wastewater/sewer lines, and access facilities that will support the heaviest service vehicles used by GRANTEE to service the underground wastewater/sewer lines (collectively "GRANTEE'S Wastewater Line and Access Facilities") within, on, across, over, and under the Easement Area.

GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

Other than the GRANTEE'S Wastewater Line and Access Facilities GRANTOR constructs as a Permittee of GRANTEE, GRANTOR shall not construct or allow to be constructed any underground improvements within the Easement Area except as may be needed for other underground utility lines to cross the Easement Area and only upon the consent of GRANTEE. GRANTOR shall not locate, erect, construct or permit to be located, erected or constructed, any building, structure or well within the Easement Area. GRANTOR reserves for itself the right to use the Easement Area for purposes that are not inconsistent with GRANTEE'S rights under this Wastewater Line and Access Facilities Easement, do not interfere with or endanger any of GRANTEE'S Wastewater Line and Access Facilities constructed within the Easement Area, and do not interfere with GRANTEE'S access to GRANTEE'S Wastewater Line and Access Facilities.

This Wastewater Line and Access Facilities Easement runs with the land and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area for the benefit of GRANTEE.

IN WITNESS WHEREOF, this instrument is executed this 3 day of JUNE, 2021.

GRANTOR:

**W/C LAKIN OWNER VIII, L.L.C.,
a Delaware limited liability company**

By: W/C Lakin JV VIII, L.L.C.,
a Delaware limited liability company,
Its sole member

By: W Lakin Investors VIII, L.L.C.,
a Delaware limited liability company,
Its sole Member

By: Walton Acquisition Holdings VIII, L.L.C.,
a Delaware limited liability company,
Its sole Member

By: Walton Street Real Estate Fund VIII, L.P.,
a Delaware limited partnership,
Its Managing Member

By: Walton Street Managers, VIII, L.P.,
a Delaware limited partnership,
Its General Partner

By: WSC Managers VIII, Inc.,
a Delaware corporation,
Its General Partner

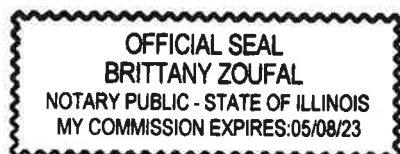
By: [Signature]
Name: James J. Holmes
Title: Vice President

State of Illinois)
) ss.
County of Cook)

On June 3, 2021, before me, Brittany Zoufal, a Notary Public in and for said state, personally appeared James J. Holmes, personally known to me (or proved to me on the basis of satisfactory evidence) to the person whose name is subscribed to the within instrument (Wastewater Line and Access Facilities Easement) and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument, the persons, or the entity upon behalf of which he acted, executed the instrument.

WITNESS my hand and official seal.

[Signature]
Notary Public



Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

ACCEPTED by the CITY OF GOODYEAR, an Arizona Municipal Corporation, the _____ day of _____, 20____.

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Wastewater Line and Access Facilities Easement) was acknowledged before me this ____ day of _____, 20____ by _____, as of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"

LEGAL DESCRIPTION

**LAKIN PARK
SEWER EASEMENT
LEGAL DESCRIPTION**

A portion of land being situated within the Northeast Quarter of Section 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 26 from which a found 3 inch Maricopa County Department of Transportation brass cap in hand hole accepted as the Northeast corner thereof bears North 00°24'12" East, 2642.23 feet;

Thence North 00°24'12" East, 678.57 feet along the east line of the Northeast Quarter of said Section 26;

Thence leaving said east line, North 89°35'48" West, 123.94 feet to the westerly Right of Way line of Cotton Lane, being the **POINT OF BEGINNING**;

Thence South 01°33'07" West, 3.38 feet along said westerly Right of Way line;

Thence leaving said westerly Right of Way line, South 67°16'11" West, 34.04 feet;

Thence North 05°51'55" West, 13.28 feet;

Thence North 84°13'35" East, 33.01 feet to the **POINT OF BEGINNING**.

The above described parcels contain a total computed area of 272 sq. ft. (0.0062 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

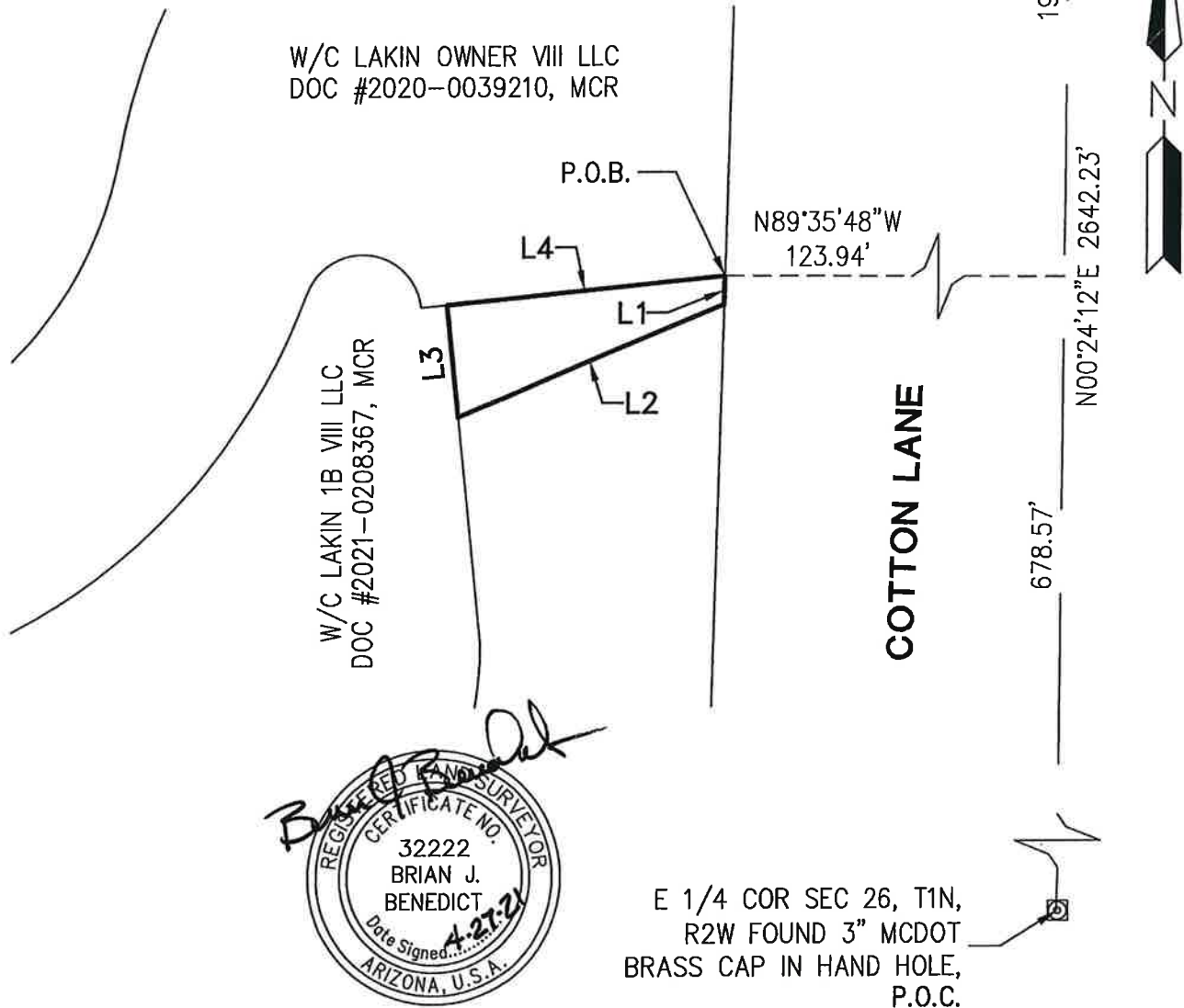
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No.: 1981
Date: April 2021



LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S01°33'07"W	3.38'
L2	S67°16'11"W	34.04'
L3	N05°51'55"W	13.28'
L4	N84°13'35"E	33.01'

NE COR SEC 26, T1N,
R2W FOUND 3" MCDOT
BRASS CAP IN HAND HOLE



P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT

PROJ.NO.: 1981	LAKIN PARK SEWER EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: APR 2021		
SCALE: N.T.S.		
DRAWN BY: GS	EXHIBIT	
CHECKED BY: BJB		



CITY COUNCIL ACTION REPORT

SUBJECT: PRELIMINARY PLAT FOR AIRPARK LOGISTICS CENTER

STAFF PRESENTER(S): Katie Wilken, Planning Manager

SUMMARY

Preliminary plat for Airpark Logistics Center subdividing approximately 170.25 acres into five industrial lots. The subject property is located on the east side of Bullard Avenue and the Bullard Wash, extending from Yuma Road on the north, to south of Lower Buckeye Parkway on the south.

Recommendation

Approve the Preliminary Plat for Airpark Logistics Center, subdividing approximately 170.25 acres on the east side of Bullard Avenue and the Bullard Wash, extending from Yuma Road on the north to south of Lower Buckeye Parkway on the south (the "Property"), subject to stipulations. (Katie Wilken, Planning Manager)

STIPULATIONS

1. Traffic Impact Study (TIS) is not approved with the preliminary plat. The TIS must be updated and approved prior to the approval of the first site plan submitted for development within the property;
2. Owner shall comply with the terms of all development agreements in effect at the time of construction including, but not limited to that certain Development Agreement for City Center Airpark dated December 11, 2006, recorded in the official records of Maricopa County on December 12, 2006, as Record No. 20061619064 as amended by that certain First Amendment to Development Agreement for City Center Airpark dated August 19, 2014, recorded in the official records of Maricopa County on August 27, 2014 as Record No. 20140567660 (the "City Center Airpark DA");
3. Owner shall construct: (i) full half-street improvements required for a Scenic Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, for the south half of W. Yuma Road along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting; and (ii) full median and full median landscaping within the section of W. Yuma Road along or adjacent to the frontage of the Property (collectively the "W. Yuma Road Improvements"). The construction of W. Yuma Road Improvements shall occur upon the occurrence of the triggering events in the City Center Airpark DA while it is in effect. Once the City Center Airpark DA has expired, no further temporary certificate of occupancies, certificate of occupancies or certificates of completion shall be issued for structures within the Property until the W. Yuma Road Improvements have been completed and accepted by the City Engineer or his designee subject to completion of the two-year warranty period. The City shall reimburse Owner for 50% of the cost of the full median and full median landscaping. Owner shall complete the construction of the full half-street improvements required for a Major Arterial

as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, for the section of Bullard Ave. along or adjacent to the frontage of the Property, including, but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the "Bullard Avenue Improvements"). The construction of Bullard Avenue Improvements shall occur upon the occurrence of the triggering events in the City Center Airpark DA while it is in effect. Once the City Center Airpark DA has expired, no further temporary certificate of occupancies, certificate of occupancies or certificates of completion for structures within the Property shall be issued until the Bullard Avenue Improvements have been completed and accepted by the City Engineer or his designee subject to completion of the two-year warranty period;

4. All existing above-ground utilities within and abutting the subject property, including cable television, shall be placed underground, with the exception of 69 kV or larger electric lines. This shall be shown on the construction plans submitted with the final plat, noted on the final plat, and completed as each phase is developed, prior to the issuance of the first Temporary Certificate of Occupancy or Certificate of Occupancy in such phase;
5. The 20' water line easement recorded in the official records of the Maricopa Recorder at Document 2001-0908605, shall be terminated prior to approval of any final plat including any portion of the Property encumbered by such easement. Owner shall be responsible for submitting to the City all required documents needed for the termination and the easement will only be terminated upon a determination by the City that there are no existing water infrastructure improvements within the easement area and the easement is not needed for future water infrastructure improvements;
6. Owner is jointly and severally responsible for various payments under the terms of the City Center Airpark DA, including payments for various traffic signals, which shall be made in accordance with the terms of the City Center Airpark DA. Upon the expiration of the City Center Airpark DA, no further building permits and no further temporary certificate of occupancies, certificate of occupancies or certificates of completion will be issued for structures within the Property until Owner has made in-lieu payments for the proportionate share of the full cost of traffic signals (all legs of the intersection) at the intersections set forth below. The in-lieu payments shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the estimated cost of the traffic signal as determined by the City Engineer or designee. Owner's traffic signal obligations are as follows:
 7. 25% at Yuma Road and Bullard Avenue;
 8. 33% at Bullard Avenue and Lower Buckeye Parkway;
9. If the construction of any Bullard Avenue street improvements requires cutting into the median, Owner shall salvage all median trees, and any other plant material identified, that need to be removed from the median for the construction. The trees and plants to be salvaged will be coordinated with the Parks Department, and other staff as needed, and shall be transplanted by the Owner to the section of Bullard Avenue adjacent to the Spring Training Development Complexes, or any other city-owned property, as directed by the Director of Parks or his designee, and the Development Services Director or his designee;
10. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property;
11. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the

City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation herein, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat that includes the area in which the dedicated property is located as required by the City Engineer or his designee. Once the City Center Airpark DA has expired, and unless otherwise provided in a written phasing plan approved by the City Engineer, no further building permits and no further temporary certificate of occupancies, certificate of occupancies or certificates of completion will be issued for structures within the Property until the dedications required herein have been completed; and,

12. In addition to the specific infrastructure identified herein, Owner shall construct all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of construction.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Property is a part of the 400± acre SunMP City Center Airpark Planned Area Development (PAD) approved by City Council on December 4, 2006, with the adoption of Ordinance 06-1054. The entirety of City Center Airpark PAD is generally located on the south side of Yuma Road, from one-quarter mile east of Estrella Parkway, east to the Phoenix-Goodyear Airport. The PAD included a land use plan depicting lots of varying sizes with underlying zoning of C-2, General Commercial, I-1, Light Industrial, and I-2, General Industrial. To date, no private development has occurred within the PAD. A city of Goodyear reverse osmosis plant was constructed within the PAD on the west side of Bullard Avenue.

STAFF ANALYSIS

Current Policy:

Prior to subdividing a property, the owner must submit a preliminary plat that demonstrates compliance with zoning for the property, public objectives, subdivision design principles and standards, and streets and thoroughfare planning. The preliminary plat also must be accompanied by information demonstrating the adequacy of utilities, open space and other public facilities necessary to serve the site. An approved preliminary plat shall expire within 12 months from the date of City Council approval unless either a final plat has been submitted for all or part of the property included in

the preliminary plat or an extension has been obtained.

Details of the Request:

The preliminary plat for Airpark Logistics Center is intended to subdivide approximately 170.25 acres into five industrial lots, ranging in size from 21.81 acres to 47.11 acres. The smallest lot, at the southeast corner of Yuma Road and Bullard Avenue has an underlying zoning of I-1, Light Industrial. The other four lots, located on the east side of Bullard Avenue have an underlying zoning of I-2, General Industrial. The site plan for Airpark Logistics Center, currently under review by staff, depicts five office/warehouse/distribution buildings to be constructed in two phases. The buildings depicted range in size from 320,320 square feet to 730,290 square feet.

Luke Air Force Base:

The Property is located within the vicinity of a military airport, but given the location of the subject property, base operations should not be adversely impacted by the proposed development nor should the subject property be adversely impacted.

Phoenix-Goodyear Airport:

The Property is adjacent to the Phoenix-Goodyear Airport and is located within the 75, 70, 65, and 60 DNL aviation noise contours. Consequently, an Aviation Notice and Notice to Prospective Purchasers of Proximity to Airport was recorded in the public record by SunMP in 2007, following approval of the City Center Airpark PAD.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Station #184/181	4.19	2.09	4.66	2.33	Station #185	10.01	5.00	10.42	5.21

Police Response:

The property is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the Property.

Streets/Transportation:

The northernmost lot will be accessed via Yuma Road and Bullard Avenue. The remaining four lots will be accessed via Bullard Avenue. All the lots will also be connected internally along the east property lines of the lots. All required street improvements will be completed with development of the Property, in accordance with a phasing plan approved by the city. Construction of any Bullard Avenue street improvements that require cutting into the median will also require the Property owner to salvage all median trees that need to be removed from the median for the construction. The salvaged trees will be transplanted by the Property owner to the section of Bullard Avenue adjacent to the Spring Training Development Complexes.

Water/Wastewater:

The subject property is located within the city of Goodyear water and wastewater service area.

FINDINGS:

Staff finds the preliminary plat is consistent with the development standards established in the I-1, Light Industrial and the I-2, General Industrial zoning districts, and is consistent with the technical requirements of the city's subdivision regulations. It also provides for the orderly development of the

property by identifying the required infrastructure needed to serve the development.

PLANNING AND ZONING COMMISSION:

The request for approval of the Preliminary Plat for Airpark Logistics Center was presented to the Commission at its meeting on June 9, 2021. The Commission recommended approval of the preliminary plat by a vote of 6 to 0. No member of the public appeared at the meeting regarding the request.

Attachments

Aerial Photo
Preliminary Plat
Landscape Plan
Presentation

Airport Logistics
South of W Yuma Rd
East of S Bullard Ave



City of Goodyear, Sources: Esri, USGS, NOAA, Sources: Esri, Garmin, USGS, NPS

21-500-00001 - Preliminary Plat of Airport Logistics

LEGAL DESCRIPTION

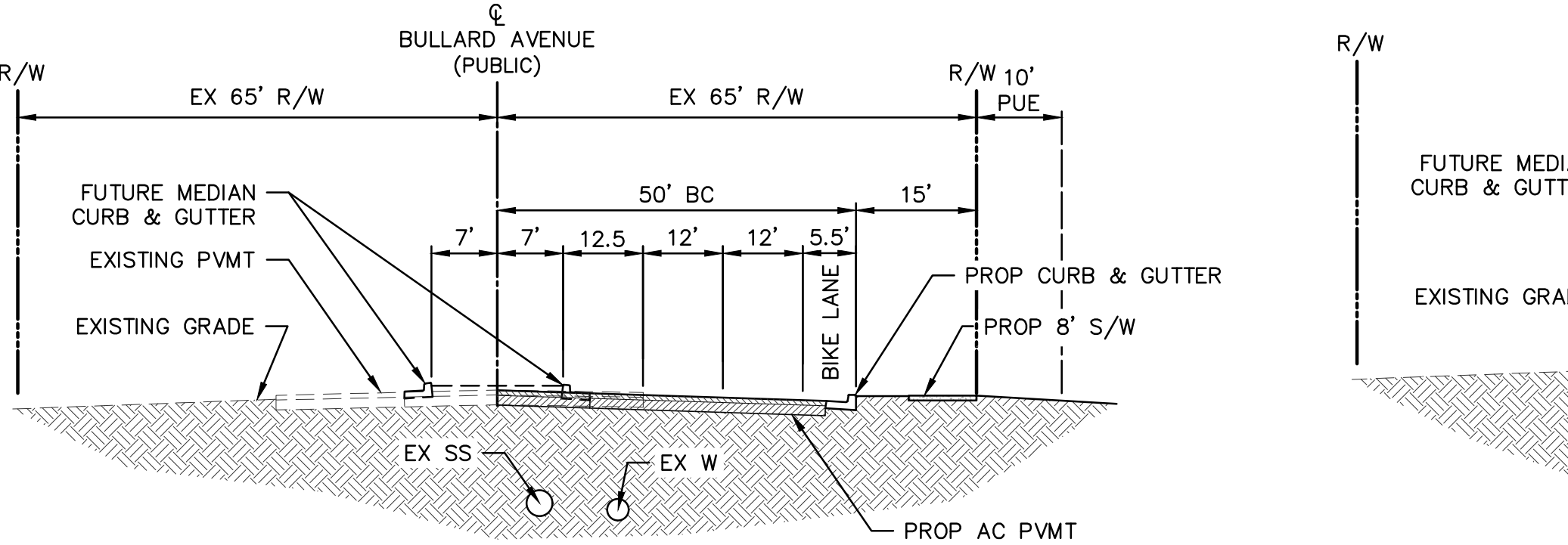
PARCEL NO. 1:
A PARCEL OF LAND LOCATED IN THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 16;
THENCE SOUTH 01° 53' 13" EAST, 577.50 FEET ALONG THE WEST LINE OF SAID SECTION 16 TO THE POINT OF BEGINNING;
THENCE SOUTH 01° 53' 13" EAST, 1631.76 FEET ALONG SAID WEST LINE;
THENCE NORTH 38° 07' 25" EAST, 2748.05 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF WESTERN AVENUE;
THENCE NORTH 89° 34' 19" WEST, 1126.54 FEET ALONG SAID SOUTHERLY RIGHT OF WAY OF WESTERN AVENUE;
THENCE SOUTH 01° 53' 13" EAST, 544.47 FEET;
THENCE NORTH 89° 34' 19" WEST, 641.71 FEET TO THE POINT OF BEGINNING;
EXCEPT ALL COAL AND OTHER MINERALS RESERVED IN PATENT FROM STATE OF ARIZONA; AND
EXCEPT ALL MINES, MINERALS, OIL, GAS AND COAL AS RESERVED IN DEED RECORDED IN BOOK 581 OF DEEDS, PAGE 375, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2:
THAT PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
BEGINNING 241.71 FEET EAST AND 33 FEET SOUTH OF THE NORTHWEST CORNER OF SAID SECTION 16;
THENCE SOUTH AND PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 544.5 FEET;
THENCE EAST AND PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 400 FEET;
THENCE NORTH 544.5 FEET; THENCE WEST 400 FEET TO THE POINT OF BEGINNING;
EXCEPT ALL COAL AND OTHER MINERALS RESERVED IN PATENT FROM STATE OF ARIZONA.

PARCEL NO. 3:
THAT PORTION OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16;
THENCE SOUTH 02° 07' EAST, ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 577.50 FEET;
THENCE SOUTH 89° 48' EAST, PARALLEL WITH THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 400 FEET;
THENCE NORTH 02° 07' WEST, PARALLEL WITH THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 577.50 FEET TO THE NORTH LINE OF SAID SECTION 16;
THENCE NORTH 89° 48' WEST ALONG SAID NORTH LINE, A DISTANCE OF 241.71 FEET TO THE POINT OF BEGINNING;
EXCEPT THEREFROM THE NORTH 33.00 FEET THEREOF; AND
EXCEPT ANY PORTION LYING WITHIN THE RAILROAD RIGHTS OF WAY; AND
EXCEPT ALL COAL AND OTHER MINERALS RESERVED IN PATENT FROM STATE OF ARIZONA; AND
EXCEPT ALL MINES, MINERALS, OIL, GAS AND COAL AS RESERVED IN DEED RECORDED IN BOOK 581 OF DEEDS, PAGE 375, RECORDS OF MARICOPA COUNTY, ARIZONA; AND
EXCEPT ANY PORTION DEDICATED TO THE CITY OF GOODYEAR, AN ARIZONA MUNICIPAL CORPORATION, BY RIGHT OF WAY DEDICATION RECORDED IN DOCUMENT NO. 2009-0118617, AND REFORMATION AGREEMENT RECORDED IN DOCUMENT NO. 2014-0541673, AND RERECORDED IN DOCUMENT NO. 2014-0550110, RECORDS OF MARICOPA COUNTY, ARIZONA.

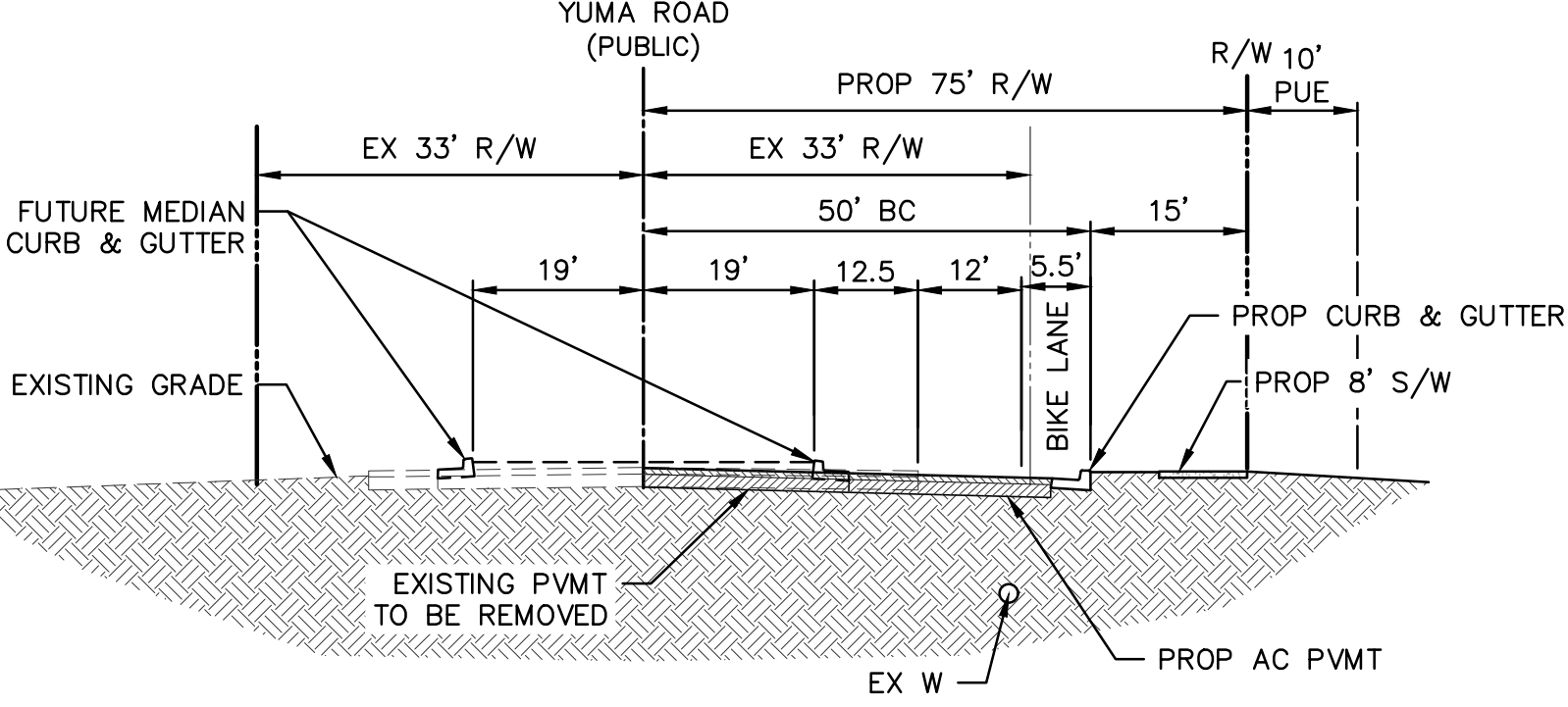
PARCEL NO. 4:
THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THAT PART THEREOF DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17;
THENCE SOUTH 01°22' 44" WEST, 58.99 FEET TO THE BEGINNING OF A TANGENT CURVE OF 1045.80 FOOT RADIUS, CONCAVE NORTHWESTERLY;
THENCE SOUTHWESTERLY ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 26° 23' 20", A DISTANCE OF 481. 82 FEET;
THENCE SOUTH 62° 13' 26" EAST, 55.00 FEET TO THE POINT OF BEGINNING;
THENCE CONTINUING SOUTH 62° 13' 26" EAST, 39.79 FEET TO A POINT ON A LINE WHICH IS PARALLEL TO AND 51.10 FEET WESTERLY, AS MEASURED AT RIGHT ANGLES, FROM THE EAST LINE OF SAID SECTION 17;
THENCE SOUTH 01° 21' 13" EAST, ALONG SAID PARALLEL LINE, 40.00 FEET;
THENCE SOUTH 88° 38' 47" WEST, 70.33 FEET TO A POINT ON A 1100.80 FOOT RADIUS NON-TANGENT CURVE, WHOSE CENTER BEARS NORTH 58° 37' 15" WEST;
THENCE NORTHEASTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 03° 36' 11", A DISTANCE OF 69.22 FEET TO THE POINT OF BEGINNING, AS CONVEYED BY INSTRUMENT RECORDED IN DOCUMENT NO. 2002-0026623, RECORDS OF MARICOPA COUNTY, ARIZONA; AND
EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE OF ESTRELLA VISTA TANK SITE AND WELL SITE ACCESS ROAD DESCRIBED IN SPECIAL WARRANTY DEED RECORDED IN DOCUMENT NO. 2002-0026625, RECORDS OF MARICOPA COUNTY, ARIZONA; AND
EXCEPT ANY PORTION LYING NORTH OF THE SOUTH LINE OF "GOODYEAR RIGHT OF WAY" MAP OF DEDICATION OF RECORDED AS BOOK 963 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA; AND
EXCEPT ANY PORTION DEDICATED TO THE CITY OF GOODYEAR, AN ARIZONA MUNICIPAL CORPORATION, BY RIGHT OF WAY DEDICATION RECORDED IN DOCUMENT NO. 2009-0118617, AND REFORMATION AGREEMENT RECORDED IN DOCUMENT NO. 2014-0541673, AND RERECORDED IN DOCUMENT NO. 2014-0550110, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 5:
THE EAST HALF OF SECTION 17, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA;
EXCEPT THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17; AND
EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SAID SECTION 17 DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SAID SECTION 17;
THENCE NORTH 00° 16' WEST (ASSUMED BEARING), ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 17, A DISTANCE OF 2078.19 FEET TO A POINT FROM WHICH THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17 BEARS NORTH 00° 16' WEST, A DISTANCE OF 545.11 FEET;
THENCE SOUTH 39° 45' 30" WEST, A DISTANCE OF 2649.45 FEET TO A POINT FROM WHICH THE SOUTHWEST CORNER OF SAID SOUTHEAST QUARTER OF SECTION 17 BEARS NORTH 88° 36' WEST, A DISTANCE OF 915.31 FEET;
THENCE SOUTH 88° 36' EAST, A DISTANCE OF 1704.79 FEET TO THE POINT OF BEGINNING; AND
EXCEPT THAT PART OF THE EAST HALF OF SAID SECTION 17, CONVEYED TO THE CITY OF PHOENIX IN DOCUMENT NO. 88-360358, RECORDS OF MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 17;
THENCE SOUTH 01° 53' 13" EAST 2391.07 FEET ALONG THE EAST LINE OF SAID SECTION 17 TO THE POINT OF BEGINNING;
THENCE SOUTH 01° 53' 13" EAST, 232.64 FEET ALONG SAID EAST LINE TO THE EAST QUARTER CORNER OF SAID SECTION 17;
THENCE SOUTH 01° 52' 56" EAST, 545.11 FEET ALONG THE EAST LINE OF SAID SECTION 17;
THENCE SOUTH 38° 07' 25" WEST, 2650.80 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 17;
THENCE SOUTH 89° 44' 00" WEST 637.92 FEET ALONG SAID SOUTH LINE OF SAID SECTION 17;
THENCE NORTH 38° 07' 25" EAST, 3642.68 FEET TO THE POINT OF BEGINNING;
EXCEPT ANY PORTION LYING NORTH AND WEST OF THE SOUTH AND EAST LINE OF "GOODYEAR RIGHT OF WAY" MAP OF DEDICATION OF RECORDED IN BOOK 963 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA; AND
EXCEPT THAT PORTION CONVEYED TO CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED AUGUST 27, 2014 IN DOCUMENT NO. 2014-567661, RECORDS OF MARICOPA COUNTY, ARIZONA;
EXCEPT THAT PORTION CONVEYED TO CITY OF GOODYEAR, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED AUGUST 27, 2014 IN DOCUMENT NO. 2014-567663, RECORDS OF MARICOPA COUNTY, ARIZONA.



1 TYPICAL SECTION - S. BULLARD AVENUE

N.T.S

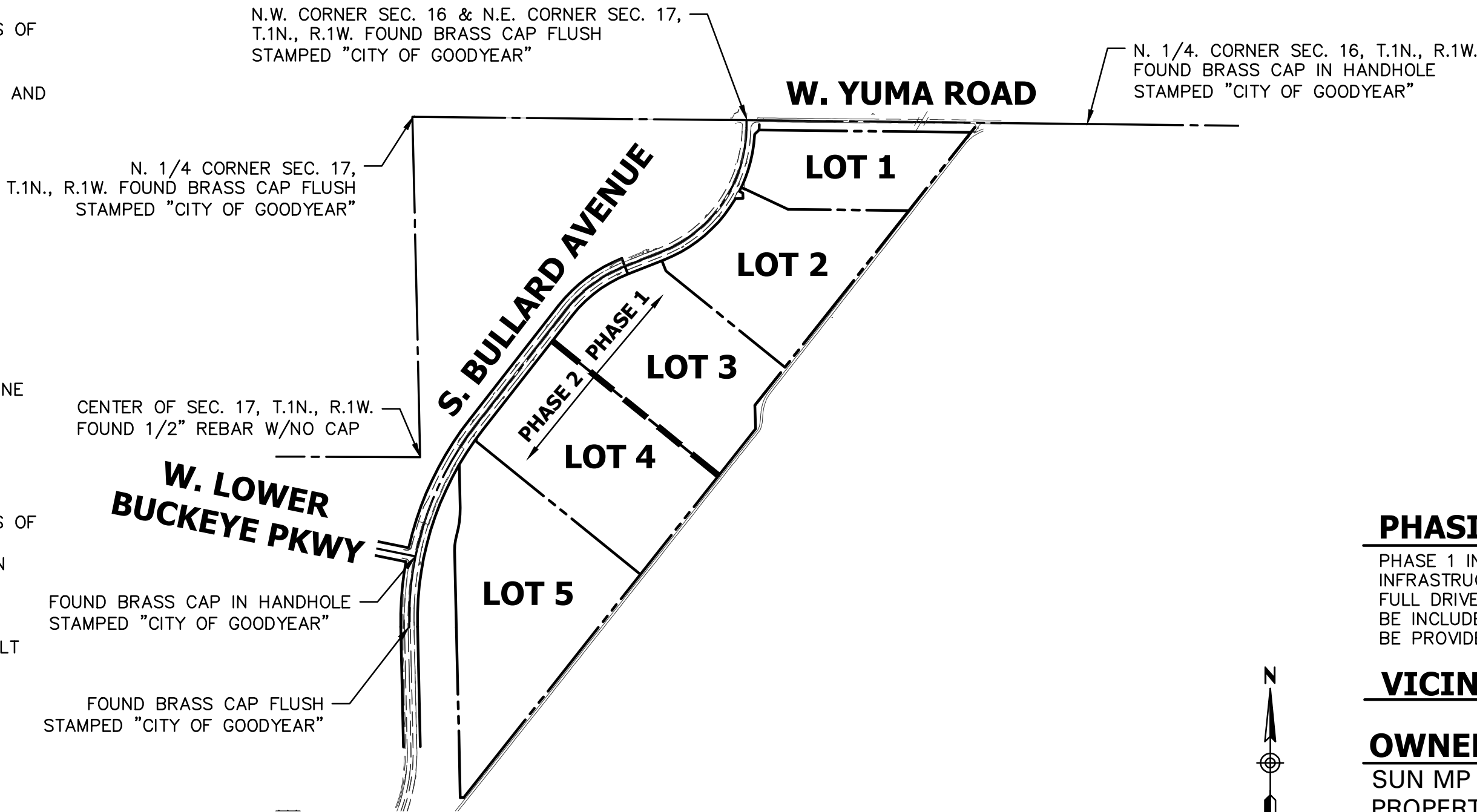


2 TYPICAL SECTION - W. YUMA ROAD

N.T.S

PRELIMINARY PLAT
FOR
AIRPARK LOGISTICS CENTER
SEC OF YUMA RD & BULLARD AVE
GOODYEAR, ARIZONA

THOSE PORTIONS OF LAND LOCATED IN THE EAST HALF OF SECTION 17 AND THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



KEY MAP

SHEET

SHEET INDEX

PRELIMINARY PLAT COVER SHEETP1
PRELIMINARY PLAT.P2-P4

ABBREVIATIONS

ABC	AGGREGATE BASE COURSE	ESMT	EASEMENT	R/W	RIGHT OF WAY
AC	ASPHALTIC CEMENT	EX	EXISTING	SD	STORM DRAIN
BC	BACK OF CURB	F/C	FACE OF CURB	SS	SANITARY SEWER
BFP	BACKFLOW PREVENTOR	FF	FINISH FLOOR	SSMH	SANITARY SEWER MANHOLE
BOT	BOTTOM	FG	FINISH GRADE	S/W	SIDEWALK
CB	CATCH BASIN	FH	FIRE HYDRANT	TC	TOP OF CURB
CF	CUBIC FEET	FL	FLOW LINE	UGRT	UNDERGROUND RETENTION PIPE
CL	CENTERLINE	G	GUTTER	UGE	UNDERGROUND ELECTRICAL
CO	CURB OPENING	HDWL	HEADWALL	VCP	VITRIFIED CLAY PIPE
DNL	DAY-NIGHT SOUND LEVEL (LUKE AFB)	HW	HIGH WATER	VP	VOLUME PROVIDED
DW	DRYWELL	NTS	NOT TO SCALE	VR	VOLUME REQUIRED
		P	PAVEMENT	W	WATER
		PUE	PUBLIC UTILITY EASEMENT		

PHASING PLAN

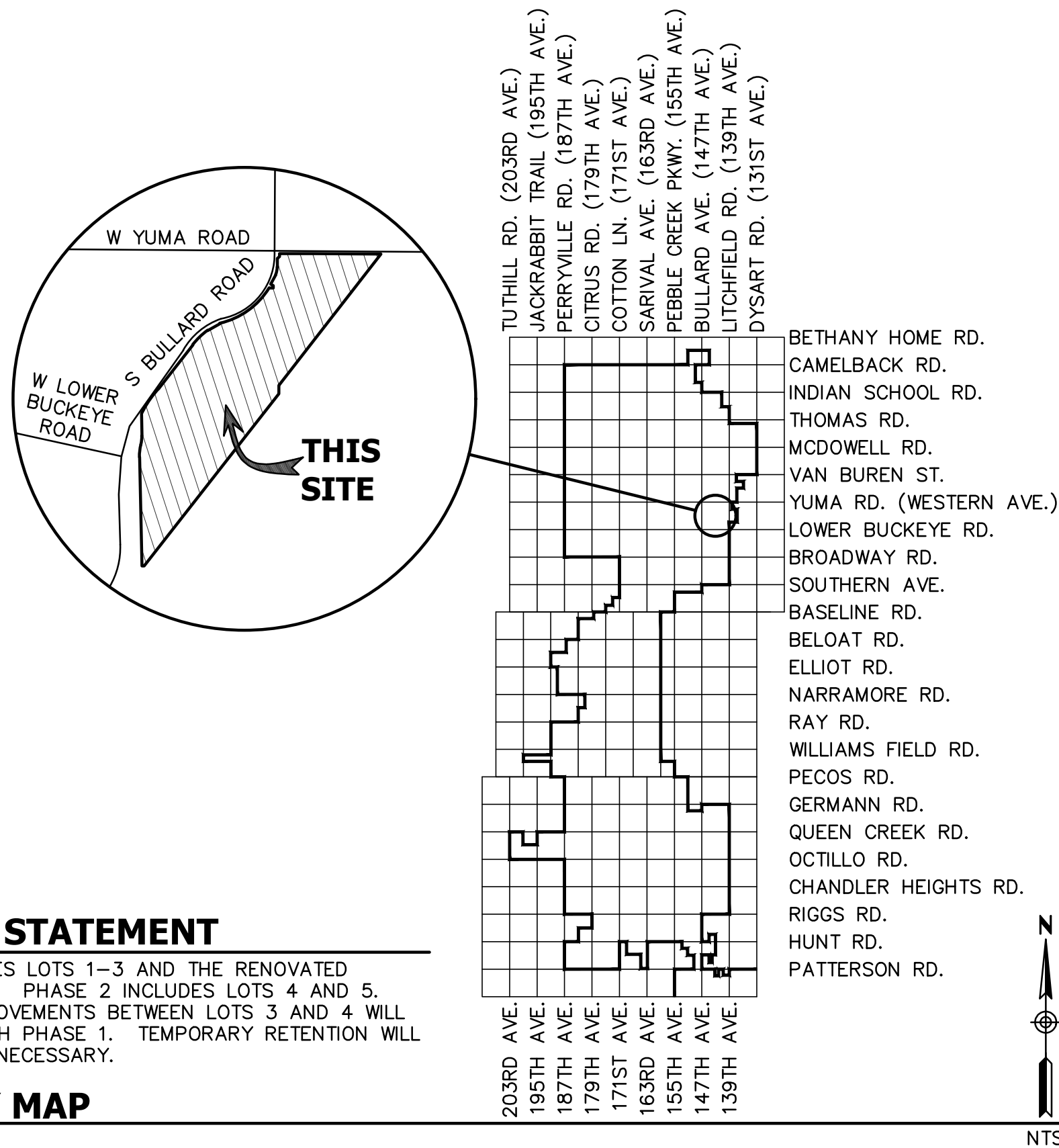
THE PHASING PLAN IS CONCEPTUAL IN NATURE AND IS SUBJECT TO CHANGE AS THE PROPERTY DEVELOPS. THE PROJECT WILL BE COMPLETED IN TWO (2) PHASES.

OFFSITE IMPROVEMENT PHASING:

- PHASE 1: ALL OFFSITE HALF STREET IMPROVEMENTS ALONG YUMA ROAD AND THE DECELERATION LANES AND MEDIAN BREAKS ALONG BULLARD AVENUE FOR LOTS 1-3. INCLUDING THE ACCESS BETWEEN LOTS 3&4.
- PHASE 2: THE DECELERATION LANES AND MEDIAN BREAKS FOR LOTS 4&5.

UTILITY PHASING:

- PHASE 1: SEWER AND WATER TAPS FOR LOTS 1-3.
- PHASE 2: SEWER AND WATER TAPS FOR LOTS 4&5.



PHASING STATEMENT

PHASE 1 INCLUDES LOTS 1-3 AND THE RENOVATED INFRASTRUCTURE. PHASE 2 INCLUDES LOTS 4 AND 5. FULL DRIVE IMPROVEMENTS BETWEEN LOTS 3 AND 4 WILL BE INCLUDED WITH PHASE 1. TEMPORARY RETENTION WILL BE PROVIDED IF NECESSARY.

VICINITY MAP

OWNER

SUN MP INVESTMENT
PROPERTIES, LLC
5665 N. SCOTTSDALE ROAD, SUITE 135
SCOTTSDALE, ARIZONA 85258
CONTACT: PHILIP J. HANDLEY

DEVELOPER

LGE DESIGN GROUP
1200 N. 52ND STREET
PHOENIX, ARIZONA 85008
PHONE: (480) 966-4001
CONTACT: BLAKE WELLS
EMAIL: BLAKEW@LGEDESIGNBUILD.COM

ARCHITECT

LGE DESIGN GROUP
1200 N. 52ND STREET
PHOENIX, ARIZONA 85008
PHONE: (480) 966-4001
CONTACT: JOHN MOCARSKI
EMAIL: JOHNML@LGEDESIGNGROUP.COM

ZONING: PAD W/UNDERLYING I-1 & I-2

CIVIL ENGINEER

HUNTER ENGINEERING, INC.
10450 N. 74TH STREET, SUITE #200
SCOTTSDALE, ARIZONA 85258
PHONE: (480) 991-3985
CONTACT: LARRY TALBOTT
E-MAIL: LTALBOTT@HUNTERENGINEERINGPC.COM

BENCHMARK

3" BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY HIGHWAY DEPT." LOCATED AT THE INTERSECTION OF LITCHFIELD ROAD & VAN BUREN ST. CITY OF GOODYEAR BENCHMARK POINT NO. G332.
ELEVATION = 981.64 (NAVD 88 DATUM).

3" BRASS CAP IN HANDHOLE STAMPED "MARICOPA COUNTY HIGHWAY DEPT." LOCATED ON LITCHFIELD ROAD 1/2 MILE NORTH OF YUMA ROAD. CITY OF GOODYEAR BENCHMARK POINT NO. G328.
ELEVATION = 977.78 (NAVD 88 DATUM).

BASIS OF BEARING

BASIS OF BEARING FOR THIS SURVEY IS A BEARING OF SOUTH 89°21'01" EAST, ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, PER THE RECORD OF SURVEY OF LEASE PARCELS FOR LUX FBO AT PHOENIX-GOODYEAR AIRPORT AS RECORDED IN BK. 1192, PG. 18, M.C.R.

FEMA CLASSIFICATION

THE CURRENT FEMA FLOOD INSURANCE RATE MAP (FIRM) FOR THIS AREA, MAP NUMBER 04013C2145 & 04013C2165N (EFFECTIVE REVISED DATE SEPTEMBER 18, 2020), DESIGNATES THE PROPERTY WITHIN FLOOD HAZARD ZONE X & AE.

ZONE: X IS DEFINED AS AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT, OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.

ZONE:AE ARE DEFINED AS BASE FLOOD ELEVATIONS DETERMINED.

AREA TABLE

DESCRIPTION	AREA (NET)	AREA (NET)	USE	OWNERSHIP	MAINTENANCE
LOT 1	21.81 AC	878,973.63 SF	PROPOSED BUILDING A	LGE	LGE
LOT 2	29.79 AC	1,297,707.57 SF	PROPOSED BUILDING B	LGE	LGE
LOT 3	34.51 AC	1,503,393.40 SF	PROPOSED BUILDING C	LGE	LGE
LOT 4	37.03 AC	1,613,192.99 SF	PROPOSED BUILDING D	LGE	LGE
LOT 5	47.11 AC	2,052,250.75 SF	PROPOSED BUILDING E	LGE	LGE

UTILITY SERVICE PROVIDERS

SEWER	CITY OF GOODYEAR
WATER	CITY OF GOODYEAR
GAS	SOUTHWEST GAS
ELECTRIC	ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	CENTURY LINK
CATV	COX COMMUNICATION
IRRIGATION	ROOSEVELT IRRIGATION DISTRICT

EXISTING LEGEND

CENTERLINE	---
RIGHT OF WAY	---
PROPERTY LINE	---
EASEMENT	---
MAJOR CONTOUR	---1035---
MINOR CONTOUR	---1032---
SANITARY SEWERLINE	---SS---
WATERLINE	---W---
CHAIN LINK FENCE	---X---
DOWN GUY/ANCHOR	---
POWER POLE	---
STREET LIGHT	---
SANITARY SEWER MANHOLE	---
WATER VALVE	---
FIRE HYDRANT	---

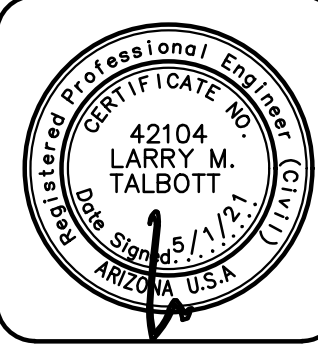
NO.	DATE	REVISION	BY

DESIGN BY: LT
DRAWN BY: DFK
CHECKED BY: LT

PURPOSE:
PRELIMINARY PLAT SUBMITTAL

HUNTER ENGINEERING
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, ARIZONA 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY



PRELIMINARY PLAT COVER SHEET
FOR
AIRPARK LOGISTICS CENTER
SEC OF YUMA RD & BULLARD AVE
GOODYEAR, ARIZONA

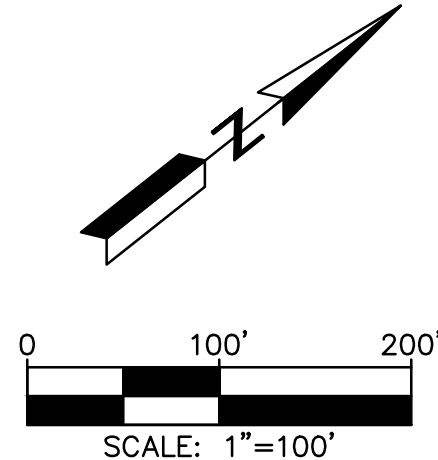
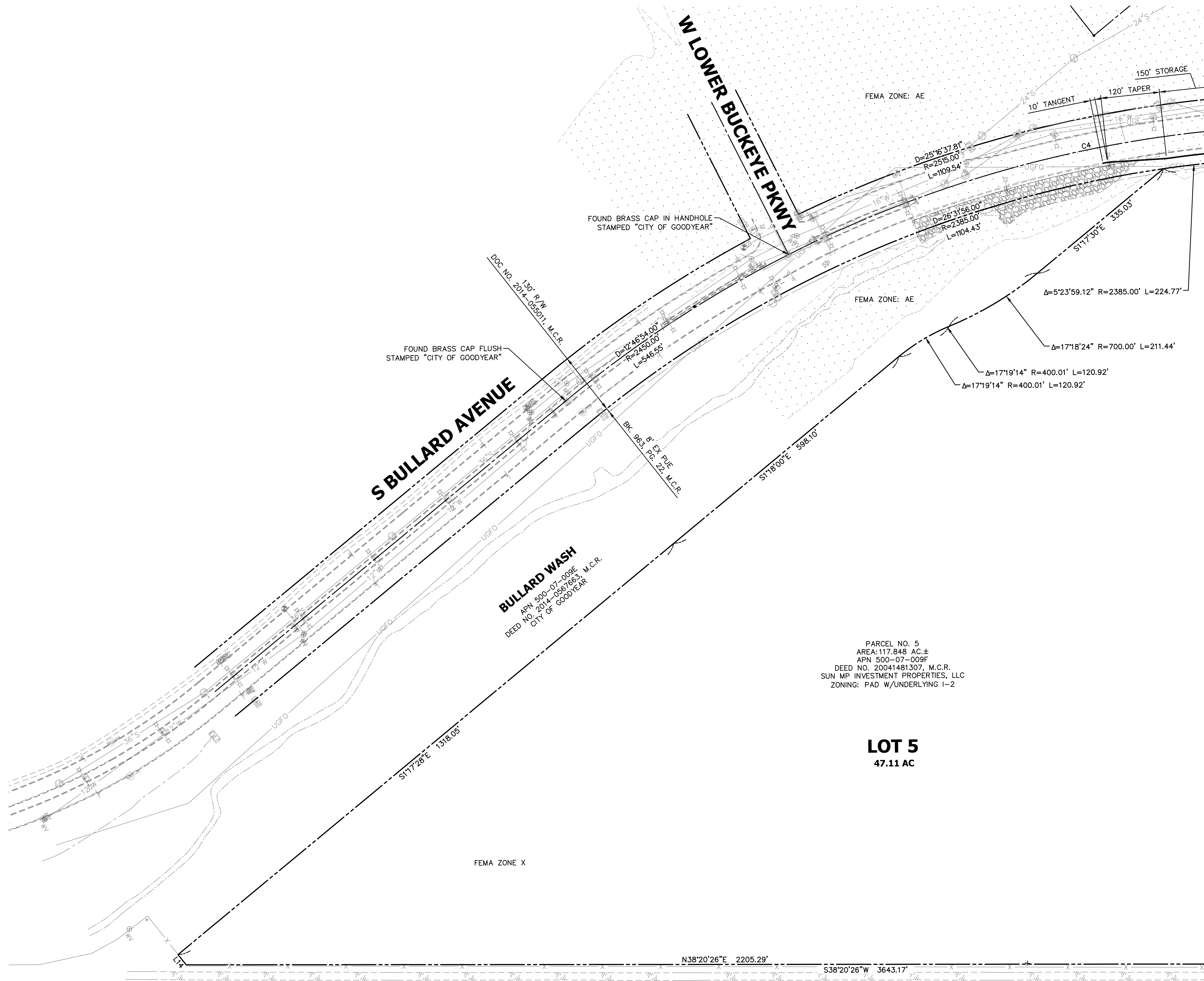
CONTACT ARIZONA AT AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN CONSTRUCTION
AR ZONAB11
CALL 811 OR CLICK ARZONAB11.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
AIRPARK LOGISTICS CENTER

HE NO.: LGEC282
SCALE: N.T.S.

SHEET:
P1



MATCH LINE SEE SHEET P3

NO.	DATE	REVISION	BY

PURPOSE:
PRELIMINARY PLAT SUBMITTAL

DESIGN BY: LT
DRAWN BY: DFK
CHECKED BY: LT

HUNTER
ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET,
SUITE 200
SCOTTSDALE, AZ 85260
T 480 981 3386
F 480 981 3986



**PRELIMINARY PLAT
FOR
AIRPARK LOGISTICS CENTER
SEC OF YUMA RD & BULLARD AVE
GOODYEAR, ARIZONA**



THESE PLANS ARE
NOT APPROVED FOR
CONSTRUCTION
WITHOUT AN
APPROVED SIGNATURE
FROM THE GOVERNING
MUNICIPALITY.

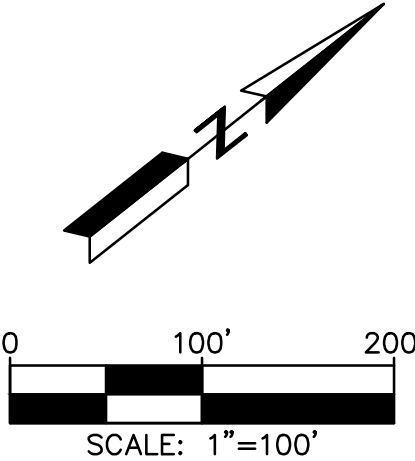
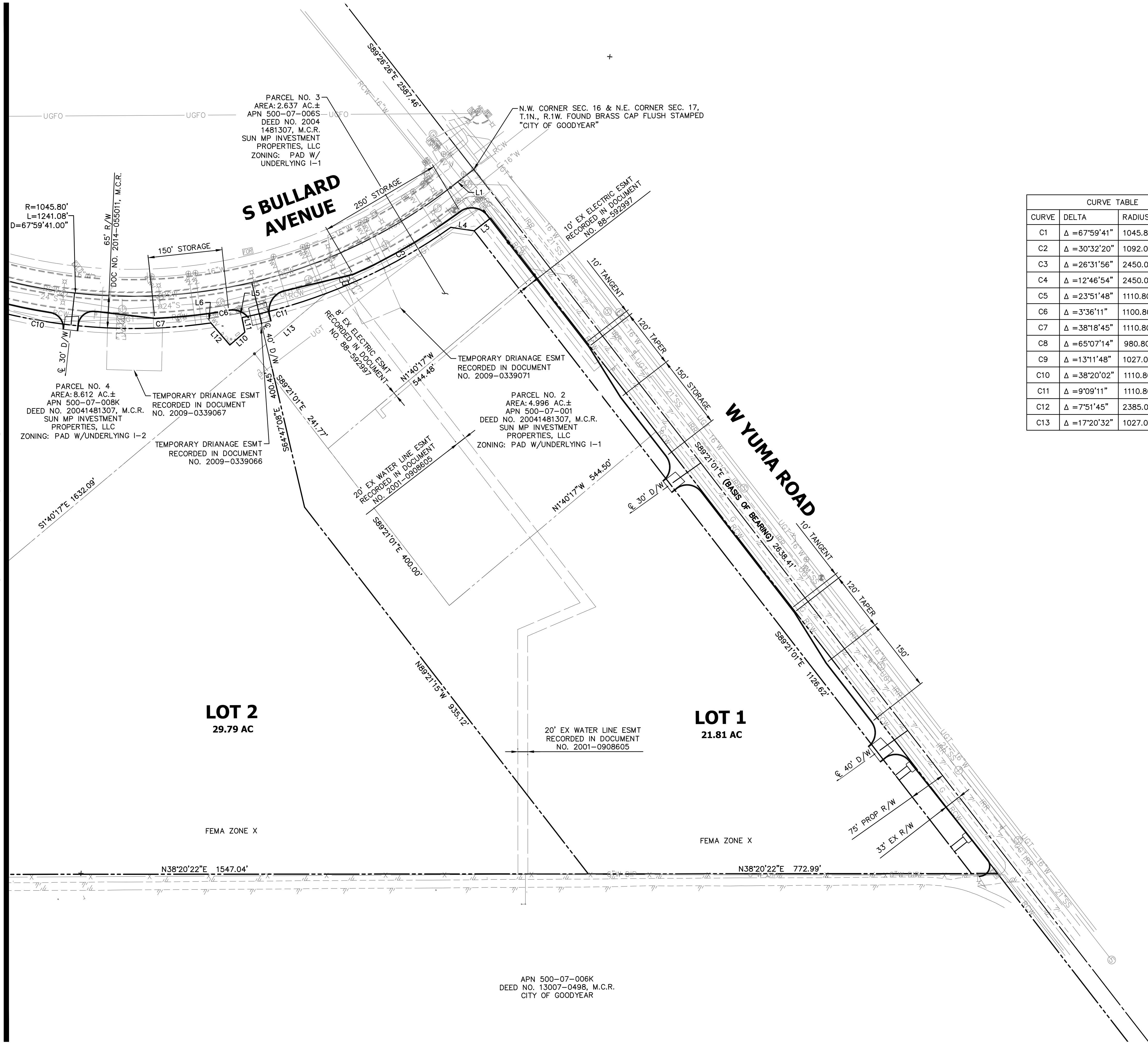
PROJECT NAME:
**AIRPARK
LOGISTICS
CENTER**

HE NO.: LGEC282
SCALE: 1"=100'

SHEET:
P2

APN 500-07-009B
DEED NO. 1988-0360358, M.C.R.
CITY OF GOODYEAR

MATCH LINE SEE SHEET P3



CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	$\Delta = 67^{\circ}59'41''$	1045.80'	1241.08'
C2	$\Delta = 30^{\circ}32'20''$	1092.05'	582.07'
C3	$\Delta = 26^{\circ}31'56''$	2450.00'	1134.53'
C4	$\Delta = 12^{\circ}46'54''$	2450.00'	546.55'
C5	$\Delta = 23^{\circ}51'48''$	1110.80'	462.64'
C6	$\Delta = 3^{\circ}36'11''$	1100.80'	69.22'
C7	$\Delta = 38^{\circ}18'45''$	1110.80'	742.77'
C8	$\Delta = 65^{\circ}07'14''$	980.80'	1114.75'
C9	$\Delta = 13^{\circ}11'48''$	1027.05'	236.55'
C10	$\Delta = 38^{\circ}20'02''$	1110.80'	743.19'
C11	$\Delta = 9^{\circ}09'11''$	1110.80'	177.45'
C12	$\Delta = 7^{\circ}51'45''$	2385.00'	327.28'
C13	$\Delta = 17^{\circ}20'32''$	1027.05'	310.87'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°33'31"W	58.78'
L2	S38°00'35"W	1119.62'
L3	S00°39'16"W	42.00'
L4	S46°52'50"W	47.66'
L5	N63°02'29"E	9.89'
L6	N87°49'44"E	11.72'
L7	S68°33'29"W	299.73'
L8	N21°26'31"W	119.76'
L9	S21°27'08"E	0.15'
L10	S02°10'32"E	40.00'
L11	S63°02'45"E	29.91'
L12	S87°49'28"W	58.60'
L13	S1°40'17"E	189.31'
L14	S89°56'58"E	26.71'

NO.	DATE	REVISION	BY	PURPOSE:
				PRELIMINARY PLAT SUBMITTAL

DESIGN BY: LT
DRAWN BY: DFK
CHECKED BY: LT

HUNTER
ENGINEERING
CIVIL AND SURVEY
10450 NORTH 74TH STREET, SUITE 200
SCOTTSDALE, ARIZONA 85258
T 480 991 3986
F 480 991 3986



PRELIMINARY PLAT FOR
AIRPARK LOGISTICS CENTER
SEC OF YUMA RD & BULLARD AVE
GOODYEAR, ARIZONA

CONTACT AIRPARK AT AT LEAST 2 FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION.
AR ZONAB11
CALL 811 OR CLICK ARZONAB11.COM

THESE PLANS ARE NOT APPROVED FOR CONSTRUCTION WITHOUT AN APPROVED SIGNATURE FROM THE GOVERNING MUNICIPALITY.

PROJECT NAME:
AIRPARK LOGISTICS CENTER

HE NO.: LGEC282
SCALE: 1"=100'

SHEET:
P4

GENERAL LANDSCAPING NOTES

1. All general constuction notes shall apply.
2. Substitutions in type, and/or deviations in size or quantity from the approved landscape or irrigation plans shall not be permitted without prior written approval from the City of Goodyear. (Contact the City Landscape Technician regarding planting and irrigation substitutions at 623.882.7979)
3. All signs, monument walls and site lighting require separate building approval.
4. All fire hydrants shall require a 7-foot clearance in all directions to any new or existing landscape.
5. All plant material located in the public rights - of - ways or city of Goodyear maintained areas shall be in compliance with the department of water resources low water use. Plant list for the Phoenix activity management area.
6. All plant material and specifications shall conform to the Arizona Nurseryman Association current standards.
7. Contractor to ensure a one-foot clearance between the sidewalk and mature tree canopy.
8. Plant legend provided for contractor's convenience. Construction plans take precedence.
9. A 10-foot clearance shall be maintained between a tree trunk and utility line.
10. All existing landscape and irrigation systems that are designated to remain on the approved landscape plans shall not be damaged or destroyed during construction. Any damage that does occur during construction shall be replaced in kind by the contractor.
11. Sidewalk and paving construction that are part of the landscape improvements shall be in compliance with all on-site paving and meet design and construction requirements of the Americans with Disabilities act (ADA)
12. Prior to acceptance of any backflow device, each device shall be tested by a state certified tester and the results provided to the city
13. Utility boxes, meters and vaults shall be located in the R.O.W. and will not be permitted in any street median.
14. 'As - Built' drawings, certified by the developer's landscape architect, shall be submitted and approved prior to issuance of a building 'Certificate of Occupancy'.

All plans for Commercial or Residential development shall have the following shown on the cover sheet.

15. Landscape areas that will be maintained by city parks department shall be clearly identified on these plans and are subject to the following requirements.
 - a. The developer shall maintain and warranty all planted areas including irrigation systems for a period of two years beginning immediately after the city issues the notification of approval for the project.
 - b. During the maintenance and warranty period, the developer shall be responsible for maintaining adequate protection to all areas. Any damaged plantings and or irrigation systems shall be immediately repaired or replaced at the developer's expense.
 - c. Maintenance shall include continuous operations of mowing, rolling, fertilizing, spraying, insect and pest control, re-seeding, replacement, and all other measures necessary to assure good normal growth.
 - d. When the turf has established sufficient root structure and an approximate height of 3 inches, mowing shall begin immediately and reduce in safe increments to a height of 2 inches and shall be maintained thereafter at the height of 2 inches.
 - e. At the termination of the maintenance and warranty period, all turf areas shall be live, healthy, undamaged, and free of infestations. All areas shall be completely void of barren spots larger than 3 inches by 3 inches.
 - f. If all plantings are not acceptable at the end of the two year period, the maintenance and warranty period shall continue until all unacceptable plantings are replaced or repaired and the landscaping meets city approval.
 - g. Areas may include retention basins, parks, rights - of - way, and street center median landscaping.

GENERAL NOTES FOR CONSTRUCTION

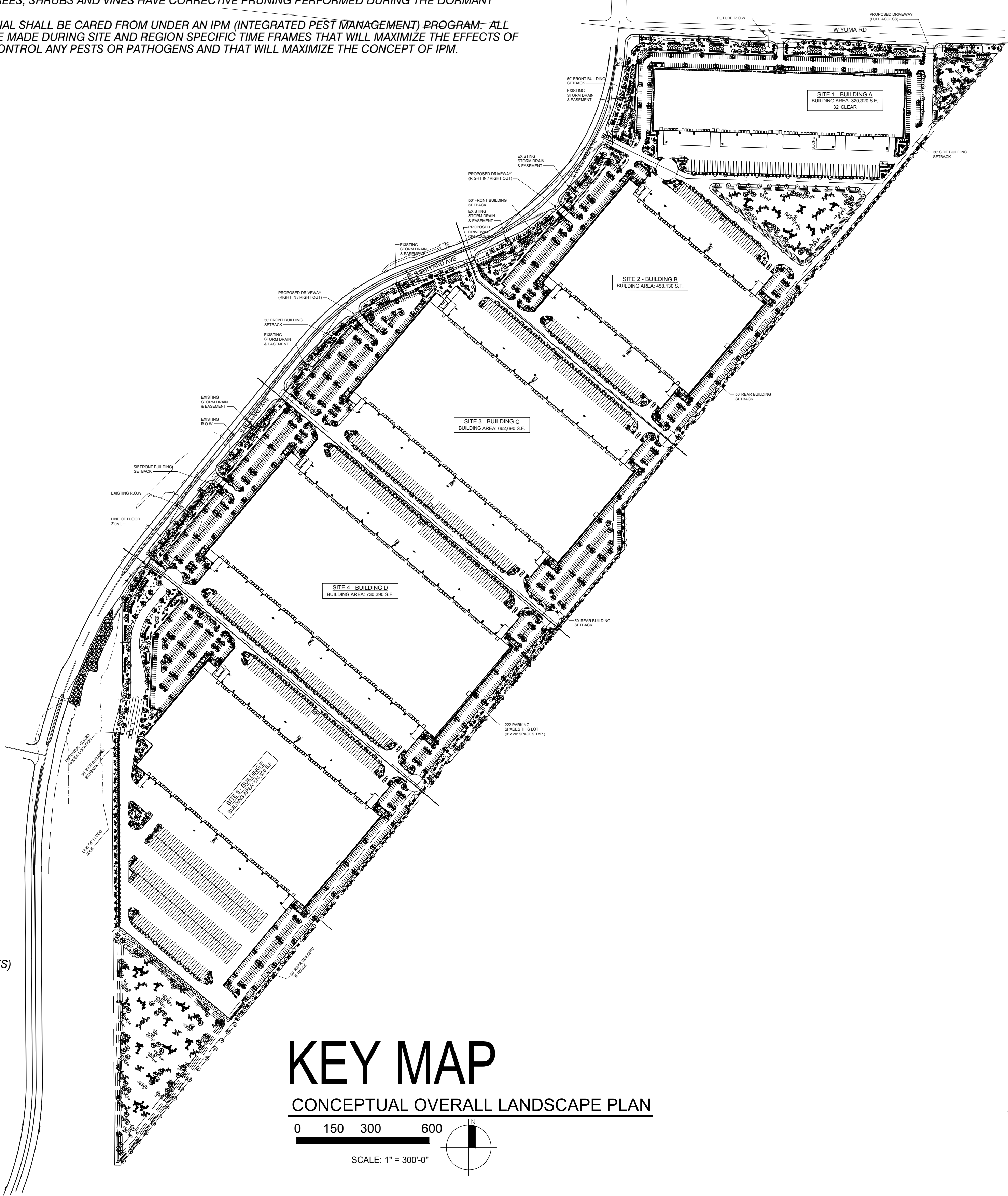
- A. All construction shall conform to the City EDS&PM, City Standard Details, and current MAG Uniform Standard Specifications and Details for Public Works Construction.
- B. This set of plans has been reviewed for compliance with City requirements prior to issuance of construction permits. However, such review shall not prevent the city from requiring correction of errors in plans found to be in volition of any law or ordinance.
- C. The City does not warrant any qualities shown on plan.
- D. The City approval is for general layout in the right-of-way only. This approval is valid for a period of (1) one year. Construction permits shall be obtained during this period or the plans shall be resubmitted for review and approval.
- E. An approved set of plans shall be available on the job site at any time.
- F. The City shall be notified (48) forty-eight hours prior to any construction work and inspections (623)-882-7979. Construction work concealed without inspection from the city shall be subject to exposure at the contractors expense.
- G. Right-of-way improvements shall not be accepted until 'As-Built's' plans have been submitted and approved by the City. (see As-Built' requirements).
- H. The developer is responsible for arranging the relocation and associated costs of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
- I. The developer is responsible for arranging the relocation and associated cost of all utilities. A utility relocation schedule shall be submitted prior to the issuance of permits.
- J. The developer is responsible for obtaining or dedicating all required rights-of -way and easements to the City prior to issuance or permits.
- K. The contractor shall contact BLUE STAKE (602-263-1100) at least (48) forty-eight hours prior to construction.
- L. The contractor shall barricade construction sites at all times per the City of Goodyear Traffic Barricade Manual. When required by the City, a traffic control plan shall be submitted for approval in advance of construction.
- M. The contractor must request a meter for filling and testing a new water lines from their assigned Engineering Inspector. This meters should be ordered 2 working days prior to the start of construction. Potable water is not available for any other construction use. The unlawful removal of water from fire hydrant or any other source is a violation of the municipal code, punishable by fine and / or imprisonment.
- N. Prior to moving or destroying protected native plant species, the contractor shall file a formal Notice of Intent with the Arizona Department of Agriculture (602-542-6408).
- O. The Contractor shall comply with the Environmental Protection Agency National Pollution Discharge Elimination System (NPDES) Storm water requirements established for construction sites.
- P. The contractor shall prvide dust control to the satisfaction of City Engineer. The contractor shall obtain a Dust Control Permit from the Maricopa County Air Quality Department.
- Q. Private on-site water and sewer lines shall be constructed in accordance with the Uniform Plumbing Code, N.F.P.A. and the Uniform Fire Code as adopted by the City.

GENERAL NOTES

1. INSTALL AN ISOLATION BALL VALVE TO ALL CONTROL VALVES.
2. 0 L.F. ESTIMATED FOOTAGE OF CONCRETE SIDEWALK, ALL SIDEWALK TO BE CONSTRUCTED FROM CIVIL PLANS.
3. ALL SIDEWALKS SHALL BE CONSTRUCTED PER MAG (CONSTRUCTION CALL OUT).
4. PROPERTY LANDSCAPE TO BE MAINTAINED BY OWNER INCLUDING RIGHT-OF-WAY.
5. MAINTAIN A MINIMUM OF 7' LANDSCAPE CLEARANCE FROM FIRE EQUIPMENT.
6. 0 L.F. OF MAINLINE TRENCHING WITHIN THE RIGHT-OF-WAY OR LANDSCAPE TRACTS.
7. ANY TREE RELOCATION IN THE RIGHT-OF-WAY IS TO BE COORDINATED THROUGH THE CITY LANDSCAPE INSPECTOR.
8. LITCHFIELD PARK SERVICE CO. TO PROVIDE WATER FOR LANDSCAPE WATERING PURPOSES.
9. IRRIGATION EQUIPMENT NOT SHOWN IN THE LANDSCAPE AREAS. L.C. IS TO PLACE ALL EQUIPMENT IN THE LANDSCAPE PLANTING AREAS.
10. IRRIGATION SYSTEM IS DESIGNED FOR POTABLE WATER.
11. SEE THE IRRIGATION PLANS FOR WATER SOURCE / CONNECTION POINT.
12. PRIOR TO ACCEPTANCE OF REDUCED PRESSURE DEVISE IT SHALL BE TESTED BY A CERTIFIED TESTER.

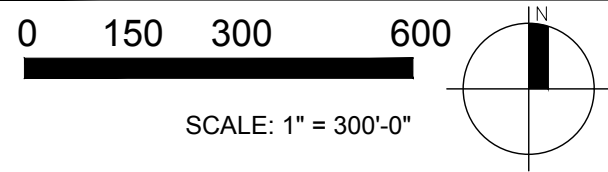
MAINTENANCE NOTES

1. ALL PLANT MATERIAL SHALL BE PRUNED 4 TIMES PER YEAR (3 TIMES DURING ACTIVE GROWTH SEASON AND 1 TIME DURING DORMANCY).
2. ALL HEDGE MATERIAL MAY BE PRUNED WITH SHEARS: ALL OTHER PLANT MATERIAL SHALL BE HAND PRUNED TO MAINTAIN A NATURAL APPEARANCE WITH ALL CUTS BEING MADE WITHIN THE CROWN OF THE PLANT TO MINIMIZE VISUAL CUTS. ALL TREES, SHRUBS AND VINES HAVE CORRECTIVE PRUNING PERFORMED DURING THE DORMANT SEASON.
3. ALL PLANT MATERIAL SHALL BE CARED FROM UNDER AN IPM (INTEGRATED PEST MANAGEMENT) PROGRAM: ALL PESTICIDES SHALL BE MADE DURING SITE AND REGION SPECIFIC TIME FRAMES THAT WILL MAXIMIZE THE EFFECTS OF THE CHEMICAL TO CONTROL ANY PESTS OR PATHOGENS AND THAT WILL MAXIMIZE THE CONCEPT OF IPM.



KEY MAP

CONCEPTUAL OVERALL LANDSCAPE PLAN

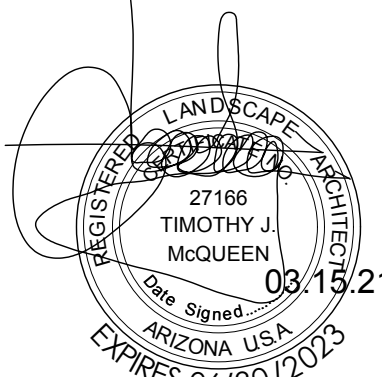
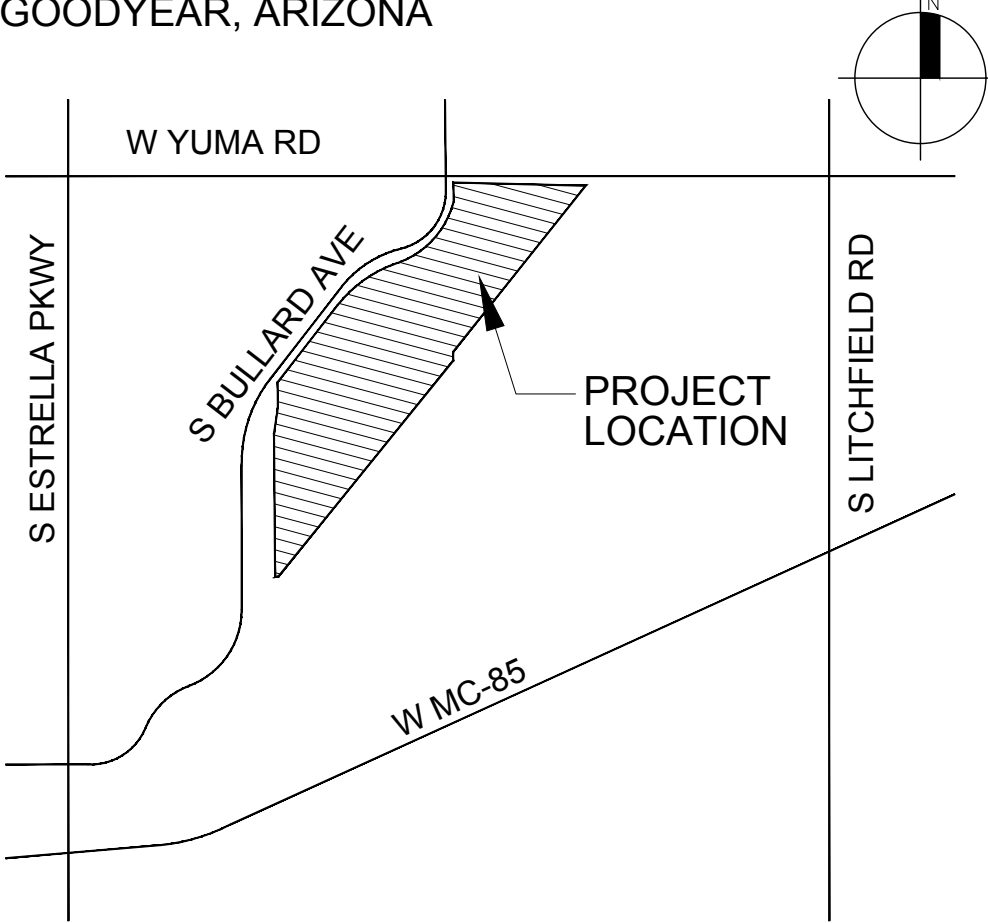


PROJECT DATA:

PROJECT NAME:	AIRPARK LOGISTICS CENTER
PROJECT ADDRESS:	S.E.C. of YUMA RD & BULLARD AVE GOODYEAR, AZ
APPLICANT:	LGE DESIGN GROUP CONTACT: JOHN MOCARSKI 1200 NORTH 52ND STREET PHOENIX, AZ. 85008 PHONE: 480-966-4001 E-MAIL: johnm@lgedesigngroup.com
PROJECT SCOPE:	FIVE NEW 1-STORY OFFICE/WAREHOUSE BUILDINGS OVER FIVE NEW LOTS
ASSESSOR PARCEL NO.:	500-07-006S, 500-07-001, 507-07-006T, 500-07-008K, 500-07-007J, 500-07-009F
GENERAL PLAN USE:	INDUSTRIAL (TO REMAIN)
CURRENT ZONING:	PAD (WITH UNDERLYING I-2)
TOTAL SITE AREA:	NET: +/- 7,415,994 S.F. (170.25 ACRES)
	SITE 1: +/- 948,103 S.F. (21.8 ACRES) SITE 2: +/- 1,297,488 S.F. (29.8 ACRES) SITE 3: +/- 1,503,715 S.F. (34.5 ACRES) SITE 4: +/- 1,614,077 S.F. (37.1 ACRES) SITE 5: +/- 2,052,611 S.F. (47.1 ACRES)
TOTAL LOT COVERAGE:	37.1%
TOTAL F.A.R.:	37.1%
STORIES:	ONE STORY
BUILDING AREAS:	2,748,250 S.F. TOTAL
	BUILDING A: 320,320 S.F. BUILDING B: 458,130 S.F. BUILDING C: 662,690 S.F. BUILDING D: 730,290 S.F. BUILDING E: 576,820 S.F.
BUILDING HEIGHTS:	BUILDING A: +/- 45'-0" TOP OF PARAPET BUILDING B: +/- 49'-0" TOP OF PARAPET BUILDING C: +/- 53'-0" TOP OF PARAPET BUILDING D: +/- 53'-0" TOP OF PARAPET BUILDING E: +/- 53'-0" TOP OF PARAPET

VICINITY MAP

GOODYEAR, ARIZONA



T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10450 N. 74th Street, Suite 120
Scottsdale, Arizona 85258
P: (602)265-0320

EMAIL: timmccqueen@tjmla.net



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AIRPARK LOGISTICS CENTER



NUMBER REVISION DATE

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET TITLE:

LANDSCAPE COVER SHEET

ISSUE DATE: 01/12/21

DRAWN BY: MJR / JPM

CHECKED BY:

PROJECT No.:

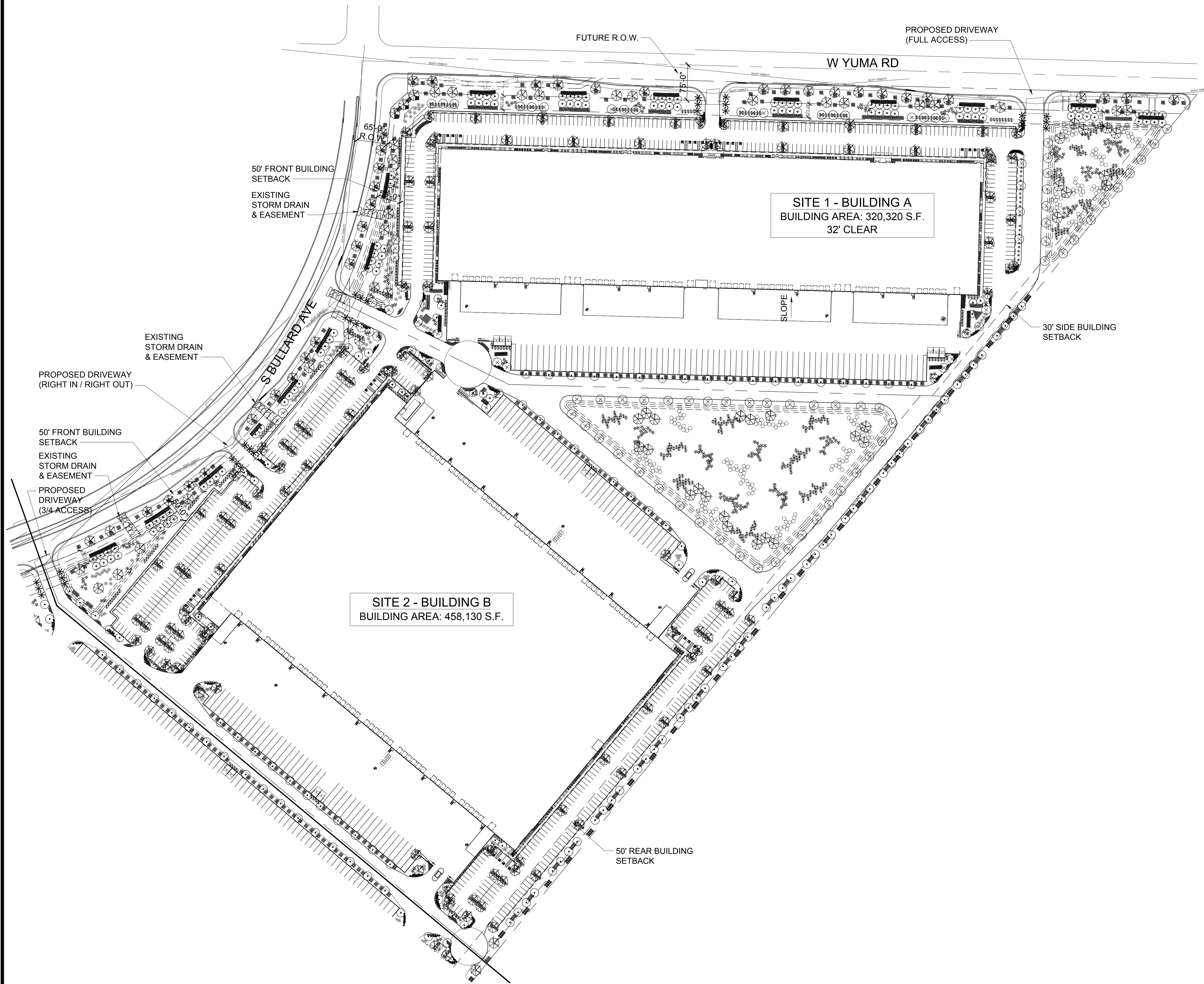
SHEET:

La.00



1200 N. 52nd Street ■ Phoenix, AZ ■ 85008
P: 480.966.4001

S.E.C. of YUMA ROAD & BULLARD AVENUE
GOODYEAR, AZ

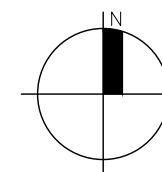
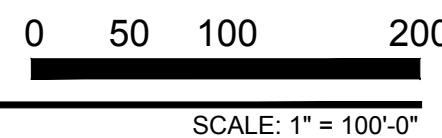


- ### LANDSCAPE LEGEND
- CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX
36" BOX (AS NOTED)
 - PISTACHE CHINENSIS
CHINESE PISTACHE
24" BOX
 - ACACIA ANEURA
MULGA ACACIA
24" BOX
36" BOX (AS NOTED)
 - SOPHORA SECUNDIFLORA
TEXAS MOUNTAIN LAUREL
24" BOX
 - QUERCUS VIRGINIANA
LIVE OAK
24" BOX
 - PHOENIX DACTYLIFERA
DATE PALM
18' TRUNK FT MATCHING
DIAMOND CUT
 - CAESALPINIA GILLIESII
YELLOW BIRD OF PARADISE
5 GALLON
 - TECOMA STANS
YELLOW BELLS
5 GALLON
 - AGAVE GEMNIFLORA
TWIN FLOWERED AGAVE
5 GALLON
 - DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
 - RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON
 - ACACIA REDOLENS
'DESERT CARPET' tm
1 GALLON
 - PACHYCEREUS MARGINATUS
MEXICAN FENCE POST
15 GALLON
 - LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
 - LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON
 - ALOE 'BLUE ELF'
BLUE ELF ALOE
1 GALLON
 - ECHINOCACTUS GRUSONII
GOLDEN BARREL
10" ROUND
- 1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street, Suite 120
Scottsdale, Arizona 85258
P: (602) 265-0320
EMAIL: timmcqueen@tjma.net



CONCEPTUAL LANDSCAPE PLAN - SITES 1 & 2



AIRPARK LOGISTICS CENTER

LGE | DESIGNBUILD

NUMBER REVISION DATE

PRELIMINARY
NOT FOR
CONSTRUCTION

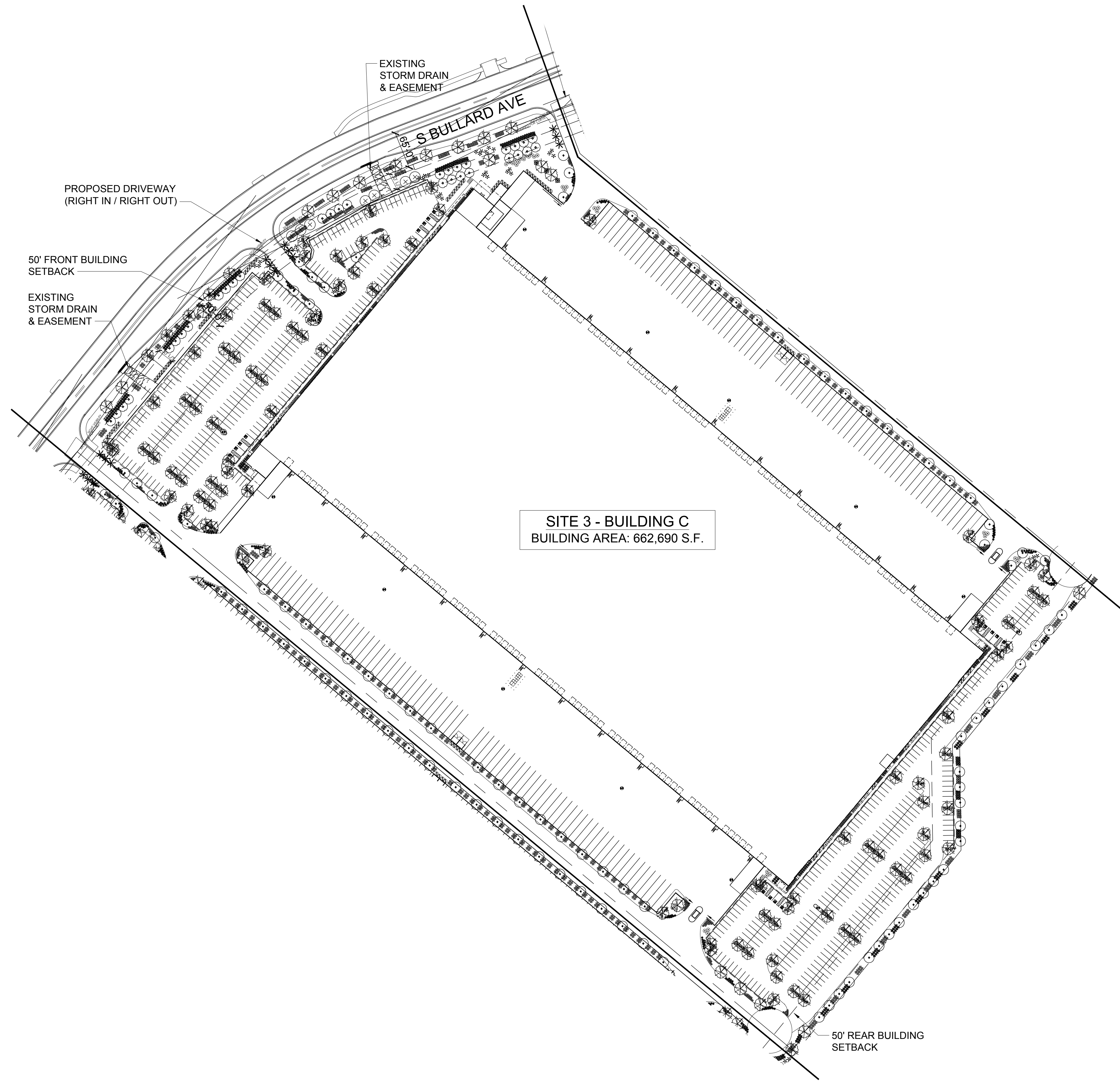
SHEET TITLE:
LANDSCAPE PLAN - SITES 1 & 2
ISSUE DATE: 01/12/21
DRAWN BY: MJR / JPM
CHECKED BY:
PROJECT No.:
SHEET: La.01

LGE | DESIGNGROUP

1200 N. 52nd Street ■ Phoenix, AZ ■ 85008
P: 480.966.4001

S.E.C. of YUMA ROAD & BULLARD AVENUE
GOODYEAR, AZ

PLANNING & ZONING SUBMITTAL - 01/12/21



- LANDSCAPE LEGEND
- CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX
36" BOX (AS NOTED)
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18' TRUNK FT MATCHING
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- DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
- RUELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON
- ACACIA REDOLENS
'DESERT CARPET' 1m
1 GALLON
- PACHYCEREUS MARGINATUS
MEXICAN FENCE POST
15 GALLON
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
- LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON
- ALOE 'BLUE ELF'
BLUE ELF ALOE
1 GALLON
- ECHINOCACTUS GRUSONII
GOLDEN BARREL
10" ROUND
- 1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS

T.J. McQUEEN & ASSOCIATES, INC.

LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING

10450 N. 74th Street, Suite 120
Scottsdale, Arizona 85258
P: (602) 265-0320

EMAIL: timmcqueen@tjmla.net

AIRPARK LOGISTICS CENTER

S.E.C. of YUMA ROAD & BULLARD AVENUE
GOODYEAR, AZ

DESIGNBUILD

PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET TITLE:
LANDSCAPE PLAN - SITE 3

ISSUE DATE:
01/12/21

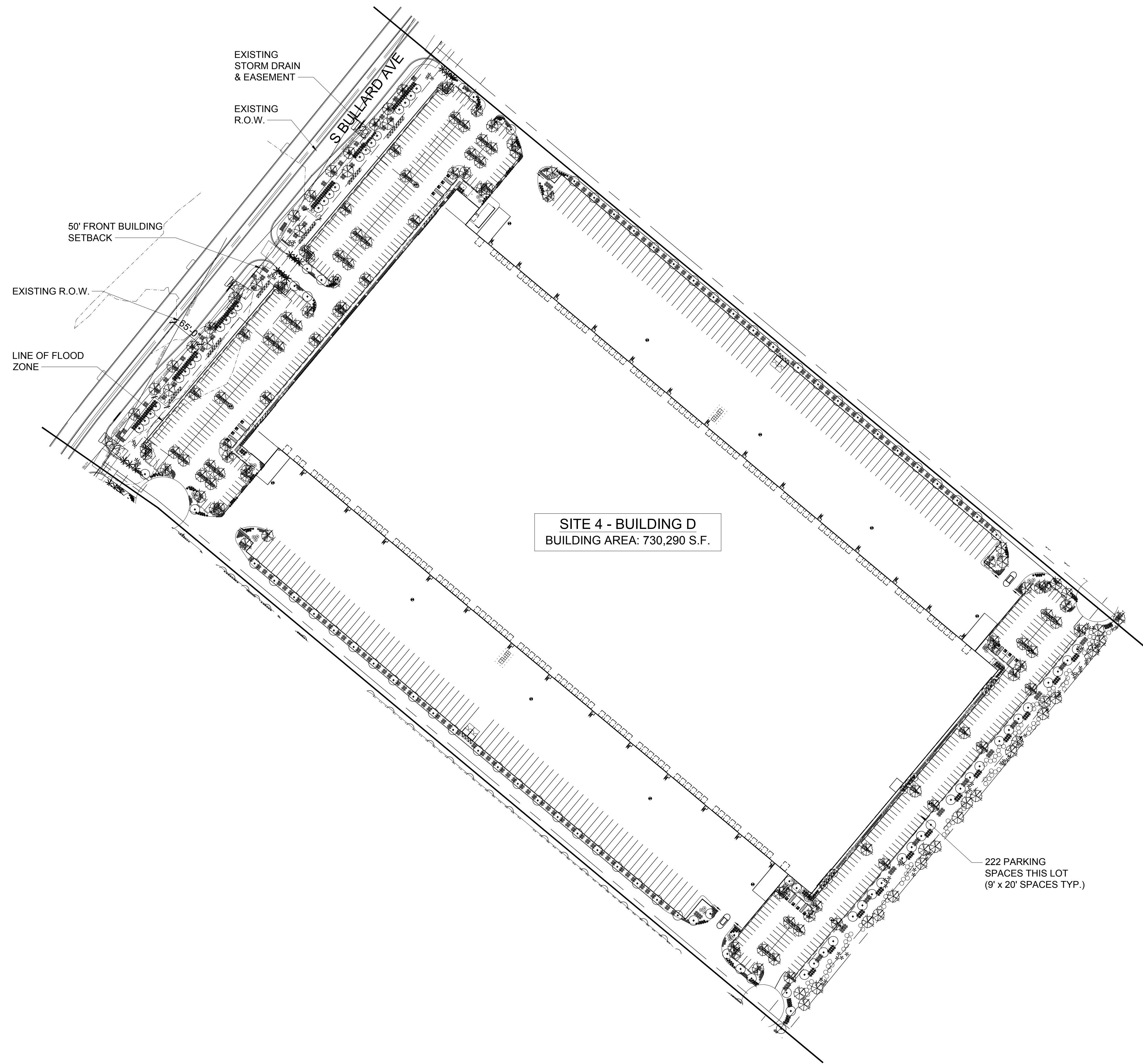
DRAWN BY:
MJR / JPM

CHECKED BY:

PROJECT No.:

SHEET:
La.02

PLANNING & ZONING SUBMITTAL - 01/12/21



- LANDSCAPE LEGEND**
- CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX
36" BOX (AS NOTED)
 - PISTACHE CHINENSIS
CHINESE PISTACHE
24" BOX
 - ACACIA ANEURA
MULGA ACACIA
24" BOX
36" BOX (AS NOTED)
 - SOPHORA SECUNDIFLORA
TEXAS MOUNTAIN LAUREL
24" BOX
 - QUERCUS VIRGINIANA
LIVE OAK
24" BOX
 - PHOENIX DACTYLIFERA
DATE PALM
18' TRUNK FT MATCHING
DIAMOND CUT
 - CAESALPINIA GILLIESII
YELLOW BIRD OF PARADISE
5 GALLON
 - TECOMA STANS
YELLOW BELLS
5 GALLON
 - AGAVE GEMNIFLORA
TWIN FLOWERED AGAVE
5 GALLON
 - DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
 - RUPELLIA PENINSULARIS
BAJA RUELLIA
5 GALLON
 - ACACIA REDOLENS
'DESERT CARPET' tm
1 GALLON
 - PACHYCEREUS MARGINATUS
MEXICAN FENCE POST
15 GALLON
 - LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
 - LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON
 - ALOE 'BLUE ELF'
BLUE ELF ALOE
1 GALLON
 - ECHINOCACTUS GRUSONII
GOLDEN BARREL
10" ROUND

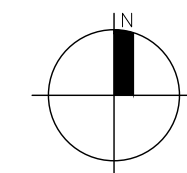
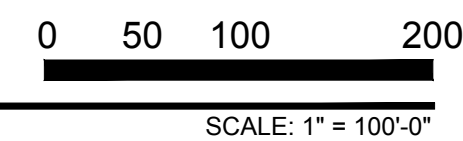
1/2" SCREENED SADDLEBACK BROWN
DECOMPOSED GRANITE
2" DEPTH IN ALL LANDSCAPE AREAS



T.J. McQUEEN & ASSOCIATES, INC.
LANDSCAPE ARCHITECTURE
URBAN DESIGN
SITE PLANNING
10450 N. 74th Street, Suite 120
Scottsdale, Arizona 85258
P: (602) 265-0320
EMAIL: timmcqueen@tjmla.net



CONCEPTUAL LANDSCAPE PLAN - SITE 4



AIRPARK LOGISTICS CENTER

S.E.C. of YUMA ROAD & BULLARD AVENUE
GOODYEAR, AZ

LGE | DESIGNBUILD

NUMBER	REVISION	DATE
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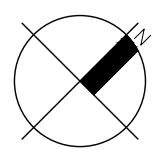
PRELIMINARY
NOT FOR
CONSTRUCTION

SHEET TITLE:
LANDSCAPE PLAN - SITE 4
ISSUE DATE: 01/12/21
DRAWN BY: MJR / JPM
CHECKED BY:
PROJECT No.:
SHEET:
La.03

PLANNING & ZONING SUBMITTAL - 01/12/21

LGE | DESIGNGROUP

1200 N. 52nd Street ■ Phoenix, AZ ■ 85008
P: 480.966.4001



La.04



Airpark Logistics Center Preliminary Plat

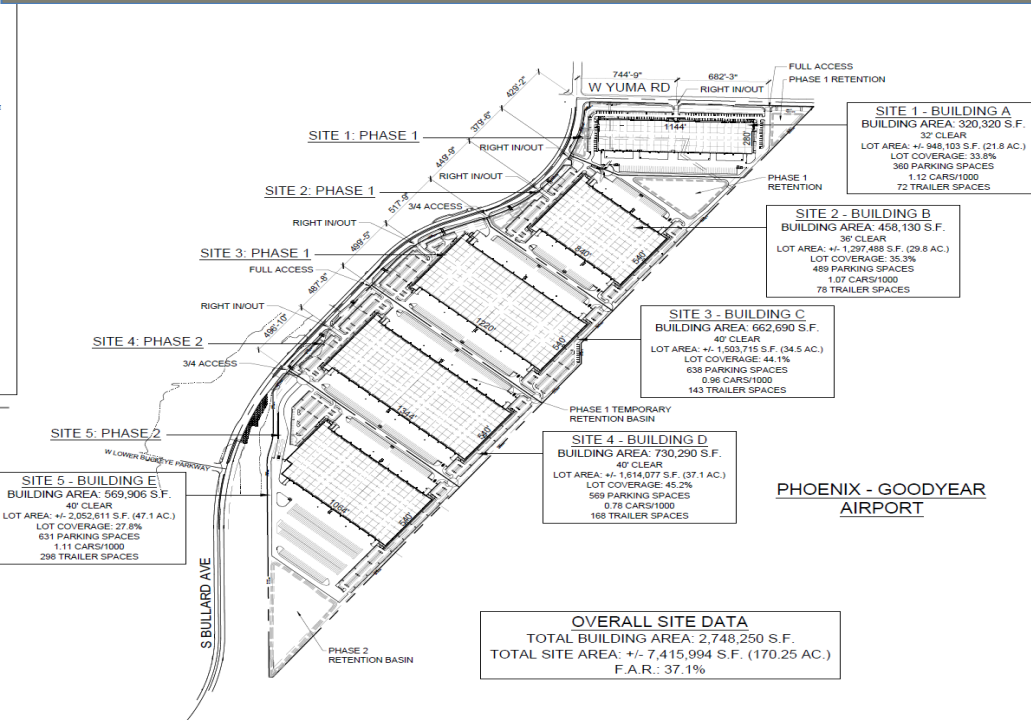


21-500-00001 - Preliminary Plat of Airport Logistics

Site Plan in Staff Review



AIRPARK LOGISTICS CENTER

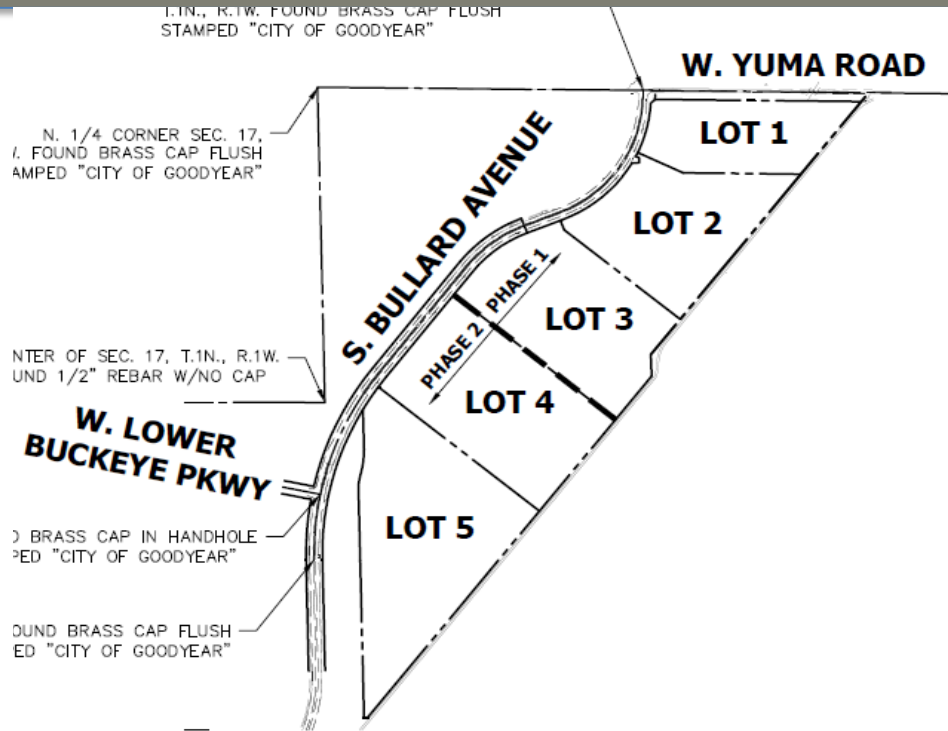


- 4 cross-dock warehouse distribution buildings on East side of Bullard, adjacent to PHX-GDYR Airport
- 1 single-loaded building fronting on Yuma
- 2,748,250 sq. ft. total

Preliminary Plat



AIRPARK LOGISTICS CENTER



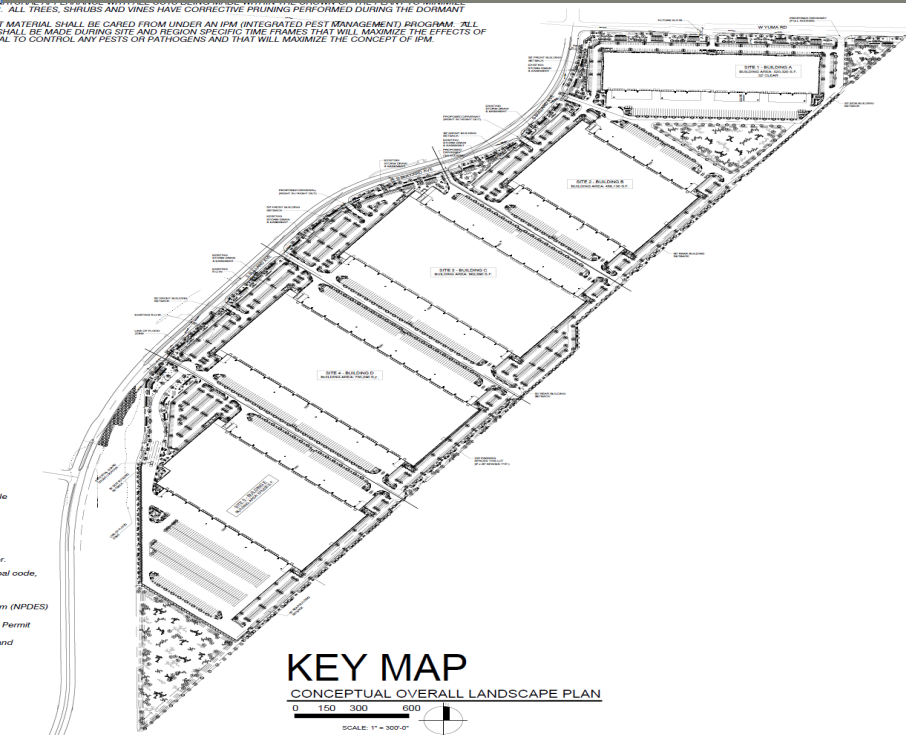
- Creating a lot for each of the 5 buildings
- Phasing plan proposes development in 2 phases

Landscape Plan



AIRPARK LOGISTICS CENTER

ALL TREES, SHRUBS AND VINES HAVE CORRECTIVE PRUNING PERFORMED DURING THE DORMANT
MATERIAL SHALL BE CARED FROM UNDER AN IPM (INTEGRATED PEST MANAGEMENT) PROGRAM. ALL
SHALL BE MADE DURING SITE AND REGION SPECIFIC TIME FRAMES THAT WILL MAXIMIZE THE EFFECTS OF
AL TO CONTROL ANY PESTS OR PATHOGENS AND THAT WILL MAXIMIZE THE CONCEPT OF IPM



- Landscape plan meets the requirements of the City Landscape Ordinance
- Stipulation included that existing median trees & plants removed for Bullard improvements will be relocated by Airpark Logistics to other city property

Recommendation



AIRPARK LOGISTICS CENTER

- Staff, and the Planning and Zoning Commission by a vote of 6 to 0, recommend approval of the preliminary plat subject to the stipulations in the CAR.



CITY COUNCIL ACTION REPORT

SUBJECT: VIEW 10 BUSINESS CENTER REZONING AND PAD OVERLAY
This item was continued from 5/24/2021.

STAFF PRESENTER(S): Karen Craver, Principal Planner

OTHER PRESENTER(S):

Jeff Blilie, Beus Gilbert McGroder PLLC

SUMMARY

A conditional rezoning of approximately 48.12 acres currently zoned Planned Area Development/Mixed Use Commercial, and generally located at the southeast corner of Sarival Avenue and McDowell Road, to C-2, General Commercial (30.51 acres) and MF-24, Multi-family Residential (17.61 acres), with a PAD Overlay on the entire 48.12 acres.

Recommendation

1. ADOPT RESOLUTION NO. 2021-2153 - A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-05A"; "VIEW 10 LEGAL DESCRIPTION"; "C-2 PARCEL LEGAL DESCRIPTION"; "MF-24 PARCEL LEGAL DESCRIPTION"; "VIEW 10 BUSINESS CENTER REZONING AND PAD OVERLAY DATED MAY, 2021"; AND "ARCHITECTURAL CHARACTER IMAGES".
2. ADOPT ORDINANCE NO. 2021-1503 - AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 48.12GROSS ACRES LOCATED AT THE SOUTHEAST CORNER OF SARIVAL AVENUE AND MCDOWELL ROAD FROM PLANNED AREA DEVELOPMENT/MIXED USE COMMERCIAL TO C-2 GENERAL COMMERCIAL (30.51 ACRES) AND MF-24 MULTI-FAMILY RESIDENTIAL (17.61 ACRES) WITH A PLANNED AREA DEVELOPMENT OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. (Karen Craver, Principal Planner)

FISCAL IMPACT

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

by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On May 9, 2005, the City Council approved the Final Planned Area Development (PAD) zoning for Palm Valley Phase VIII, which includes the subject property, with the adoption of Ordinance No. 05-940. In accordance with the Palm Valley Phase VIII PAD, the subject property was designated Planned Area Development/Mixed Use Commercial. The Mixed Use Commercial designation is subject to compliance with the permitted uses and development standards established within the city's C-2, General Commercial zoning district. This requested rezoning and PAD Overlay has not previously been presented to the City Council.

STAFF ANALYSIS

Current Policy:

A request to amend an approved PAD must be processed as a rezoning request, which requires public review by the Planning and Zoning Commission and public review and approval by the City Council. The proposed amendment must be consistent with the General Plan and should not adversely impact the surrounding area.

Details of the Request:

Sunbelt Land Holdings L.P., who purchased the subject property from Merit Partners in November 2019, has now brought forth this request to replace the Palm Valley Phase VIII PAD Mixed Use Commercial zoning on the Property with the city's C-2 General Commercial zoning district and the city's MF-24 Multi-family Residential zoning district, with a PAD Overlay on the entire property. The request is intended to create a mixed-use development that includes opportunities for retail, office and hotel uses, and an opportunity for a multi-family residential use, that can create a synergy between the uses within the development, and create a synergy with the existing commercial and residential uses in the vicinity of the proposed mixed-use development.

The PAD Overlay will allow an attached retail/warehouse use in the C-2 parcel, and will also allow a maximum residential building height of 48 feet (4 stories) in the MF-24 parcel, except for the residential buildings within 200 feet of the north property line of the parcel, which is limited to 40 feet (3 stories).

Evaluation Criteria:

Per the city of Goodyear Zoning Ordinance, the city's review and recommendation on a zoning amendment is to be guided by the following criteria:

1. Consistency with the General Plan

The existing Business/Commerce General Plan designation allows high density residential development in order to support the commercial, entertainment, and public & community facilities within the designation. This proposed rezoning and PAD overlay is consistent with the designation.

1. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

This proposed rezoning and PAD overlay is consistent with the current suitability of the subject property's physical and natural features for the permitted uses in the rezoning and PAD overlay.

2. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses

and zoning.

Uses and development surrounding the subject property include:

- North – Undeveloped PAD/C-1, Neighborhood Commercial zoned property and existing single family residential development
- South – The Harley Davidson dealership zoned PAD/Mixed Use Commercial with an Automotive and Related Commercial Overlay, and the I-10
- East – The Grayson Place Apartments zoned PAD/MF-24
- West – Vacant Land zoned PAD

1. Proposed zoning district’s consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

This proposed rezoning and PAD overlay is consistent with the current land uses within the immediate area, and the retail/warehouse use proposed in the C-2 parcel, subject to the conditions included in the PAD overlay, is consistent.

The proposed rezoning and PAD Overlay is also within the territory in the vicinity of a military airport (Luke AFB). However, because the mixed-used use development, which will include a residential component, will be located east of the base and therefore will not be within routine flight paths, Luke AFB finds that the rezoning and PAD Overlay will not negatively impact the flying operations at Luke AFB.

1. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

This proposed rezoning and PAD overlay is on property ideally situated for the proposed uses.

1. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

Fire Response:

The subject property will be served by Fire Station No. 185 at Pebble Creek Parkway and Clubhouse Drive, or by Fire Station No. 184/181 located at 16161 West Yuma Road.

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#185	4.69	2.35	4.69	2.35	#184/181	7.15	3.57	7.15	3.57

Police Response:

The property is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property as proposed. This proposed rezoning and PAD overlay does not impact the ability of the department to serve the property.

Streets/Transportation:

This rezoning and PAD overlay proposes access points on Sarival Avenue, McDowell Road, and 159th Avenue. A final determination regarding approval of the proposed access will occur during the plat and/or site plan review and approval process.

Water/Wastewater:

The subject property is within the Liberty Utilities water and sewer service area. All infrastructure necessary to serve the subject property will continue to be required to be installed by the property owner and/or developer.

1. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

This rezoning and PAD overlay does not change the requirement that the extension of utility lines needed to serve the property will be the responsibility of the property owner and/or developer as part of the development process.

1. General public concerns.

Public Participation:

In accordance with the city's Citizen Review Process, and to accommodate State and local provisions for social distancing as a result of COVID-19, an alternative notification process was used for this rezoning and PAD overlay. A formal citizen review meeting was not held, but notice providing information on the request was mailed to the owners of property within 500 feet of the subject property and other stakeholders. To date, staff has not received any public inquiries as a result of this notice.

Notice for the public hearings before the Planning and Zoning Commission and City Council on May 12, 2021 and May 24, 2021, respectively, included a postcard mailed to the owners of property within 500 feet of the subject property; a legal notice published in the Arizona Republic Southwest Edition on April 23, 2021; and a notice of public hearings sign posted on the subject property. Information on the rezoning request and these public hearings was also posted on the city's website. Following the notifications regarding the scheduled May public hearings, the May 12th Commission hearing was continued to June 9th, and the May 24th Council hearing was continued to June 21st. To date, staff has not received any public inquiries as a result of the additional notifications, or the continuances of the scheduled public hearings.

Planning and Zoning Commission Meeting:

The request for approval of the View 10 Business Center Rezoning and PAD Overlay was presented to the Commission at its meeting on June 9, 2021. The Commission recommended approval of the rezoning and PAD Overlay by a vote of 6 to 0. No member of the public appeared at the meeting regarding the request.

1. Whether the amendment promotes orderly growth and development.

This rezoning and PAD overlay will promote continued orderly growth and development in the area by allowing additional residential development that will in turn serve to attract commercial, employment, and hospitality uses to the area.

1. Any other factors related to the impact of the amendment on the general health, safety and

welfare of the citizens of the city and the general public.

This rezoning and PAD overlay will not impact the general health, safety and welfare of the citizens of the city or the general public.

Findings

Pursuant to the evaluation of this proposed rezoning and PAD overlay, staff finds that conditional approval of the View 10 Business Center and PAD Overlay, subject to the stipulations in Ordinance No. 2021-1503, attached hereto, is recommended.

Attachments

Ordinance No. 2021-2153

Resolution 2021-2153

Supplementary Zoning Map

View 10 Legal Description

C-2 Legal Description

Rezoning & PAD Overlay

Architectural Character Images

Aerial Photo

Narrative

Presentation

ORDINANCE NO. 2021-1503

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 48.12 GROSS ACRES LOCATED AT THE SOUTHEAST CORNER OF SARIVAL AVENUE AND MCDOWELL ROAD FROM PLANNED AREA DEVELOPMENT/MIXED USE COMMERCIAL TO C-2 GENERAL COMMERCIAL (30.51 ACRES) AND MF-24 MULTI-FAMILY RESIDENTIAL (17.61 ACRES) WITH A PLANNED AREA DEVELOPMENT OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES.

WHEREAS, the subject property consists of approximately 48.12 acres currently zoned Planned Area Development/Mixed Use Commercial and generally located at the southeast corner of Sarival Avenue and McDowell Road, as shown on Exhibit A Supplementary Zoning Map No. 20-05A and as more specifically described in Exhibit B View 10 Legal Descriptions, which documents were declared a public record by Resolution 2021-2153 and which are referred to and incorporated herein by this reference. The property described in Exhibit B View 10 Legal Description and the property described in B-2 MF-24 Parcel Legal Description is referred to as the "Property."

WHEREAS, on May 9, 2005, the City Council approved the Final Planned Area Development (PAD) zoning for Palm Valley Phase VIII, which includes the subject property, with the adoption of Ordinance No. 05-940; and

WHEREAS, in accordance with the Palm Valley Phase VIII PAD, the Mixed Use Commercial zoning is subject to compliance with the permitted uses and development standards established within the City's General Commercial (C-2) zoning district; and

WHEREAS, the Goodyear 2025 General Plan designates the subject property as Business & Commerce, which provides areas for the growth and development of the City's economic base, including areas for shopping and entertainment; and

WHEREAS, the Goodyear 2025 General Plan designation of the subject property as Business & Commerce includes a Transit Oriented Development Overlay, which denotes areas near existing and future transit sites and promotes additional density and compact, walkable development in these areas so that transit systems can become more efficient and successful; and

WHEREAS, the property owner is seeking to rezone the Property from the existing Palm Valley Phase VIII PAD mixed use commercial zoning with part of the Property (approximately 48.12 acres) being zoned C-2 General Commercial and another part of the Property (approximately 17.61 acres) being zoned MF-24 with a PAD overlay over the entire Property; and

WHEREAS, the intent of the rezoning is to create a mixed use development to be known as the View 10 Business Center that includes opportunities for retail, office and hotel uses and an opportunity for a multi-family residential use that can create a synergy between the uses within

the development, and create a synergy with the existing commercial and residential uses in the vicinity of the mixed use development; and

WHEREAS, the PAD Overlay will allow an attached retail/warehouse use, subject to conditions stated in the PAD Overlay, in the C-2 Parcel; and

WHEREAS, the PAD Overlay will allow a maximum building height of 48 feet (4 stories) within the MF-24 Parcel except that the maximum height within the portion of the MF-24 Parcel located within 200 feet of the north property line of the MF-24 Parcel is limited to 40 feet (3 stories); and

WHEREAS, City staff finds that the proposed rezoning will not adversely impact the surrounding area as there is an existing mix of commercial and multi-family development on the south side of McDowell Road between Pebble Creek Parkway and Sarival Avenue that has not adversely impacted existing single family, commercial, or multi-family development on either the south or north sides of McDowell Road between Pebble Creek Parkway and Sarival Avenue; and

WHEREAS, a request to rezone property requires public review by the Planning and Zoning Commission and public review and approval by the City Council; and

WHEREAS, public notice that the View 10 Business Center Rezoning and PAD Overlay was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on May 12, 2021, appeared in the Arizona Republic Southwest Valley edition on April 23, 2021; and

WHEREAS, the noticed May 12, 2021 public hearing before the Planning and Zoning Commission was continued on May 12, 2021 to June 9, 2021; and

WHEREAS, public notice that this amendment to the View 10 Business Center Rezoning and PAD Overlay is to be considered and reviewed at a public hearing held before the City Council on May 24, 2021 appeared in the Arizona Republic Southwest Valley edition on April 23, 2021; and

WHEREAS, the noticed May 24, 2021 public hearing before the City Council was continued on May 24, 2021 to June 21, 2021; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 9, 2021, and at that meeting the Commission voted 6 to 0 to recommend approval of the proposed rezoning; and

WHEREAS, the Mayor and Council of the City of Goodyear find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety and general welfare of the citizens of the City.

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

SECTION 1. PLANNED AREA DEVELOPMENT AMENDMENT

This Ordinance No. 2021-1503 applies to that real property in Goodyear, Maricopa County, Arizona, generally located at the southeast corner of McDowell Road and Sarival Avenue, as shown on that certain document titled Exhibit A Supplementary Zoning Map No. 20-05A, and as more specifically described in that certain document titled Exhibit B View 10 Legal Description, which documents were declared a public record by Resolution 2021-2153 and which are referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 2. The portion of the Property described in Exhibit C C-2 Parcel Legal Description, (the "C-2 Parcel") which document was declared a public record by Resolution 2021-2153 and which is referred to and made a part hereof as if fully set forth in this Ordinance is hereby conditionally rezoned to the C-2 (General Commercial) Zoning District with a PAD Overlay and the portion of the Property described in Exhibit D MF-24 Parcel Legal Description (the "MF-24 Parcel"), which document was declared a public record by Resolution 2021-2153 and which is referred to and made a part hereof as if fully set forth in this Ordinance is hereby conditionally rezoned to the MF-24 (Multi-Family Residential) Zoning District with a PAD Overlay.

SECTION 3. STIPULATIONS

That the rezoning provided for herein is subject to all of the following stipulations and conditions:

1. That certain document titled Exhibit E View 10 Business Center Rezoning and PAD Overlay dated May, 2021, which document was declared a public record by Resolution 2021-2153, and which is referred to and made a part hereof as if fully set forth in this Ordinance (hereinafter referred to as the "View 10 PAD Overlay") is hereby approved and adopted;
2. Development of the portion of the C-2 Parcel shall be developed in conformance with the provisions in the Goodyear Zoning Code applicable to the C-2 (General Commercial) Zoning District except as modified by the View 10 PAD Overlay and except as modified by the following stipulations and conditions herein;
3. Development of the portion of the MF-24 Parcel shall be developed in conformance with the provisions in the Goodyear Zoning Code applicable to the MF-24 (Multi-Family Residential District) Zoning District except as modified by the View 10 PAD Overlay and except as modified by the following stipulations and conditions herein;
4. The provisions of the City of Goodyear Zoning Ordinance and the provisions of the City of Goodyear Design Guidelines shall apply to the

development of Property except as modified by s otherwise modified by this Rezoning and PAD Overlay;

5. All buildings within the MF-24 Parcel shall be similar in design and quality, which includes but is not limited to, such architectural and design features as articulations, massing, and materials, as depicted in that document titled Exhibit F Architectural Character Images, which document was declared a public record by Resolution 2021-2153, and which is referred to and made a part hereof as if fully set forth in this Ordinance;
6. Approval of the rezoning does not constitute approval of the site plan. All future development within the Property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;
7. The Traffic Impact Study ("TIS") submitted to the City of Goodyear in support of the proposed rezoning is not approved. An updated TIS shall be submitted and approved by the City Engineer or his designee in the exercise of his/her discretion prior to the approval of the first site plan for development within the Property;
8. Owner shall, at Owner's sole cost, construct all infrastructure identified as being necessary for the proposed development of the Property and for ensuring that adequate public services are available to the Property in accordance with the Engineering Design Standards and Policy Manual and all other applicable City Codes, ordinances, and regulations. This includes, but is not limited to the infrastructure improvements identified herein.
9. Owner shall, at Owner's sole cost, dedicate all easements and rights-of-way that are: (i) required to be dedicated required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the city of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (ii) required for the construction of improvements for which Owner is responsible for constructing or for which Owner is responsible for making in-lieu payments, including the infrastructure improvements to be constructed pursuant to the stipulations herein; and (iii) required for public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision

regulations, Building Codes and Regulations, and the city of Goodyear's Engineering Design Standards and Policies. This may include, by way of example, but not limitation, right-of-way for half-street improvements for roadways abutting the boundary of the Property, right-of-way needed for full street improvements for internal roadways within the Property; right-of-way needed for the construction of traffic signals that Owner is to construct or for which Owner is required to make an in-lieu payment; public utility easements adjacent to all roadways within and abutting the boundary of the Property. The dedications of the rights-of-way for streets shall be lien free and in fee and the dedications of easements shall be lien free and in a form and substance acceptable to the City Attorney or his/her designee. The dedications required herein shall be made at the earlier of the following: (i) prior to the issuance of the first permit for development of the Property unless otherwise provided in a written phasing plan approved by the Goodyear City Engineer or his/her designee, in which case the timing of the dedications shall be in accordance with the requirements in the approved phasing plan; or (ii) at the time of the recordation of a final plat or minor land division subdividing all or part of the Property; or (iii) when requested by the Goodyear City Engineer or his/her designee;

10. Owner shall, at Owner's sole cost, construct a full traffic signal (all three legs of the intersection) at the intersection of West McDowell Road and the 161st Drive alignment. Unless the City Engineer or his/her designee approves a written phasing plan, the improvements referred to herein shall be completed and accepted by the City Engineer or his/her designee, subject only to the completion of the two-year warranty period, prior to issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property. If a written phasing plan is approved by the City Engineer, the improvements referred to herein shall be completed in accordance with the requirements of the Phasing Plan and the City Engineer or his/her designee shall be entitled, without liability to the City, to withhold Certificates of Completion, Temporary Certificate of Occupancies and/or Certificates of Occupancies for structures until the improvements have been completed and accepted by the City Engineer or his/her designees, subject only to the completion of the two-year warranty period, as required by the approved phasing plan;
11. Owner shall make an in-lieu payment for 25% of the cost of a full traffic signal, which is the cost of traffic signal infrastructure improvements for all four corners of an intersection, at the intersection at W. McDowell Road and N. 159th Avenue. The in-lieu payment shall be based on the actual cost of the traffic signal if it has been constructed or if the payment is required before the signal is constructed it shall be based on the

estimated cost of the traffic signal as determined by the City Engineer or designee. The in-lieu payment for the traffic signal at the intersection of W. McDowell Road and N. 159th Avenue shall be remitted to the City at the earlier of the following (i) the recordation of the first final plat or minor land division subdividing all or part of the Property; or (ii) the approval of the first site plan for development of all or part of the Property. No construction permits for development on the Property shall be issued until the in-lieu payment referred to herein has been paid to the City;

12. The Owner shall construct, at no cost to the City, all improvements needed for the completion of full-half street improvements except for ½ a median and ½ median landscaping for the section of W. McDowell Road along or adjacent to the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, including but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “W. McDowell Road Improvements”). Unless the City Engineer or his/her designee approves a written phasing plan, the improvements referred to herein shall be completed and accepted by the City Engineer or his/her designee, subject only to the completion of the two-year warranty period, prior to issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property. If a written phasing plan is approved by the City Engineer, the improvements referred to herein shall be completed in accordance with the requirements of the Phasing Plan and the City Engineer or his/her designee shall be entitled, without liability to the City, to withhold Certificates of Completion, Temporary Certificate of Occupancies and/or Certificates of Occupancies for structures until the improvements have been completed and accepted by the City Engineer or his/her designees, subject only to the completion of the two-year warranty period, as required by the approved phasing plan;
13. The Owner shall construct, at no cost to the City, all improvements needed for the completion of full-half street improvements except for ½ a median and ½ median landscaping for the section of North Sarival Avenue along or adjacent to the frontage of the Property required for an Arterial as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, including but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “N. Sarival Avenue Improvements”). Unless the City Engineer or his/her designee approves a written phasing plan, the improvements referred to herein shall be completed and accepted by the City Engineer or his/her designee, subject only to the completion of the two-year warranty period, prior to issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property. If a written phasing plan is approved by the City Engineer, the improvements referred to herein

shall be completed in accordance with the requirements of the Phasing Plan and the City Engineer or his/her designee shall be entitled, without liability to the City, to withhold Certificates of Completion, Temporary Certificate of Occupancies and/or Certificates of Occupancies for structures until the improvements have been completed and accepted by the City Engineer or his/her designees, subject only to the completion of the two-year warranty period, as required by the approved phasing plan;

14. The Owner shall construct, at no cost to the City, all improvements needed for the completion of full-half street improvements for the section of N. 159th Avenue along or adjacent to the frontage of the Property required for Minor Collector as set forth in the Engineering Design Standards in effect at the time the improvements are constructed, including but not limited to, pavement, curb and gutter, sidewalks, street frontage landscape and landscape irrigation, and street lighting (the “N. 159th Avenue Improvements”). Unless the City Engineer or his/her designee approves a written phasing plan, the improvements referred to herein shall be completed and accepted by the City Engineer or his/her designee, subject only to the completion of the two-year warranty period, prior to issuance of any Certificate of Completion, Temporary Certificate of Occupancy and/or Certificate of Occupancy for any structure within the Property. If a written phasing plan is approved by the City Engineer, the improvements referred to herein shall be completed in accordance with the requirements of the Phasing Plan and the City Engineer or his/her designee shall be entitled, without liability to the City, to withhold Certificates of Completion, Temporary Certificate of Occupancies and/or Certificates of Occupancies for structures until the improvements have been completed and accepted by the City Engineer or his/her designees, subject only to the completion of the two-year warranty period, as required by the approved phasing plan;
15. The City will not accept a public street within the section of the 161st Drive alignment located within the Property. The section of the 161st Drive alignment within the Property shall be developed as a private street or driveway owned and maintained by a property association. The private street or driveway located within the 161st Drive alignment shall comply with applicable requirements in the Engineering Design Standards in effect at the time the improvements are constructed. The improvements within the 161st Drive alignment shall include a bridge or other form of crossing acceptable to the City Engineer or his/her designee over any open channels or ditches, including any open RID canal or ditch;
16. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property,

including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City;

17. Any modifications to irrigation facilities shall be coordinated with the appropriate Irrigation District/private owner; and

18. In the event of any conflict between the stipulations set forth herein and either the Goodyear Zoning Code or the View 10 PAD Overlay, the stipulations shall govern.

SECTION 4. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in this Ordinance by the adoption of Supplementary Zoning Map 20-05A, which document was declared a public record by Resolution 2021-2153, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 5. ABRIDGMENT OF OTHER LAWS

Except where expressly provided, nothing contained herein shall be construed to be an abridgement of any other ordinance, regulation, or requirement of the City of Goodyear.

SECTION 6. CORRECTIONS

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

SECTION 7. SEVERABILITY

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

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the zoning ordinance being amended by this ordinance shall remain in full force and effect until the effective date of this ordinance.

SECTION 9. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

- A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, **building, structure**, sign, landscaped area, **parking lot** or fence, or to permit the use of any **lot** or land contrary to, or in violation of any provisions of this **Ordinance**, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land **use** that is specifically prohibited by this **Ordinance** or is unspecified and not classified by the **Zoning Administrator** is prohibited in any **district**.
- B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (**Person**). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.
- C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.
- D. Penalty. Any **Person** who violates any of the provisions of this **Ordinance** and any **amendments** there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:
 - 1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or
 - 2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

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

Date: _____

APPROVED AS TO FORM:

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

Given under my hand and sealed this _____ day of _____, 20____.

City Clerk

RESOLUTION NO. 2021-2153

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-05A”; “VIEW 10 LEGAL DESCRIPTION”; “C-2 PARCEL LEGAL DESCRIPTION”; “MF-24 PARCEL LEGAL DESCRIPTION”; “VIEW 10 BUSINESS CENTER REZONING AND PAD OVERLAY DATED MAY, 2021”; AND “ARCHITECTURAL CHARACTER IMAGES”.

Now, therefore, be it resolved by the Mayor and Council of the city of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 20-05A”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

That certain document titled “View 10 Legal Description”, a copy of which is attached hereto as Exhibit B, is hereby declared a public record.

That certain document titled “C-2 Parcel Legal Description”, a copy of which is attached hereto as Exhibit C, is hereby declared a public record.

That certain document titled “MF-24 Parcel Legal Description”, a copy of which is attached hereto as Exhibit D, is hereby declared a public record.

That certain document titled “View 10 Business Center Rezoning and PAD Overlay dated May, 2021”, a copy of which is attached hereto as Exhibit E, is hereby declared a public record.

That certain document titled “Architectural Character Images”, a copy of which is attached hereto as Exhibit F, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of zoning Ordinance No. 2021-1503.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Three copies of each of the aforementioned documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 20-05A

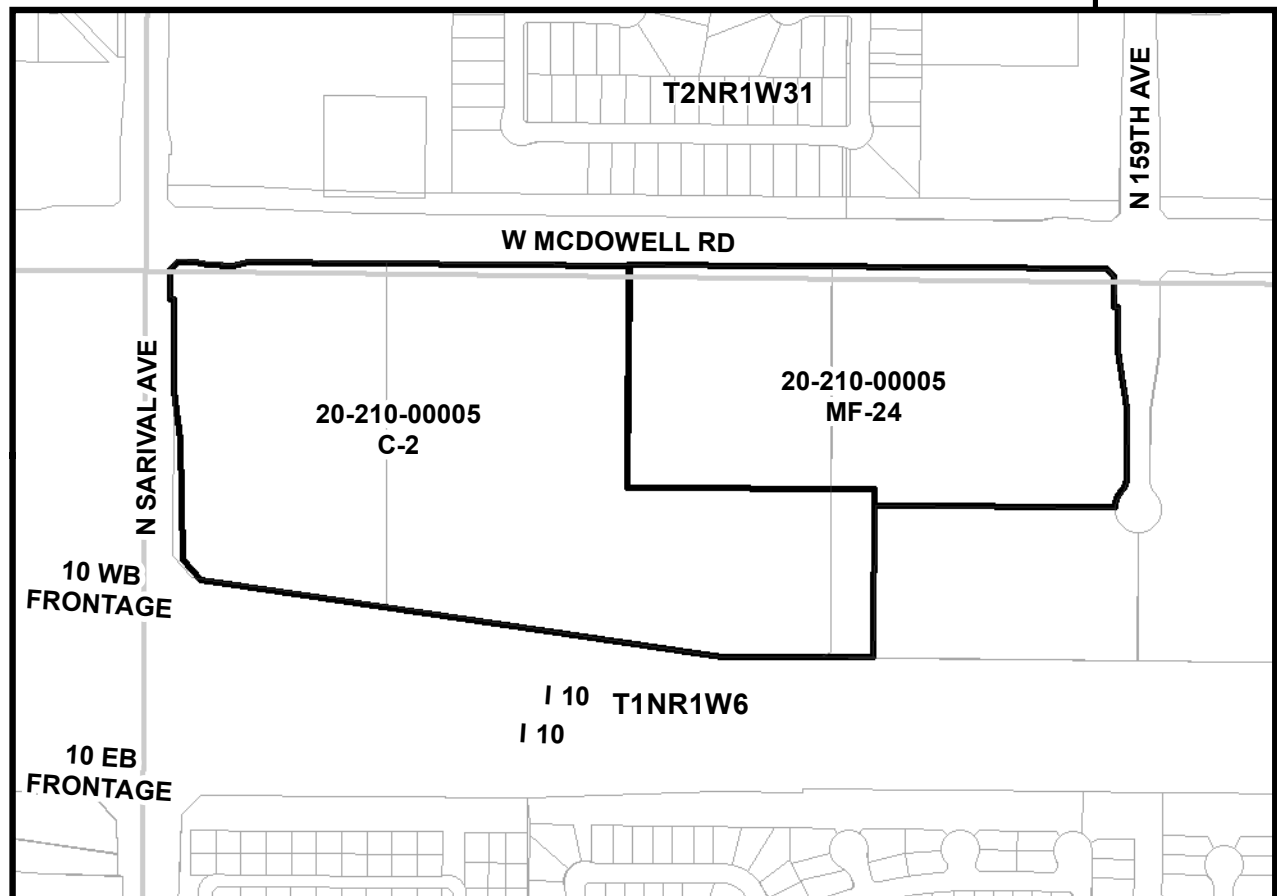
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2021.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the Northwest Quarter of Section 6, Township 1 North,
Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT
A

REZONE FROM PAD TO
C-2 AND MF-24 WITH PAD OVERLAY

20-210-00005

DATE:
May 2021

EXHIBIT B
VIEW 10
LEGAL DESCRIPTION

PARCEL NO. 1:

A PORTION OF TRACT AX OF PALM VALLEY PHASE VIII SOUTH PARCEL, ACCORDING TO THE PLAT OF RECORD IN BOOK 839 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS (MCR) AND AFFIDAVIT OF CORRECTION RECORDED IN 2010-0837584 OF OFFICIAL RECORDS, MCR, BEING ALL OF THAT CERTAIN TRACT DESCRIBED IN A DEED FROM STATE OF ARIZONA TO RP SARIVAL LLC RECORDED IN 2011-0671314 OF OFFICIAL RECORDS, MCR, A PORTION OF PARCEL 1 AND ALL OF PARCEL 2 OF THE MINOR LAND DIVISION MAP FOR TRACT AW, PALM VALLEY PHASE VIII SOUTH PARCEL, ACCORDING TO THE PLAT OF RECORD IN BOOK 1003 OF MAPS, PAGE 9, MCR, AND BEING SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST AND A PORTION OF NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, AND BEING MORE COMPLETELY DESCRIBED AS FOLLOWS, TO-WIT:

COMMENCING AT A FOUND MARICOPA COUNTY BRASS CAP IN HANDHOLE FOR THE EAST QUARTER CORNER OF SECTION 1, TOWNSHIP 1 NORTH, RANGE 2 WEST, FROM WHICH A FOUND MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN HANDHOLE FOR THE WEST QUARTER CORNER OF SAID SECTION 6 BEARS SOUTH 00 DEGREES 02 MINUTES 04 SECONDS EAST – 43.15 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST (BASIS OF BEARINGS) ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 2604.24 FEET TO A FOUND CITY OF GOODYEAR BRASS CAP FLUSH STAMPED “RLS #39229” FOR THE NORTHWEST CORNER OF SAID SECTION 6;

THENCE SOUTH 89 DEGREES 35 MINUTES 52 SECONDS EAST ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 65.00 FEET TO THE WEST LINE OF SAID TRACT AX AND THE EAST RIGHT-OF-WAY LINE OF NORTH SARIVAL AVENUE AS SHOWN IN SAID PLAT OF PALM VALLEY PHASE VIII SOUTH PARCEL, SAID POINT BEING THE TRUE POINT OF BEGINNING;

THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG SAID WEST LINE AND EAST RIGHT-OF-WAY LINE,

A DISTANCE OF 9.21 FEET TO A FOUND 1/2” REBAR WITH CAP STAMPED “RLS #10846” FOR THE BEGINNING OF A CORNER CLIP AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF WEST MCDOWELL ROAD AS SHOWN IN SAID PLAT OF PALM VALLEY PHASE VIII SOUTH PARCEL; THENCE NORTH 45 DEGREES 12 MINUTES 52 SECONDS EAST ALONG A NORTHWESTERLY LINE OF SAID TRACT AX AND SAID CORNER CLIP, A DISTANCE OF 29.39 FEET TO THE END OF SAID CORNER CLIP;

THENCE SOUTH 89 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT AX AND THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST MCDOWELL ROAD, A DISTANCE OF 46.61 FEET TO A FOUND 1/2” REBAR WITH CAP STAMPED “RLS #10846”;

THENCE SOUTH 80 DEGREES 39 MINUTES 40 SECONDS EAST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 32.21 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846";

THENCE SOUTH 89 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 35.70 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846";

THENCE SOUTH 00 DEGREES 24 MINUTES 30 SECONDS WEST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 5.00 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846";

THENCE SOUTH 89 DEGREES 35 MINUTES 30 SECONDS EAST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 30.00 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846";

THENCE NORTH 76 DEGREES 22 MINUTES 20 SECONDS EAST ALONG SAID NORTH LINE AND SOUTH RIGHT-OF-WAY LINE, A DISTANCE OF 41.23 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846";

THENCE SOUTH 89 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE NORTH LINE OF SAID TRACT AX, THE NORTH LINE OF SAID PARCEL 1, AND THE SOUTH RIGHT-OF-WAY LINE OF SAID WEST MCDOWELL ROAD, A DISTANCE OF 1515.50 FEET TO A FOUND 1/2" REBAR WITH CAP STAMPED "RLS #10846", FOR THE NORTHEAST CORNER OF SAID PARCEL 1, SAME BEING THE NORTHWEST CORNER OF PARCEL A OF THE MINOR LAND DIVISION MAP FOR TRACT AV, PALM VALLEY PHASE VIII SOUTH PARCEL RECORDED IN BOOK 1278 OF MAPS, PAGE 25, MCR;

THENCE SOUTH 00 DEGREES 03 MINUTES 11 SECONDS WEST DEPARTING SAID SOUTH RIGHT-OF-WAY LINE AND CONTINUE ALONG THE EAST LINE OF SAID PARCEL 1 AND THE WEST LINE OF PARCEL A, A DISTANCE OF 1000.14 FEET;

THENCE SOUTH 57 DEGREES 21 MINUTES 58 SECONDS WEST ALONG SAID EAST AND WEST LINES, A DISTANCE OF 26.45 FEET TO THE SOUTHWEST CORNER OF SAID PARCEL A AND BEING IN THE NORTH RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY NO. 10 AS DESCRIBED IN 2010-1067532 OF OFFICIAL RECORDS, MCR AND 2011-0671172 OF OFFICIAL RECORDS, MCR;

THENCE NORTH 89 DEGREES 36 MINUTES 36 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE, A DISTANCE OF 258.45 FEET TO A FOUND ARIZONA DEPARTMENT OF TRANSPORTATION 3" ALUMINUM CAP STAMPED "ADOT PROJECT, R.O.W.-2014, LS #39229";

THENCE NORTH 81 DEGREES 41 MINUTES 00 SECONDS WEST ALONG SAID NORTH RIGHT-OF-WAY LINE DESCRIBED IN 2011-0671172 OF OFFICIAL RECORDS, MCR, A DISTANCE OF 1394.44 FEET TO A FOUND ARIZONA DEPARTMENT OF TRANSPORTATION 3" ALUMINUM CAP STAMPED "ADOT PROJECT, R.O.W.-2014, LS #39229" FOR THE BEGINNING OF A CORNER CLIP AT THE INTERSECTION OF SAID NORTH RIGHT-OF-WAY LINE AND THE EAST RIGHT-OF-WAY LINE OF NORTH SARIVAL AVENUE;

THENCE NORTH 40 DEGREES 47 MINUTES 20 SECONDS WEST ALONG SAID CORNER CLIP, A DISTANCE OF 75.76 FEET TO A FOUND ARIZONA DEPARTMENT OF TRANSPORTATION 3" ALUMINUM CAP STAMPED "ADOT PROJECT, R.O.W.-

2014, LS #39229" FOR THE END OF SAID CORNER CLIP AND BEING THE EAST RIGHT-OF-WAY LINE OF NORTH SARIVAL AVENUE AS DESCRIBED IN 2011-0671172 OF OFFICIAL RECORDS, MCR;

THENCE NORTH 00 DEGREES 03 MINUTES 45 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 668.73 FEET TO A ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP STAMPED "RLS #39229";

THENCE NORTH 89 DEGREES 56 MINUTES 54 SECONDS WEST ALONG SAID EAST RIGHT-OF-WAY LINE, A DISTANCE OF 10.34 FEET TO A ARIZONA DEPARTMENT OF TRANSPORTATION ALUMINUM CAP STAMPED "RLS #39229";

THENCE NORTH 00 DEGREES 03 MINUTES 03 SECONDS EAST ALONG SAID EAST RIGHT-OF-WAY LINE, BEING 65.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 67.03 FEET TO THE POINT OF BEGINNING.

PARCEL NO. 2:

PARCEL A OF THE MINOR LAND DIVISION MAP OF "TRACT AV, PALM VALLEY PHASE VIII SOUTH PARCEL", ACCORDING TO THE PLAT OF RECORD IN BOOK 1278 OF MAPS, PAGE 25, MCR.

**EXHIBIT C
C-2 PARCEL
LEGAL DESCRIPTION**

THAT PORTION OF TRACT AX OF PALM VALLEY PHASE VIII SOUTH PARCEL, ACCORDING TO THE PLAT OF RECORD IN BOOK 839 OF MAPS, PAGE 49 OF MARICOPA COUNTY RECORDS (MARICOPA COUNTY RECORDS) AND AFFIDAVIT OF CORRECTION RECORDED IN 2010-0837584 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS, BEING ALL OF THAT CERTAIN TRACT DESCRIBED IN A DEED FROM STATE OF ARIZONA TO RP SARIVAL LLC RECORDED IN 2011-0671314 OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS, A PORTION OF PARCEL 1 AND ALL OF PARCEL 2 OF THE MINOR LAND DIVISION MAP FOR TRACT AW, PALM VALLEY PHASE VIII SOUTH PARCEL, ACCORDING TO THE PLAT OF RECORD IN BOOK 1003 OF MAPS, PAGE 9, MARICOPA COUNTY RECORDS, TOGETHER WITH THAT PORTION OF PARCEL A OF THE MINOR LAND DIVISION MAP OF "TRACT AV, PALM VALLEY PHASE VIII SOUTH PARCEL", ACCORDING TO THE PLAT OF RECORD IN BOOK 1278 OF MAPS, PAGE 25, MARICOPA COUNTY RECORDS. LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 2 NORTH, RANGE 1 WEST AND A PORTION OF NORTHWEST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST WESTERLY NORTHWEST CORNER OF SAID TRACT AX, MARKED BY A 1/2" REBAR & CAP STAMPED "LS 10846, THENCE NORTH 45°13'47" EAST, ALONG THE NORTHWESTERLY LOT LINE OF SAID TRACT AX, A DISTANCE OF 29.61 FEET;

THE FOLLOWING SEVEN COURSES ARE ALONG THE NORTH LOT LINE OF SAID TRACT AX:

THENCE SOUTH 89°35'28" EAST, A DISTANCE OF 46.57 FEET;
THENCE SOUTH 80°39'40" EAST, A DISTANCE OF 32.09 FEET;
THENCE SOUTH 89°35'30" EAST, A DISTANCE OF 35.70 FEET;

THENCE SOUTH 00°24'30" WEST, A DISTANCE OF 5.00 FEET;
THENCE SOUTH 89°35'30" EAST, A DISTANCE OF 30.00 FEET;
THENCE NORTH 76°22'20" EAST, A DISTANCE OF 41.15 FEET;
THENCE SOUTH 89°35'28" EAST, A DISTANCE OF 990.92 FEET;
THENCE DEPARTING SAID NORTH LOT LINE, SOUTH 00°24'09" WEST, A DISTANCE OF 577.31 FEET;
THENCE SOUTH 89°35'52" EAST, A DISTANCE OF 643.58 FEET;
THENCE SOUTH 00°25'44" WEST, A DISTANCE OF 437.32 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL A, SAID POINT ALSO BEING ON THE NORTH RIGHT OF WAY LINE OF INTERSTATE HIGHWAY NO. 10 AS DESCRIBED IN DOCUMENT NUMBERS 2010-1067532, AND 2011-0671172, OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS;

THENCE NORTH 89°36'00" WEST, ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 393.22 FEET;

THENCE NORTH 81°41'08" WEST, CONTINUING ALONG SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1372.53 FEET TO THE SOUTHEAST CORNER OF THOSE CERTAIN SPECIAL WARRANTY DEEDS FOR THE ARIZONA DEPARTMENT OF TRANSPORTATION DEPARTMENT RECORDED IN DOCUMENT NUMBERS 2011-0671172, AND 2011-06713134, OF OFFICIAL RECORDS, MARICOPA COUNTY RECORDS;

THE FOLLOWING THREE COURSES ARE ALONG THE EAST LINE OF SAID SPECIAL WARRANTY DEEDS:

THENCE NORTH 40°46'29" WEST, A DISTANCE OF 71.86 FEET;

THENCE NORTH 00°52'03" WEST, A DISTANCE OF 307.64 FEET;

THENCE NORTH 08°22'22" WEST, A DISTANCE OF 131.18 FEET TO A POINT ON THE WEST LOT LINE OF SAID TRACT AX;

THE FOLLOWING THREE COURSES ARE ALONG THE WEST LOT LINE OF SAID TRACT AX:

THENCE NORTH 00°03'03" EAST, A DISTANCE OF 237.49 FEET;

THENCE NORTH 89°58'58" WEST, A DISTANCE OF 10.30 FEET;

THENCE NORTH 00°03'03" EAST, A DISTANCE OF 76.13 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,329,016 SQUARE FEET, OR 30.510 ACRES, MORE OR LESS.

EXHIBIT E
VIEW 10 BUSINESS CENTER
Rezoning and PAD Overlay
May 2021

1. Underlying Zoning

Rezoning approximately 48 acres as follows:

- the zoning for Parcel A, which is legally described in Exhibit B-1 Parcel A C-2 Parcel Legal Description attached as part of Exhibit B, which was declared a public record by Resolution 2021-2153 and which is referred to and incorporated herein by this reference, is zoned C-2 General Commercial (30.51 acres) with PAD Overlay;
- the zoning for Parcel B, which is legally described in Exhibit B-2 Parcel B MF-24 Parcel Legal Description attached as part of Exhibit B, which was declared a public record by Resolution 2021-2153 and which is referred to and incorporated herein by this reference is zoned MF-24 Residential (17.61 acres) with PAD Overlay.

A parcel map depicting Parcel A and Parcel B is attached hereto as Exhibit 1.

2. Permitted Uses

C-2 General Commercial: The permitted uses within the C-2 General Commercial portion of the property shall be those uses allowed in the C-2 General Commercial zoning district as set forth in the City of Goodyear Zoning Ordinance, except as modified herein.

Additional Permitted C-2 General Commercial Uses:

- Medical laboratories, excluding animal research
- Medical offices or Clinics
- Offices for professional, administrative, clerical and sales services
- Financial institutions, including drive-through windows, but excluding non-chartered financial institutions
- Attached Retail/Warehouse, subject to the following conditions
 - 1) Total square footage of the combined uses cannot exceed 200,000 sq. ft.
 - 2) The ratio of warehouse space to retail space cannot exceed 4 to 1
 - 3) The screening requirements for loading, delivery, roll-up/dock doors and service and wash bays of Goodyear Zoning Ordinance Section 3-4-3 B.8.b. All other Zoning Ordinance and Design Guidelines screening requirements of warehouse use shall also apply.
 - 4) The warehouse hours of operation are limited to times between 7:00am and 7:00pm

Prohibited C-2 General Commercial Uses:

- Adult bookstore, adult novelty store and adult theater

- Pawn shop
- Second hand stores
- Non-Chartered Financial Institution
- Massage Establishment, Tattoo Studio and Body Piercing Studio
- Establishments that allow for the on-premise consumption of tobacco products, including cigarettes, cigars and e-cigarettes or other vaping products
- Any retail establishment that either devotes twenty (20) percent or more of floor area or display area to, or derives seventy-five (75) percent or more of gross sale receipts from, the sale or exchange of tobacco products including cigarettes, cigars and e-cigarettes or other vaping products

MF-24 Residential: The permitted uses within the MF-24 Residential portion of the property shall be those uses allowed in the MF-24 Residential zoning district as set forth in the City of Goodyear Zoning Ordinance.

3. Development Standards

C-2 General Commercial: The C-2 General Commercial development standards, as set forth in the City of Goodyear Zoning Ordinance, shall apply to the portion of the property designated C-2 General Commercial except as modified herein.

MF-24 Residential: The MF-24 Residential development standards, as set forth in the City of Goodyear Zoning Ordinance, shall apply to the portion of the property designated MF-24 Residential. The minimum density within the MF-24 portion of the property shall be 12 du/acre, except as modified herein.

MF-24 DISTRICT	
District	MF-24
Building Type	Multi-family
Maximum Height	· Four stories (maximum 48') except as follows. Three stories (maximum 40') within 200' of the north property line .

Except as modified herein, all applicable provisions in the City of Goodyear Zoning Ordinance shall apply to the development of the Property, including by way of example but not limitation, the property improvement standards in Article 5, the parking requirements in Article 6, and the sign regulations in Article 7.

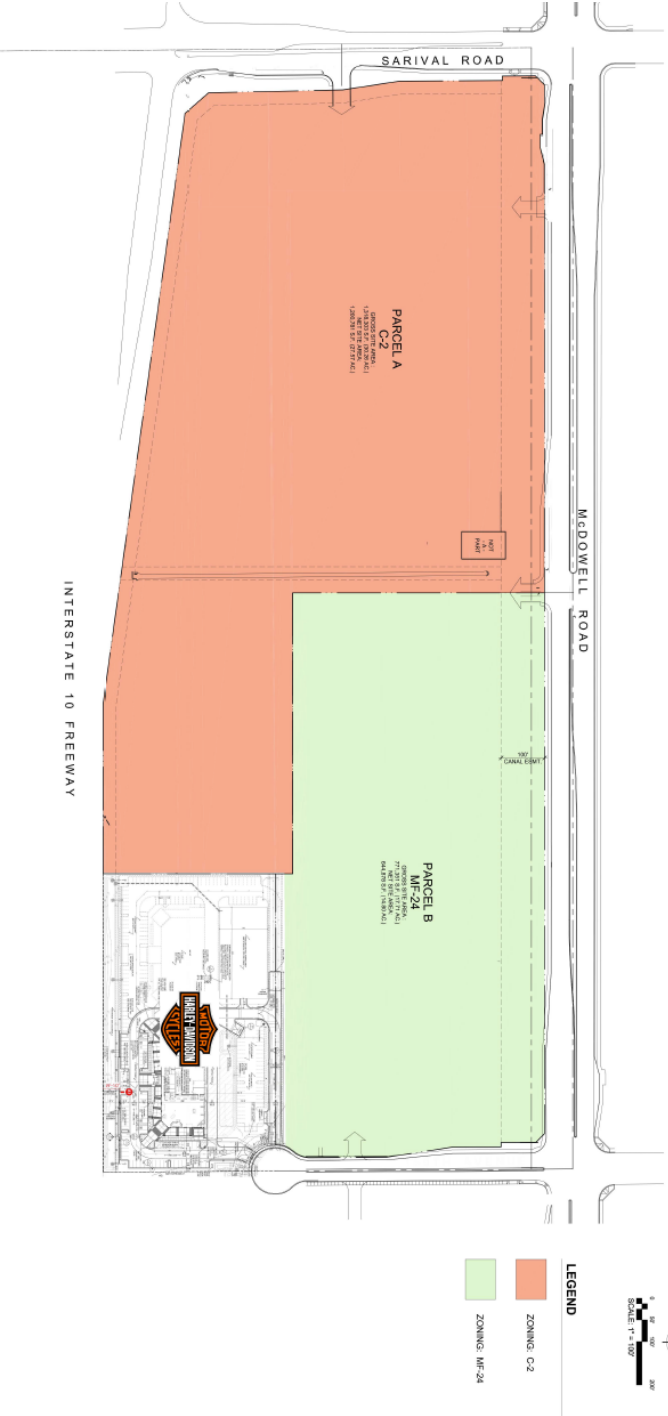
4. Design Standards

Development within the property shall comply with the provisions of the City of Goodyear Zoning Ordinance, the Engineering Design Standards and the Design Guidelines, except as modified herein.

Additional Design Standards

- A Master Site Plan will be required with the submittal of the first site plan. The purpose of this Master Site Plan will be to determine phasing, location and responsibility for community improvements such as pedestrian connections, pedestrian plaza/greenspace, trails, wall themes, and to set design standards for lighting and other community features.
- The wall themes and color for the multi-family parcel will match that of the main center.
- If walls or fencing is required, view fencing is encouraged between the multi-family and main center except where screening of mechanical equipment and trash enclosures is necessary.
- The multi-family development will bear the name of the master center such as "<Multifamily Project Name> at View 10" "<The Villages> at View 10."
- Pedestrian connectivity shall be provided between the multi-family parcel and the commercial parcel, as well as throughout the commercial parcel so that there is pedestrian connectivity between the various buildings and uses.
- A well shaded sidewalk or path north to south along the western boundary of the multi-family parcel shall be constructed with the multi-family development.
- A Comprehensive Sign Package will be submitted with the Master Site Plan

EXHIBIT 1 Parcel Map



SIHI

SUNBELT

Investment Holdings Inc.

VIEW 10 BUSINESS CENTER

SEC SARIVAL ROAD & MCDOWELL ROAD

Goodyear, Arizona

B

d

gs

Bulfinch Design Group, Inc

ARCHITECT & DESIGN

05.06.21

2020A-8709

4



ARCHITECTURAL CHARACTER IMAGES



ARCHITECTURAL CHARACTER IMAGES



VIEW 10 BUSINESS CENTER
REZONING AND PAD OVERLAY NARRATIVE
May 2021

The purpose of this request to replace the Palm Valley Phase VIII PAD zoning on the property from PAD/Mixed-Use Commercial to C-2 (30 acres) and MF-24 (18 acres) with a PAD Overlay. The MF-24 zoning will allow for a multi-family residential development within the project, in addition to the commercial and office uses currently permitted within the property. The proposed multi-family project will be located on the east side the project adjacent to 159th Avenue and a currently under construction multi-family project.

The purpose of the PAD Overlay is allow for some additional and compatible uses, including the potential for a combination retail/warehouse use, and to restrict some less desirable uses within C-2 portion of the property. The height limitation is also being revised for multi-family.

Section 1-3-1-D-3 Criteria

a. Consistency with the General Plan.

The following are General Plan goals, objectives and standards that are met with this request.

Goal CC-2. A diverse stock of high quality housing that meets the needs of all residents.

The proposed multi-family project will be of the highest quality and will provide Goodyear, and the far west valley, with a housing option that has historically followed single family housing.

Objective CC-2-1. Provide diverse and quality housing products. Policies: a. Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers. b. Encourage mixed-use development, especially near transit stations. c. Promote higher residential densities near and within the City Center, along the McDowell Road/Interstate 10 commercial corridor, the future Loop 303 corridor south of I-10, and near transit stations.

The proposed multi-family project meets all of these objectives. The project is along McDowell Road and I-10, and located within walking distance of both significant commercial and office developments (both existing and proposed).

Goal GD-1. A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.

A healthy community provides all housing options for its residents. Adding a high quality multi-family option to housing pool fosters a stronger and healthier environment. Additionally, the City has invested significant money and time to make the corridor north of I-10 between Pebble Creek Parkway and Bullard

Avenue a successful regional commercial corridor. The addition of our proposed MF-24 project will foster and support the existing and proposed commercial development, which will make for a healthier and more stable local economy.

Goal ED-2. An environment that nurtures locally based employment and economic opportunity.

The current development plan for the property includes a number of office and flex office projects that will provide much needed space in the City for employers and businesses to locate.

Objective ED-2-1. Foster the creation of small business within Goodyear.

The current development plan includes a number of office and flex office projects that will provide much needed space in the City for small businesses.

Standard 36. Commercial and office uses are appropriate throughout the Business & Commerce category.

The property is located within the Business & Commerce land use, and the project will contain a mixture of commercial and office uses.

The proposed addition of the combo retail/warehouse use will allow for the development of large scale retailers, typically furniture (e.g. Living Spaces). This use will provide both employment opportunities and sales tax revenue for the City. Given the properties' proximity to I-10, with the McDowell Road buffer to the north, the property is perfectly situated for this type of use. The combo retail/warehouse use will complement existing and proposed development in the area.

Standard 39. Businesses with high employment density are encouraged to locate adjacent to high capacity roadway corridors (freeways, parkways, arterials) and transit corridors (light rail and arterials with bus service) to leverage high visibility and vehicular/pedestrian access.

The property is located adjacent to both McDowell Road and I-10, and the proposed office and flex office projects have the potential to provide a high concentration of employment within the property.

Standard 41. High Density (e.g., multi-family) residential development is permitted in the Business & Commerce category when located adjacent to a community or regional park, open space area, single family residential, commercial area or used as a buffer between the Neighborhoods category and Business & Commerce category. Circulation and access to necessary amenities such as schools and grocery stores, and compatibility with surrounding existing and planned uses shall be taken into account when considering this type of use in the Business & Commerce category.

The MF-24 portion of the property is both located adjacent to a commercial area and will function as a buffer between the commercial/freeway corridor to the south and the single family residential to the north of McDowell Road. The property is located within walking distance of all necessary amenities, which supports the inclusion of a multi-family project within the property. The property is also located adjacent to McDowell Road, which is a major arterial and can adequately accommodate any traffic generated by uses within the property.

The City has invested significant money and time to make the corridor north of I-10 between Pebble Creek Parkway and Bullard Avenue a successful regional commercial/office corridor. In order for this area to

develop as intended there needs to be a critical mass of people living in the region. The MF-24 project we are proposing will add people to this region who will ultimately support the existing and yet to be developed commercial/office.

Within the Phoenix metropolitan market, and more importantly the Goodyear sub-market, there is significant demand for both additional single family and multi-family residential development. The owner of the property intends to self-develop or joint-develop the MF-24 project, which will involve the investment of multiple millions of dollars. This type of investment will occur only if the demand is strong.

Standard 58. Higher density and intensity uses are encouraged in the TOD Overlay. Low density, detached, single-family development is discouraged within the TOD Overlay in areas where medium or high density residential or mixed-use development would be more appropriate.

The property is within the TOD Overlay which encourages the high density residential that is being proposed.

b. Suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district.

The property's location at the NEC of I-10 and Sarival Avenue is ideally situated for all of the uses proposed. There are no distinctive physical or natural features within the property.

c. Compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning.

Development in the areas surrounding the property consists of a variety of intense commercial, office and multi-family residential, all of which is 100% compatible and consistent with the uses proposed within the property.

Throughout the valley there are many examples of successful office developments located adjacent to apartment complexes. Below is a sample list of such successful examples:

<u>City</u>	<u>Intersection</u>	<u>Apt Complex</u>	<u>Office Complex</u>
Phoenix	SWC 44th St. & Camelback Rd.	Citrine	The London Center
Phoenix	SEC 26th St. & Camelback Rd.	Biltmore at Camelback	The Esplanade
Phoenix	SWC 24th St. & Highland Rd.	District at Biltmore	Elevate Office Complex
Phoenix	NEC of 48th St. & Thisle Landing Dr. SWC of Chapparal Rd. & Scottsdale Rd.	San Melia	Thisle Landing Office Park
Scottsdale		Moderne	The Forum
Scottsdale	SWC of 68th St. & Mayo Blvd. SWC of Washington St. & Center Pkwy.	Ninety Degrees	Choice Hotels Natl HQ Bldg.
Tempe	West of SWC of Elliot Rd. & Hardy Dr.	Broadstone Grand	The Grand
Tempe		San Capella	Desert Vista Commerce Center
Chandler	SEC of Frye Rd. & Galleria Way East of SEC of Price Rd. & Germann Rd.	Avant at Fashion Center	Chandler Viridian
Chandler		San Palacio	Digital Realty Data Center

In our case, the proposed MF-24 portion of the project will be located directly adjacent to the currently under construction multi-family project on the east and a major arterial road (McDowell Road) on the north. To the south and west will be the existing Harley Davidson dealership and proposed office projects. Multi-family residents tend to be less concerned with issues such as noise or light, and more concerned with living proximate to active areas of the City. The proposed MF-24 portion of the project is proximate to both significant commercial development and significant proposed office development, which will be highly desirable by our target residents. However, during the Master Site Planning process we will be careful to make sure that the proper buffers are in place and that both the MF-24 development and the office/commercial developments will function harmoniously.

d. Proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under the proposed zoning district would be better suited to the subject property than the uses allowed under the current zoning.

The zoning surrounding the property is similar in nature to the zoning being proposed for the property. The property is sandwiched between I-10 and McDowell Road, and is perfectly situated for the intensity of development and uses being proposed.

e. Demand for the types of uses permitted in the proposed zoning district in relation to the amount of land currently zoned and available to accommodate the demand.

The City is in dire need of additional office and flex office space, both of which are being proposed by this project. Additionally, multi-family residential has historically been underserved in the City.

f. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

The proposed projects within the property will not generate any need for public services above and beyond what is already being provided in the area. Public infrastructure serving the property has already been constructed and provided.

g. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided.

No adverse fiscal impacts are anticipated by the project given that it is located adjacent to existing development and in proximity to all City public services

h. General public concerns.

In order to address potential concerns from the single family residential project to the north of McDowell Road, a pre-application notice has been mailed to all property owners within 600 feet of the site, as well as the HOA. To date, we have received 2 responses, one being opposed to the proposed multi-family project.

i. Whether the amendment promotes orderly growth and development.

The property is located at a highly visible and prominent location within the City, and the development of this

property should be encouraged in order to foster orderly growth. The property directly east of this property is currently under development and there is existing development on the north and south sides as well.

j. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

The development of the property as proposed will only have a positive impact of the City and the general public. The proposed development of the property will provide additional employment opportunities to residents of the City as well as additional residents to the City who can support the significant regional commercial just east of the property.

The property does not lend itself to significant commercial development given that Sarival Avenue has limited access from I-10 and dead ends at McDowell Road. There will certainly be an opportunity for some pad development along the frontages. However, rezoning the property as proposed will positively impact the general health, safety and welfare by providing for development that lends itself to the location and supports development proximate to the site.



View 10 Business Center Rezoning & PAD Overlay

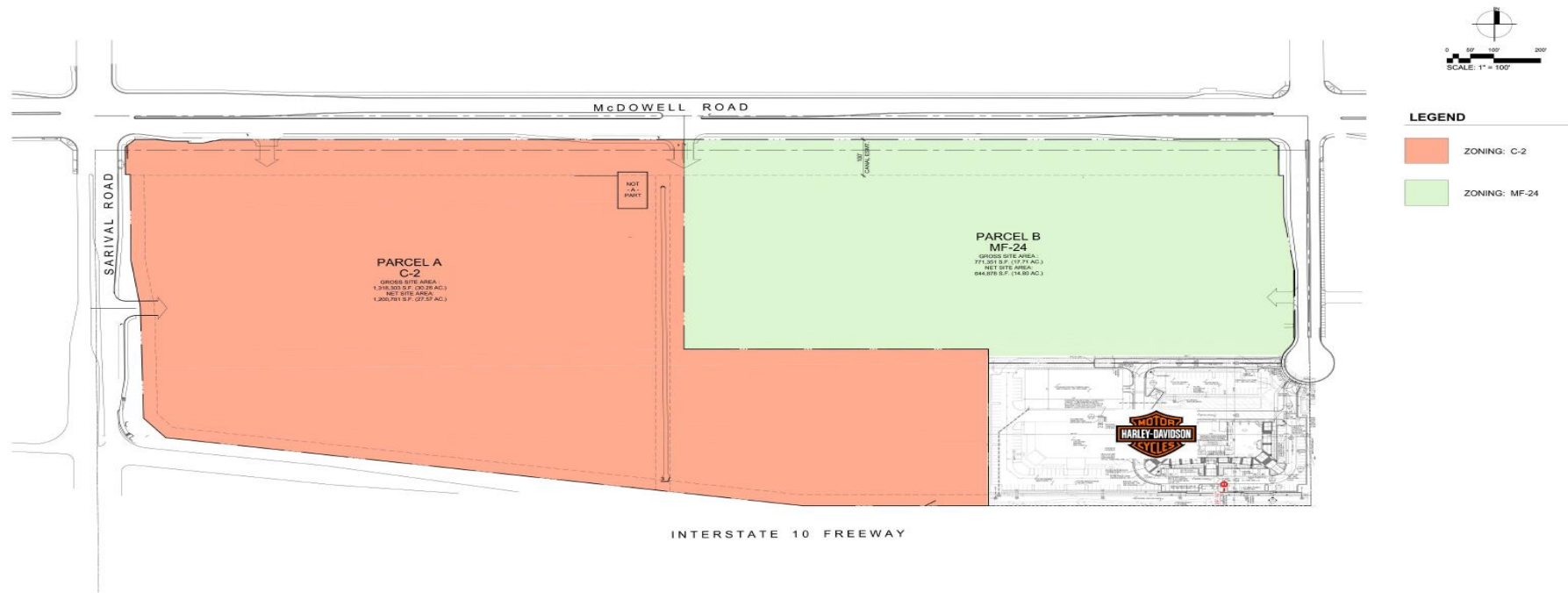


- 48 acres within Palm Valley Phase VIII, currently zoned PAD/Mixed Use Commercial
- Translates to City C-2 General Commercial

Parcel/Zoning Map



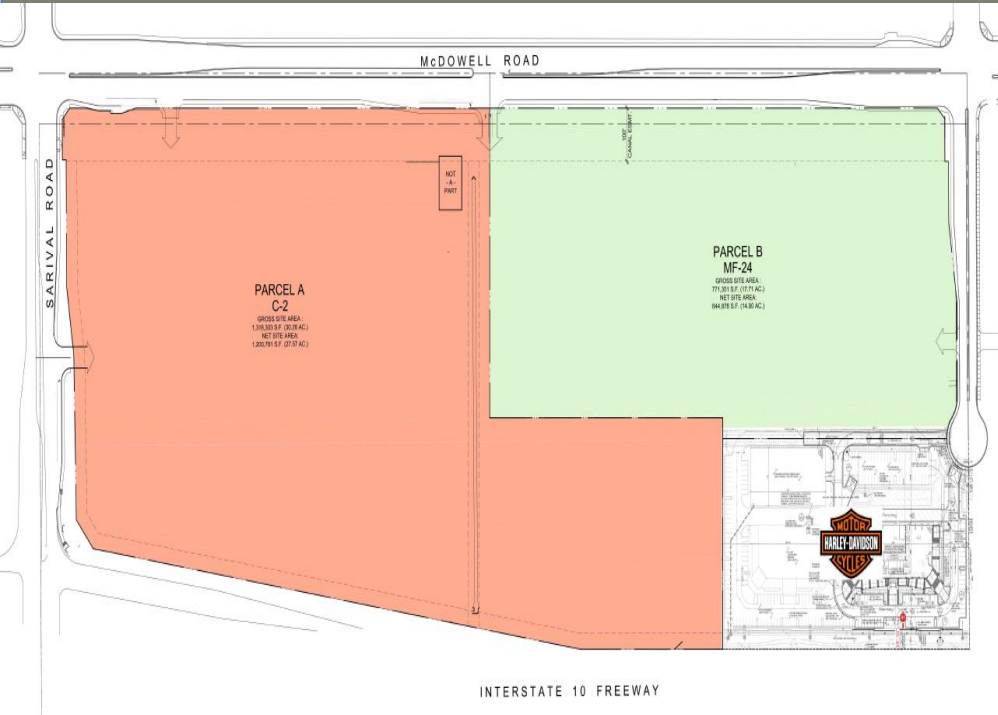
VIEW 10 BUSINESS CENTER



Zoning Districts & PAD Overlay



VIEW 10 BUSINESS CENTER

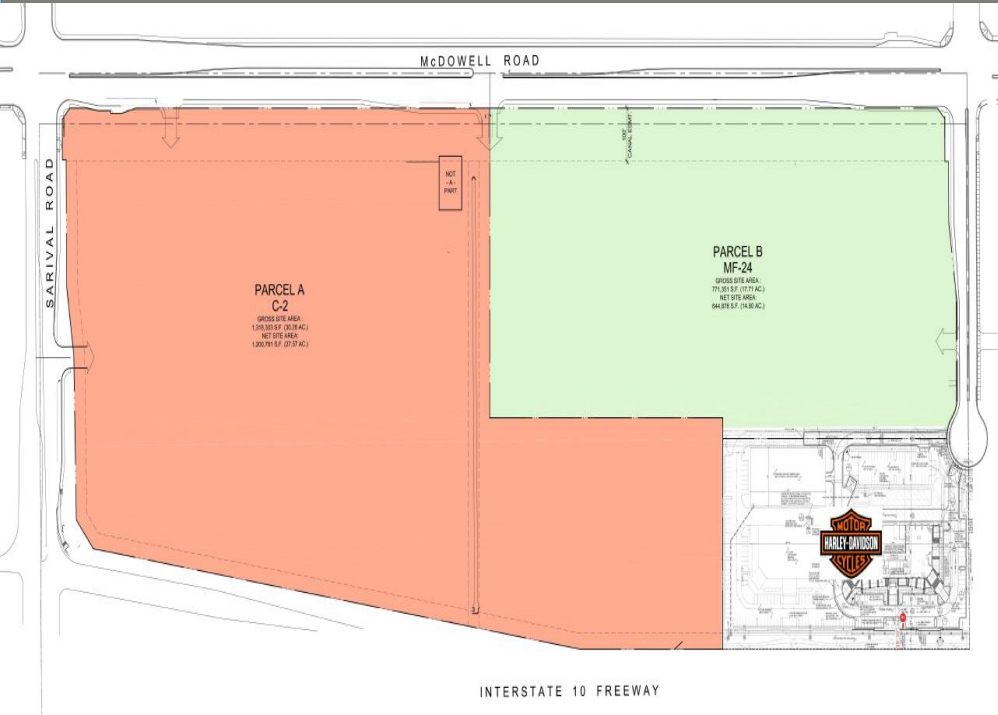


- Within the C-2 parcel: the PAD Overlay allows a retail/warehouse use
 - 200,000 sf. ft. maximum
 - Ratio of warehouse to retail not to exceed 4:1
 - Hours of operation 7 a.m. to 7 p.m.

Rezoning & PAD Overlay



VIEW 10 BUSINESS CENTER



- Within the MF-24 parcel, the PAD Overlay allows
 - 4 story buildings (maximum 48 ft), except as follows:
 - 3 story buildings (maximum 40 ft) within 200 ft of the north property line

Architectural Character Images



VIEW 10 BUSINESS CENTER



Architectural Character Images



VIEW 10 BUSINESS CENTER



Architectural Character Images



VIEW 10 BUSINESS CENTER



Recommendation



VIEW 10 BUSINESS CENTER

- Staff, and the Planning & Zoning Commission by a vote of 6 to 0, recommend approval of the rezone, subject to the stipulations in Ord. No. 2021-1503

Questions????



CITY COUNCIL ACTION REPORT

SUBJECT: WILHELM AUTOMOTIVE WIRELESS COMMUNICATION FACILITY (WCF) ON PROPERTY ZONED PAD (PLANNED AREA DEVELOPMENT)

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

SUMMARY

Approve Special Use Permit for a Wireless Communication Facility (WCF) on an approximately 1.5-acre property zoned Planned Area Development (PAD) located west of the southwest corner of Old Litchfield and Indian School Roads.

Recommendation

1. Conduct a public hearing to consider a request for a Wireless Communication Facility (WCF) on an approximately 1.5-acre property zoned Planned Area Development (PAD) located west of the southwest corner of Old Litchfield and Indian School Roads.
2. Approve the request for a Special Use Permit for a Wireless Communication Facility (WCF) on an approximately 1.5-acre property zoned Planned Area Development (PAD) located west of the southwest corner of Old Litchfield and Indian School Roads, subject to stipulations.
(Christian M. Williams, Planner)

STIPULATIONS

1. The development and use of the site for a Wireless Communication Facility shall be in substantial conformance with the project narrative and preliminary development plans submitted with the Special Use Permit application, except as modified by these stipulations.
2. The Wireless Communication Facility tower shall consist of a Broadleaf design with a maximum height of 65 feet with an allowance of 10 additional feet of height to conceal the pole and tower with a Broadleaf design.
3. Additional antennae related to operation of Wireless Communication Facility will be permitted without modification of this Special Use Permit provided any new antennae utilize a design that is the minimum necessary to accomplish its intended purpose and include concealment elements to maintain the clean appearance of the Broadleaf, as determined by the Development Services Director or designee.
4. No Signage is approved as part of this use permit.
5. The pole setback shall be a minimum of seven (7) feet on the west and 13 feet on the south.
6. The ground equipment at the base of the proposed Broadleaf tree will be enclosed/screened by a new masonry wall to the North and North-East. The new equipment compound masonry wall will match the existing perimeter wall.
7. The sliding gates shall be screened in an architecturally designed manner which shields the interior storage from the public view. PVC, vinyl, or similar slats inserted into a gate does not

constitute architecturally designed manner.

8. The development and operation of the wireless communication facility shall be in conformance with all applicable health, nuisance, fire and safety codes. If upon inspection, the city determines that the facility fails to comply with such applicable codes, then the facility operator and/or owner shall have 30 days to bring the facility into compliance. Failure to bring the facility into compliance within 30 days shall constitute grounds for the removal of the facility at the operator and/or owners' expense.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The subject property is located west of the southeast corner of Old Litchfield and Indian School Roads. The current zoning of the property is Palm Valley Planned Area Development (PAD) Mixed-Use Commercial – which is equivalent to the city of Goodyear's C-2 (General Commercial) zoning district. The property was zoned in 1991 with the approval of Ordinance Number 91-324 on January 21, 1991 by the City Council. The General Commercial (C-2) land use designation establishes Wireless Communication Facilities (WCF) as a use that requires approval of a Special Use Permit.

STAFF ANALYSIS

Current Policy:

A Special use Permit requires review by the Planning and Zoning Commission and approval by the City Council through the public hearing process.

Details of the Request:

The applicant intends to develop a portion of a mostly paved area, in the southwest corner of the existing Wilhelm Automotive business into wireless communication facility and has submitted an application for a Special Use Permit.

The Wilhelm Automotive property, where the Wireless Communications Facility is to be located is approximately 1.5 acres in total. The pole and equipment yard will be located in the far southwest corner of the property a minimum of seven (7) feet east of the western existing wall and a minimum of 13 feet north of the southernmost existing wall. The site will be accessed utilize existing driveways off of Indian School Road. While this does not meet the typical Wireless Communications Facility setback in Zoning Ordinance Section 4-2-4-C-4 (a distance equal to the height of the pole – 65 feet), staff worked with the applicant and asked them to move the pole to the far southwest corner of the site so the pole is not located in the middle of the property adjacent to an existing building, is further from public view and provides further flexibility to the Wilhelm Automotive shop in the event a future business decides to locate at this location. No adjacent property owners have reached out in opposition (via email, phone call or inquiry) to the city.

The facility proposes a new masonry wall to the north and northeast in order to enclose and screen the new ground mounted equipment. The pole will extend vertically approximately 65 feet and will be screened to appear as a Broadleaf Tree.

Conceptual elevations included with the Special Use Permit application convey the design intended for the pole and wall. The proposed pole height is 65 feet, not counting the Broadleaf tree screening, an additional 10 feet of height shall be permitted to allow the Broadleaf tree to property screen the

wireless communication facility pole.

Evaluation Criteria:

The Zoning Ordinance, Section 1-3-4 (Special Use Permits), provides that the Planning and Zoning Commission and City Council must determine that the proposed use meets the following findings prior to granting a use permit:

1. The proposed special use will be desirable or necessary to the public convenience or welfare.

The new wireless communications facility will provide residents, visitors and businesses with improved high quality reliable wireless service for both personal & business, in addition to enhancing emergency services.

2. The proposed special use will be harmonious and compatible with other uses adjacent to and in the vicinity of the selected site or sites.

The facility is being proposed on the far southwest corner of the site to keep it as far away from residential uses as possible. The tower will be concealed in a broadleaf tree in order to match the character of trees found in this general area of the city.

The land uses and zoning of the surrounding properties include the following:

- North: Indian School Road and city of Litchfield Park, linear park and single-family residential.
- East: Roosevelt Irrigation District Canal, Goodyear Community Park and city of Avondale single-family residential.
- South: Roosevelt Irrigation District Canal, Goodyear Community Park.
- West: Vacant land and an Arizona Public Services (APS) electrical facility.

3. The proposed special use is in conformance with the adopted General Plan and any adopted Area Plans.

Both the General Plan and current zoning designation of the property provide for the construction of wireless communications facilities with the approval of a Special Use Permit.

4. The proposed special use will not be detrimental to surrounding properties or persons in the area due to; impact on the circulation system of the adjacent neighborhood; excessive noise or light generated from within the site; excessive scale or height in relationship to surrounding properties; hours of operation; inadequate parcel size to provide adequate buffers or mitigation measures to surrounding properties; inconsistency with the development character or architecture of the adjacent properties.

T-Mobile is proposing a new Stealth WCF in the form of a Broadleaf Tree that will be located in the southwest corner of the subject property. The ground equipment at the base of the proposed Tree will be enclosed/screened by a new masonry wall to the North and North-East as depicted on the North Elevation View. The new equipment compound masonry wall will match the existing perimeter wall. The proposed Broadleaf Tree will be setback the maximum from Indian School Road and will have a number of existing mature trees in close proximity to the South in The Goodyear Community Park, which will greatly reduce the visual impact of the proposed site.

The proposed WCF is designed/engineered to accommodate multiple carriers, but all equipment depicted on the current submittal drawings will be for T-Mobile only.

Luke Air Force Base:

The subject property is located within the vicinity of a military airport. Given the location of the property and the commercial nature of the proposed Special Use Permit, base operations will not be

adversely impacted by this development.

Phoenix-Goodyear Airport:

The subject property is not located within the Phoenix Goodyear Traffic Pattern Airspace.

Additionally, given the commercial nature of the proposed Special Use Permit, airport operations will not be adversely impacted by this development.

5. Demands for public services that will be generated by the uses permitted in the proposed zoning district.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
Fire Station #183	1.13	.57	1.13	.57	Fire Station #185	6.44	3.22	6.44	3.22

Police Response:

The property development is located within an existing police patrol beat and the current level of service within the beat can accommodate the development of the property.

Solid Waste:

Solid waste service will be provided by a private company as bulk trash containers will be utilized.

Streets/Transportation:

The subject property will have access to Indian School Road via an existing driveway.

Water/Wastewater:

The subject property will be served by private water and wastewater utilities.

6. General public concerns.

Public Comment and Planning and Zoning Commission Meeting:

An alternative citizen review process was conducted for this proposal due to the city of Goodyear Emergency Declaration in Response to Coronavirus and notice of the application was provided to property owners within 500 feet of the property at least 35 calendar days prior to public hearing to provide ample opportunity for input prior to noticing the public hearing itself. To date, no objections or inquiries were received as a result of this notification.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on June 9, 2021 appeared in the Arizona Republic May 25, 2021; postcards were mailed to adjoining owners on May 18, 2021; and a sign was posted on the site on May 19, 2021.

A public hearing was held before the Planning and Zoning Commission on June 9, 2021 to consider recommending approval of the Special Use Permit and the Commission voted (6-0) to recommend approval of the proposed Special Use Permit, subject to stipulations.

Attachments

Preliminary Site Plan

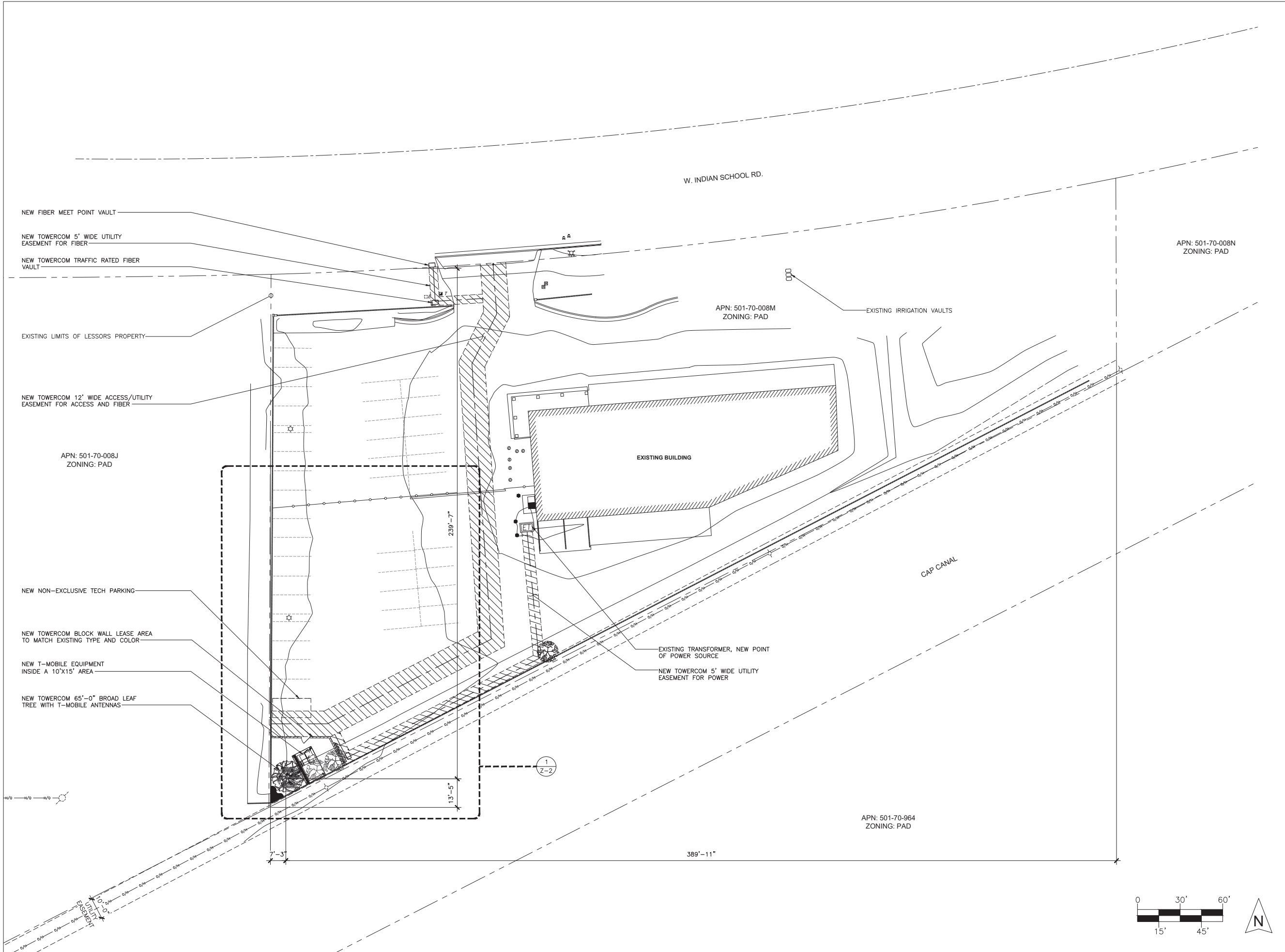
Aerial Exhibit

Narrative

Preliminary Site Plan

Site Elevation and Renderings

Powerpoint



SITE PLAN

SCALE: 1" = 30'

1

CLIENT

TowerCom.
We Connect Carriers.

CONSULTANT

**COAL CREEK
CONSULTING**

2166 E. UNIVERSITY DR., STE 201
TEMPE, ARIZONA 85281
PHONE: (602) 429-0533 FAX: (480) 638-2852

ENGINEER OF RECORD

SEAL

NO.	DATE	DESCRIPTION	BY
2	06/03/19	REVISION 1	DRK
3	07/09/19	SUBMITTAL	SPE
4	10/05/20	REVISION 2	SPE
5	01/29/21	CITY COMMENTS	DRK
6	02/02/21	CITY COMMENTS	SPE

PROJECT INFORMATION
JOB: 10-024-03

**PH61003A
WILHELM
AUTOMOTIVE**

13973 W. INDIAN SCHOOL ROAD,
GOODYEAR, ARIZONA 85395

SHEET TITLE

SITE PLAN

JURISDICTIONAL APPROVAL

SHEET NUMBER

Z-1

RFDS VER0.1 DATED 3/22/19 AT 12:24:49 PM

20-350-00003 -
WILHELM AUTOMOTIVE WCF



Name of Map: Aerial Exhibit

PH61003A- Wilhelm Automotive
13973 W Indian School Road, Goodyear AZ 85395
APN: 501-70-008M

Purpose of Request

T-Mobile is committed to improving coverage and expanding network capacity to meet customer demand throughout the City of Goodyear. T-Mobile in cooperation with TowerCom is proposing a new Wireless Communication Facility (WCF) will be located on the Wilhelm Automotive property at 13973 W Indian School Road, Goodyear.

The new WCF will provide residents, visitors and businesses with improved high quality reliable wireless service for both personal & business, in addition to enhancing emergency services.

The proposed WCF is necessary to eliminate a GAP/Deficiency in the T-Mobile Network in the City of Goodyear.

Details of Request

T-Mobile is proposing a new Stealth WCF in the form of a Broadleaf Tree that will be located in the SW Cnr of the subject property. The ground equipment at the base of the proposed Tree will be enclosed/screened by a new masonry wall to the North and North-East as depicted on the North Elevation View (Sheet Z-4). The new equipment compound masonry wall will match the existing perimeter wall.

The proposed Broadleaf Tree will be setback the maximum from Indian School Road and will have a number of existing mature trees in close proximity to the South in The Goodyear Community Park, which will greatly reduce the visual impact of the proposed site.

The proposed WCF is designed/engineered to accommodate multiple carriers, but all equipment depicted on the current submittal drawings will be for T-Mobile only.

T-Mobile currently does not have a One Year Plan that involves adding additional Macro sites in the immediate area.

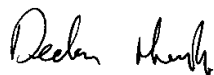
TowerCom/T-Mobile is requesting approval for a Special Use Permit for the proposed WCF with the following Tree/Pole setbacks:

Pole Setbacks

North – 239'-7"
South – 13'-5"
East – 389'-11"
West – 7'-3"

Please let me know if you require any additional information.

Sincerely,

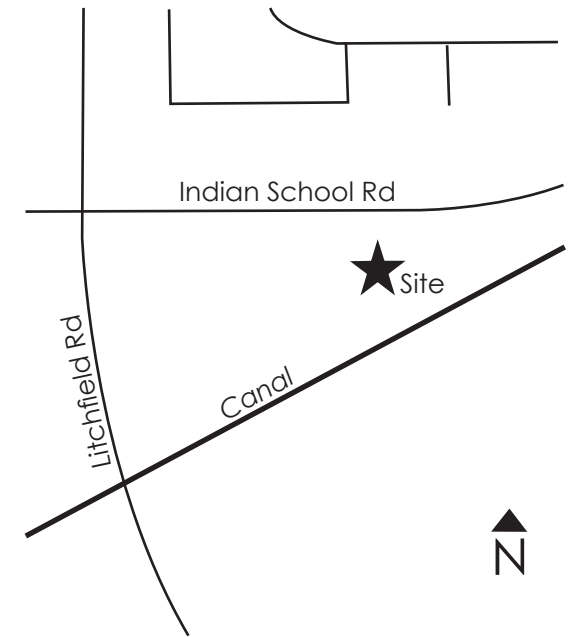


Declan Murphy
Coal Creek Consulting for TowerCom/T-Mobile
2166 E. University Dr. #201, Tempe, AZ 85281
Tel: (602) 326-0111
Email: dmurphy@coal-creek.com

PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

13973 W Indian School Road
Goodyear, Arizona 85395



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are create to match the current design as accurately as possible, but are not guaranteed to match the final build.

T · · Mobile®

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CONSULTING

simulations
C · J · B


Before:



PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

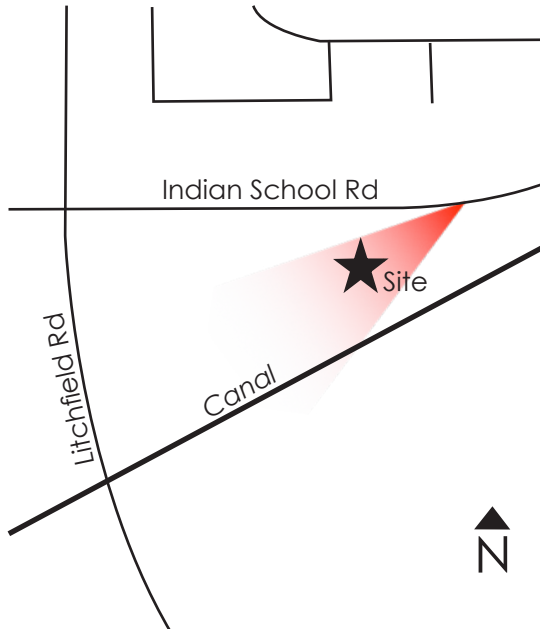
13973 W Indian School Road
Goodyear, Arizona 85395

After:



VIEW 1

Looking Southwest



Before:

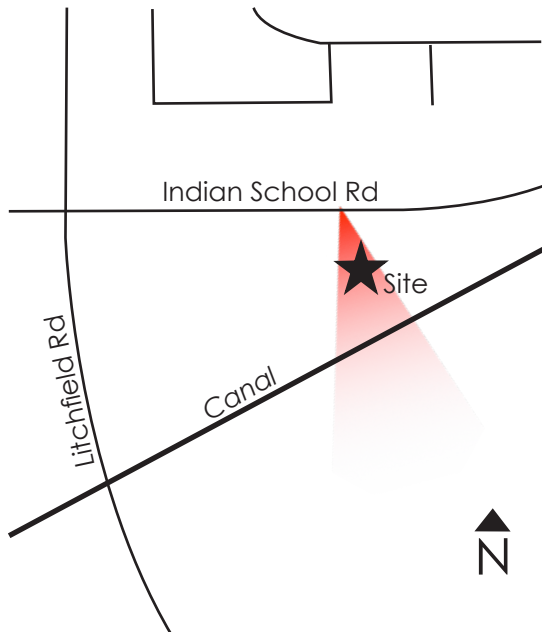


PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

13973 W Indian School Road
Goodyear, Arizona 85395

VIEW 2
Looking South



After:



Before:



PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

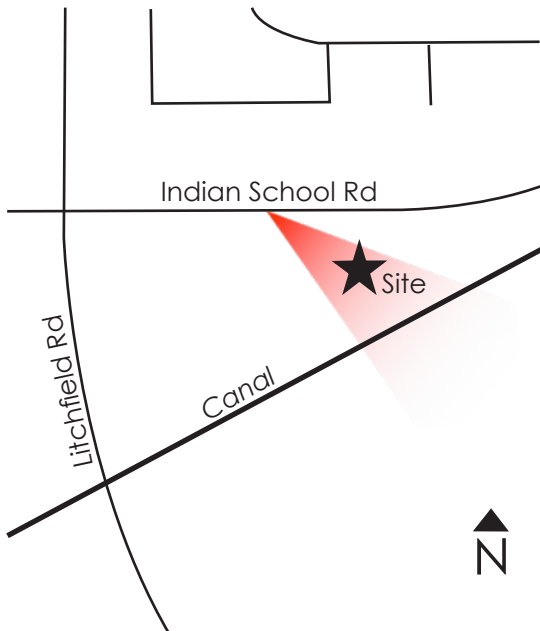
13973 W Indian School Road
Goodyear, Arizona 85395

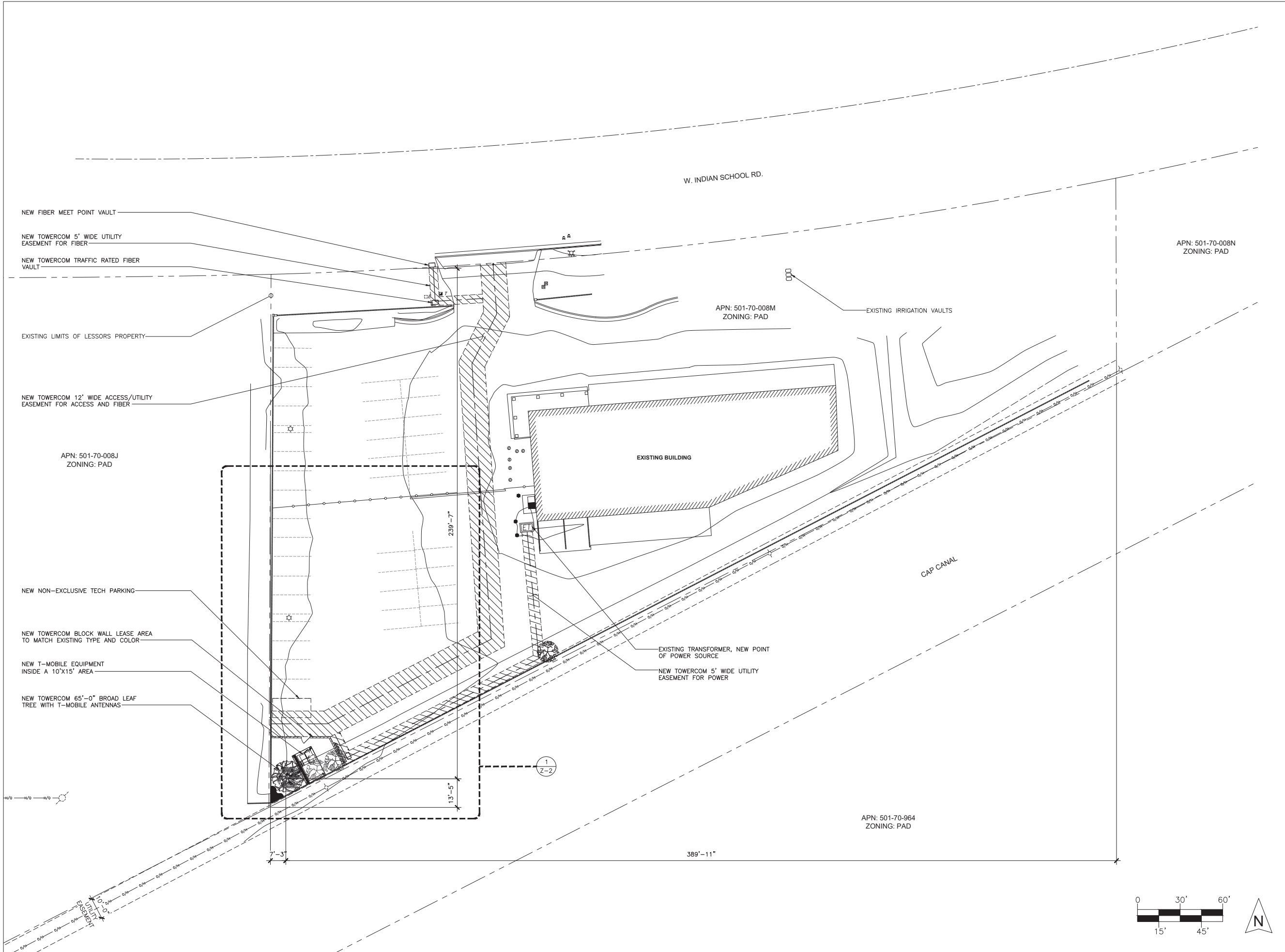
After:



VIEW 3

Looking Southeast





SITE PLAN

SCALE: 1" = 30'

1

CLIENT

TowerCom.
We Connect Carriers.

CONSULTANT

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CONSULTING**

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PHONE: (602) 429-0533 FAX: (480) 638-2852

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JOB: 10-024-03

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WILHELM
AUTOMOTIVE**

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SITE PLAN

JURISDICTIONAL APPROVAL

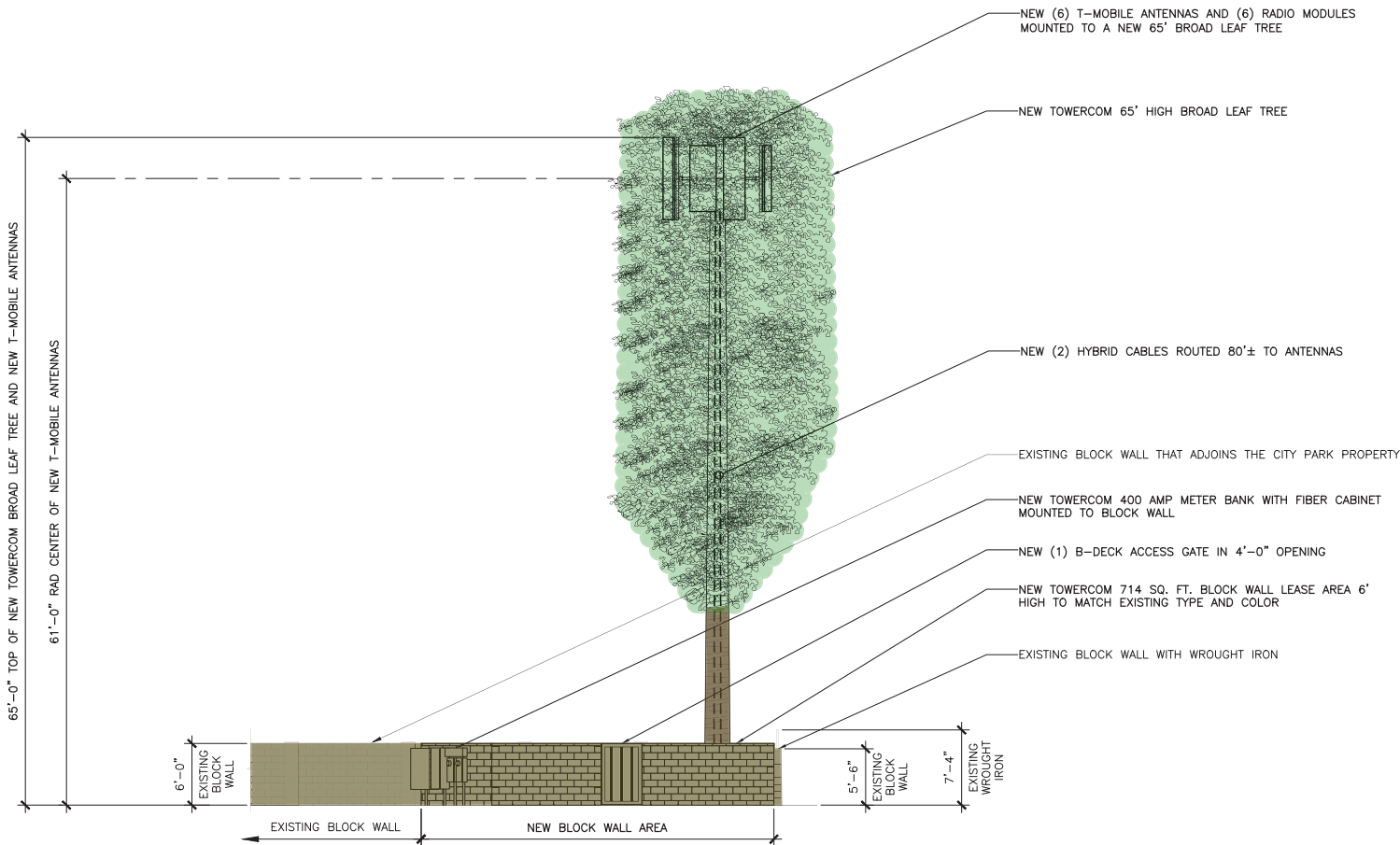
SHEET NUMBER

Z-1

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NOTES:
STRUCTURAL ANALYSIS MUST BE PERFORMED
BEFORE INSTALLATION OF ANY NEW ANTENNAS.
STRUCTURAL ANALYSIS PROVIDED BY OTHERS

BROAD LEAF TREE: A BROAD LEAF TREE MUST MEET THE FOLLOWING DESIGN GUIDELINES:
(A) THE POLE STRUCTURE MUST BE BUILT OF STEEL OR FIBERGLASS AND CLAD WITH FAUX BARK. THE FAUX BARK SHALL START AT THE BASE OF THE POLE AND CONTINUE TO THE HEIGHT OF THE FIRST BRANCH ATTACHMENT. THE BALANCE OF THE POLE STRUCTURE AND THE ATTACHMENTS MUST BE PAINTED TO BLEND WITH THE BRANCHES.
(B) THE DIAMETER OF THE POLE STRUCTURE MUST NOT EXCEED THIRTY-SIX (36) INCHES AT THE BASE AND SHALL TAPER TO NO GREATER THAN TWENTY-EIGHT (28) INCHES AT THE TOP OF THE POLE STRUCTURE.
(C) ALL CABLES MUST BE CONCEALED WITHIN THE POLE STRUCTURE.
(D) THE BRANCHES MUST:
(i) BE CONSTRUCTED TO A DENSITY OF 2.5 BRANCHES FOR EACH ONE VERTICAL FOOT OF POLE, AND,
(ii) START ATTACHMENT AT NO GREATER THAN FIFTEEN (15) FEET ABOVE FINISHED GRADE AND CONTINUE TO THE TOP OF THE POLE, AND(iii) BE A MINIMUM OF EIGHT (8) FEET LONG AROUND THE CIRCUMFERENCE OF THE LOWER LEVEL AND SHALL TAPER APPROPRIATELY AS THE BRANCHES PROGRESS UPWARDS.
(E) THE ENTIRE LENGTH OF ALL ANTENNA AND THEIR ATTACHING APPARATUS SHALL BE DISGUISED BY THE BRANCHES AND THE ANTENNA ARRAY SHALL NOT EXTEND MORE THAN THIRTY (30) INCHES FROM THE STRUCTURE TO WHICH IT IS ATTACHED.
(F) MICROWAVE DISHES SHALL BE LIMITED TO ONE (1) SQUARE FOOT IN SIZE AND MUST BE PAINTED THE SAME SHADE OF GREEN AS THE BRANCHES. THE ATTACHING APPARATUS MUST ALSO BE PAINTED THE SAME SHADE OF GREEN AS THE BRANCHES.(G) NO MORE THAN FOUR (4) MICROWAVE DISHES ARE PERMITTED ON EACH MONOPINE OR BROADLEAF TREE.
(H) NO CLIMBING PEGS ARE PERMITTED ON THE POLE STRUCTURE.
(I) THE INSTALLATION OF A MONOPINE OR BROADLEAF TREE SHOULD BE DONE IN A MANNER THAT MINIMIZES THE REMOVAL OF MATURE VEGETATION.



NORTH ELEVATION

SCALE: 1/8" = 1'-0"

1

NO.	DATE	DESCRIPTION	BY
3	07/09/19	SUBMITTAL	SPE
4	10/05/20	REVISION 2	SPE
5	01/29/21	CITY COMMENTS	DRK
6	02/02/21	CITY COMMENTS	SPE
7	04/14/21	CITY COMMENTS 2	SPE

PROJECT INFORMATION
JOB: 10--024--03

PH61003A
WILHELM
AUTOMOTIVE

13973 W. INDIAN SCHOOL ROAD.
GOODYEAR, ARIZONA 85395

SHEET TITLE

ELEVATIONS

JURISDICTIONAL APPROVAL

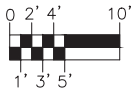
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Z-4

NOT USED

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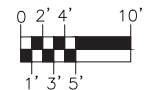
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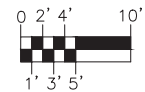
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SCALE: 1/8" = 1'-0"

1



SCALE: 1/8" = 1'-0"

2

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TEMPE, ARIZONA 85281
PHONE: (602) 429-0533 FAX: (480) 638-2852

— ENGINEER OF RECORD

—SEAL

NO.	DATE	DESCRIPTION	BY-
3	07/09/19	SUBMITTAL	SPE
4	10/05/20	REVISION 2	SPE
5	01/29/21	CITY COMMENTS	DRK
6	02/02/21	CITY COMMENTS	SPE
7	04/14/21	CITY COMMENTS 2	SPE

PROJECT INFORMATION
JOB: 10-024-03

PH61003A
WILHELM
AUTOMOTIVE

13973 W. INDIAN SCHOOL ROAD.
GOODYEAR, ARIZONA 85395

—SHEET TITLE

ELEVATIONS

— JURISDICTIONAL APPROVAL

—SHEET NUMBER—

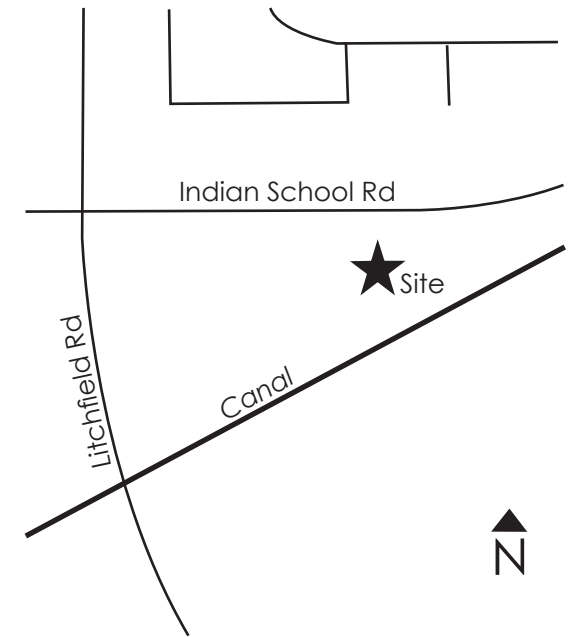
Z-5

RFDS VER0.1 DATED 3/22/19 AT 12:24:49 PM

PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

13973 W Indian School Road
Goodyear, Arizona 85395



Note: Simulations are an artistic illustration created to represent how the proposed project may look once constructed. Simulations are create to match the current design as accurately as possible, but are not guaranteed to match the final build.

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simulations
C · J · B

Before:



PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

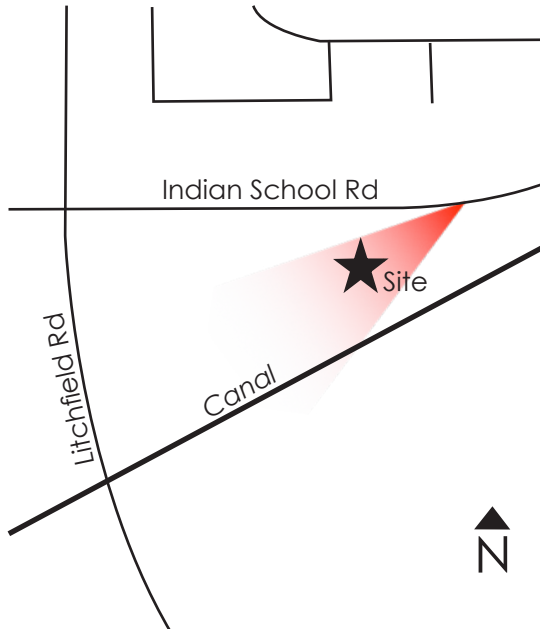
13973 W Indian School Road
Goodyear, Arizona 85395

After:



VIEW 1

Looking Southwest



Before:

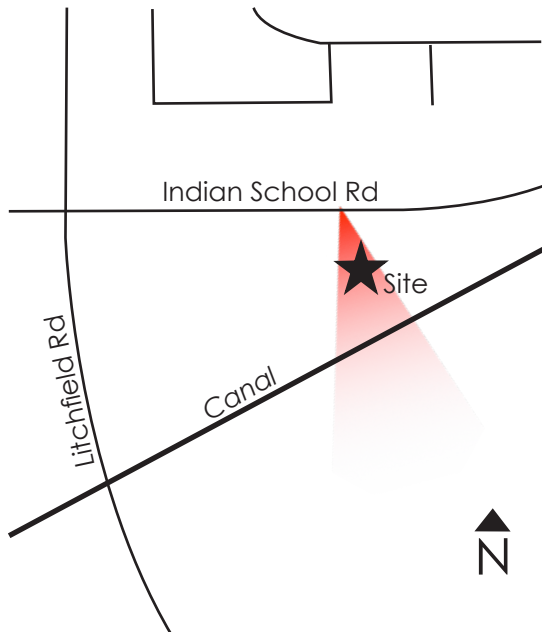


PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

13973 W Indian School Road
Goodyear, Arizona 85395

VIEW 2
Looking South



After:



Before:



PHOTO SIMULATIONS

PH61003A - Wilhelm Auto

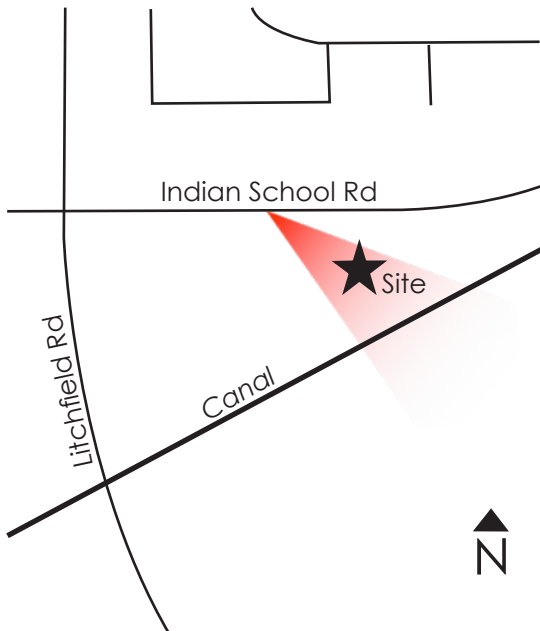
13973 W Indian School Road
Goodyear, Arizona 85395

After:



VIEW 3

Looking Southeast





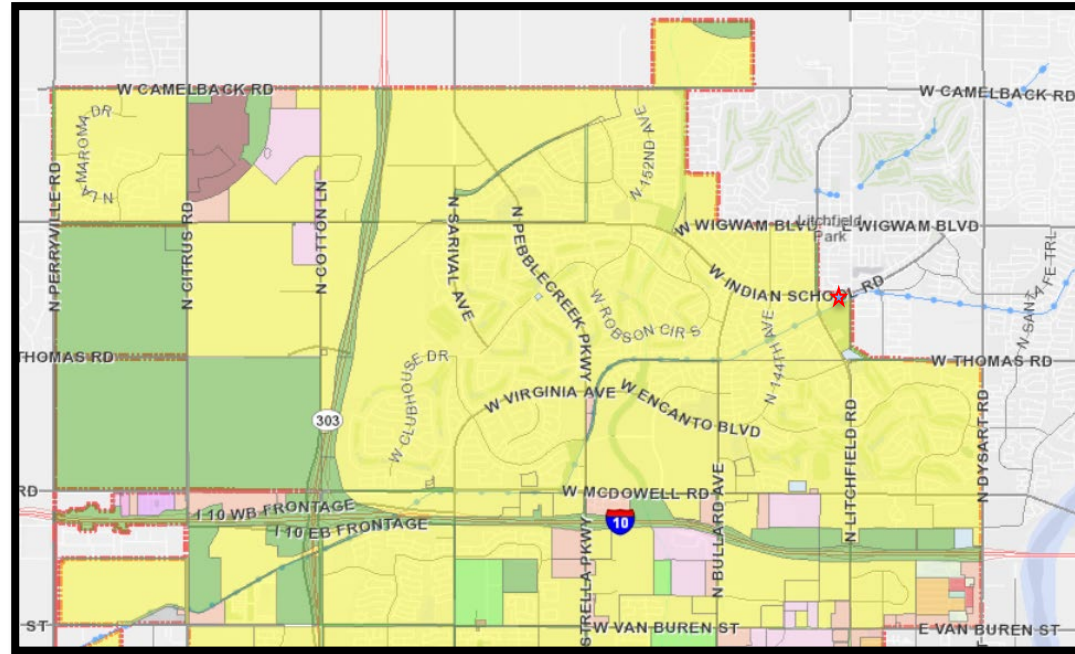
Wilhelm Automotive Wireless Communication Facility (WCF) Special Use Permit

City Council Meeting
June 21, 2021

Location



- North Goodyear
 - W of the SW Corner of Old Litchfield and Indian School
 - Approximately 1.5 Acres
 - Currently zoned PAD (Underlying General Commercial)



Location



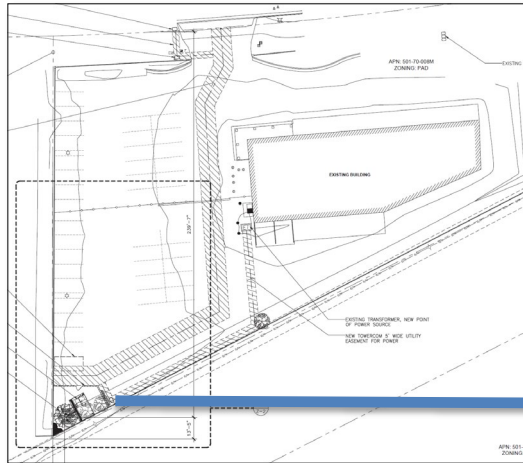
- West of the SW Corner of Old Litchfield and Indian School Roads
 - West of Roosevelt Irrigation District Canal, Goodyear Community Park and city of Avondale single-family residential
 - South of Indian School Road and city of Litchfield Park, linear park and single-family residential
 - North of Roosevelt Irrigation District Canal and Goodyear Community Park
 - East of Vacant land and an Arizona Public Services (APS) electrical facility



Proposal

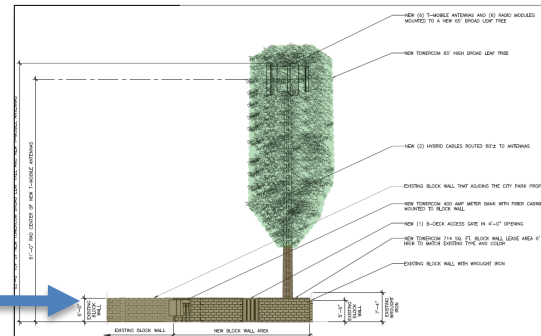


- Wireless Communication Facility
- 65 feet (allowance for 10 feet for Broadleaf screening)
- New masonry Screen wall



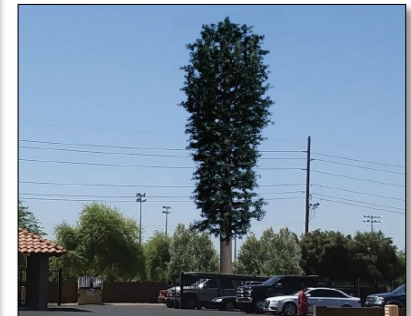
Community to the north in Litchfield Park ^

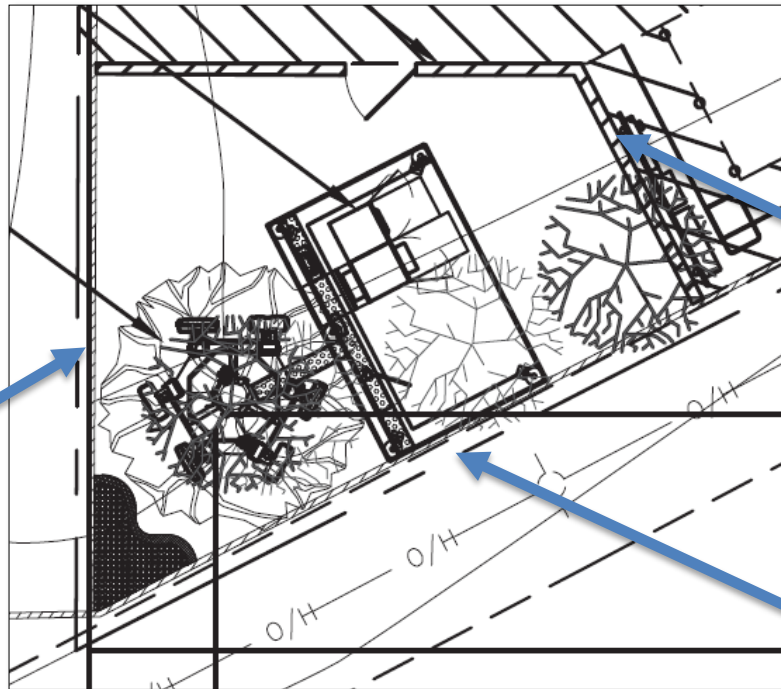
Proposal v



Before (Existing) ^

Rendering (After) v





Recommendation



- Approval:
 - Special Use Permit for a Wireless Communication Facility (WCF) on a property zoned PAD subject to stipulations.



Thank You!

AGENDA ITEM #: 9.
DATE: 06/21/2021
AI #:113



CITY COUNCIL ACTION REPORT

SUBJECT: PUBLIC HEARING ON NON-UTILITY USER FEES

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

OTHER PRESENTER(S):

None

SUMMARY

Staff will present the report of findings, stakeholder outreach and discuss details regarding the City's user fee and cost of service study.

Recommendation

Open a Public Hearing to receive comments from the Public on Non-Utility User Fees. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

There is no fiscal impact at this time, as no action will be taken. The item is to receive public input through a required Public Hearing.

BACKGROUND AND PREVIOUS ACTIONS

The city retained the services of MGT Consulting to conduct the City's 2021 User Fee Study which was completed in April, 2021. On April 21, 2021, pursuant to A.R.S. § 9-499.15, a Public Notice of Proposed Fee Increases was posted to the city's webpage along with the City's User Fee Report and Individual Fee Summaries by department. A dedicated email address was created and made available to the public through a link on the webpage. On April 23, 2021, an email providing the Public Notice and link to the city's webpage was sent to 233 developers. The City then hosted a virtual Development Advisory Forum on June 1, 2021, with Development Services, Engineering, and Finance staff present and available to answer questions.

Based on feedback received from council additional information is being gathered to finalize the recommendation of fees to be adopted. All fees will be based upon the posted user fee report and be proposed at or below the amounts in the report. All required notifications and public hearings have been met with the completion of this Public Hearing.

STAFF ANALYSIS

The City of Goodyear has not had a full external cost of service study performed since 2009. The City's Pretreatment program's fee study was conducted in 2014. The City contracted with MGT in July 2019 to perform a cost of service study using fiscal year 2020/2021 budgeted figures, staffing, and operational information. The current City fees in this report represent the fees being charged at the beginning of this study and the recommended fees represent the direct cost of providing the specific service. As a best practice, revenues should not exceed the reasonable cost of providing the service. MGT's recommendations in this report have been vetted with staff and are advisory in nature only. Ultimately Council must decide what fee levels are appropriate.

Additional information is being compiled for council consideration of fee adoption to be presented on July 12, 2021.

Attachments

User Fee Study Report
Presentation

250

City of Goodyear User Fee Study Report of Findings

April 19, 2021



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SECTION I

— Executive Summary



SECTION I

Executive Summary

Introduction

MGT Consulting Group (MGT) is pleased to present the City of Goodyear with this summary of findings for the recently completed user fee study for related city departments.

The City of Goodyear has not had an external cost of service study performed since 2009, with the exception of the City's Pretreatment program's fee study in 2014. The City contracted with MGT in July of 2019 to perform a cost of service study using fiscal year 2019/2020 budgeted figures, staffing, and operational information. They have since asked MGT to update the study results with the fiscal year 2020/2021 budgeted information. The current City fees represent the fees being charged at the beginning of this study.

This report is the culmination of an extensive study conducted by MGT in collaboration with city management and staff. MGT would like to take this opportunity to gratefully acknowledge all management and staff who participated in this project for their efforts and coordination. Their responsiveness and continued interest in the outcome of this study contributed greatly to the success of this study.

Study Scope and Objectives

This study included a review of fee-for-service activities within the following areas:

- ✓ City Clerk
- ✓ Finance
- ✓ Fire
- ✓ Police
- ✓ Public Works: Pretreatment Program
- ✓ Building & Safety
- ✓ Planning
- ✓ Engineering

The study was performed under the general direction of the City's Budget and Research Manager with participation from representatives from each department. The primary goals of the study were to:

- Define what it costs the City to provide various fee-related services.
- Determine whether there are any services where a fee should be collected.
- Identify service areas where the City might adjust fees based on the full cost of services and other economic or policy considerations.
- Develop revenue projections based on full cost recovery of the fees.

The information summarized in this report addresses each of these issues and provides the City with the tools necessary to make informed decisions about any proposed fee adjustments and the resulting impact on city revenues.

SECTION I

Executive Summary

Methodology

MGT's standard approach for analyzing the cost of providing fee-related services is commonly referred to as a "bottom up" approach. The bottom up approach was used to analyze all of the City of Goodyear's user fees.

A GENERAL DESCRIPTION OF THE BOTTOM UP APPROACH IS AS FOLLOWS:

1. Identify all direct staff time spent on the fee related activity or service

MGT conducted a series of meetings with staff from each division to identify every employee, by classification, who performs work directly in support of fee related services. Direct staff costs are incurred by employees who are "on the front line" and most visible to the customers (e.g. inspectors, plan reviewers, etc.). Once all direct staff were identified, subject matter experts for each section estimated how much time those employees spend, on average, performing each particular fee service.

Developing time estimates for fee related services can be challenging and departments should be commended for the time and effort they put into this. Although MGT provided departments with templates and other tools to assist them in developing average or "typical" time estimates, these calculations were necessarily developed by the subject matter experts within each fee area.

2. Calculate direct cost of the staff time for each fee using productive hourly rates

"Productive hours" means the time staff are in their office or in the field. A full-time City employee typically has 2,080 paid hours per year (40 hours x 52 weeks). However, cost studies reduce this number to account for non-productive hours (sick leave, vacation, holidays, training days, meetings, etc.). MGT calculates the productive hourly rate for each staff classification by dividing annual salary and benefits by annual productive hour figures. The average productive hours for the City's staff providing services was 1,784 hours per year.

3. Determine indirect or "overhead" costs

Generally, there are two types of indirect costs: department/division-specific and citywide overhead. These indirect costs are allocated across user fee services in order to capture the full cost of providing the service. If a department performs non-fee related services, a commensurate amount of indirect cost is segregated and not allocated to the fee related services.

- Departmental overhead costs – these costs include managers, supervisors, and support staff as well as other operational costs, such as materials and supplies, that are incurred for a common purpose and not readily assigned to a particular service or program.
- Centralized overhead costs – each department that charges fees receives support from central departments whose main function is to keep the City running. Central overhead departments include, but are not limited to, City Manager, City Clerk, Human Resource, Finance, and IT. These costs are distributed to each receiving department through the cost allocation plan.

SECTION I

Executive Summary

4. Compare total costs to the current fee schedule

Once all direct and indirect costs are calculated, MGT compared the total cost for each fee-related service to the fee currently charged to the public. In most cases we found the total cost of providing a service exceeded the fee charged. In these instances, the fee can be increased to recover these subsidies, up to the maximum allowed fee. However, there were some services for which the total calculated cost was less than the fee charged. In these cases, the fee should be lowered.

5. Costs and revenues are annualized by incorporating annual volume figures

Up to this point we have calculated fee costs and revenues on a per-unit basis. By incorporating annual volume figures into the analysis, we extrapolate the per-unit results into annual cost and annual revenue information. This annualization of results gives management an estimate of the fiscal impact of proposed fee adjustments.

Because annual volume will vary from one year to the next, these figures are estimates only. Actual revenue will depend on future demand level and collection rates.

6. Recommend fee adjustments

MGT provides fee adjustment recommendations based on full cost information. Each department has also provided their own fee recommendations which can be seen in section 3 of this report.

As a best practice, revenues should not exceed the reasonable cost of providing the service. The State of Arizona does not currently have any laws that govern the recovery of user fees. The best practice does not include penalties or fines which can be set at the City's discretion. Of course, MGT's recommendations are advisory in nature only – ultimately Council must decide what fee levels are appropriate.

SECTION I

Executive Summary

Economic & Policy Considerations

Calculating the true cost of providing City services is a critical step in the process of establishing user fees and corresponding cost recovery levels. Although it is a principal factor, other factors must also be given consideration. City decision-makers must also consider the effects that establishing fees for services will have on the individuals purchasing those services, as well as the community as a whole.

The following economic and policy issues help illustrate these considerations:

- **Economic barriers** - It may be a desired policy to establish fees at a level that permits lower income groups to use services that they might not otherwise be able to afford.
- **Community benefit** - If a user fee service benefits the community as a whole to some extent, it is appropriate to subsidize a portion of the fee. Many public health fees have very moderate cost recovery levels. Some programs are provided free of charge or for a minimal fee regardless of cost. Culture and recreation programs also tend to have the low recovery levels.
- **Private benefit** - If a user fee primarily benefits the fee payer, the fee is typically set at, or close to, 100% full cost recovery. Development related fees generally fall into this category; however, exceptions are sometimes made for services such as appeal fees or fees charged exclusively to residential applicants.
- **Service driver** - In conjunction with the third point above, the issue of who is the service recipient versus the service driver should also be considered. For example, code enforcement activities benefit the community as a whole, but the service is driven by the individual or business owner that violates City code.
- **Managing demand** - Elasticity of demand is a factor in pricing certain City services; increasing the price of some services results in a reduction of demand for those services, and vice versa.
- **Competition** - Certain services, such as park usage or facility rentals, may be provided by neighboring communities or the private sector, and therefore demand for these services can be highly dependent on what else may be available at lower prices. Furthermore, if the City's fees are too low, demand enjoyed by private-sector competitors could be adversely affected.
- **Incentives** - Fees can be set low to encourage participation in a service, such as obtaining a water heater permit.
- **Disincentives** - Penalties can be instituted to discourage undesirable behavior. Examples include fines for construction without a building permit and fines for excessive false alarms within a one-year period.

SECTION I

Executive Summary

Recommendations Going Forward

- MGT recommends that the City build on its investment in this cost-of-service analysis by continuing to analyze its fees and charges, whether this is done by staff or outside consultants. Once the commitment is made to understand the full cost of providing services, it is important to review and update the analysis in order to keep pace with changes in service delivery, staffing changes, and demand levels.
- MGT recommends that the departments track their time and volume activity so that there is a nexus between the fee being charged in the system and the fee published on the fee schedule. This will allow the City to make any future adjustments to their fees as well as analyze any revenue projections with greater ease.
- Most of our agencies ask us at the conclusion of the study: how often should this type of study be undertaken? Our advice is to undergo this detailed analysis at least every three but not more than five years, with minor adjustments in the non-study years (to keep pace with economic impacts). MGT recommends the City apply an inflation adjustment to fees annually, based on CPI to keep pace with inflation. The industry best practice is to apply this index once per year as part of the City's annual budget process. This is particularly helpful once an agency has chosen to adopt a cost recovery policy – whether 100% of cost or something less – in order to keep fees at the desired level.
- MGT did work with the Park and Recreation department earlier in this fee study. Those results have already been presented to City Council earlier this year are therefore are not part of this report. It is worth mentioning that some of those charges constitute payments for use of public property (e.g. facility rentals). These charges are not governed by the “estimated reasonable cost” test that true user fees are subject to but are typically influenced by fair market value surveys. MGT recommends that the department perform a fair market value survey at least every three to five years to ensure that the City remains competitive in their facility rental fees.

SECTION 2

Analysis Highlights



SECTION 2

ANALYSIS HIGHLIGHTS

Below are the analysis highlights for each department's analysis. Full results per fee can be found in Section 3 of this report.

CITY CLERK

The cost analysis for the City Clerk department fees is showing an overall recovery of 49% (\$1,202) and a 51% (\$1,261) subsidy. The City Clerk department user fees mostly consist of public records request copies. Current recovery rates range from 43% to 100%. Analysis highlights are listed below:

- The department has two per-page copy fees: one for non-commercial public records requests and one for commercial public records requests. In addition, there is a per-hour copy fee for commercial public records requests. The analysis found that the per-page fees, which are set at \$0.25 per page at the direction of the City Attorney, are recovering at 100%. The per-hour copy fee of \$28 for commercial public records requests is below the full cost of service by 57%. The full cost per hour for this service is \$65. The department recommends increasing the per-hour copy fee to its full cost of \$65.
- The department recommends removing two fees from their schedule: Request for Media and Photograph per print, as the department no longer provides physical media copies.

If the recommended fees are implemented, the recovery level would increase to \$2,463 with no subsidy.

SECTION 2

Analysis Highlights

FINANCE

The cost analysis for the Finance department fees is showing an overall recovery of 115% (\$331,500) with a \$42,694 surplus. The Finance department user fees include business license issuance, special assessment modification applications and billings, CFD (Community Facilities District) formation applications, and Improvement District Formations. Current recovery rates range from 4% to 154%. Analysis highlights are listed below:

- The Special Assessment Modification application fee, currently set at \$300, is recovering only 4% of the cost to provide the service. The department spends close to 70 hours processing each application. The department recommends increasing the application fee to \$8,000. It should be noted that the applicant is responsible for any additional costs for attorney or engineering fees.
- The City Manager, CFD Administrator, and Finance Director hourly rates are currently set below full cost and are recovering 48%, 91%, and 44% of their cost, respectively. The department recommends setting the hourly rates at their full cost.
- The CFD Formation application fee is below full cost by 44%, however the current fee of \$15,000 is capped at that amount by state law and cannot be increased at this time. This fee is intended to cover the cost of processing the application to the point of declaring an intent to form the district. To continue through the formation, the applicant is responsible for all additional costs and must deposit \$60,000 to cover those costs.
- The Annual Improvement District Assessment Billing fee was found to be over-recovering by 19%. The department recommends this fee be set at its full cost of \$19.
- The department recommends removing two fees: Special Assessment Modification Parcel Split and Special Assessment Modification Parcel Removal.

If the recommended fees are implemented, the recovery level would increase to \$360,678 (125%) with a \$71,871 surplus (25%).

FIRE

The cost analysis for the Fire Prevention division of the Fire department is showing an overall recovery of 62% (\$33,506) with a 38% (\$20,969) subsidy. This is partly attributed to the department not billing for all the inspections it performs. The Fire Prevention division charges fees for inspections of hazardous operations. The current schedule also lists inspection fees for new building construction, which the department recommends moving to the Development Services fee schedule, as the Fire Prevention staff do not perform new construction inspections. Current recovery rates range from 0% to 735%. Analysis highlights are listed below:

- Many fees are being re-named and consolidated for clarity and to avoid redundancy. See Section 3 of this report for details.
- 37 new fees are recommended to be added. See Section 3 for details.

SECTION 2

Analysis Highlights

- Two new false alarm fees are recommended to be added. As noted previously in this report, fines and penalties can be instituted to discourage undesirable behavior and do not need to be tied to cost of service.

If the recommended fees are implemented, the recovery level would decrease slightly to \$32,814 (60%) with a subsidy of \$21,661 (40%).

POLICE

The cost analysis for the Police department fees is showing an overall recovery of 17% (\$138,664) and an 83% (\$693,577) subsidy. The Police department fees range from 0% to 85% cost recovery. Analysis highlights are as follows:

- The department no longer provides black and white photographs and is requesting the fee schedule be amended accordingly.
- An hourly rate fee for Officers and Sergeants is recommended to be added to the schedule.
- The department recommends adding a Request for Body Camera Video to the schedule. Although the full cost is \$431 due to the extensive processing and redacting necessary before releasing the videos to requesters, the department recommends setting the fee at \$25 to be consistent with other local jurisdictions.

If the recommended fees are implemented, the recovery level would increase to \$154,689 (19%) with a \$677,552 subsidy (81%).

PUBLIC WORKS: PRETREATMENT PROGRAM

The cost analysis for the Pretreatment fees is showing an overall recovery of 45% (\$43,185) and a 55% (\$52,930) subsidy.

MGT analyzed seven existing fees and five new fees under this program. The five potential new fees consist of the following:

- Pretreatment annual permitting for Type 3 Industrial Users (IUs) (Non-Significant Categorical Industrial User (NSCIU) or zero discharge)
- Special Permit - one time or batch discharge from facility
- Special Permit - one time or batch discharge from Publicly Owned Treatment Works (POTW)
- Pretreatment annual permitting for Type 2 IUs (All IUs that do not fall under type 1 or 3)
- IU – Sampling

The seven existing fees are experiencing cost recovery percentages ranging from 39% to 69%. If the recommended fees are implemented, the recovery level would increase to \$70,299 (73%) and \$25,816 (27% subsidy).

SECTION 2

Analysis Highlights

BUILDING & SAFETY

The City of Goodyear is one of the fastest growing cities in the nation. With companies such as Microsoft, Amazon, Ball Corporation and UPS choosing to build facilities in the City, the Building and Safety department has experienced an unprecedented volume of work over the past few years. However, with the advent of a global pandemic and other extraneous factors, future growth levels are uncertain for all municipalities, including Goodyear. Due to these unpredictable growth dynamics, it is difficult to make any revenue projections for this department. MGT is recommending that the City make very few changes to the current Building and Safety fee structure at this time. Any recommendations are made with the intent to streamline the Building and Safety fee schedule to make it more customer friendly.

The analysis highlights are listed below:

- Staff recommends little change to the City's current Table 1 A. The three changes that are recommended would impact the first two tiers and the last tier of this table. The proposed full Table 1 A can be seen in section 3 of this report.
 - ✓ Staff recommends raising the first tier's threshold from \$500 to \$2,000. The effort to inspect projects at \$500 and \$2,000 did not vary. In addition, MGT recommends increasing the fee from \$34 to \$100 to cover the staff's time involved in this fee.
 - ✓ The second tier of \$2,001-\$25,000, staff recommends the minimum fee of \$150 with an additional \$18 per each additional \$1,000 or fraction thereof be charged be implemented.
 - ✓ The last tier (\$1,000,000 and above) staff recommends lowering the incremental cost from \$5 per \$1,000 to \$3 per 1,000.
 - ✓ There are no other changes being recommended for the remaining tiers. These fees are in alignment with many of the surrounding jurisdictions.
- There are 34 fees being recommended for removal from the Building and Safety fee schedule. Of these 34 fees, most have been combined to create one fee or were duplicating activities covered under another fee.
- There are eight new fees being recommended. A majority of the new fees have combined several existing fees in an effort to simplify the fee schedule. The new fees are listed below:
 - ✓ Building Plan Check (Engineering Standard Review) – per hour rate (half hour minimum charge).
 - ✓ Plan Check (as needed) – per hour rate (half hour minimum charge).
 - ✓ Water, Sewer, Gas Piping System – Flat Fee
 - ✓ Automatic Hood Extinguishing Systems – Flat Fee
 - ✓ Emergency Responder Radio Coverage Permit – Flat Fee
 - ✓ Temporary Certificate of Occupancy (TCO) Permit – Non-Residential - Fee is assessed for initial TCO requested per project for 45 days, and a renewal fee of 5% of original permit cost, with a minimum of \$200. Recommend to subsidize the application fee.
 - ✓ Application Processing Fee - MGT is recommending that a separate application processing fee be adopted. This fee would cover the cost of the Development Service Technicians to process the Building and Safety applications.
 - ✓ Application Processing Fee: Express Lane – client is recommending to subsidize this fee.

SECTION 2

Analysis Highlights

PLANNING

The cost analysis for the Planning division is showing an overall recovery of 95% (\$596,650) with a 5% (\$28,968) subsidy. There are several factors to consider regarding Planning's overall recovery level.

- For the first time, cross support was included into the Planning division's fee analysis. This cross support represents the time that other departments/divisions may spend performing tasks for services provided by the Planning division. By incorporating cross support costs into the fee, Planning can see what the full cost is to provide these services and set their fees accordingly.
- There were a significant number of fees that were either removed, combined or restructured in an effort to streamline the fee schedule and make it more customer friendly. With so many structural changes it is difficult to provide any type of revenue projects. The Planning division did provide their best estimate of volume for the new fee structure. This helped to provide some type of annual cost projections for this division.

Analysis highlights are listed below:

- There are 21 new fees being proposed and 76 fees recommended to be removed from the fee schedule. Most of the new fees being proposed are due to the current fees being restructured.
- There are three fees where MGT is recommending a change in how the fee is being charged:
 - ✓ Annexation/De-annexation (one-half fee if submitted with rezone) Petition – to be paid after Council authorization change from a base fee plus parcel to a flat fee plus noticing costs.
 - ✓ Rezoning Request – Standard District change from base fee plus per unit to flat fee plus noticing costs.
 - ✓ Site Plan – Amendment – Non-Residential change from base fee plus per unit to a flat fee.
- There are six fees recommended to move to the Engineering department's fee schedule:
 - ✓ Final Subdivision Plat Application base fee
 - ✓ Final Subdivision Plat Application per acre fee
 - ✓ Map of Dedication (MOD)
 - ✓ Minor Land Division – Residential
 - ✓ Minor Land Division – Non-Residential
 - ✓ Street/ROW Abandonment or Vacation
- MGT is recommending that a separate application processing fee be adopted. This fee would cover the cost of the Development Service Technicians to process the planning applications. There are several instances where Planning is recommending to waive the application fee for certain services. Those are noted on the recommended fee schedule in section 3 of this report.

With all of the recommended changes, the Planning schedule would be reduced to 40 individual fees. Currently there are 101 fees.

If the recommended fees are implemented, the recovery level would increase to \$645,184 with a \$19,556 surplus. As a reminder, it also includes estimated volume amount for any new fees.

SECTION 2

Analysis Highlights

ENGINEERING

The cost analysis for the Engineering department fees is showing an overall recovery of 88% (\$4,721,634) and a 12% (\$666,557) subsidy. The recovery level does not factor in fees that would be waived or charge code corrections. This would reduce the revenue collected down to \$2,621,634.

There were a significant number of fees that were either removed, combined or restructured in an effort to streamline the fee schedule and make it more customer friendly. With so many structural changes it is difficult to provide any type of revenue projects. The Engineering department did provide their best estimate of volume for the new fee structure. This helped to provide some type of annual cost projections for this department.

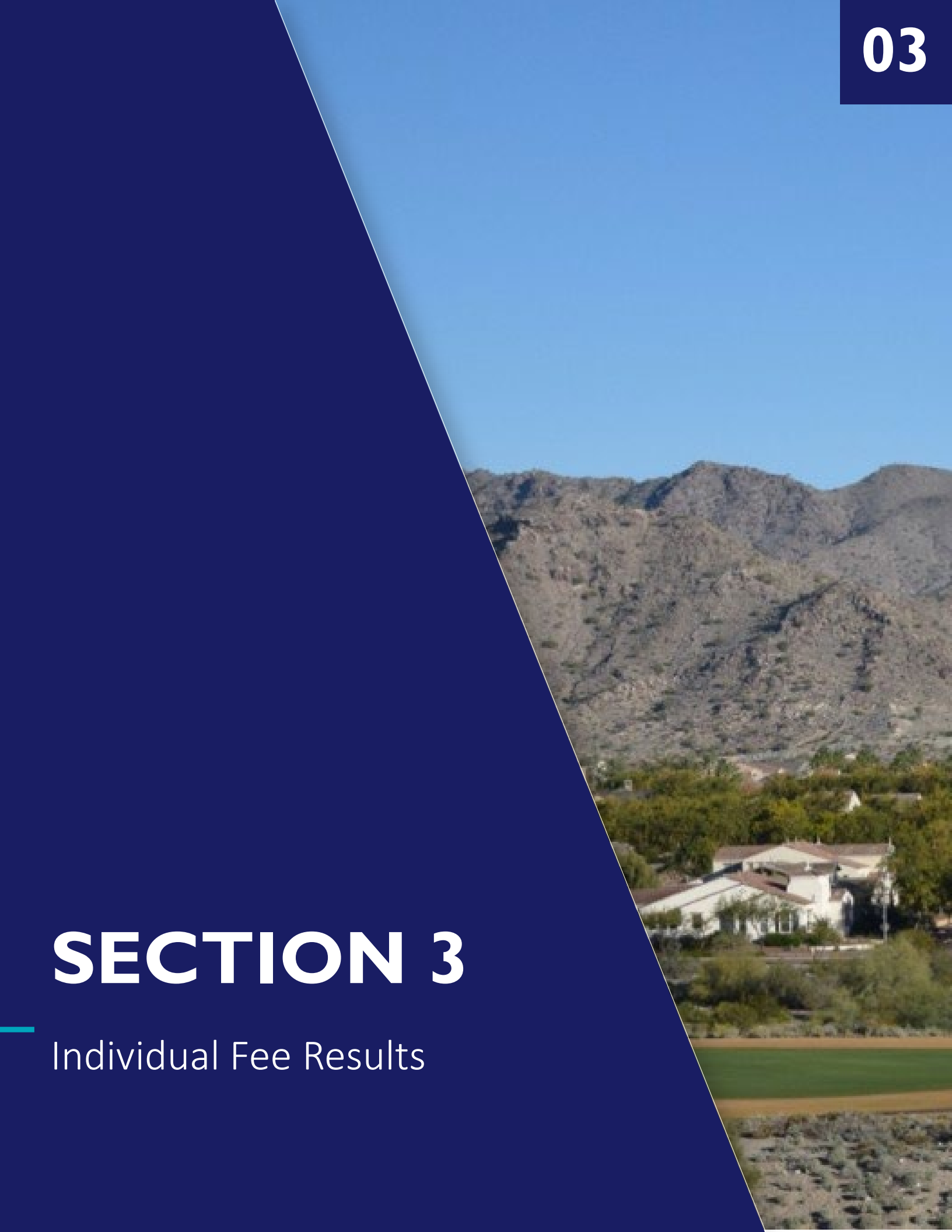
Analysis highlights are listed below:

- There are 47 new fees being proposed and 38 fees recommended to be removed from the fee schedule. Most of the new fees being proposed are due to the current fees being restructured.
- There are 15 fees where MGT is recommending a change in how the fee is being charged:
 - ✓ Master Report Review would change from each to a base fee plus per hourly rate.
 - ✓ Master Report Review – Amendment would change from each to a base fee plus per hourly rate.
 - ✓ Drainage Report would change from each to a base fee plus per hourly rate.
 - ✓ SWPPP Narrative Report would change from each to a base fee plus per hourly rate.
 - ✓ Utility Design Report would change from each to a base fee plus per hourly rate.
 - ✓ Field Change Design Review would change from a per sheet fee to a per hour fee.
 - ✓ Dry Utility Boring would change from \$150 each to a per linear foot fee.
 - ✓ Signing and Striping would change from 5% of cost to a per linear foot fee.
 - ✓ Misc. Concrete Structures would change from 5% of value to a per hour fee.
 - ✓ Traffic Signal Inspection would change from 5% of cost to a charge for each traffic signal.
 - ✓ Water Service Lines – 2” and smaller would change from per linear foot to a charge for each.
 - ✓ Water Service Lines – above 2” would change from per linear foot to a charge for each.
 - ✓ Final Subdivision Plat Application or Minor Land Division with Dedicated would change from a base fee plus per unit to a base fee plus per sheet.
 - ✓ Map of dedication / Minor Land Division would change from each to a base fee plus per sheet.
 - ✓ Legal Descriptions would change from a per sheet fee to a per hour fee with a minimum of one hour.
- MGT is recommending that a separate application processing fee be adopted. This fee would cover the cost of the Development Service Technicians to process the Engineering applications.

If the recommended fees are implemented, the recovery level would increase to \$5,413,941 with a \$25,750 surplus. As a reminder, the recovery level does not include fees that are waived or any charge code corrections. It also includes estimated volume amount for any new fees.

SECTION 3

Individual Fee Results



CITY CLERK

User Fee Study Summary Sheet

City of Goodyear

City Clerk

FY2021 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue ²	Increased Revenue	Recommend ed Subsidy	Footnote
1	Public Records Request Non-commercial	Per page	900	\$ 0.25	\$ 0.25	100%	\$ 225	\$ 225	\$ -	100%	\$ 0.25	\$ 225	\$ -	\$ -	1
2	Public Records Commercial (per page)	Per page	101	\$ 0.25	\$ 0.25	100%	\$ 25	\$ 25	\$ -	100%	\$ 0.25	\$ 25	\$ -	\$ -	
3	Public Records Commercial (per hour)	Per hour (additional)	34	\$ 28	\$ 65	43%	\$ 2,213	\$ 952	\$ 1,261	100%	\$ 65	\$ 2,213	\$ 1,261	\$ -	
4	Request for Media	Remove	-	\$ 5	Dept recommends removing from schedule										2
5	Photograph per print (varies based on size of photo and whether color or black & white) \$3-\$7	Remove	-	\$ 5	Dept recommends removing from schedule										2
6	Ballot Argument Fee	Each	1	\$ 50	No analysis done - fee set by ordinance										3
Total User Fees							\$2,463	\$1,202	\$1,261				\$2,463	\$1,261	\$0
% of Full Cost								49%	51%				100%	105%	0%

Footnotes

- 1 Fee #1 - Public Records Request Non-commercial - per statute - only actual copy time can be included
- 2 Fees #4, #5 - Department no longer provides physical media copies
- 3 Fee #6 Ballot Argument Fee - Current fee set by ordinance

FINANCE

User Fee Study Summary Sheet

City of Goodyear
Finance
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Recommend ed Fee2	
1	Special Assessment Modification application	Per application	5	\$ 300	\$ 8,085	4%	\$ 40,424	\$ 1,500	\$ 38,924	99%	\$ 8,000	\$ 40,000	\$ 38,500	\$ 424	1	
2	Special Assessment Modification Parcel Split	Remove	-	\$ 20	Dept recommends removing from schedule											
3	Special Assessment Modification Parcel Removal	Remove	-	\$ 5	Dept recommends removing from schedule											
4	Community Facilities District (CFD) Formation Non-Refundable Application fee	Non-refundable application fee plus	-	\$ 15,000	\$ 26,575	56%	\$ -	\$ -	\$ -	56%	\$ 15,000	\$ -	\$ -	\$ -	2	
5	City Manager Hourly Rate	Per hour	-	\$ 108	\$ 226	48%	\$ -	\$ -	\$ -	100%	\$ 226	\$ -	\$ -	\$ -		
6	CFD Administrator Hourly Rate	Per hour	-	\$ 82	\$ 90	91%	\$ -	\$ -	\$ -	100%	\$ 90	\$ -	\$ -	\$ -		
7	Finance Director Hourly Rate	Per hour \$75,000 deposit plus legal and eng costs plus administrative exp	-	\$ 82	\$ 188	44%	\$ -	\$ -	\$ -	100%	\$ 188	\$ -	\$ -	\$ -		
8	Improvement District Formation		-	\$ -	\$ 26,575	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -	3	
9	Non-Sufficient Funds (NSF) fee	Per occurrence	-	\$ 50	\$ 33	154%	\$ -	\$ -	\$ -	154%	\$ 50	\$ -	\$ -	\$ -		
10	Early Payoff of Assessment	Per transaction	75	\$ 200	\$ 218	92%	\$ 16,384	\$ 15,000	\$ 1,384	101%	\$ 220	\$ 16,500	\$ 1,500	\$ (116)	4	
11	Annual Improvement District Assessment Billing Fee	Per parcel	3,000	\$ 23	\$ 19	119%	\$ 58,178	\$ 69,000	\$ (10,822)	100%	\$ 19	\$ 58,178	\$ (10,822)	\$ -	4	
12	Business License (New)	Per license	480	\$ 75	\$ 78	96%	\$ 37,677	\$ 36,000	\$ 1,677	96%	\$ 75	\$ 36,000	\$ -	\$ 1,677		
13	Business License (Renewal)	Per license	2,800	\$ 75	\$ 49	154%	\$ 136,144	\$ 210,000	\$ (73,856)	154%	\$ 75	\$ 210,000	\$ -	\$ (73,856)		
Total User Fees							\$288,806	\$331,500	-\$42,694			\$360,678	\$29,178	-\$71,871		
% of Full Cost								115%	-15%			125%	9%	-25%		

Footnotes

- Fee #1 - Applicant responsible for all additional costs for outside attorney or engineering fees.
- Fee #4 - Intended to cover the cost of processing application to the point of declaring an intent to form the district. Application fee capped at \$15,000 by the state. To continue through the formation, applicant is responsible for all additional costs and must deposit \$60,000 for that purpose.
- Fee #8 - \$75,000 with non-refundable application fee. Applicant responsible for additional costs once intent to form is adopted.
- Fees #10 and #11 are not on the current published fee schedule and should be added.

FIRE

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations				
				Per Unit			Annual			Per Unit		Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
1	Aviation Facilities	Each	-	\$ 275	\$ 340	81%	\$ -	\$ -	\$ -	100%	\$ 340	\$ -	\$ -	\$ -
2	Flammable and Combustible Liquids	Each	12	\$ 80	\$ 136	59%	\$ 1,632	\$ 400	\$ 1,232	103%	\$ 140	\$ 700	\$ 300	\$ 932
3	Flammable and Combustible Liquids - Temporary Tanks	Each	165	\$ 150	\$ 136	110%	\$ 22,446	\$ 13,800	\$ 8,646	103%	\$ 140	\$ 12,880	\$ (920)	\$ 9,566
	Remove - combine with #3						Dept recommends removing from fee schedule.							
4	Construction Site Fuel Tanks - stationary tanks	#3	-	\$ 150			Dept recommends removing from fee schedule.							
5	Flammable and Combustible Liquids - Refinery operations	Remove	-	\$ 350			Dept recommends removing from fee schedule.							
6	Hazardous Materials in excess of amount listed in Table 105.6.20.	Each	81	\$ 100	\$ 204	49%	\$ 16,529	\$ 5,300	\$ 11,229	49%	\$ 100	\$ 5,300	\$ -	\$ 11,229
	Remove - replaced with #19						Dept recommends removing from fee schedule.							
7	Flammable and Combustible Liquids - Fuel stations that install, repair, or remove a tank	#19	-	\$ 250			Dept recommends removing from fee schedule.							
8	Gate access, access control device	Remove - Dev Svcs	-	\$ 100			Dept recommends removing from fee schedule.							
9	Compressed Gases: Installation, submit plans (in excess of code permit amount)	Remove - Dev Svcs	-	\$ 350			Dept recommends removing from fee schedule.							
10	Compressed Gases: Store, transport on site, dispense, or use - per Table 105.6.8	Each	2	\$ 250	\$ 34	735%	\$ 68	\$ 500	\$ (432)	368%	\$ 125	\$ 250	\$ (250)	\$ (182)
11	Cryogenics: Installation, submit required plans (in excess of code permit amounts)	Remove - Dev Svcs	-	\$ 350			Dept recommends removing from fee schedule.							
12	Cryogenic Fluids (must exceed amount listed in Table 105.6.10)	Each	8	\$ 150	\$ 34	441%	\$ 272	\$ 1,050	\$ (778)	441%	\$ 150	\$ 1,050	\$ -	\$ (778)
13	Dry Cleaning	Each	-	\$ 102	\$ 68	150%	\$ -	\$ -	\$ -	150%	\$ 102	\$ -	\$ -	\$ -
14	Explosives - Blasting	Permit is for 1st 30 days	4	\$ 150	\$ 181	83%	\$ 726	\$ 450	\$ 276	100%	\$ 181	\$ 544	\$ 94	\$ 181
14.1	Blasting site: Each additional 30 days or fraction thereof	Permit is for each additional 30 days	-	\$ 150	\$ 68	221%	\$ -	\$ -	\$ -	100%	\$ 68	\$ -	\$ -	\$ -
15	Explosives - Display Fireworks	Each	-	\$ 150	\$ 300	50%	\$ -	\$ -	\$ -	100%	\$ 300	\$ -	\$ -	\$ -
15.1	Explosives - Sale of Consumer Fireworks	New fee - each	-	\$ -	\$ 125	0%	\$ -	\$ -	\$ -	100%	\$ 125	\$ -	\$ -	\$ -
16	Operate a terminal for handling explosive materials	Remove	-	\$ 350			Dept recommends removing from fee schedule.							
17	Blasting site: Each site - 1-30 days	Remove - duplicate of #14	-	\$ 250			Dept recommends removing from fee schedule.							

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations				
				Per Unit			Annual			Per Unit		Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
19	Flammable and Combustible Liquids: install, remove, abandon, repair, place out of service, or change tank	Remove	1	\$ 150	Dept recommends removing from fee schedule.									
20	Flammable/Combustible Liquids: use, operate, repair, or modify a pipeline	Remove	1	\$ 250	Dept recommends removing from fee schedule.									
21	Fruit and Crop Ripening	Each	-	\$ 150	\$ 68	221%	\$ -	\$ -	\$ -	221%	\$ 150	\$ -	\$ -	\$ -
22	Fumigation or Thermal Insecticide fogging: Operate a business	Remove - Dev Svcs	-	\$ 100	Dept recommends removing from fee schedule.									
23	Fumigation or Thermal Insecticide fogging: Site, use of toxic or flammable	Each	-	\$ 100	\$ 125	80%	\$ -	\$ -	\$ -	100%	\$ 125	\$ -	\$ -	\$ -
24	Spraying and Dipping	Each	-	\$ 150	\$ 136	110%	\$ -	\$ -	\$ -	110%	\$ 150	\$ -	\$ -	\$ -
25	Install or modify a spray booth - submit plan - each booth	Remove - Dev Svcs	-	\$ 250	Dept recommends removing from fee schedule.									
26	LPG Installation	Remove - Dev Svcs	-	\$ 300	Dept recommends removing from fee schedule.									
27	LP Gas	Each	4	\$ 200	\$ 68	294%	\$ 272	\$ 200	\$ 72	294%	\$ 200	\$ 200	\$ -	\$ 72
28	LP Gas Exchange Stations	Each	26	\$ 150	\$ 68	221%	\$ 1,769	\$ 1,500	\$ 269	221%	\$ 150	\$ 1,500	\$ -	\$ 269
29	Mall/covered buildings: Place or construct temporary kiosks, display booths, concessions or use as an assembly	Each	-	\$ 350	\$ 125	281%	\$ -	\$ -	\$ -	281%	\$ 350	\$ -	\$ -	\$ -
30	Liquid or Gas Fueled Vehicles or Equipment in Assembly Buildings	Each	-	\$ 100	\$ 68	147%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
31	Cutting and Welding	Each	10	\$ 150	\$ 68	221%	\$ 680	\$ 750	\$ (70)	221%	\$ 150	\$ 750	\$ -	\$ (70)
32	Carnivals and Fairs - initial inspection	Remove - Dev Svcs	-	\$ 200	Dept recommends removing from fee schedule.									
33	Amusement Buildings- initial inspection	Remove - Dev Svcs	-	\$ 200	Dept recommends removing from fee schedule.									
34	Exhibits & Trade Shows- initial inspection	Remove - Dev Svcs	-	\$ 150	Dept recommends removing from fee schedule.									
35	Trade shows/exhibits over 5,000 sq. ft. - initial inspection	Remove - Dev Svcs	-	\$ 250	Dept recommends removing from fee schedule.									
36	Display liquid or gas-fueled vehicles or equipment in event buildings - initial inspection	Remove - Dev Svcs	-	\$ 150	Dept recommends removing from fee schedule.									
37	Fireworks, pyrotechnical special effects display - each display - initial inspection	Remove - duplicate of	-	\$ 350	Dept recommends removing from fee schedule.									
38	Pyrotechnical special effects matl, manufacture, compound, store, use	Remove - duplicate	-	\$ 250	Dept recommends removing from fee schedule.									
39	Open burning, bonfire - initial inspection	Remove - Dev Svcs	-	\$ 80	Dept recommends removing from fee schedule.									
40	Tent, canopy, temporary membrane structure - single and first	Remove - Dev Svcs	-	\$ 200	Dept recommends removing from fee schedule.									

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations				
				Per Unit			Annual			Per Unit		Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
41	Each additional tent, canopy, or membrane structure	Remove - Dev Svcs	-	\$ 100	Dept recommends removing from fee schedule.									
42	After hour inspection/Prevention standby	4.5 hours minimum, Penalty - charged after	2	\$ 320	\$ 306	105%	\$ 612	\$ 640	\$ (28)	105%	\$ 320	\$ 640	\$ -	\$ (28)
43	Re-inspection (failed or missed appt)	Institutional facilities - hospital/nursing home, per bed	-	\$ 320	\$ 68	Penalty. Dept can set at their discretion.					\$ 320	\$ -	\$ -	\$ -
44	Other group care license facilities (DHS regulated facilities)	Each	70	\$ 120	\$ 68	176%	\$ 4,761	\$ 5,640	\$ (879)	176%	\$ 120	\$ 5,640	\$ -	\$ (879)
45	Informational Reports - environmental, site, technical, informational	Each	-	\$ 74	\$ 136	54%	\$ -	\$ -	\$ -	54%	\$ 74	\$ -	\$ -	\$ -
47	Initial and recheck business occupancy inspection - Suppression	Remove	-	\$ -	Dept recommends removing from fee schedule.									
48	Initial and recheck business occupancy inspection - Prevention	Remove	909	\$ -	Dept recommends removing from fee schedule.									
49	Other State or County non licensed facilities/programs	Each	1	\$ 50	\$ 136	37%	\$ 136	\$ -	\$ 136	37%	\$ 50	\$ -	\$ -	\$ 136
50	Inspection - Certificate of Occupancy	Remove - Dev Svcs	-	\$ -	Dept recommends removing from fee schedule.									
51	Public Education - CPR	Remove	1	\$ 88	Dept recommends removing from fee schedule.									
52	Records Request (Non-Commercial) per page	Each	189	\$ 0.50	No analysis done. Fee to be consistent with Citywide copy fees.									
53	*subject to change Records Request (Commercial) per page plus a \$28 hourly rate *subject to change	Per page	-	\$ 0.50	No analysis done. Fee to be consistent with Citywide copy fees.									
54	Request for Media (per tape, DVD or CD, etc.)	Each	-	\$ 5	No analysis done. Fee to be consistent with Citywide copy fees.									
55	Photograph per print (varies based on size of photo and whether color or black & white)	Per print	-	\$ 5	No analysis done. Fee to be consistent with Citywide copy fees.									
63	Aerosol Products - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
64	Amusement Buildings	New - per event	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -
65	Carnivals and Fairs	New - per event	-	\$ -	\$ 261	0%	\$ -	\$ -	\$ -	96%	\$ 250	\$ -	\$ -	\$ -
66	Cellulose Nitrate - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
67	Cumbustible Dust Producing Operations - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
68	Combustible Fibers - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	184%	\$ 125	\$ -	\$ -	\$ -
69	Covered and Open Mall Buildings - annual inspection	New - per inspection	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -
70	Exhibits & Trade Shows	New - per event	-	\$ -	\$ 261	0%	\$ -	\$ -	\$ -	96%	\$ 250	\$ -	\$ -	\$ -

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations				
				Per Unit			Annual			Per Unit		Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
71	Floor Finishing	New - per event	-	\$ -	\$ 125	0%	\$ -	\$ -	\$ -	100%	\$ 125	\$ -	\$ -	\$ -
72	Fumigation and Insecticidal Fogging - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
73	HPM Facilities - annual inspection	New - per inspection	-	\$ -	\$ 272	0%	\$ -	\$ -	\$ -	92%	\$ 250	\$ -	\$ -	\$ -
74	High Piled Storage - annual inspection	New - per inspection	-	\$ -	\$ 272	0%	\$ -	\$ -	\$ -	92%	\$ 250	\$ -	\$ -	\$ -
75	Hot Work Operations - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
76	Industrial Ovens - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
77	Lumber Yards and Woodworking Plants - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
78	Magnesium - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
79	Mobile Food Preparation Vehicles	New - per event	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
80	Motor Fuel Dispensing Facilities - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
81	Open Burning	New - per event	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
82	Open Flames and Torches - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
83	Open Flames and Candles - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
84	Organic Coatings - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
85	Outdoor Assembly Events	New - per event	-	\$ -	\$ 261	0%	\$ -	\$ -	\$ -	96%	\$ 250	\$ -	\$ -	\$ -
86	Places of Assembly - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
87	Plant Extraction Systems - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
88	Pyrotechnic Special Effects Material	New - per event	-	\$ -	\$ 193	0%	\$ -	\$ -	\$ -	104%	\$ 200	\$ -	\$ -	\$ -
89	Pyroxylin Plastics - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
90	Refrigeration Equipment - annual inspection	New - per inspection	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -
91	Repair Garages and Motor Fuel Dispensing Facilities - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
92	Rooftop Heliports - annual inspection	New - per inspection	-	\$ -	\$ 68	0%	\$ -	\$ -	\$ -	147%	\$ 100	\$ -	\$ -	\$ -
93	Storage of Scrap Tires and Tire Byproducts - annual inspection	New - per inspection	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations				
				Per Unit			Annual			Per Unit		Annual		
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
94	Temporary Membrane Structures and Tents	New - per event	-	\$ -	\$ 125	0%	\$ -	\$ -	\$ -	100%	\$ 125	\$ -	\$ -	\$ -
95	Tire Rebuilding Plants - annual inspection	New - per inspection	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -
96	Wood Products - annual inspection	New - per inspection	-	\$ -	\$ 136	0%	\$ -	\$ -	\$ -	92%	\$ 125	\$ -	\$ -	\$ -
97	False/Nuisance Alarms - first two occurrences	New - no charge, warning letter	-	\$ -	Penalty. No cost analysis done. Dept can set at whatever they deem appropriate.						\$ -	\$ -	\$ -	\$ -
98	False/Nuisance Alarms - third and subsequent occurrences	New - per apparatus dispatched	-	\$ -							\$ 425	\$ -	\$ -	\$ -
Total Cost of Unidentified Time							\$21,402,376	\$0	\$21,402,376					

User Fee Study Summary Sheet

City of Goodyear
Fire
FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current			Recommendations							
				Per Unit			Annual			Per Unit			Annual	
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy
	Total User Fees						\$54,475	\$33,506	\$20,969			\$32,814	-\$692	\$21,661
	% of Full Cost							62%	38%			60%	-2%	40%
	Total Other Services						\$21,402,376	\$0	\$21,402,376			\$0	\$0	\$21,402,376
	% of Full Cost							0%	100%					
	Department Totals						\$21,456,851	\$33,506	\$21,423,345			\$32,814	-\$692	\$21,424,036
	% of Full Cost							0%	100%			0%	-2%	100%

Footnotes

- 1 Fee #1 - Propose to change name of fee from "Aircraft Repair Hanger, 5000 sf or more". Requires a permit if classified as a Group H or Group S occupancy. There is no trigger point by square footage (remove the 5,000 sq ft). This permit will apply to any aircraft hanger.
- 2 Fee #2 - Propose to change name of fee from "Store, handle, or use Class I >5 gal inside, 10 gal outside; Class II or IIIA (25+in/60 gal out)." This permit will apply to any business that has flammable/combustible liquids for sale.
- 3 Fee #4 - Fee was combined with Fee #3. Recommend removing from fee schedule.
- 4 Fee #5, #16, #19, #20, #51 - Department no longer provides these services. Recommend removing from fee schedule.
- 5 Fee #6 - Propose to change name of fee from "Haz Mat - store, handle, manufacture, or use - per quantity"

POLICE

User Fee Study Summary Sheet

City of Goodyear
Police
FY2021 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	
1	Public Records Request (Non-commercial)	Per page	4,071	\$ 0.50	---- Fee to be consistent with Citywide copy fees ---										
2	Public Records Commercial (per page)	Per page	10	\$ 0.50	---- Fee to be consistent with Citywide copy fees ---										
3	Public Records Commercial (hourly rate)	Per hour	-	\$ 28	---- Fee to be consistent with Citywide copy fees ---										
4	Request for Media (per tape, DVD or CD, etc.)	Per tape, DVD, CD, etc	455	\$ 5	\$ 938	1%	\$ 426,790	\$ 2,275	\$ 424,515	1%	\$ 10	\$ 4,550	\$ 2,275	\$ 422,240	
5	Request for Body Camera Video	New - per video	538	\$ -	\$ 431	0%	\$ 231,878	\$ -	\$ 231,878	6%	\$ 25	\$ 13,450	\$ 13,450	\$ 218,428	
6	Fingerprinting	Per set	367	\$ 17	\$ 20	85%	\$ 7,340	\$ 6,239	\$ 1,101	85%	\$ 17	\$ 6,239	\$ -	\$ 1,101	
7	Towing Administration Fee (in addition to towing company fees)	Set by State ARS 28-3513	863	\$ 150	\$ 191	79%	\$ 164,833	\$ 129,450	\$ 35,383	79%	\$ 150	\$ 129,450	\$ -	\$ 35,383	
8	Photograph per print - black and white	Remove	-	\$ 3	--- Dept recommends removing from schedule ---										
9	Photograph per print	Per print	100	\$ 7	\$ 14	50%	\$ 1,400	\$ 700	\$ 700	71%	\$ 10	\$ 1,000	\$ 300	\$ 400	
10	Vehicle Fee for Off-Duty Officers	Per vehicle per hour	8,803	\$ 5	---- Not analyzed. Dept recommends keeping fee the same. ---							\$ 5	\$ 44,015	\$ 44,015	\$ (44,015)
11	Hourly Rate - Police Officer	New - hourly rate	-	\$ -	\$ 120	0%	\$ -	\$ -	\$ -	100%	\$ 120	\$ -	\$ -	\$ -	
12	Hourly Rate - Police Sergeant	New - hourly rate	-	\$ -	\$ 151	0%	\$ -	\$ -	\$ -	100%	\$ 151	\$ -	\$ -	\$ -	
Total User Fees							\$832,241	\$138,664	\$693,577						
% of Full Cost								17%	83%						

Footnotes

- 1 Fees #4, #5 - Statute states only cost of media can be included in fee. Including staff time is prohibited. Recommended fee of \$10 is consistent with other cities.
- 2 Fee #7 - Pursuant to Arizona State law, the owner of the towed vehicle is liable for an administrative fee of \$150.00 paid with cash, cashier's check or money order payable to the City of Goodyear.

PUBLIC WORKS: PRETREATMENT PROGRAM

User Fee Study Summary Sheet

City of Goodyear

Public Works - Pre Treatment -

FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue ²	Increased Revenue	Recommended Subsidy	
1	Pretreatment Initial application fee for type 1, 2, or 3 Permit	Flat Fee	7	\$ 775	\$ 1,994	39%	\$ 13,958	\$ 5,425	\$ 8,533	50%	\$ 1,000	\$ 7,000	\$ 1,575	\$ 6,958	
2	Pretreatment Annual permitting for Type 1 IU's (SIU, CIU, MTCIU)	Flat Fee	6	\$ 2,300	\$ 3,404	68%	\$ 20,422	\$ 13,800	\$ 6,622	73%	\$ 2,500	\$ 15,000	\$ 1,200	\$ 5,422	
3	Pretreatment Re inspection	Flat Fee	1	\$ 150	\$ 216	69%	\$ 216	\$ 150	\$ 66	93%	\$ 200	\$ 200	\$ 50	\$ 16	
4	Permit modification type 1, 2, or 3	Flat Fee	1	\$ 460	\$ 942	49%	\$ 942	\$ 460	\$ 482	96%	\$ 900	\$ 900	\$ 440	\$ 42	
5	Permit appeals type 1, 2, or 3	Flat Fee	-	\$ 300	\$ 736	41%	\$ -	\$ -	\$ -	95%	\$ 700	\$ -	\$ -	\$ -	
6	FOG Annual Inspection	Flat Fee (prorated)	130	\$ 160	\$ 258	62%	\$ 33,509	\$ 20,800	\$ 12,709	70%	\$ 180	\$ 23,400	\$ 2,600	\$ 10,109	
7	FOG Re-inspection	Flat Fee	30	\$ 85	\$ 183	46%	\$ 5,492	\$ 2,550	\$ 2,942	55%	\$ 100	\$ 3,000	\$ 450	\$ 2,492	
9	Pretreatment Annual permitting for Type 3 IU's (NSCIU or zero discharge)	New annual fee	10	\$ -	\$ 579	0%	\$ 5,790	\$ -	\$ 5,790	95%	\$ 550	\$ 5,500	\$ 5,500	\$ 290	
11	Special Permit - one time or batch discharge from facility	New Per Event	2	\$ -	\$ 344	0%	\$ 688	\$ -	\$ 688	87%	\$ 300	\$ 600	\$ 600	\$ 88	
12	Special Permit - one time or batch discharge from POTW	New Per Event	-	\$ -	\$ 84	0%	\$ -	\$ -	\$ -	95%	\$ 80	\$ -	\$ -	\$ -	
13	Pretreatment Annual permitting for Type 2 IU's (All IU's that do not fall under type 1 or 3)	New annual fee	15	\$ -	\$ 827	0%	\$ 12,400	\$ -	\$ 12,400	97%	\$ 800	\$ 12,000	\$ 12,000	\$ 400	
14	IU - Sampling	New Per Event (Laboratory Services will be charged at actual cost)	15	\$ -	\$ 180	0%	\$ 2,699	\$ -	\$ 2,699	100%	\$ 180	\$ 2,699	\$ 2,699	\$ -	
Total User Fees							\$96,115	\$43,185	\$52,930						
% of Full Cost								45%	55%						

Footnotes

- 1 Fee #14 - IU - Sampling: Laboratory Services will be charged at actual cost. Fee includes only time to set up sampler and take down sampler.

BUILDING & SAFETY

User Fee Study Summary Sheet

City of Goodyear
 Building (Development Services)
 FY2021 Budget

Ord	Service Name	Fee Description	Current		Annual Current Recovery %	Recommendations		Note
			Per Unit Current Fee	Full Cost		Per Unit Recovery Level	Annual Recommended Fee	
0.1	Application Processing Fee	New: Per Application (permit)	\$ -	\$ 102	0%	100%	\$ 102	Recommend to subsidize (waive fee) for residential remodel, add, mpe, pv, fire verification
0.2	Application Processing Fee - Express Lane	New: Per Application (permit)	\$ -	\$ 102	0%	0%	\$ 0	Recommend to subsidize (waive) for express lane permits.
0.5 Table 1-A. Building Permit Fees								
1	Table 1A: \$1-\$2,000	Fee	\$ 34	\$ -	0%	100%	\$ 100	combined tiers \$1-\$500 and \$501-\$2000 for new recommended tier of \$1-\$2,000. Fee increase to \$100
2	Table 1A: \$2,001-\$25,000	\$150 for the first \$2,000, plus \$18 for each additional \$1,000 or fraction thereof			0%	100%	\$ 150	Recommend tier: \$2,001-\$25,000. Base fee of \$150 plus \$18 for each additional \$1,000 or fraction thereof
4	Table 1A: \$25,001-\$50,000	\$554 for the first \$25,000 plus \$14 for each additional \$1,000 or fraction thereof	\$ 554	\$ -	0%	100%	\$ 554	no change from current fee
5	Table 1A: \$50,001-\$100,000	\$916 for the first \$50,000 plus \$10 for each additional \$1,000 or fraction thereof	\$ 916	\$ -	0%	100%	\$ 916	no change from current fee
6	Table 1A: \$100,001-\$500,000	\$1,408 for the first \$100,000 plus \$8 for each additional \$1,000 or fraction thereof	\$ 1,408	\$ -	0%	100%	\$ 1,408	no change from current fee
7	Table 1A: \$500,001-\$1,000,000	\$4,579 for first \$500,000 plus \$7 per each additional \$1,000 or fraction thereof.	\$ 4,579	\$ -	0%	100%	\$ 4,579	no change from current fee
8	Table 1A: \$1,000,001 and above	\$7,042 for first \$1,000,000 plus \$3 per each additional \$5,000 or fraction thereof.	\$ 7,042	\$ -	0%	100%	\$ 7,042	keep fee but lower incremental from \$5 per additional \$1,000 to \$3 per each additional \$5,000

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current		Recommendations			
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
8.9	Minimum Plan Review Fee	Minimum plan review fee	\$ 35	\$ 97	36%	100%	\$ 97	Recommend to increase to \$97. May want to round to \$100
9	Building Plan Check	65% of permit fee. In no case shall any plan review fee be less than \$97.00	\$ -	\$ -	0%	100%	\$ -	Recommend to increase minimum to \$97. May want to round to \$100
9.1	Building Plan Check - 3rd and subsequent reviews	Per Hour (minimum 1 hour) for each additional review	\$ 100	\$ 86	116%	100%	\$ 100	keep current fee
9.2	Building Plan Check (Engineering Standard Review)	New per hour fee for plan reviewer with a minimum of 1/2 hr. \$50	\$ -	\$ -	0%	100%	\$ 50	Keep - per hour fee for plan reviewer with a minimum of 1/2 hr. \$50
9.3	Plan Review As Needed	New per hour fee for plan reviewer with a minimum of 1/2 hr. \$50	\$ -	\$ -	0%	100%	\$ 50	Keep - per hour fee for plan reviewer with a minimum of 1/2 hr. \$50
9.4	Cancellation Fee Revenue	Revenue from cancelled permits	\$ -	\$ -	0%	100%	\$ -	Application processing fee covers this service - no additional fee category
10	Table 1-B. Miscellaneous Permits							All flat permit fees with review required will be assessed the minimum plan review fee
10.1	Express lane plan review	Flat Fee	\$ 50	\$ 20.41	245%	100%	\$ 20	Single / Multi-Family production with approved standard plans on file.
11	Swimming Pools: Above Ground	Remove	\$ 50	\$ -	0%		Remove	
12	Swimming Pools / Spa: Residential	Each	\$ 150	\$ 218	69%	100%	\$ 218	
13	Swimming Pools / Spa: Non-residential	Each	\$ 250	\$ 313	80%	100%	\$ 500	Recommend \$500 includes permit and plan review fee
14	Spas / Hot Tubs	Remove	\$ 75	\$ -	0%		Remove	
15	Lack of standard pool/spa/hot tub plans on file	Remove	\$ 75	\$ -	0%		Remove	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

Ord	Service Name	Fee Description	Current			Recommendations		Note
			Per Unit		Annual	Per Unit	Annual	
			Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	
16	Re-Roof: Shingle- overlay	Remove	\$ 25	\$ -	0%		Remove	
17	Re-Roof: Residential	Flat Fee	\$ 50	\$ 55	92%	100%	\$ 55	
18	Re-Roof: Tile and sheathing	Remove	\$ 50	\$ -	0%		Remove	
19	Re-Roof: Commercial	Change Based on valuation of project to flat fee	\$ -	\$ 245	0%	100%	\$ 500	Recommend \$500 includes permit and plan review fee
22	Demolition of Buildings: Residential accessory building or garage	Remove	\$ 25	\$ -	0%		Remove	
23	Demolition of Buildings: Residential or Non Residential	Per structure	\$ 100	\$ 55	183%	100%	\$ 55	
24	Demolition of Buildings: Structures other than residential single-family	Remove	\$ 200	\$ -	0%		Remove	
25	Temporary Trailers	Each	\$ 200	\$ 79	252%	100%	\$ 79	
26	Temporary Trailers: Plan review	Remove	\$ 75	\$ -	0%		Remove	
27	Generators: Temporary Generators	Each	\$ 75	\$ 68	110%	100%	\$ 175	Recommend \$175 flat fee which includes permit and plan review
28	Mobile Home Hook Up (includes sewer, water and electrical)	Each	\$ 50	\$ 161	31%	100%	\$ 161	
29	Permits for Existing Residential (R-3) Buildings (except swimming pools) Plan Review Fee	Remove	\$ 35	\$ -	0%		Remove	
30	Permits for Existing Residential (R-3) Buildings (except swimming pools) Building Permit Fee	Change Based on Table 1-A to Flat Fee	\$ -	\$ 394	0%	100%	\$ 394	
31	Habitable Room Additions Plan Review Fee	Each	\$ 100	\$ 199	50%	100%	\$ 199	Recommend charging minimum plan check fee of \$97 or if you round to \$100. Client recommends to waive the application fee.
32	Habitable Room Additions Permit Fee	Remove	\$ -	\$ -	0%		Remove	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

Ord	Service Name	Fee Description	Current		Annual Recovery %	Recommendations		Note
			Per Unit	Full Cost		Per Unit	Annual	
			Current Fee			Recovery Level	Recommended Fee	
33	Revisions to any of the above types of plans	Remove	\$ 35	\$ -	0%		Remove	
34	Table 1-C. Electrical Permit Fees							No add'l plan review fee assessed
35	Electrical Permit: Base Fee	Each Permit	\$ 36	\$ 55	66%	100%	\$ 55	Base line permit: this fee is to cover the bare minimum time for inspection and plan review. Base fee is in addition to other electrical fees shown below.
38	System Fee Schedule: Temporary Power Service	Each	\$ 35	\$ 34	103%	100%	\$ 34	
54	Busways: Trolley and plug-in type busways	Up to 200 feet or fraction thereof	\$ 15	\$ 109	14%	100%	\$ 109	
54.1	Busways: Trolley and plug-in type busways permit addition 200 ft or fraction thereof	Each additional 200 ft or fraction thereof	\$ 15	\$ 7	217%	100%	\$ 7	
55	Services: 600 volts or less and not over 400 amperes	Each	\$ 55	\$ 34	163%	100%	\$ 34	
56	Services: 600 volts and over 401 amperes to 1,000 amperes	Each	\$ 80	\$ 82	98%	100%	\$ 82	
57	Services: over 600 volts or over 1,000 amperes	Each	\$ 175	\$ 115	152%	100%	\$ 115	
58	Services: 400 amperes or larger, Plan Review Fee	Remove	\$ 100	\$ -	0%		Remove	
60	Table 1-D. Mechanical Permit Fees							No add'l plan review fee assessed
61	Mechanical Permit: Base Fee	Each Permit	\$ 36	\$ 55	66%	100%	\$ 55	Base line permit: this fee is to cover the bare minimum time for inspection and plan review. Base fee is in addition to other electrical fees shown below.
71	Boilers, Compressors and Absorption Systems: installation and relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h	Each	\$ 45	\$ 95	47%	100%	\$ 95	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current		Recommendations			
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
72	Boilers, Compressors and Absorption Systems: installation or relocation of each boiler or compressor over 30 horsepower, or each absorption system over 1,000,000 Btu/h	Each	\$ 65	\$ 129	50%	100%	\$ 129	
73	Boilers, Compressors and Absorption Systems: installation or relocation of each boiler or compressor over 50 horsepower, or each absorption system over 1,750,000 Btu/h	Remove and combine fee into fee 72	\$ 120	\$ -	0%		Remove and combine fee into fee 72	
77	Air Conditioning: Residential Single-Family (with or without ductwork)	Each	\$ 25	\$ 68	37%	100%	\$ 68	Recommend subsidizing (waiving) the application fee
78	Air Conditioning: Other Than Residential Single-Family (without duct work)	Each	\$ 70	\$ 62	114%	100%	\$ 62	
79	Air Conditioning: Other Than Residential Single-Family (with duct work)	Each	\$ 115	\$ 130	89%	100%	\$ 130	
86	Table 1-E. Plumbing Permit Fees							No add'l plan review fee assessed
87	Plumbing Permit: Base Fee	Each Permit	\$ 36	\$ 55	66%	100%	\$ 55	Base line permit: this fee is to cover the bare minimum time for inspection and plan review. Base fee is in addition to other
94	Interceptors: Industrial waste pretreatment interceptor	Each	\$ 30	\$ 75	40%	100%	\$ 75	
97	Water Heaters	Each	\$ 20	\$ 35	58%	100%	\$ 35	Recommend subsidizing (waiving) the application fee
97.5	Water, Sewer, Gas Piping System	New Flat Fee	\$ -	\$ 27	0%	100%	\$ 27	
107	Fire Permit Fees & Fire Plan Review Fees							
108	Fire Permit Fees: new, ground up construction	Recommend using modified Table 1F for fire protection.	\$ -	\$ -	0%	100%	\$ -	Recommend using modified Table 1F for fire protection.

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current			Recommendations		
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
109	Fire Plan Review Fees: new, ground up construction with no use of outside consultants	Change from 35% to 65% of the fire permit fee subject to a minimum of \$97	\$ -	\$ -	0%	100%	\$ -	Recommend to change plan review to 65% of fire permit fees with minimum of \$97 (fire verification with flat fees)
110	For modifications to existing fire protection systems, or installations of new systems in existing structures, with no use of outside consultants	Remove	\$ -	\$ -	0%		Remove	
111	If outside consultants are used for reviewing fire plans	Remove	\$ -	\$ -	0%		Remove	
112	Fire Plan Review: 3 or more reviews	Per hour for each additional review. In no case shall any plan review fee be less than \$100	\$ 100	\$ 87	116%	100%	\$ 100	
116	Table 1-F. Fire Miscellaneous Permit Fees							
117	Permit Issuance: Each of the following	Remove	\$ 100	\$ -	0%		Remove	Use new application processing fee
118	Automatic sprinkler systems -- New Installation: 1 to 10,000 square feet	Each	\$ 375	\$ 166	226%	100%	\$ 375	
119	Automatic sprinkler systems -- New Installation: 10,001 to 50,000 square feet	Each	\$ 450	\$ 231	195%	100%	\$ 450	
120	Automatic sprinkler systems -- New Installation: Each additional 50,000 square feet or fraction thereof	Each	\$ 450	\$ 101	446%	100%	\$ 450	
121	Automatic sprinkler systems -- New Installation in Existing Structure: Each story above or below	Each	\$ 200	\$ 87	231%	100%	\$ 200	
122	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 1 - 20 heads	Each	\$ 75	\$ 72	104%	100%	\$ 75	
123	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 21 - 50 heads	Each	\$ 100	\$ 94	107%	100%	\$ 100	
124	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 51 - 100 heads	Each	\$ 250	\$ 130	193%	100%	\$ 250	
125	Automatic sprinkler systems -- Modifications/Replacements to Existing System: 101 - 500 heads	Each	\$ 300	\$ 188	160%	100%	\$ 300	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current			Recommendations		
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
126	Automatic sprinkler systems -- Modifications/Replacements to Existing System: Each additional 100 heads or fraction thereof	Each	\$ 100	\$ 29	347%	100%	\$ 100	
127	Extinguishing Systems -- New Installation in Existing Structure: 1 - 5,000 square feet	Each	\$ 200	\$ 152	132%	100%	\$ 200	
128	Extinguishing Systems -- New Installation in Existing Structure: Each additional 5,000 square feet or fraction thereof	Each	\$ 50	\$ 43	116%	100%	\$ 50	
129	Automatic Hood Extinguishing Systems --: Each System	Remove and combine modifications into one flat fee	\$ 150	\$ -	0%		Remove and combine modifications into one flat fee	
129.1	Automatic Hood Extinguishing Systems	New Flat Fee	\$ -	\$ 173	0%	100%	\$ 173	
130	Automatic Hood Extinguishing Systems -- Modifications/Replacements to Existing Structure: Each System	Remove and combine modifications into one flat fee	\$ 75	\$ -	0%		Remove and combine modifications into one flat fee	
131	Fire Pumps	Per Pump	\$ 500	\$ 188	266%	100%	\$ 500	
132	Fire Pumps -- New Installation in Existing Structure: Each additional pump	Remove	\$ 300	\$ -	0%		Remove	
133	Modifications/Replacements to Existing System: Other than sprinkler or alarm	Each	\$ 100	\$ 188	53%	100%	\$ 100	
134	Standpipes -- For each four or fraction thereof	Remove and combined with fee #133	\$ 200	\$ -	0%		Remove and combined with fee #133	
135	Standpipes -- New Installation in Existing Structure: Each additional standpipe	Remove and combined with fee #133	\$ 25	\$ -	0%		Remove and combined with fee #133	
136	Standpipes -- Modifications/Replacements to Existing System: Each standpipe	Remove and combined with fee #133	\$ 50	\$ -	0%	100%	Remove and combined with fee #133	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current			Recommendations		
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
137	Fire Alarm System -- New Installations: 1 - 1,000 square feet	Each	\$ 225	\$ 130	173%	100%	\$ 225	
138	Fire Alarm System -- New Installations: 1,001 - 2,000 square feet	Each	\$ 300	\$ 159	189%	100%	\$ 300	
139	Fire Alarm System -- New Installations: 2,001 - 10,000 square feet	Each	\$ 450	\$ 195	231%	100%	\$ 450	
140	Fire Alarm System -- New Installations: 10,001 - 50,000 square feet	Each	\$ 500	\$ 289	173%	100%	\$ 500	
141	Fire Alarm System -- New Installations : Each additional 50,000 square feet or fraction thereof	Each	\$ 200	\$ 87	231%	100%	\$ 200	
142	Fire Alarm System -- New Installations: Each story above or below first story	Each	\$ 200	\$ 72	277%	100%	\$ 200	
143	Fire Alarm System -- New Installations: Area Detection throughout	50% increase of fee	\$ -	\$ -	0%	100%	\$ -	
144	Fire Alarm System -- Modifications/Replacements to Existing System: 1-5 devices	Each	\$ 100	\$ 43	231%	100%	\$ 100	
145	Fire Alarm System -- Modifications/Replacements to Existing System: more than 5 devices	Each	\$ 150	\$ 65	231%	100%	\$ 150	
145.5	Emergency responder radio coverage permit	New Flat Fee (a fee of \$150 in the past)	\$ 150	\$ 346	43%	100%	\$ 346	
146	Table 1-G Other Fees (Applicable to All Categories of Permits and Plan Reviews)							
147	Inspections outside of normal business hours (minimum charge - 4 hours, collected prior to conducting inspection(s))	Per hour	\$ 100	\$ 140	71%	100%	\$ 140	This is an OT rate. Fee shown at 1 hr but the minimum would be 4 hrs. \$140* 4 hrs = \$560 full cost vs current at \$400
148	Re-inspection fees (Minimum charge -- 1 hour)	Per hour	\$ 100	\$ 83	120%	100%	\$ 83	
149	Inspections for which no fee is specifically indicated (minimum charge 1-hour)	Per hour	\$ 100	\$ 83	120%	100%	\$ 83	
149.1	Administrative services for which no fee is specifically indicated (minimum charge 1-hour)	Per hour	\$ 100	\$ 108	93%	100%	\$ 108	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

			Current			Recommendations		
			Per Unit		Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	Note
150	Additional review required by changes, additions, or lost plans or plan review comment sheets (minimum charge-1 hour)	Per hour	\$ 100	\$ 80	125%	100%	\$ 80	
151	For use of outside consultants for plan review and/or inspections	actual cost including all consultant's fees in addition to \$108 per hour with a minimum of 1 hr. or normal plan review fees, whichever is greater.	\$ -	\$ -	0%		actual cost plus \$108 per hour	
152	Site plan review (or revision) for residential standard plan submittals	Remove	\$ 50	\$ -	0%		Remove	
153	Review of deferred submittals (Submitted after initial plan review	Per submittal	\$ 175	\$ 160	109%	100%	\$ 160	
154	Certificate of Occupancy permit (except R-3 single-family accessory uses): Each building or "shell"	Remove	\$ 50	\$ -	0%		Remove	
155	Certificate of Occupancy permit (except R-3 single-family accessory uses): Each additional non-residential tenant improvement	Remove	\$ 25	\$ -	0%		Remove	
156	Certificate of Occupancy permit: R-3 single-family	Remove	\$ 25	\$ -	0%		Remove	
156.1	Temporary Certificate of Occupancy Permit - Non Residential	New Fee: fee is assessed for initial TCO requested per project for 45 days, and a renewal fee of 5% of original permit cost, with a minimum of \$200	\$ -	\$ 371	0%	100%	\$ 500	New Fee: fee is assessed for initial TCO requested per project for 45 days, and a renewal fee of 5% of original permit cost, with a minimum of \$200. Recommend to subsidize (waive) application fee.
157	Temporary, partial or conditional Certificate of Occupancy permit (except R-3 single-family accessory uses): Each building or "shell"	Remove and use new TCO fee	\$ 50	\$ -	0%		Remove and use new TCO fee	

User Fee Study Summary Sheet

City of Goodyear
Building (Development Services)
FY2021 Budget

Ord	Service Name	Fee Description	Current			Recommendations		Note
			Per Unit		Annual	Per Unit	Annual	
			Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee	
158	Temporary, partial or conditional Certificate of Occupancy permit (except R-3 single-family accessory uses): Each additional non-residential tenant improvement	Remove and use new TCO fee	\$ 25	\$ -	0%			Remove and use new TCO fee
159	Temporary, partial or conditional Certificate of Occupancy permit: R-3 single-family	Remove	\$ 25	\$ -	0%			Remove
160	Replication of plans (when legally authorized)	Remove	\$ -	\$ -	0%			Remove
161	Replication of plans (when legally authorized)	Remove	\$ 100	\$ -	0%			Remove
162	Expedited plan review of project	Double plan review fee	\$ -	\$ -	0%	100%		Double Plan Review Fee
163	Preliminary fee for Standard Residential Plans (due at submittal)	Remove	\$ 500	\$ -	0%			Remove
164	Written response to requests for building code or Building Safety Division policy issues	Remove	\$ 50	\$ -	0%			Remove
165	Stamping of additional approved plans (after the two initially submitted sets)	Remove	\$ 50	\$ -	0%			Remove
166	Any submittals that require three (3) or more reviews (minimum one hour charge per additional review)	Remove: same as fee 9.1	\$ 100	\$ -	0%			Remove: same as fee 9.1
170	Solar Photovoltaic System Permits - Residential	Change to Flat Fee	\$ 35	\$ 83	42%	100%	\$ 83	Recommend to change to flat rate of 1 hour plan review, subsidize (waive) application fee
171	Solar Photovoltaic System Permits - Non Residential	Change per inverter to 15% of contract cost	\$ 35	\$ -	0%	100%	15% of contract cost	Recommend to change to 15% of contract cost, subsidize (waive) application fee

User Fee Study Summary Sheet

City of Goodyear

Building (Development Services)

FY2021 Budget

			Current		Recommendations		Note
			Per Unit	Annual	Per Unit	Annual	
Ord	Service Name	Fee Description	Current Fee	Full Cost	Current Recovery %	Recovery Level	Recommended Fee

PLANNING

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments
0.5	Application Processing Fee	New Fee	593	\$ -	\$ 75	0%	\$ 44,537	\$ -	\$ 44,537	100%	\$ 102	\$ 60,486	\$ 60,486	\$ (15,949)	Charged unless otherwise indicated below
1	Address Change/Request	Remove	-	\$ 480	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
2	Address Request Application	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
3	Administrative Waiver (PAD Standards)	Remove	-	\$ 480	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
3.1	Annexation / Deannexation initial fee	New Fee	-	\$ -	\$ 3,672	0%	\$ -	\$ -	\$ -	100%	\$ 3,672	\$ -	\$ -	\$ -	Paid at application in addition to the application processing fee to get them to City Council for all annexations with the exception of ROW.
4	Annexation/Deannexation (one-half fee if submitted with Rezone) Petition - (to be paid after Council authorization)	Change Base Fee to Flat Fee plus noticing costs	1	\$ 3,500	\$ 6,410	55%	\$ 6,410	\$ 3,500	\$ 2,910	100%	\$ 6,410	\$ 6,410	\$ 2,910	\$ -	Footnote 1; Only paid when City Council authorizes moving forward for all annexations with the exception of ROW
5	Annexation/Deannexation (one-half fee if submitted with Rezone) Petition - Plus per parcel fee	Remove	63	\$ 30	\$ -	0%	\$ -	\$ 1,890	\$ (1,890)		Remove				Recommend to remove from schedule
5.5	Annexation - Right of Way	New fee	-	\$ -	\$ 5,978	0%	\$ -	\$ -	\$ -	100%	\$ 5,978	\$ -	\$ -	\$ -	ROW only, total fees
6	Appeal to Board of Adjustment (BOA) of Staff Decision	Remove	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
6.9	Appeal	Flat Fee	1	\$ 500	\$ 7,006	7%	\$ 7,006	\$ -	\$ 7,006	7%	\$ 500	\$ -	\$ -	\$ 7,006	client recommends subsidize to \$500 with no application fee
7	Appeal to City Council (CC) of Design Guidelines Appeals Board (DGAB) Decision	Remove	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
8	Appeal to CC of Staff Decision on a Minor Land Division	Remove	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
9	Appeal to the CC of Planning & Zoning Commission (PZC) Decision	Remove	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
10	Appeal to DGAB of Development Policy Committee (DPC) Decision	Remove	-	\$ 500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule
10.9	Zoning Permit	New Flat Fee	10	\$ -	\$ 279	0%	\$ 2,791	\$ -	\$ 2,791	90%	\$ 250	\$ 2,500	\$ 2,500	\$ 291	Recommend subsidizing to \$250, with no application fee (Current applications range from \$100 - \$265)

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
11	Assisted Living Home Zoning Clearance Application	Remove	-	\$ 265	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
12	Business Zoning Clearance Zoning Permit Application	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
13	Commercial Pad Site Plan/Design Review Application	Remove	-	\$ 2,300	\$ -	0%	\$ -	\$ 71,300	\$ (71,300)		Remove				Recommend to remove from schedule	
14	Commercial Pad Site Plan/Design Review Application (3rd and subsequent reviews)	Remove	-	\$ 530	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
14.1	Commercial / Industrial Design Review	New Flat Fee	4	\$ -	\$ 451	0%	\$ 1,804	\$ -	\$ 1,804	100%	\$ 451	\$ 1,804	\$ 1,804	\$ -		
15	Comprehensive Sign Package - Administrative Approval	Each	-	\$ 1,750	\$ 1,888	93%	\$ -	\$ -	\$ -	100%	\$ 1,888	\$ -	\$ -	\$ -		
16	Comprehensive Sign Package - Amendment of Administrative Approval	Each	2	\$ 875	\$ 1,459	60%	\$ 2,918	\$ 1,750	\$ 1,168	60%	\$ 875	\$ 1,750	\$ -	\$ 1,168	Recommend subsidizing to \$875 with no application fee	
17	Comprehensive Sign Package - PZC and CC Approval	Each	2	\$ 2,750	\$ 4,080	67%	\$ 8,161	\$ 5,500	\$ 2,661	100%	\$ 4,080	\$ 8,161	\$ 2,661	\$ -		
18	Comprehensive Sign Package - Amendment of PZC and CC Approval	Each	2	\$ 1,500	\$ 3,460	43%	\$ 6,920	\$ 3,000	\$ 3,920	100%	\$ 3,460	\$ 6,920	\$ 3,920	\$ -		
19	Continuance of Agenda Item (PZC,CC,DGAB, or BOA) - Applicant Initiated	Remove	-	\$ 250	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
20	Design Guidelines for Non-Residential Development	Remove	1	\$ 1,500	\$ -	0%	\$ -	\$ 1,500	\$ (1,500)		Remove				Recommend to remove from schedule	
21	Design Review - Non-Residential Building (submitted separately from site plan) / Commercial/Industrial Alterations Design	Remove	1	\$ 1,250	\$ -	0%	\$ -	\$ 1,250	\$ (1,250)		Remove				Recommend to remove from schedule	
22	Residential Design Review	Flat Fee	7	\$ 2,500	\$ 1,052	238%	\$ 7,365	\$ 17,500	\$ (10,135)	100%	\$ 1,052	\$ 7,365	\$ (10,135)	\$ -	Footnote 4	
23	Residential Design Review - Amendment	Flat Fee	2	\$ 200	\$ 193	103%	\$ 386	\$ 400	\$ (14)	100%	\$ 193	\$ 386	\$ (14)	\$ -		
24	Design Review Amendment Residential - Major	Remove	6	\$ 1,250	\$ -	0%	\$ -	\$ 7,500	\$ (7,500)		Remove				Recommend to remove from schedule	
25	Development Agreement - Major	Flat Fee	2	\$ 8,000	\$ 18,127	44%	\$ 36,255	\$ 16,000	\$ 20,255	100%	\$ 18,127	\$ 36,255	\$ 20,255	\$ -		
26	Development Agreement - Minor	Flat Fee	3	\$ 3,500	\$ 6,207	56%	\$ 18,621	\$ 7,000	\$ 11,621	100%	\$ 6,207	\$ 12,414	\$ 5,414	\$ 6,207		
26.1	Development Agreement - Standard	New Flat Fee	-	\$ -	\$ 1,579	0%	\$ -	\$ -	\$ -	100%	\$ 1,579	\$ -	\$ -	\$ -		
27	Escrow Account Setup	Remove	-	\$ 165	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
28	Final Subdivision Plat Application	Move to Engineering Schedule	28	\$ 600	\$ -	0%	\$ -	\$ 16,800	\$ (16,800)	100%	\$ -	\$ -	\$ (16,800)	\$ -		
29	Final Subdivision Plat Application	Move to Engineering Schedule	1,748	\$ 20	\$ -	0%	\$ -	\$ 34,960	\$ (34,960)	100%	\$ -	\$ -	\$ (34,960)	\$ -		
29.1	General Plan Amendment - Major Flat fee	New: Flat Fee Plus Noticing Costs	1	\$ -	\$ 9,197	0%	\$ 9,197	\$ -	\$ 9,197	100%	\$ 9,197	\$ 9,197	\$ 9,197	\$ -	Footnote 1; In addition to application fee and actual cost for notifications	
29.3	General Plan Amendment - Minor:	New: Flat Fee Plus Noticing Costs	-	\$ -	\$ 7,503	0%	\$ -	\$ -	\$ -	100%	\$ 7,503	\$ -	\$ -	\$ -	Footnote 1; In addition to application fee and actual cost for notifications	
30	General Plan Amendment - Major - Residential base	Remove	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
31	General Plan Amendment - Major - Residential plus per unit	Remove	-	\$ 30	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
32	General Plan Amendment - Major - Non-Residential base	Remove	1	\$ 2,500	\$ -	0%	\$ -	\$ 2,500	\$ (2,500)		Remove				Recommend to remove from schedule	
33	General Plan Amendment - Major - Non-Residential plus per unit	Remove	240	\$ 50	\$ -	0%	\$ -	\$ 12,000	\$ (12,000)		Remove				Recommend to remove from schedule	
34	General Plan Amendment - Minor - Residential base	Remove	-	\$ 2,000	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
35	General Plan Amendment - Minor - Residential plus per unit	Remove	-	\$ 45	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
36	General Plan Amendment - Minor - Non-Residential base	Remove	-	\$ 2,000	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
37	General Plan Amendment - Minor - Non-Residential plus per unit	Remove	-	\$ 90	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
38	General Plan Amendment - Text	Remove	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
39	Map of Dedication (MOD)	Move to Engineering Schedule	4	\$ 2,300	\$ -	0%	\$ -	\$ 9,200	\$ (9,200)	100%	\$ -	\$ -	\$ (9,200)	\$ -	Move to Engineering schedule	
40	Medical Marijuana Zoning Permit Application	Remove	-	\$ 165	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
41	Minor Land Division - Residential	Move to Engineering Schedule	5	\$ 700	\$ -	0%	\$ -	\$ 2,100	\$ (2,100)	100%	\$ -	\$ -	\$ (2,100)	\$ -	Move to Engineering schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
42	Minor Land Division - Non-Residential	Move to Engineering Schedule	14	\$ 1,600	\$ -	0%	\$ -	\$ 12,800	\$ (12,800)	100%	\$ -	\$ -	\$ (12,800)	\$ -	Move to Engineering schedule	
43	Model Home Complex Review	Flat Fee	12	\$ 550	\$ 537	102%	\$ 6,442	\$ 6,600	\$ (158)	100%	\$ 537	\$ 6,442	\$ (158)	\$ -		
44	Outdoor Retail Sales Zoning Permit	Remove	-	\$ 65	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
45	Planned Area Development Zoning District - Residential base	Remove	1	\$ 1,500	\$ -	0%	\$ -	\$ 1,500	\$ (1,500)	Remove			\$ (1,500)		Recommend to remove from schedule	
46	Planned Area Development Zoning District - Residential plus per unit	Remove	28	\$ 25	\$ -	0%	\$ -	\$ 700	\$ (700)	Remove			\$ (700)		Recommend to remove from schedule	
47	Planned Area Development Zoning District - Non-Residential base	Remove	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
48	Planned Area Development Zoning District - Non-Residential plus per unit	Remove	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
49	Planned Area Development Zoning Overlay - Residential base	Remove	-	\$ 1,500	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
50	Planned Area Development Zoning Overlay - Residential per unit	Remove	-	\$ 20	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
51	Planned Area Development Zoning Overlay - Non-Residential base	Remove	-	\$ 2,000	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
52	Planned Area Development Zoning Overlay - Non-Residential per unit	Remove	-	\$ 45	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
53	Planned Area Development - Final Development Plan - Residential base	Remove	-	\$ 1,250	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
54	Planned Area Development - Final Development Plan - Residential per unit	Remove	-	\$ 15	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
55	Planned Area Development - Final Development Plan - Non-Residential base	Remove	2	\$ 1,250	\$ -	0%	\$ -	\$ 2,500	\$ (2,500)	Remove			\$ (2,500)		Recommend to remove from schedule	
56	Planned Area Development - Final Development Plan - Non-Residential per unit	Remove	125	\$ 45	\$ -	0%	\$ -	\$ 5,625	\$ (5,625)	Remove			\$ (5,625)		Recommend to remove from schedule	
57	Portable Storage Container/Donation Drop off Box Zoning Permit Application	Remove	-	\$ 65	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
58	Pre-Application and Due Diligence Meeting Information & Form (Planning and Zoning)	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	Remove					Recommend to remove from schedule	
59	Preliminary Subdivision Plat Application (Base+\$ per lot)	Remove and replace with new structure	15	\$ 1,000	\$ -	0%	\$ -	\$ 15,000	\$ (15,000)	Remove and replace with new structure			\$ (15,000)		Recommend to remove from schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
60	Preliminary Subdivision Plat Application (Base+\$ per lot)	Remove	1,747	\$ 20	\$ -	0%	\$ -	\$ 34,940	\$ (34,940)		Remove		\$ (34,940)		Recommend to remove from schedule	
60.4	Preliminary Subdivision Plat Application 10 or fewer lots: Planning & Zoning Commission and City Council Approval	New Flat Fee	-	\$ -	\$ 6,100	0%	\$ -	\$ -	\$ -	116%	\$ 7,089	\$ -	\$ -	\$ -	Footnote 6; Recommend \$7,089	
60.5	Preliminary Subdivision Plat Application 11 - 200 lots: Planning & Zoning Commission and City Council Approval	New Flat Fee	14	\$ -	\$ 7,502	0%	\$ 105,033	\$ -	\$ 105,033	112%	\$ 8,428	\$ 117,992	\$ 117,992	\$ (12,959)	Recommend \$8,428	
60.6	Preliminary Subdivision Plat Application 201+ lots: Planning & Zoning Commission and City Council Approval	New Flat Fee	3	\$ -	\$ 8,317	0%	\$ 24,951	\$ -	\$ 24,951	112%	\$ 9,336	\$ 28,008	\$ 28,008	\$ (3,057)	Recommend \$9,336	
61	Time Extension	Flat Fee	4	\$ 375	\$ 507	74%	\$ 2,026	\$ 1,500	\$ 526	100%	\$ 507	\$ 2,026	\$ 526	\$ -	Recommend subsidize (waive) application fee	
61.1	Time Extension: Council	New Flat Fee	-	\$ 375	\$ 1,903	20%	\$ -	\$ -	\$ -	100%	\$ 1,903	\$ -	\$ -	\$ -		
62	Rezoning Request - Standard District	Change base -> flat fee plus noticing costs	12	\$ 2,000	\$ 7,471	27%	\$ 89,652	\$ 24,000	\$ 65,652	100%	\$ 7,471	\$ 89,652	\$ 65,652	\$ -	Footnotes 1 and 2; In addition to application fee, actual cost for notifications, and PAD when applicable (65.1 and 65.2)	
63	Rezoning Request - Standard District - Residential per unit	Remove	516	\$ 40	\$ -	0%	\$ -	\$ 20,640	\$ (20,640)		Remove		\$ (20,640)		Recommend to remove from schedule	
64	Rezoning Request - Standard District - Non-Residential base	Remove	5	\$ 2,000	\$ -	0%	\$ -	\$ 10,000	\$ (10,000)		Remove		\$ (10,000)		Recommend to remove from schedule	
65	Rezoning Request - Standard District - Non-Residential per unit	Remove	277	\$ 60	\$ -	0%	\$ -	\$ 16,620	\$ (16,620)		Remove		\$ (16,620)		Recommend to remove from schedule	
65.1	Rezoning Request - Major PAD (new fee to be paid up front)	New Flat Fee (to be paid in addition to standard district fee)	1	\$ -	\$ 5,073	0%	\$ 5,073	\$ -	\$ 5,073	100%	\$ 5,073	\$ 5,073	\$ 5,073	\$ -		
65.2	Rezoning Request - Minor PAD (new fee to be paid up front)	New Flat Fee (to be paid in addition to standard district fee)	10	\$ -	\$ 2,904	0%	\$ 29,038	\$ -	\$ 29,038	100%	\$ 2,904	\$ 29,038	\$ 29,038	\$ -		
66	Amendment to Rezoning, PAD Zoning District, PAD Zoning Overlay or Special Use (includes time extension, modification of stipulation, etc.) - Residential base	Remove	4	\$ 1,000	\$ -	0%	\$ -	\$ 4,000	\$ (4,000)		Remove		\$ (4,000)		Recommend to remove from schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
67	Amendment to Rezoning, PAD Zoning District, PAD Zoning Overlay or Special Use (includes time extension, modification of stipulation, etc.) - Residential per unit	Remove	492	\$ 15	\$ -	0%	\$ -	\$ 7,380	\$ (7,380)		Remove		\$ (7,380)		Recommend to remove from schedule	
68	Amendment to Rezoning, PAD Zoning District, PAD Zoning Overlay or Special Use (includes time extension, modification of stipulation, etc.) - Non-Residential base	Remove	2	\$ 1,000	\$ -	0%	\$ -	\$ 2,000	\$ (2,000)		Remove		\$ (2,000)		Recommend to remove from schedule	
69	Amendment to Rezoning, PAD Zoning District, PAD Zoning Overlay or Special Use (includes time extension, modification of stipulation, etc.) - Non-Residential per unit	Remove	112	\$ 35	\$ -	0%	\$ -	\$ 3,920	\$ (3,920)		Remove		\$ (3,920)		Recommend to remove from schedule	
69.1	Site Plan Review Major	New Flat Fee	6	\$ -	\$ 5,825	0%	\$ 34,952	\$ -	\$ 34,952	100%	\$ 5,825	\$ 34,952	\$ 34,952	\$ -		
69.2	Site Plan Review Minor	New Flat Fee	28	\$ -	\$ 3,904	0%	\$ 109,302	\$ -	\$ 109,302	100%	\$ 3,904	\$ 109,302	\$ 109,302	\$ -		
70	Site Plan Review - Commercial Pad Site	Remove	-	\$ 2,300	\$ -	0%	\$ -	\$ -	\$ -		Remove		\$ -		Recommend to remove from schedule	
71	Site Plan Review - Residential (includes two reviews) base	Remove	1	\$ 2,000	\$ -	0%	\$ -	\$ 2,000	\$ (2,000)		Remove		\$ (2,000)		Recommend to remove from schedule	
72	Site Plan Review - Residential (includes two reviews) plus	Remove	9	\$ 25	\$ -	0%	\$ -	\$ 225	\$ (225)		Remove		\$ (225)		Recommend to remove from schedule	
73	Site Plan Review - Non-Residential (includes two reviews) base	Remove	37	\$ 2,250	\$ -	0%	\$ -	\$ 82,125	\$ (82,125)		Remove		\$ (82,125)		Recommend to remove from schedule	
74	Site Plan Review - Non-Residential (includes two reviews) plus per unit	Remove	838	\$ 45	\$ -	0%	\$ -	\$ 37,710	\$ (37,710)		Remove		\$ (37,710)		Recommend to remove from schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
75	Site Plan - Amendment - Residential base	Remove	1	\$ 325	\$ -	0%	\$ -	\$ 325	\$ (325)		Remove		\$ (325)		Recommend to remove from schedule	
76	Site Plan - Amendment - Residential per unit	Remove	9	\$ 75	\$ -	0%	\$ -	\$ 675	\$ (675)		Remove		\$ (675)		Recommend to remove from schedule	
77	Site Plan - Amendment - base fee	Change Base + unit to Flat Fee	6	\$ 325	\$ 3,692	9%	\$ 22,150	\$ 1,950	\$ 20,200	100%	\$ 3,692	\$ 22,150	\$ 20,200	\$ -		
78	Site Plan - Amendment - Non-Residential per unit		Remove	175	\$ 70	\$ -	0%	\$ -	\$ 12,250	\$ (12,250)		Remove		\$ (12,250)		Recommend to remove from schedule
79	Site Plan Approval - Time Extension	Remove	3	\$ 375	\$ -	0%	\$ -	\$ 1,125	\$ (1,125)		Remove		\$ (1,125)		Recommend to remove from schedule	
80	Site Plan Review (3rd review and each subsequent review)	Remove	19	\$ 530	\$ -	0%	\$ -	\$ 10,070	\$ (10,070)		Remove		\$ (10,070)		Recommend to remove from schedule	
81	Site Plan Review Involving PZC or CC Approval - Residential or Non-Residential base	Remove	6	\$ 3,500	\$ -	0%	\$ -	\$ 21,000	\$ (21,000)		Remove		\$ (21,000)		Recommend to remove from schedule	
82	Site Plan Review Involving PZC or CC Approval - Residential or Non-Residential per unit	Remove	28	\$ 45	\$ -	0%	\$ -	\$ 1,260	\$ (1,260)		Remove		\$ (1,260)		Recommend to remove from schedule	
83	Special Use Application (one-half fee if submitted with Rezone) per unit	Remove	2	\$ 2,000	\$ -	0%	\$ -	\$ 4,000	\$ (4,000)		Remove		\$ (4,000)		Recommend to remove from schedule	
83.1	Special Use Application (one-half fee if submitted with Rezone) per unit: Commission Approved alternative	New Flat Fee in addition to application and notification fees	2	\$ -	\$ 6,027	0%	\$ 12,055	\$ -	\$ 12,055	100%	\$ 6,027	\$ 12,055	\$ 12,055	\$ -		
84	Special Use Application (one-half fee if submitted with Rezone) per unit		Remove	5	\$ 60	\$ -	0%	\$ -	\$ 300	\$ (300)		Remove		\$ (300)		Recommend to remove from schedule
85	Street Naming Application	Remove	-	\$ 4,000	\$ -	0%	\$ -	\$ -	\$ -		Remove		\$ -		Recommend to remove from schedule	
86	Street/ROW Abandonment or Vacation	Move to Engineering Schedule	4	\$ 2,300	\$ -	0%	\$ -	\$ 9,200	\$ (9,200)	100%	\$ -	\$ -	\$ (9,200)	\$ -		
87	Temporary Sign Permit	Flat Fee	59	\$ 35	\$ 43	82%	\$ 2,534	\$ 2,065	\$ 469	100%	\$ 43	\$ 2,534	\$ 469	\$ -	Permit required but recommend to subsidize (waive) permit fee and application fee	
88	Temporary Sign Requiring a Permit - Rigid Signs for Real Estate, Future Development & Construction Sites	Remove	4	\$ 60	\$ -	0%	\$ -	\$ 240	\$ (240)		Remove		\$ (240)		Recommend to remove from schedule	

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
	Use Permit -(one-half fee if submitted with 89 Rezone)	Remove base fee + unit	2	\$ 1,500	\$ -	0%	\$ -	\$ 3,000	\$ (3,000)		Remove base fee + unit		\$ (3,000)		Recommend to remove from schedule	
	Use Permit -(one-half fee if submitted with 89.1 Approved alternative	New Flat Fee in addition to application and notification fees	3	\$ -	\$ 6,368	0%	\$ 19,103	\$ -	\$ 19,103	112%	\$ 7,125	\$ 21,375	\$ 21,375	\$ (2,272)		
	Use Permit - Residential (one-half fee if 90 submitted with Rezone) per unit	Remove	6	\$ 20	\$ -	0%	\$ -	\$ 120	\$ (120)		Remove		\$ (120)		Recommend to remove from schedule	
	Use Permit - (one-half fee if submitted with 91 Rezone)	Remove	6	\$ 3,000	\$ -	0%	\$ -	\$ 12,000	\$ (12,000)		Remove		\$ (12,000)		Recommend to remove from schedule	
	Use Permit - Non-Residential (one-half fee if 92 submitted with Rezone) per unit	Remove	16	\$ 50	\$ -	0%	\$ -	\$ 800	\$ (800)		Remove		\$ (800)		Recommend to remove from schedule	
															Subsidize (waive) application fee. Recommend \$500 fee, but notification fees apply for GY residents on their residential property	
	93 Zoning Variance - Non-Residential	Flat Fee plus noticing costs	-	\$ 500	\$ 6,522	8%	\$ -	\$ -	\$ -	8%	\$ 500	\$ -	\$ -	\$ -		
	94 Zoning Variance - Residential	Flat Fee plus noticing costs	-	\$ 500	\$ 6,522	8%	\$ -	\$ -	\$ -	100%	\$ 6,522	\$ -	\$ -	\$ -	All other variance req, with application fee and notification fees in addition	
	95 Zoning Clearance Letter/Form Request	Remove	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
	96 Zoning or General Plan Land Use Verification Letter	Flat Fee	36	\$ 165	\$ 236	70%	\$ 8,503	\$ 5,940	\$ 2,563	100%	\$ 236	\$ 8,503	\$ 2,563	\$ -	Subsidize (waive)application fee	
	97 Zoning Ordinance Text Amendment	Remove	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -	100%	Remove				Recommend to remove from schedule	
	98 Zoning Ordinance Written Interpretation	Flat Fee	2	\$ 700	\$ 1,218	57%	\$ 2,436	\$ 1,400	\$ 1,036	100%	\$ 1,218	\$ 2,436	\$ 1,036	\$ -		
	99 Zoning Permit (includes Temporary Uses)	Remove	24	\$ 65	\$ -	0%	\$ -	\$ 1,495	\$ (1,495)		Remove		\$ (1,495)		Recommend to remove from schedule	
	100 Zoning Application Penalty (twice the applicable application fee for after the fact applications)	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -		Remove				Recommend to remove from schedule	
	103 Noticing	New: Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -		

User Fee Study Summary Sheet

City of Goodyear
Planning & Zoning (Development
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnote/Comments	
		New: Actual Cost but list on Engineering model														
133	Recordation Fee		-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -	Move fee to Engineering	
133.1	Planner - Per hour (minimum 1 hour)	New: Per hour	-	\$ -	\$ 86	0%	\$ -	\$ -	\$ -	100%	\$ 86	\$ -	\$ -	\$ -		
Total User Fees							\$625,618	\$596,650	\$28,968			\$645,184	\$146,474	-\$19,566		
% of Full Cost								95%	5%			103%	25%	-3%		

Footnotes

- 1 An additional charge for noticing will be charged at actual cost.
- 2 This fee is considered the standard. An additional fee will be added if it is a major or minor PAD.
- 3 Policy discussion: If they would like to introduce a discount for multiple applications since some of the tasks would be redundant?
- 4 Fee #22 - they did do an update on their guidelines and now the fee represents one review rather than two or three reviews.
- 5 Cross support provided to engineering fees are not included in the revenue below.
- 6 Council gave their permission to waive this fee.

ENGINEERING

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments	
0.1	Application Processing Fee	New: Per Application (Permit)	731	\$ 50	\$ 102	49%	\$ 74,594	\$ 36,550	\$ 38,044	100%	\$ 102	\$ 74,594	\$ 38,044	\$ -		
0.2	Recordation Fee	New: Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -		
1	Master Report Review - base fee	Change Each -> Base Fee Plus Hourly Rate	5	\$ 360	\$ 1,477	24%	\$ 7,387	\$ 1,800	\$ 5,587	100%	\$ 1,477	\$ 7,387	\$ 5,587	\$ -		
1.1	Master Report Review - plus hourly	Plus Hourly Rate	-	\$ -	\$ 111	0%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
2	Master Report Review - Amendment - base fee	Change Each -> Base Fee Plus Hourly Rate	-	\$ 360	\$ 369	98%	\$ -	\$ -	\$ -	100%	\$ 369	\$ -	\$ -	\$ -		
2.1	Master Report Review - Amendment - plus hourly	Plus Hourly Rate	-	\$ -	\$ 111	0%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
3	CLOMR/LOMR/FEMA Study - base fee	New: Base Fee Plus Hourly Rate	16	\$ -	\$ 2,994	0%	\$ 47,906	\$ -	\$ 47,906	100%	\$ 2,994	\$ 47,906	\$ 47,906	\$ -		
3.1	CLOMR/LOMR/FEMA Study - plus hourly	Plus Hourly Rate	-	\$ -	\$ 180	0%	\$ -	\$ -	\$ -	100%	\$ 180	\$ -	\$ -	\$ -		
4	Drainage Report - base fee	Change Each -> Base Fee Plus Hourly Rate	1	\$ 360	\$ 443	81%	\$ 443	\$ 360	\$ 83	100%	\$ 443	\$ 443	\$ 83	\$ -		
4.1	Drainage Report - plus hourly	Plus Hourly Rate	-	\$ -	\$ 111	0%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
5	SWPPP Narrative Report - base fee	Change Each -> Base Fee Plus Hourly Rate	-	\$ 360	\$ 111	325%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
5.1	SWPPP Narrative Report - plus hourly	Plus Hourly Rate	-	\$ -	\$ 111	0%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
6	Traffic Report - base fee	New: Base Fee Plus Hourly Rate	2	\$ -	\$ 370	0%	\$ 739	\$ -	\$ 739	100%	\$ 370	\$ 739	\$ 739	\$ -		
6.1	Traffic Report - plus hourly	Plus Hourly Rate	-	\$ -	\$ 129	0%	\$ -	\$ -	\$ -	100%	\$ 129	\$ -	\$ -	\$ -		
7	Utility Design Report - base fee	Change each -> base plus hourly rate	-	\$ 360	\$ 369	97%	\$ -	\$ -	\$ -	100%	\$ 369	\$ -	\$ -	\$ -		
7.1	Utility Design Report - plus hourly	Plus Hourly Rate	-	\$ -	\$ 111	0%	\$ -	\$ -	\$ -	100%	\$ 111	\$ -	\$ -	\$ -		
8	Engineering Plan Review - Time Extension	Remove per sheet fee & use new reinstatement and reapproval of plan set	4	\$ 150	\$ -	0%	\$ -	\$ 600	\$ (600)	100%	Remove per sheet fee & use new reinstatement and reapproval of plan set		\$ (600)			

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current							Recommendations						
				Per Unit			Annual				Per Unit		Annual				Footnotes / Comments
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy			
		Engineering Permit Reinstatement with repayment of original permit fee paid, plus hourly rate if re-approval of plan set is required, at the discretion of the City Engineer.	1	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -			
8.1	Engineering Permit Reinstatement																
8.2	Re-approval of Plan Set	Per plan set	-	\$ -	\$ 333	0%	\$ -	\$ -	\$ -	100%	\$ 333	\$ -	\$ -	\$ -			
9	Engineering Improvement Plan - Amendment	Per Sheet	142	\$ 300	\$ 251	119%	\$ 35,531	\$ 42,450	\$ (6,919)	100%	\$ 251	\$ 35,531	\$ (6,919)	\$ -			
10	Grading and Drainage Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
11	Irrigation Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
12	Landscape Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
13	Paving Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
14	Sewer Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
15	Signing & Striping Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
16	Storm Drainage Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
17	Street Lighting Plan	Per Sheet	277	\$ 300	\$ 437	69%	\$ 121,011	\$ 83,100	\$ 37,911	100%	\$ 437	\$ 121,011	\$ 37,911	\$ -			
18	SWPPP Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
19	Traffic Signal Plan	Per Sheet	25	\$ 300	\$ 683	44%	\$ 16,738	\$ 7,350	\$ 9,388	100%	\$ 683	\$ 16,738	\$ 9,388	\$ -			
20	Water Plan	Per Sheet	277	\$ 300	\$ 338	89%	\$ 93,718	\$ 83,100	\$ 10,618	100%	\$ 338	\$ 93,718	\$ 10,618	\$ -			
21	Private Sewer Plan Review (Liberty)	New: Per Sheet	277	\$ -	\$ 193	0%	\$ 53,553	\$ -	\$ 53,553	100%	\$ 193	\$ 53,553	\$ 53,553	\$ -			
23	Private Water Plan Review (Liberty/Epcor)	New: Per Sheet	277	\$ -	\$ 193	0%	\$ 53,553	\$ -	\$ 53,553	100%	\$ 193	\$ 53,553	\$ 53,553	\$ -			
25	Assign / Change	New: Per address including suite, bldg, unit, or lot	-	\$ -	\$ 35	0%	\$ -	\$ -	\$ -	29%	\$ 10	\$ -	\$ -	\$ -			
27	Dry Utility Plan - Excavation	Per Sheet	247	\$ 150	\$ 145	103%	\$ 35,743	\$ 36,975	\$ (1,233)	100%	\$ 145	\$ 35,743	\$ (1,233)	\$ -			
28	Dry Utility Plan - No Excavation	Per Sheet	247	\$ -	\$ 73	0%	\$ 17,871	\$ -	\$ 17,871	100%	\$ 73	\$ 17,871	\$ 17,871	\$ -			
29	Utility Service Drop - Plan Review	Per Sheet	247	\$ 72	\$ 73	99%	\$ 17,871	\$ 17,748	\$ 123	100%	\$ 73	\$ 17,871	\$ 123	\$ -			

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments	
30	Underground Storage	New: Per LF	-	\$ -	\$ 0.73	0%	\$ -	\$ -	\$ -	100%	\$ 0.73	\$ -	\$ -	\$ -		
31	Miscellaneous Engineering Review	New: Per Hour	31	\$ -	\$ 145	0%	\$ 4,495	\$ -	\$ 4,495	100%	\$ 145	\$ 4,495	\$ 4,495	\$ -		
32	Plan Review 3rd and Subsequent Submittals	Per Sheet	1,258	\$ 150	\$ 145	103%	\$ 182,410	\$ 188,700	\$ (6,290)	100%	\$ 145	\$ 182,410	\$ (6,290)	\$ -		
34	Plan Review Hourly Rate (Misc. Items)	New: Per Hour	-	\$ -	\$ 145	0%	\$ -	\$ -	\$ -	100%	\$ 145	\$ -	\$ -	\$ -		
35	Master Study Amendment Fee (Consulting Fee)	New: Per Hour	-	\$ -	\$ 145	0%	\$ -	\$ -	\$ -	100%	\$ 145	\$ -	\$ -	\$ -		
36	As-built Plan Review (Grading, Paving, Sewer, Water)	New - 1st review free, additional review is per hour with 2 hour minimum.	364	\$ -	\$ 88	0%	\$ 32,072	\$ -	\$ 32,072	100%	\$ 88	\$ 32,072	\$ 32,072	\$ -		
37	Field Change Design Review	Change Per Sheet -> Per Hour	-	\$ 150	\$ 256	58%	\$ -	\$ -	\$ -	100%	\$ 256	\$ -	\$ -	\$ -		
39	Copy Engineering Drawings - per page	Remove	-	\$ 3.60	\$ -	0%	\$ -	\$ -	\$ -	100%	Remove					
39.1	Copy Engineering Drawings - per CD	Remove	-	\$ 10	\$ -	0%	\$ -	\$ -	\$ -	100%	Remove					
40	Engineering Design Details	Remove	-	\$ 24	\$ -	0%	\$ -	\$ -	\$ -	100%	Remove					
41	Flood Plain Determination Letters	New: Each	5	\$ -	\$ 55	0%	\$ 277	\$ -	\$ 277	100%	\$ 55	\$ 277	\$ 277	\$ -	Recommends to subsidize (waive) fee and application fee.	
42	Waiver Request	New: Each	75	\$ -	\$ 158	0%	\$ 11,857	\$ -	\$ 11,857	100%	\$ 158	\$ 11,857	\$ 11,857	\$ -		
43	Intent to Serve Letters	New: Each	10	\$ -	\$ 28	0%	\$ 277	\$ -	\$ 277	100%	\$ 28	\$ 277	\$ 277	\$ -	Recommends to subsidize (waive) fee and application fee.	
44	Permit Base Fee	Remove and replace with new Application Processing fee	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	Remove and replace with new Application Processing fee						
48	Work Performed Without a Permit	2x orig permit fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -		
49	Failure to Obtain Permit Investigative Fee	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	Remove						
50	Inspection Base Fee	Minimum	8	\$ 180	\$ 264	68%	\$ 2,115	\$ 1,440	\$ 675	100%	\$ 264	\$ 2,115	\$ 675	\$ -		

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments
51	Re-inspection Fee (after 1st re-inspection)	New: Per Hour (2 hour minimum) New: Per Hour (2 hour minimum during normal work week and 4 hour minimum on weekend or holidays)	10	\$ -	\$ 88	0%	\$ 881	\$ -	\$ 881	100%	\$ 88	\$ 881	\$ 881	\$ -	
52	After-hour Inspection Fee		60	\$ -	\$ 132	0%	\$ 7,930	\$ -	\$ 7,930	100%	\$ 132	\$ 7,930	\$ 7,930	\$ -	
53	Inspector Hourly Rate (Misc. Items)	New: Per Hour	160	\$ -	\$ 111	0%	\$ 17,830	\$ -	\$ 17,830	100%	\$ 111	\$ 17,830	\$ 17,830	\$ -	
54	Application Fee: 0-3 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -	100%	Remove				
55	Engineering Inspection: 0-3 days	Remove	-	\$ 65	\$ -	0%	-	\$ -	\$ -	100%	Remove				
56	Application Fee: 4-15 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -	100%	Remove				
57	Engineering Inspection: 4-15 days	Remove	-	\$ 130	\$ -	0%	-	\$ -	\$ -	100%	Remove				
58	Application Fee: 16-30 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -	100%	Remove				
59	Engineering Inspection: 16-30 days	Remove	-	\$ 260	\$ -	0%	-	\$ -	\$ -	100%	Remove				
60	Application Fee: 31-60 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -	100%	Remove				
61	Engineering Inspection: 31-60 days - Base	Remove	-	\$ 300	\$ -	0%	-	\$ -	\$ -	100%	Remove				
61.1	Engineering Inspection: 31-60 days - Per Day	Remove	-	\$ 75	\$ -	0%	-	\$ -	\$ -		Remove				
62	Application Fee: 61-90 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -		Remove				
63	Engineering Inspection: 61-90 days - Base	Remove	-	\$ 300	\$ -	0%	-	\$ -	\$ -		Remove				
63.1	Engineering Inspection: 61-90 days - Per day	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -		Remove				
64	Application Fee: 91-180 days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -		Remove				
65	Engineering Inspection: 91-180 days- base	Remove	-	\$ 300	\$ -	0%	-	\$ -	\$ -		Remove				
65.1	Engineering Inspection: 91-180 days - per day	Remove	-	\$ 125	\$ -	0%	-	\$ -	\$ -		Remove				
66	Application Fee: 180+ days	Remove	-	\$ 100	\$ -	0%	-	\$ -	\$ -		Remove				
67	Engineering Inspection: 180+ days - Base	Remove	-	\$ 300	\$ -	0%	-	\$ -	\$ -		Remove				
67.1	Engineering Inspection: 180+ days - per day	Remove	-	\$ 150	\$ -	0%	-	\$ -	\$ -		Remove				
68	Private Sewer Line Inspections (Liberty)	New: Per LF	7,000	\$ -	\$ 0.54	0%	\$ 3,803	\$ -	\$ 3,803	100%	\$ 0.54	\$ 3,803	\$ 3,803	\$ -	

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments	
69	Private Water Line Inspection (Liberty/Epcor)	New: Per LF	48,000	\$ -	\$ 0.54	0%	\$ 26,080	\$ -	\$ 26,080	100%	\$ 0.54	\$ 26,080	\$ 26,080	\$ -		
70	Construction Waiver Fee	New: Each	15	\$ -	\$ 145	0%	\$ 2,177	\$ -	\$ 2,177	100%	\$ 145	\$ 2,177	\$ 2,177	\$ -		
71	Bus Bays	Each	23	\$ 178	\$ 85	209%	\$ 1,959	\$ 4,094	\$ (2,135)	100%	\$ 85	\$ 1,959	\$ (2,135)	\$ -		
72	Curb & Gutter	Per LF	469,747	\$ 0.37	\$ 0.54	68%	\$ 255,232	\$ 173,806	\$ 81,426	100%	\$ 0.54	\$ 255,232	\$ 81,426	\$ -		
73	Driveways - Commercial	New: Each	40	\$ -	\$ 88	0%	\$ 3,524	\$ -	\$ 3,524	100%	\$ 88	\$ 3,524	\$ 3,524	\$ -		
74	Driveways - Residential / Alley & Aprons	Each	91	\$ 36	\$ 37	98%	\$ 3,341	\$ 3,276	\$ 65	100%	\$ 37	\$ 3,341	\$ 65	\$ -		
75	Sidewalk Ramps	Each	620	\$ 36	\$ 47	77%	\$ 29,135	\$ 22,320	\$ 6,815	100%	\$ 47	\$ 29,135	\$ 6,815	\$ -		
76	Sidewalk	Per LF	325,224	\$ 0.24	\$ 0.40	61%	\$ 128,948	\$ 78,054	\$ 50,895	100%	\$ 0.40	\$ 128,948	\$ 50,895	\$ -		
77	Valley Gutter	Per LF	10,952	\$ 0.37	\$ 1.15	32%	\$ 12,565	\$ 4,052	\$ 8,512	100%	\$ 1.15	\$ 12,565	\$ 8,512	\$ -		
78	Irrigation Pipe	Remove	-	\$ 1.20	\$ -	0%	\$ -	\$ -	\$ -	Remove						
79	Rip Rap	Per Sq. Yd.	48,330	\$ 0.36	\$ 0.49	74%	\$ 23,657	\$ 17,399	\$ 6,258	100%	\$ 0.49	\$ 23,657	\$ 6,258	\$ -		
80	Storm Drain & Irrigation - Lines/Pipes	Per LF	91,785	\$ 1.20	\$ 0.85	141%	\$ 78,175	\$ 110,142	\$ (31,967)	100%	\$ 0.85	\$ 78,175	\$ (31,967)	\$ -		
81	Storm Drain & Irrigation - Manholes	Each	115	\$ 65	\$ 88	73%	\$ 10,133	\$ 7,441	\$ 2,692	100%	\$ 88	\$ 10,133	\$ 2,692	\$ -		
82	Dry Utility Boring	Change current fee \$150 each-> Per LF. The comparable fee is \$2 per LF	1,020	\$ 2.00	\$ 1.47	136%	\$ 1,498	\$ 2,040	\$ (542)	100%	\$ 1.47	\$ 1,498	\$ (542)	\$ -	Footnote 8	
83	Utility Above Ground Equipment - 3' and Larger	Each	20	\$ 21	\$ 16	130%	\$ 323	\$ 420	\$ (97)	100%	\$ 16	\$ 323	\$ (97)	\$ -		
84	Utility Manholes/Vaults	Each	6,770	\$ 36	\$ 18	204%	\$ 119,300	\$ 243,720	\$ (124,420)	100%	\$ 18	\$ 119,300	\$ (124,420)	\$ -		
85	At-Risk Grading Permit	150% of G&D Permit cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -		
86	Drywells	Each	250	\$ 600	\$ 333	180%	\$ 83,337	\$ 150,000	\$ (66,663)	100%	\$ 333	\$ 83,337	\$ (66,663)	\$ -		
87	Grading/Drainage (base)	Base Fee Plus Per Acre	33	\$ 800	\$ 242	330%	\$ 7,996	\$ 26,400	\$ (18,404)	100%	\$ 242	\$ 7,996	\$ (18,404)	\$ -		
87.1	Grading/Drainage (additional)	Plus Per Acre	1,890	\$ 300	\$ 194	155%	\$ 366,358	\$ 567,000	\$ (200,642)	100%	\$ 194	\$ 366,358	\$ (200,642)	\$ -		
88	Mass Grading Permit	50% of G&D Permit cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -		

User Fee Study Summary Sheet

City of Goodyear
 Engineering
 FY2021 Budget

Ord	Service Name	Fee Description	Annual Volume	Current							Recommendations					
				Per Unit			Annual				Per Unit		Annual			Footnotes / Comments
				Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy		Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	
89	Landscape Irrigation Trenching/Backfill	Remove	-	\$ 0	\$ -	0%	\$ -	\$ -	\$ -			Remove				
90	Plants/Shrubs	Remove	-	\$ 1	\$ -	0%	\$ -	\$ -	\$ -			Remove				
91	Trees	Remove	-	\$ 2	\$ -	0%	\$ -	\$ -	\$ -			Remove				
93	Excavation Fee	Each	-	\$ 100	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 100	\$ -	\$ -	\$ -	Footnote 3
94	Pavement Cut 12-24 months (Openings less than 9 sq ft or 9 LF of trench)	Flat Fee	-	\$ 750	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 750	\$ -	\$ -	\$ -	Footnote 3
95	Pavement Cut 24-36 months (Openings less than 9 sq ft or 9 LF of trench)	Flat Fee	-	\$ 375	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 375	\$ -	\$ -	\$ -	Footnote 3
96	Pavement Cut 0-12 months (Openings less than 9 sq ft or 9 LF of trench)	Flat Fee	-	\$ 1,000	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 1,000	\$ -	\$ -	\$ -	Footnote 3
97	Pavement Cut 0-12 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	Flat Fee	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 2,500	\$ -	\$ -	\$ -	Footnote 3
98	Pavement Cut 12-24 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	Flat Fee	-	\$ 1,875	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 1,875	\$ -	\$ -	\$ -	Footnote 3
99	Pavement Cut 24-36 months (Trenches over 9 ft long for every 50 LF or fraction thereof)	Flat Fee	-	\$ 935	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ 935	\$ -	\$ -	\$ -	Footnote 3
100	Street Cut Repairs (work performed by city)	Repair Fee + 15% of Administrative Charge	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -		100%	\$ -	\$ -	\$ -	\$ -	Footnote 3
101	A/C Paving	Per Sq. Yd.	1,067,068	\$ 0.48	\$ 0.19	247%	\$ 207,203	\$ 512,193	\$ (304,990)		100%	\$ 0.19	\$ 207,203	\$ (304,990)	\$ -	
102	Pavement Potholes for Utility Location	Each: In addition to the minimum plan review fee	117	\$ 36	\$ 59	61%	\$ 6,873	\$ 4,212	\$ 2,661		100%	\$ 59	\$ 6,873	\$ 2,661	\$ -	
103	Rim & Cover Adjustments (Survey Monuments)	Each	2,209	\$ 36	\$ 29	123%	\$ 64,878	\$ 79,524	\$ (14,646)		100%	\$ 29	\$ 64,878	\$ (14,646)	\$ -	
104	Signing & Striping	Change 5% of cost -> Per LF	527,760	\$ 0.05	\$ 0.15	34%	\$ 79,164	\$ 79,164	\$ -		100%	\$ 0.15	\$ 79,164	\$ -	\$ -	
105	Survey Monuments	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -			Remove				
106	Cleanouts	Each	300	\$ 39	\$ 22	175%	\$ 6,608	\$ 11,550	\$ (4,942)		100%	\$ 22	\$ 6,608	\$ (4,942)	\$ -	
107	Manhole non lined	Each	522	\$ 131	\$ 110	119%	\$ 57,491	\$ 68,382	\$ (10,891)		100%	\$ 110	\$ 57,491	\$ (10,891)	\$ -	

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments	
108	Manhole Coated/Lined TV	New: Each	200	\$ 131	\$ 151	87%	\$ 30,251	\$ 26,200	\$ 4,051	100%	\$ 151	\$ 30,251	\$ 4,051	\$ -		
109	Sewer Taps - Into Mainline Pipe	Each	5	\$ 65	\$ 41	157%	\$ 206	\$ 324	\$ (118)	100%	\$ 41	\$ 206	\$ (118)	\$ -		
110	Sewer Taps - cored Into Manhole	Each	5	\$ 65	\$ 176	37%	\$ 881	\$ 324	\$ 558	100%	\$ 176	\$ 881	\$ 558	\$ -		
111	Sewer Line Inspection	Per LF	140,450	\$ 1.20	\$ 1.66	72%	\$ 233,061	\$ 168,540	\$ 64,521	100%	\$ 1.66	\$ 233,061	\$ 64,521	\$ -		
112	Manhole Entry Fee	New: Each	20	\$ -	\$ 44	0%	\$ 881	\$ -	\$ 881	100%	\$ 44	\$ 881	\$ 881	\$ -		
113	Concrete Replacement	Per LF	2,250	\$ 0.21	\$ 1.47	14%	\$ 3,304	\$ 473	\$ 2,832	100%	\$ 1.47	\$ 3,304	\$ 2,832	\$ -		
114	Pavement Replacement	Per Sq. Yd.	4,500	\$ 0.48	\$ 0.94	51%	\$ 4,229	\$ 2,160	\$ 2,069	100%	\$ 0.94	\$ 4,229	\$ 2,069	\$ -		
115	Custom Lot	Remove	-	\$ 121	\$ -	0%	\$ -	\$ -	\$ -	Remove						
116	Residential Tract Lot	Remove	-	\$ 36	\$ -	0%	\$ -	\$ -	\$ -	Remove						
117	SWPPP - Large Site (Stormwater Compliance)	Each	80	\$ 490	\$ 374	131%	\$ 29,957	\$ 39,200	\$ (9,243)	100%	\$ 374	\$ 29,957	\$ (9,243)	\$ -		
118	SWPPP - Small Site (Stormwater Compliance)	Each	12	\$ 120	\$ 132	91%	\$ 1,586	\$ 1,440	\$ 146	100%	\$ 132	\$ 1,586	\$ 146	\$ -		
119	Street Light Permit	Each	645	\$ 50	\$ 44	113%	\$ 28,415	\$ 32,250	\$ (3,835)	100%	\$ 44	\$ 28,415	\$ (3,835)	\$ -		
120	Catch Basins	Each	360	\$ 65	\$ 73	89%	\$ 26,433	\$ 23,400	\$ 3,033	100%	\$ 73	\$ 26,433	\$ 3,033	\$ -		
120.1	Scuppers	Each	315	\$ 65	\$ 54	120%	\$ 17,115	\$ 20,475	\$ (3,360)	100%	\$ 54	\$ 17,115	\$ (3,360)	\$ -		
121	Concrete/masonry Retaining Wall (4' Max H)	New: Per LF	300	\$ -	\$ 1.32	0%	\$ 396	\$ -	\$ 396	100%	\$ 1.32	\$ 396	\$ 396	\$ -		
122	Misc. Concrete Structures	Change 5% of value -> Per Hour	-	\$ -	\$ 88	0%	\$ -	\$ -	\$ -	100%	\$ 88	\$ -	\$ -	\$ -		
123	Headwalls	Each	330	\$ 65	\$ 44	148%	\$ 14,538	\$ 21,450	\$ (6,912)	100%	\$ 44	\$ 14,538	\$ (6,912)	\$ -		
124	Masonry Retaining Wall (4' Max H)	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	Remove						
125	Box Culverts	Per Sq. Ft.	10,000	\$ 0.55	\$ 0.60	91%	\$ 6,021	\$ 5,500	\$ 521	100%	\$ 0.60	\$ 6,021	\$ 521	\$ -		
128	Traffic Control Permit: High Volume Arterial Road Closure (greater than 5,000 vehicles per day)	Per Day	-	\$ 2,500	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 2,500	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee	

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current							Recommendations						
				Per Unit			Annual				Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments		
128.1	Traffic Control Permit: Night time (7 PM-6AM only) High Volume Arterial Road Closure and Collector Road Closure	Per Day (a day is charged for each 24 hr. period 1 day minimum)	25	\$ 500	\$ -	0%	\$ -	\$ 12,500	\$ (12,500)	100%	\$ 500	\$ 12,500	\$ -	\$ (12,500)	Recommend to subsidize (waive) application fee		
128.2	Traffic Control Permit: Low Volume Arterial Road Closure (less than 5,000 vehicles per day	Per Day	25	\$ 500	\$ -	0%	\$ -	\$ 12,500	\$ (12,500)	100%	\$ 500	\$ 12,500	\$ -	\$ (12,500)	Recommend to subsidize (waive) application fee		
129	Traffic Control Permit: Left Turn Prohibition - Signalized Intersection	Per Day/Direction	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 50	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
130	Traffic Control Permit: No Restrictions Planned	Per each application for the duration of the placement. Not to exceed 180 days)	-	\$ 50	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 50	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
131	Traffic Control Permit: Plan Review Fee	Per plan per review	-	\$ 50	\$ 44	113%	\$ -	\$ -	\$ -	100%	\$ 50	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
131.1	Traffic Control Permit: Plan Review Fee (3rd or Subsequent Reviews)	Per plan per review	-	\$ -	\$ 22	0%	\$ -	\$ -	\$ -	100%	\$ 22	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
132	Traffic Control Permit: Roadway/Alley Restriction	Per Day	-	\$ 75	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 75	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
133	Traffic Control Permit: Sidewalk and Bike Lane Closure	Per Day*	-	\$ 20	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 20	\$ -	\$ -	\$ -	Recommend to subsidize (waive) application fee		
134	Traffic Control Permit: Special Event road Closure	Per Day Per Restriction	10	\$ 75	\$ -	0%	\$ -	\$ 750	\$ (750)	100%	\$ 75	\$ 750	\$ -	\$ (750)	Recommend to subsidize (waive) application fee		
135	Traffic Signal Inspection	Change 5% of cost -> Each	2.5	\$ 0.05	\$ 5,306	0%	\$ 13,265	\$ 88,600	\$ (75,335)	100%	\$ 5,306	\$ 13,265	\$ (75,335)	\$ -			
136	Utility Trenching/Backfill - in Pavement	Per LF	9,250	\$ 0.25	\$ 0.86	29%	\$ 7,924	\$ 2,313	\$ 5,611	100%	\$ 0.86	\$ 7,924	\$ 5,611	\$ -			

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations						
				Per Unit			Annual			Per Unit		Annual				
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments	
137	Utility Trenching/Backfill - In Soild and Joint	Per LF	-	\$ 0.25	\$ 0.37	68%	\$ -	\$ -	\$ -	100%	\$ 0.37	\$ -	\$ -	\$ -		
138	Backflow Device - 2" and Smaller	Each	5	\$ 76	\$ 34	225%	\$ 169	\$ 380	\$ (211)	100%	\$ 34	\$ 169	\$ (211)	\$ -		
139	Backflow Device - Above 2"	Each	14	\$ 76	\$ 81	94%	\$ 1,131	\$ 1,064	\$ 67	100%	\$ 81	\$ 1,131	\$ 67	\$ -		
140	Fire Hydrant	Each	101	\$ 55	\$ 157	35%	\$ 15,870	\$ 5,555	\$ 10,315	100%	\$ 157	\$ 15,870	\$ 10,315	\$ -		
141	Fire Line Meter	Remove	-	\$ 480	\$ -	0%	\$ -	\$ -	\$ -	Remove						
142	Fire Lines	Per LF	28,005	\$ 1.20	\$ 1.76	68%	\$ 49,350	\$ 33,606	\$ 15,744	100%	\$ 1.76	\$ 49,350	\$ 15,744	\$ -	Recommend to subsidize (waive) application fee	
143	Flush/Curb Stop	Each	101	\$ 21	\$ 29	72%	\$ 2,966	\$ 2,121	\$ 845	100%	\$ 29	\$ 2,966	\$ 845	\$ -		
144	Operating Manhole	Each	2	\$ 91	\$ 97	94%	\$ 194	\$ 182	\$ 12	100%	\$ 97	\$ 194	\$ 12	\$ -		
145	Sampling Station/Air Relief Assembly (ARV)	Each	42	\$ 36	\$ 62	58%	\$ 2,590	\$ 1,512	\$ 1,078	100%	\$ 62	\$ 2,590	\$ 1,078	\$ -		
146	Tap Sleeve & Valve	Each	13	\$ 108	\$ 153	71%	\$ 1,985	\$ 1,402	\$ 584	100%	\$ 153	\$ 1,985	\$ 584	\$ -		
147	Water Line Leak Detection (ACP, DIP, CIP)	Remove	29,405	\$ 0.03	\$ -	0%	\$ -	\$ 882	\$ (882)	Remove		\$ (882)				
148	Water Line Leak Detection (PVC, HDPE, PE)	Remove	4,000	\$ 0.07	\$ -	0%	\$ -	\$ 280	\$ (280)	Remove		\$ (280)				
149	Water Service Lines - 2" and Smaller	Change LF -> Each (current fee \$1.20 per LF)	12,283	\$ 30.00	\$ 47	64%	\$ 577,197	\$ 368,490	\$ 208,707	100%	\$ 47	\$ 577,197	\$ 208,707	\$ -	Footnote 7	
150	Water Service Lines - Above 2"	Change LF -> Each (current fee \$1.20 per LF)	808	\$ 60.00	\$ 65	93%	\$ 52,208	\$ 48,480	\$ 3,728	100%	\$ 65	\$ 52,208	\$ 3,728	\$ -	Footnote 7	
151	Water Line Inspection	Per LF	24,135	\$ 1.20	\$ 1.8	68%	\$ 42,530	\$ 28,962	\$ 13,568	100%	\$ 1.76	\$ 42,530	\$ 13,568	\$ -		
152	Splice Pits	Each	2	\$ 300	\$ 59	511%	\$ 117	\$ 600	\$ (483)	100%	\$ 59	\$ 117	\$ (483)	\$ -		
153	Concrete Turn Lanes	New: Per Sq. Yd.	1,680	\$ -	\$ 0.48	0%	\$ 813	\$ -	\$ 813	100%	\$ 0.48	\$ 813	\$ 813	\$ -		
154	Fog Seal	New: Per Sq. Yd. New: Per Inspector, per day for monitoring site and route	926	\$ -	\$ 0.05	0%	\$ 46	\$ -	\$ 46	100%	\$ 0.05	\$ 46	\$ 46	\$ -		
155	Haul Permit		350	\$ -	\$ 22	0%	\$ 7,710	\$ -	\$ 7,710	100%	\$ 22	\$ 7,710	\$ 7,710	\$ -		

User Fee Study Summary Sheet

City of Goodyear
Engineering
FY2021 Budget

				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments
156	Landscaping	New: Per Sq. Yd.	396,635	\$ -	\$ 0.34	0%	\$ 134,412	\$ -	\$ 134,412	100%	\$ 0.34	\$ 134,412	\$ 134,412	\$ -	
157	Meter Vault	New: Each	5	\$ -	\$ 25	0%	\$ 125	\$ -	\$ 125	100%	\$ 25	\$ 125	\$ 125	\$ -	
158	Micro Seal or Slurry Seal	New: Per Sq. Yd.	926	\$ -	\$ 0.03	0%	\$ 23	\$ -	\$ 23	100%	\$ 0.03	\$ 23	\$ 23	\$ -	
159	Power Poles (69kv and above)	New: Each	20	\$ -	\$ 352	0%	\$ 7,049	\$ -	\$ 7,049	100%	\$ 352	\$ 7,049	\$ 7,049	\$ -	
160	Small Wireless Facility Application Fee	Each Set by State Statute	-	\$ 750	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ 750	\$ -	\$ -	\$ -	Footnote 4
161	Stockpile Permit	New: Each	8	\$ -	\$ 88	0%	\$ 705	\$ -	\$ 705	100%	\$ 88	\$ 705	\$ 705	\$ -	
163	Utility Service Drop - Permit	New: Each	500	\$ -	\$ 25	0%	\$ 12,482	\$ -	\$ 12,482	100%	\$ 25	\$ 12,482	\$ 12,482	\$ -	
164	Warranty and Crackfill and Pavement Seal Fee	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	Remove					
165	Wire Pulls	New: Each Permit	40	\$ -	\$ 44	0%	\$ 1,762	\$ -	\$ 1,762	100%	\$ 44	\$ 1,762	\$ 1,762	\$ -	
166	Clear & Grub Permit	Remove	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	Remove					
167	Street/Row Abandonment or Vacating - base fee	Base Fee Plus Per Hour	4	\$ 2,300	\$ 2,615	88%	\$ 10,462	\$ 9,200	\$ 1,262	100%	\$ 2,615	\$ 10,462	\$ 1,262	\$ -	moved from Planning
167.1	Street/Row Abandonment or Vacating - plus per hour	Plus Per Hour	-	\$ -	\$ 128	0%	\$ -	\$ -	\$ -	100%	\$ 128	\$ -	\$ -	\$ -	moved from Planning
168	Final Subdivision Plat Application or Minor Land Division with Dedication base fee	Change Base Fee Plus Per Unit-> Base Fee Plus Per Sheet	83	\$ 600	\$ 1,115	54%	\$ 92,538	\$ 49,800	\$ 42,738	100%	\$ 1,115	\$ 92,538	\$ 42,738	\$ -	
168.1	Final Subdivision Plat Application or minor land division with dedication base fee plus per sheet	New: Plus Per Sheet	-	\$ -	\$ 308	0%	\$ -	\$ -	\$ -	100%	\$ 308	\$ -	\$ -	\$ -	
168.2	Final Subdivision Plat Application - plus per unit	Remove	83	\$ 20	\$ -	0%	\$ -	\$ 1,660	\$ (1,660)	Remove			\$ (1,660)		
169	Map of dedication / Minor Land Division base fee	Change Each -> Base Fee Plus Per Sheet	23	\$ 2,300	\$ 732	314%	\$ 16,834	\$ 52,900	\$ (36,066)	100%	\$ 732	\$ 16,834	\$ (36,066)	\$ -	
169.1	Map of dedication plus per sheet	New: Plus Per Sheet	-	\$ -	\$ 252	0%	\$ -	\$ -	\$ -	100%	\$ 252	\$ -	\$ -	\$ -	
169.3	Minor Land Division with dedication plus per sheet	New: Plus Per Sheet	-	\$ -	\$ 308	0%	\$ -	\$ -	\$ -	100%	\$ 308	\$ -	\$ -	\$ -	
170	Minor Land Division - Residential	Each	-	\$ 700	\$ 971	72%	\$ -	\$ -	\$ -	100%	\$ 971	\$ -	\$ -	\$ -	
171	Minor Land Division - Non-Residential	Each	35	\$ 1,600	\$ 971	165%	\$ 33,996	\$ 56,000	\$ (22,004)	100%	\$ 971	\$ 33,996	\$ (22,004)	\$ -	

User Fee Study Summary Sheet

City of Goodyear
Engineering
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				Current						Recommendations							
				Per Unit			Annual			Per Unit		Annual					
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue2	Increased Revenue	Recommended Subsidy	Footnotes / Comments		
172	Easement Dedication	New: Each	14	\$ -	\$ 2,105	0%	\$ 29,465	\$ -	\$ 29,465	100%	\$ 2,105	\$ 29,465	\$ 29,465	\$ -			
	For use of outside consultants for plan review and/or inspections	New: Actual Cost	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -			
174	Expedited review fee	2 times fee	-	\$ -	\$ -	0%	\$ -	\$ -	\$ -	100%	\$ -	\$ -	\$ -	\$ -			
175	Plant Salvage (base fee)	New: Base Fee Plus Per Acre	-	\$ -	\$ 431	0%	\$ -	\$ -	\$ -	100%	\$ 431	\$ -	\$ -	\$ -			
175.1	Plant Salvage (plus per acre fee)	New: Plus Per Acre	-	\$ -	\$ 44	0%	\$ -	\$ -	\$ -	100%	\$ 44	\$ -	\$ -	\$ -			
176	Legal Descriptions	Change Per Sheet -> Per Hour (1 hour minimum)	1,240	\$ 150	\$ 220	68%	\$ 272,817	\$ 186,000	\$ 86,817	100%	\$ 220	\$ 272,817	\$ 86,817	\$ -	Footnote 5		
178	Inspection Base Fee (Dry Utilities)	New: Each	3	\$ -	\$ 110	0%	\$ 330	\$ -	\$ 330	100%	\$ 110	\$ 330	\$ 330	\$ -			
179	Customer Meeting	New: Per Hour	-	\$ -	\$ 661	0%	\$ -	\$ -	\$ -	100%	\$ 661	\$ -	\$ -	\$ -			
180	Sewer Service Lines - Public Mainline	Per LF	70,000	\$ 1.20	\$ 1.66	72%	\$ 116,157	\$ 84,000	\$ 32,157	100%	\$ 1.66	\$ 116,157	\$ 32,157	\$ -			
180.1	Sewer Service Lines - Private Mainlines	New: Per LF	3,500	\$ -	\$ 0.54	0%	\$ 1,902	\$ -	\$ 1,902	100%	\$ 0.54	\$ 1,902	\$ 1,902	\$ -			
180.2	Sewer Service Lines - Public Sewer Services	Per LF	-	\$ 1.20	\$ 1.66	72%	\$ -	\$ -	\$ -	100%	\$ 1.66	\$ -	\$ -	\$ -			
180.3	Sewer Service Lines - Private Sewer Services	New: Each	7,000	\$ -	\$ 33.78	0%	\$ 236,426	\$ -	\$ 236,426	100%	\$ 34	\$ 236,426	\$ 236,426	\$ -			
180.4	Water Service Lines - Private Water Service	New: Each	2,400	\$ -	\$ 34	0%	\$ 81,060	\$ -	\$ 81,060	100%	\$ 34	\$ 81,060	\$ 81,060	\$ -			
															Footnote 6 not included in revenue projections		
208	Non Fee Related (sweeper, streets, signals)	NON FEE	1	\$ -	\$ 2,581,692	0%	\$ 2,581,692	\$ -	\$ 2,581,692	100%	\$ 2,581,692	\$ 2,581,692	\$ 2,581,692	\$ -			
Total User Fees		(includes cross support and contractors)						\$5,388,191	\$4,721,634	\$666,557			\$5,413,941	\$692,307	-\$25,750		
% of Full Cost									88%	12%			100.5%	14.7%	-0.5%		

- Footnotes**
- Many of these fees are often grouped together when issuing a permit. They would receive the permit issuance fee as well as those fees that apply to that particular permit. MGT recommends to continue to list these grouping on the Engineering fee schedule to show the customer which fees would apply.
 - Some Engineering staff provide cross support to some of the planning fees. This revenue is not part of the revenue calculation for Engineer and is not included in revenues.
 - No change. Ordinance 2000-697, fees were determined to offset future cost of pavement maintenance due to damage caused by cut.
 - Fee # 160 is set by state statute.

User Fee Study Summary Sheet

City of Goodyear
Engineering
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				Current						Recommendations					
				Per Unit			Annual			Per Unit		Annual			
Ord	Service Name	Fee Description	Annual Volume	Current Fee	Full Cost	Current Recovery %	Annual Cost	Annual Revenue	Annual Subsidy	Recovery Level	Recommended Fee	Annual Revenue ²	Increased Revenue	Recommended Subsidy	Footnotes / Comments
5	Fee # 176: the per hour is based on two staff positions at 1 hr. each														
6	Fee #208 is to account for all time related to other division direct work and not user fees. It is not part of the revenues.														
7	Fee #149 & 150 recommend that the fee change from LF to each. In addition, we are recommending that thecurrent Water Service Lines fee be split into two fees: "2 inches and Smaller" and "Above 2 inches". The current fee listed for fee #149 is 25 LF x 1.20=\$30 and fee # 150 is 50 LF x 1.20=\$60.														
8	Fee #82 - The comparable LF fee is \$2 per LF. This fee is currently \$150 each.														

A photograph of a garden scene. In the foreground, there are numerous small white daisies with yellow centers. Behind them, there are tall, thin blue flowers. In the background, a white building with a textured wall is visible, partially obscured by trees and foliage. The overall scene is a lush garden.

City of Goodyear User Fee Update

June 14, 2021

Overview



- Approach and Methodology
- Fee Overview
- Comparisons
- Next Steps

Approach & Methodology



REPORT PAGE 4

- Last Full External Cost of Service study completed in 2009
 - Recommended 3-5 years
- Engaged MGT to perform the study (7/2019)
- Participation across all departments
- Bottom-Up Approach

Approach & Methodology



REPORT PAGE 4

- Primary goals of the study:
 - Define what it costs to provide fee-related services
 - Determine services where a fee should be collected
 - Detail service areas where fee adjustment warranted
 - Develop revenue projections w/full cost recovery

Fee Overview



Department	Current Cost Recovery	Proposed Cost Recovery	
City Clerk's Office	49%	100%	Commercial Public Record Requests
Finance	110%	119%	Assessment Districts, Business Licenses
Police	17%	24%	Body Camera Videos, Off-Duty Rates
Public Works – Pretreatment Program	45%	73%	Industrial Users, Restaurants
Fire			Special use inspections, False Alarm Fees
Development Related			
- Building Safety			Streamline Fees
- Planning			Streamline / Capture cross support costs
- Engineering			Streamline / Capture cross support costs

Project Examples



COST COMPARISON WITH OTHER CITIES

- Reviewed in dept with council on 6/14
- Available online at www.goodyearaz.gov
- Additional information on comparability to other cities is being collected
- Include all Engineering, Planning & Building Fees

Restaurant 4,000 sf (4 acres with 1 building)



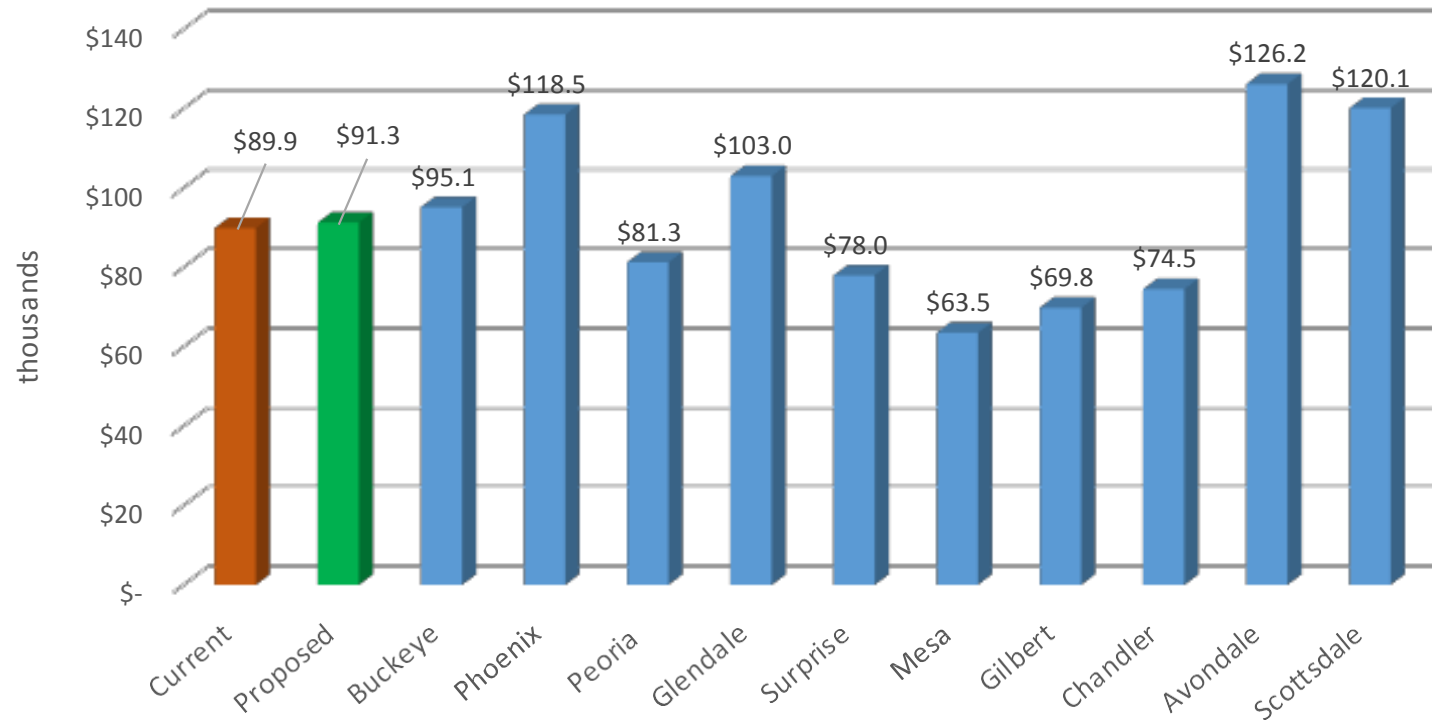
11.5% INCREASE



Residential subdivision 100 lots



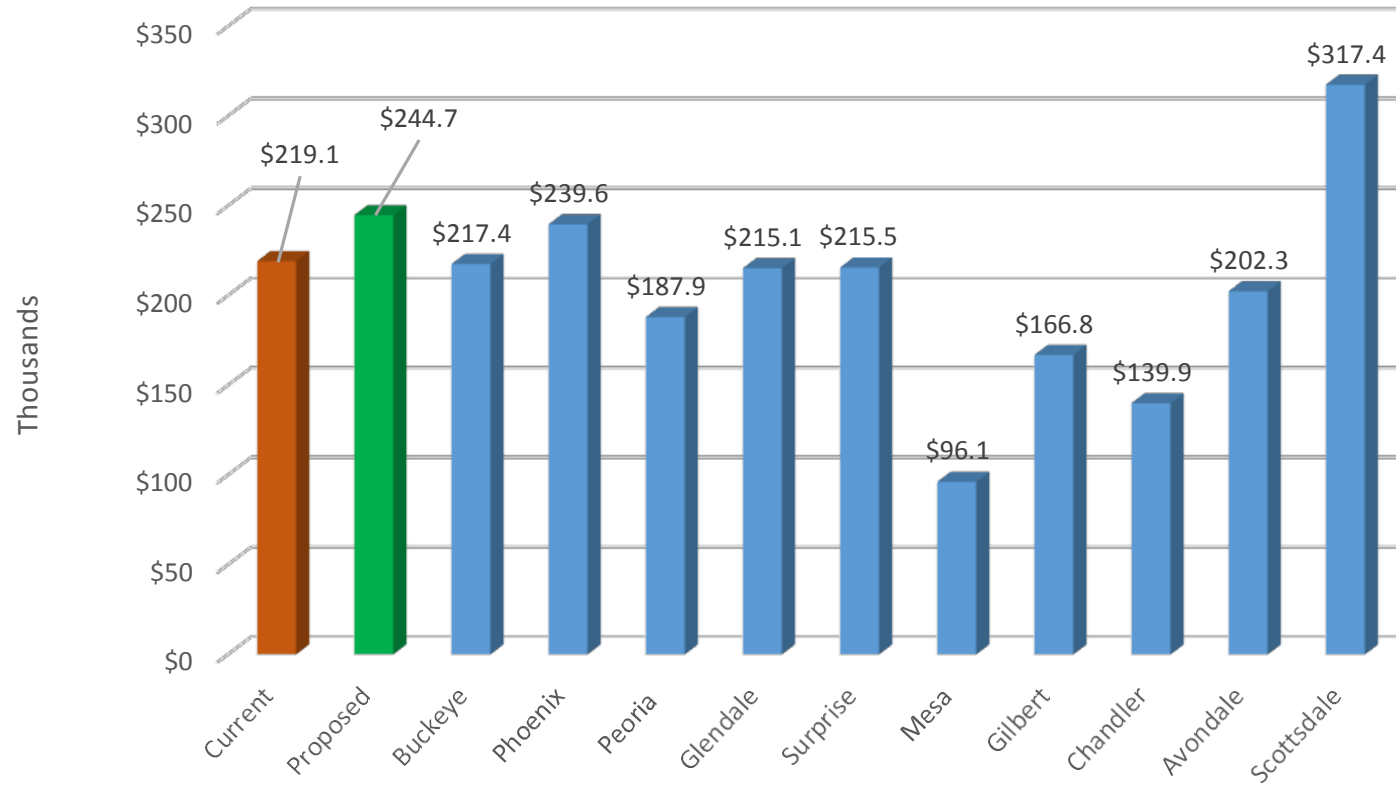
1.5% INCREASE



Industrial 200,000 sf (50 acres with 1 building)



11.7% INCREASE



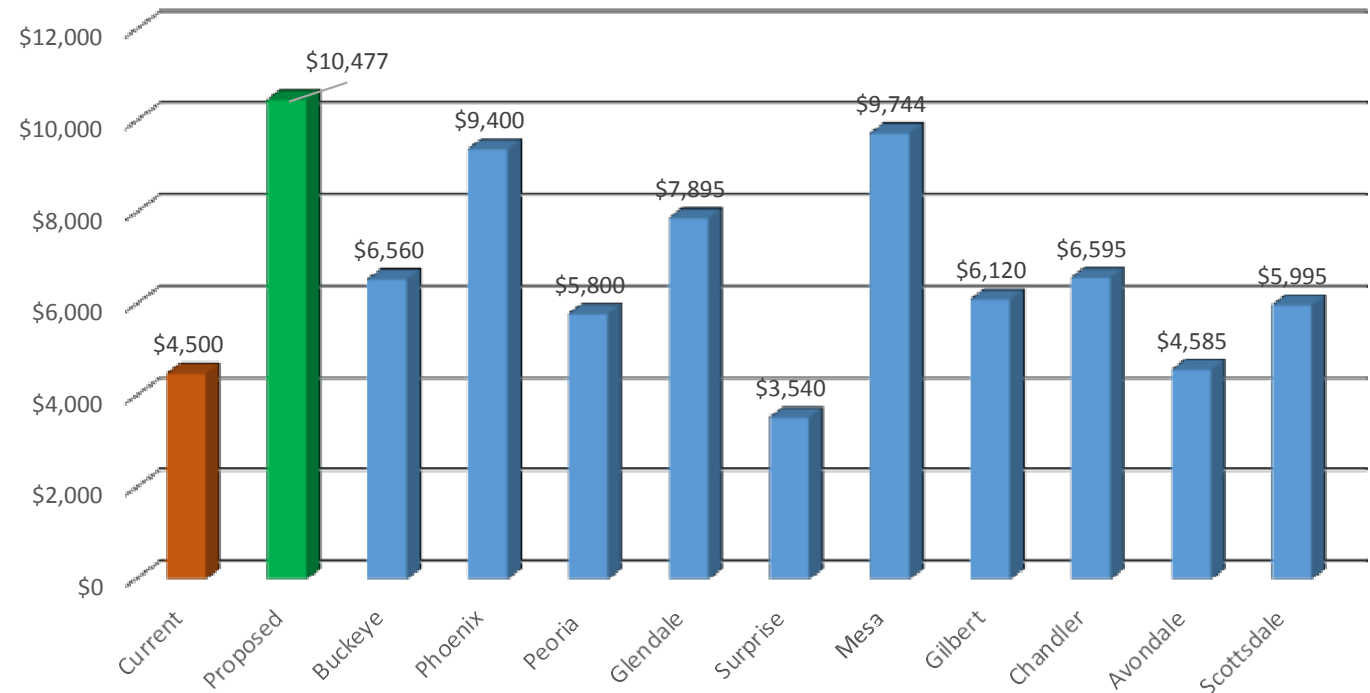
Planned Area Development (PAD)

40 acres



133% INCREASE

- 100% Cost Recovery
- Alternative Available
 - Straight Zoning
- Reviewing standards
- Requirements

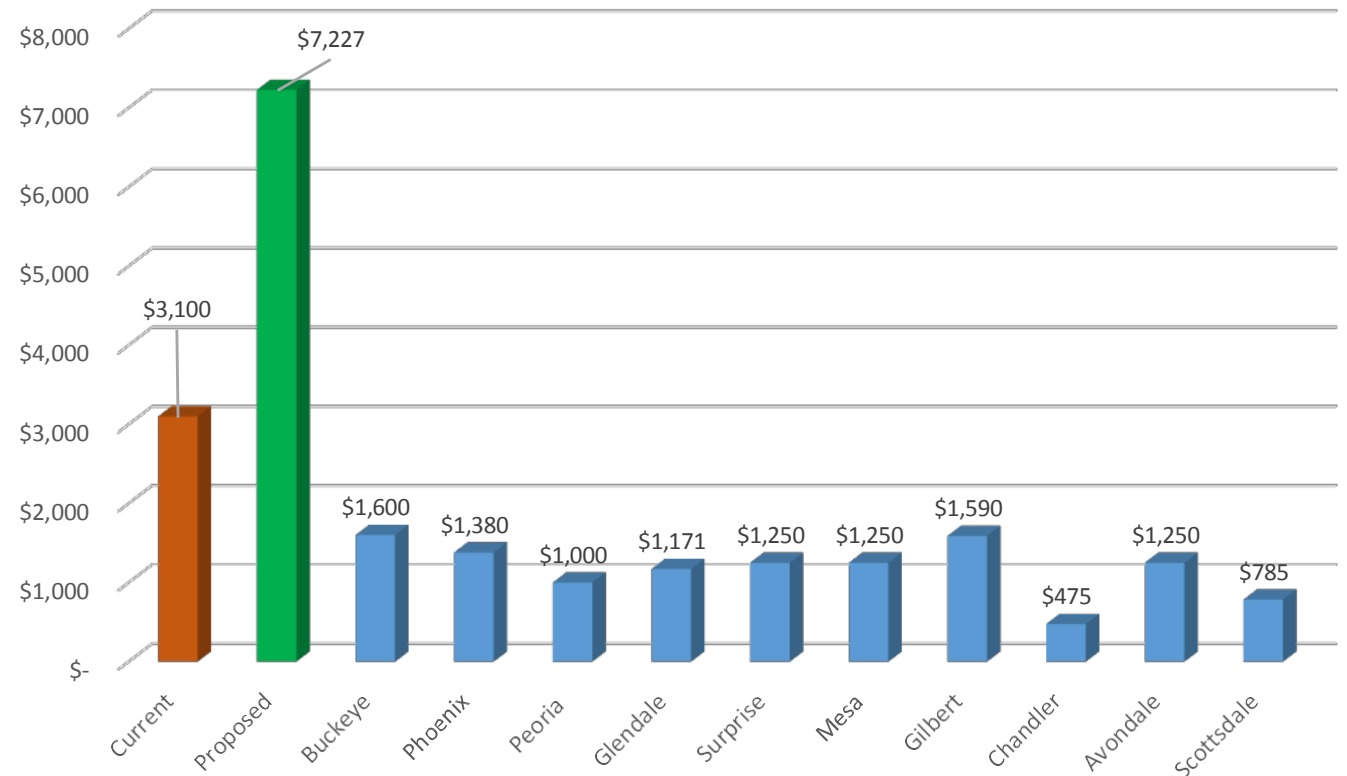


Use Permit – 2 acres



133% INCREASE

- 100% Cost Recovery
- Labor intensive process
- P&Z and Council
- Reviewing standards
- Requirements



Implementation Steps



Date	Notice
<i>April 6</i>	<i>Initial Development Advisory Meeting</i>
<i>April 21</i>	<i>Statutorily Required 60 Day Website posting</i>
<i>April 23</i>	<i>Direct notice emailed to Development Advisory Forum</i>
<i>June 1</i>	<i>Development Advisory Forum</i>
<i>June 14</i>	<i>Council Work Session</i>
June 21	Public Hearing
July 1	Development Services Work Session
July 12	Adoption of Fees
August 12	Implementation of Fees



CITY COUNCIL ACTION REPORT

SUBJECT: SET THE PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2022.

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

SUMMARY

Adopt the primary and secondary property tax levies for FY2022.

Recommendation

ADOPT ORDINANCE NO. 2021-1506 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND PREEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

The primary and secondary property tax levies are a part of an overall finance strategy that provides funding for the city's budget. The adopted FY2022 Budget totals \$568,473,400 million dollars of which \$20,310,300 is funded by these property tax levies. Adopting these property tax levies is the final step in the process to establish the FY2022 budget

If approved, \$11,706,200 will be generated from the primary property tax levy to support General Fund ongoing operations and \$8,604,100 will be generated from the secondary property tax levy to pay debt service on voter approved General Obligation (G.O.) Bond debt.

BACKGROUND AND PREVIOUS ACTIONS

The FY2022 budget process began in the fall with departments submitting their initial list of new capital project requests as part of the CIP budget process that stretched through January. In October, departments began preparing base budget estimates and updating existing CIP project costs and timelines if needed and by December had also submitted supplemental budget addition requests. All of these estimates and requests are reviewed by Budget and Research and with the executive team. In the case of capital projects; Engineering Project Management, Information Technology, and Procurement were also involved in reviews.

In November and in early February, the Council provided insight into initial budget priorities in discussions held as part of a retreat and also at a council budget work session. Revenue policy was also a topic at that session with no planned changes to tax rates and slight adjustments to our financial policies.

The first formal step in this budget process with the City Council, was the presentation of the five-year General Fund forecast during a work session held on February 1, 2021.

On February 8, 2021, the City Council approved the financial and public safety pension policies. The two key changes in the financial policies was the introduction of a spending hierarchy from most restricted to least restricted and the increase from \$5.1 million to \$5.6 million, the portion of construction sales tax treated as ongoing revenue. This policy calls for annual review and the \$5.6 million was based on the average of the lowest five-years in the prior ten-years of General Fund construction sales tax collections. The public safety funding policies remained unchanged, but state statute requires annual Council approval including acceptance of the unfunded liabilities.

The City Manager presented a sustainable recommended budget on April 19, 2021 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. The changes to that recommended budget are summarized in this report. Council adopted the Tentative Budget on May 24, 2021 and a summary of the approved tentative budget was published in the Southwest Valley Republic on May 28, and June 2, 2021 consistent with requirements of state law. Further, state required budget forms are posted on the website, where it must remain for five years, and is also available at the library and City Clerk Office. Truth In Taxation requirements were also followed.

A public hearing was held on June 7, 2021 prior to final adoption of the FY2022 budget and for the Truth-in-Taxation requirements associated with the Primary Property Tax levy. On June 7, the City Council also adopted the Truth-in-Taxation increase of \$229,434 that is included in the primary property tax levy presented for approval today.

STAFF ANALYSIS

The primary property tax levy for FY2022 of \$11,706,200 is expected to create a primary property tax rate of \$1.0000 per \$100 of assessed valuation. As a part of the general fund revenue, the primary property tax levy supports general fund activities, including police and fire protection, operations and maintenance, and many other general governmental functions. This levy amount is consistent with Council adopted financial policy to maximize the primary property tax.

The secondary property tax levy of \$8,604,100 is expected to create a secondary property tax rate of \$0.7350 per \$100 of assessed valuation and will be used to fund the principal, interest, and redemption charges on voter-approved general obligation bonds.

The FY2022 overall combined property tax rate of \$1.7350 would equate to a city property tax payment of \$173.50 for a home with an assessed value of \$100,000.

Attachments

Ordinance

Presentation

ORDINANCE NO. 2021-1506

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2022.

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona adopted the fiscal year 2021-2022 final budget on June 7th, 2021; and

WHEREAS, the County of Maricopa is now the assessing and collecting authority for the City of Goodyear, the City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Assessor and Board of Supervisors of Maricopa County, Arizona;

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

SECTION 1. PRIMARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of eleven million, seven hundred six thousand and two hundred dollars (\$11,706,200) for the City of Goodyear for the fiscal year ending June 30, 2022.

SECTION 2. SECONDARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars (\$100.00) of assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of eight million, six hundred four thousand, and one hundred dollars (\$8,604,100) for the City of Goodyear for the fiscal year ending June 30, 2022.

SECTION 3. No failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure

or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within time specified work an invalidation **of any** proceedings or of any such deed or sale or **affect the validity of the assessment** and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge **as to part of the taxes** or of costs shall invalidate any proceedings for collection of taxes or the foreclosure, and all acts of officer de facto shall be valid as if performed by officers de jure.

SECTION 4. All ordinances and parts of ordinances in conflict are hereby repealed.

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

Given under my hand and sealed this _____ day of _____, 20____.

City Clerk



FY2022 Property Tax Levies

June 21, 2021

Outreach and Notification Steps



- Tentative Budget added to website
 - May 25
- Truth in Taxation (statutory requirements)
 - May 18 – Press Release; Newspaper Ad
 - May 28 - Newspaper Ad
- Budget Schedules (statutory requirements)
 - May 28 - Newspaper; Library; City Clerk; Website
 - June 2 - Newspaper
- Public Hearing & Truth-in-Taxation
 - June 7



Property Tax Rates and Levies

RATES ARE PER \$100 OF ASSESSED VALUATION

	FY2021 Assessed			FY2022 Assessed		
	Valuation	FY2021 Levy	FY2021 Rate*	Valuation	FY2022 Levy	FY2022 Rate*
Primary	1,026,917,731	10,608,060	\$ 1.0330	1,170,620,728	11,706,200	\$ 1.0000
Secondary	1,026,917,731	7,193,600	\$ 0.7005	1,170,620,728	8,604,100	\$ 0.7350
Totals		17,801,660	\$ 1.7335	2,341,241,456	20,310,300	\$ 1.7350

Goodyear Property Tax - \$100,000 home \$ **173.35**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase) \$ **182.18**



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE THE EXPENDITURE UP TO \$1,300,000 FOR LEASE OF THE SITE 21 REVERSE OSMOSIS TREATMENT UNITS AND RELATED BUDGET TRANSFER

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

SUMMARY

Request City Council approval of the expenditure of FY2022 funds for the leasing of two (2) reverse osmosis mobile trailers for raw water treatment at the Site 21 water production facility.

Recommendation

Approve the expenditure of FY2022 funds in the amount of \$1,300,000 to lease and provide operational support of two (2) reverse osmosis mobile trailers at the Site 21 facility and related budget transfer. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

The FY2022 Water Operating Fund includes an unappropriated fund balance estimated at \$6.5 million. The operating budget does not have this requested expenditure to fund the lease agreement. The water quality issues to be addressed were not known at the time of budget preparation and thus were not included in the adopted FY2022 water operations budget. We are requesting to transfer \$1,300,000 from the unappropriated water fund balance to the Water operating budget.

BACKGROUND AND PREVIOUS ACTIONS

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

Currently there are arsenic treatment processes at Site 21 that receive raw water flows from Adaman Wells 1, 2 and 3. This treatment process has been sufficient in the past to meet or exceed water quality standards. The need to provide additional treatment at Site 21 was not known until spring 2021. During planned preventative maintenance tasks, Adaman Wells 1 and 2 were rehabilitated to standard operating conditions. When the wells were attempted to be brought back online, and prior to the raw water being pumped to Site 21 for treatment, it was discovered through additional testing and analysis, the water quality would not meet EPA, ADEQ, and MCES standards for nitrates. Additional efforts were made at the wells to improve the conditions, but those efforts did not improve the well raw water concentrations or quality. Water Production began working on a solution immediately, and through research of available temporary equipment supply companies, Suez WTS Services USA, Inc. was selected to provide additional reverse osmosis treatment. In order to get the additional treatment at Site 21, a one year lease agreement was reviewed and approved by Legal, Procurement, and Risk Management. Current FY2021 operating funds are being used to pay for the

lease through June 30, 2021.

STAFF ANALYSIS

Adaman Wells 1 and 2 are critical to the water supply and not having these wells in operation will impact the ability of the city to adequately supply potable water to residents and customers. The temporary reverse osmosis treatment equipment to be installed at the Site 21 facility is the best option to treat the varying raw water quality of both Adaman wells. The lease agreement and installation of the treatment equipment will allow Public Works to produce potable water that meets all EPA, ADEQ, and MCES guidelines as well as maintaining an adequate supply, especially during the upcoming peak summer demand months. Staff is currently working on a permanent solution for the Site 21 facility and the related Adaman wells. A long-term solution will be determined that will allow for the removal of the temporary equipment. A permanent treatment option will address the changing raw water quality concentrations of the Adaman wells.

AGENDA ITEM #: 12.
DATE: 06/21/2021
AI #:304



CITY COUNCIL ACTION REPORT

SUBJECT: EXPENDITURE APPROVAL FOR SRP WATER WHEELING FEES FOR CAP DELIVERIES

STAFF PRESENTER(S): Gretchen Erwin, Water Resources and Sustainability Manager

SUMMARY

The city of Goodyear has a Colorado River (CAP) allocation of 17,742 acre-feet per year. The new surface water treatment facility, while nearing completion, is not yet available to take the water directly. We are partnering with Roosevelt Irrigation District (RID) to take delivery of a portion of our Central Arizona Project (CAP) water and store it underground in the RID Groundwater Savings Facility (GSF). The water is transported or wheeled through the Salt River Valley Water Users' Association and the Salt River Project (SRP) Agricultural Improvement and Power District canals and incurs a wheeling fee. Storing water in the RID provides the city with flexibility to either: a) earn Long-Term Storage Credits (LTSC) which can be used to replenish groundwater pumped within the city, or b) be recovered from SRP wells and delivered to the Surface Water Treatment Plant. In FY2021, Goodyear will deliver approximately 10,872 acre-feet of CAP water for storage at the RID GSF and in FY2022 Goodyear will deliver approximately 9,200 acre-feet to the RID GSF and 2,700 acre-feet to the Surface Water Treatment Plant.

Recommendation

Approve the expenditure of \$556,000 for FY2021 and \$700,000 for FY2022 to pay wheeling fees to Salt River Valley Water Users' Association and the Salt River Project (SRP) Agricultural Improvement and Power District for the delivery of CAP water. (Gretchen Erwin, Water Resources & Sustainability Manager)

FISCAL IMPACT

Funding for the annual CAP water order and wheeling fees are included in the FY2021 Water operating budget in the amount of \$3,548,400 and the FY2022 operating budget in the amount of \$3,959,700. The expenditures for the CAP water order were previously approved by Council on 6/8/20 (for FY2021) and 5/24/21 (for FY2022). The current request expands that expenditure authorization to include costs associated with SRP wheeling CAP water. Total expenditures for these activities are within the existing budget.

BACKGROUND AND PREVIOUS ACTIONS

The city has a Municipal & Industrial subcontract with the U.S. Bureau of Reclamation for 10,742 acre-feet per year (AFY) of Colorado River water and a lease with the Gila River Indian Community for 7,000 AFY of Colorado River water. Currently, the city cannot take direct delivery of the water until the first phase of the Surface Water Treatment Plant is complete (December 2021) which will allow for approximately one-half of the water to be treated and directly delivered to Goodyear customers.

Historically, the city has stored water in a CAP-owned recharge facility earning LTSCs and recovered the LTSCs/water using wells within the city's service area.

On January 23, 2017, Council approved the agreement between the city of Goodyear and the Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District (collectively referred to as SRP) to deliver the city's CAP water allocation through their canal system to a point of receipt. This agreement resulted in the need for Goodyear to move ahead with the current Water Treatment and Raw Water Delivery project.

On September 23, 2019, Council approved two agreements with SRP: 1) allowing the city to store annually a specified volume of the city's CAP water in a Groundwater Savings Facility on the Salt River Reservoir District (SRRD) lands in return for LTSCs; and 2) allows the SRP to recover the credits using the Association's wells and deliver the stored CAP water to the city using the SRP canals.

On June 22, 2020, Council approved Amendment #1 to the agreement between the city of Goodyear and the Salt River Valley Water Users' Association and the Salt River Project (SRP) Agricultural Improvement and Power District to deliver the city's CAP water allocation through their canal system to a point of receipt. The amendment specifically addresses additional points of receipt, measurement, and fees for the CSIF and transportation through SRP canals relative to the RID GSF.

On June 22, 2020, Council approved Groundwater Savings Facility Agreement with Roosevelt Irrigation District which allows the city to store CAP water delivered through the SRP canals at the RID GSF where the RID pays the city \$25 per acre-foot for the water.

STAFF ANALYSIS

Storing water at a CAP-owned storage facility allows the city to earn LTSCs which can be recovered from city wells. Recovering LTSCs allows the city to meet its renewable water supply requirements as per our Designation of Assured Water Supplies; however, it does not add to the health of our local aquifer or add new wet water to the city. Storing water in the RID lands allows the city the flexibility to recover the LTSCs where they have been stored (our local aquifer) or allow the SRP to recover the LTSCs for the city. SRP can deliver the wet water to the city using their canals and the city's transmission line to the Surface Water Treatment Plant increasing the city's wet water supply.

Attachments

Presentation



Expenditure Approval
SRP Wheeling Fees
CAP Water

Salt River Project



2017 CSIF AND WATER TRANSPORTATION AGREEMENT

Conveys CAP water

- Goodyear's Surface Water Treatment Plant
- Roosevelt Irrigation District Groundwater Savings Facility

SRP Turnout to Raw Water Pump Station



Expenditure Approval

RECOMMENDATION

Approve the expenditure of \$556,000 for FY2021 and \$700,000 for FY2022 to pay wheeling fees to Salt River Valley Water Users' Association and the Salt River Project (SRP) Agricultural Improvement and Power District for the delivery of CAP water.

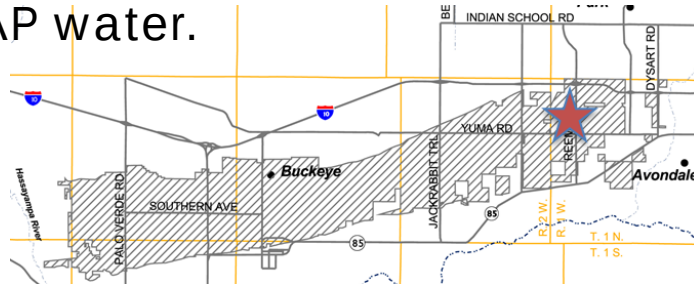


Raw Water Pump Station

Surface Water
Treatment Plant



Roosevelt Irrigation
District Lands







CITY COUNCIL ACTION REPORT

SUBJECT: BULLARD WASH IRRIGATION TAILWATER STUDY PROFESSIONAL SERVICES CONTRACT

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director; Chris Hamilton, Utilities Engineer

SUMMARY

Bullard Wash Irrigation Tailwater Study Professional Services Contract

Recommendation

Approve an agreement with the PebbleCreek Golf Resort Homeowners Association No. 1, Inc. (HOA) to enter into a professional services contract with JE Fuller for completion of a study for improvements to the Bullard Wash from Camelback Road to I-10. (Barbara Chappell, P.E., Deputy Public Works Director; Chris Hamilton, P.E., Utilities Engineer)

FISCAL IMPACT

The cost of \$76,630 covers the design concept study of Bullard Wash from Camelback Road to I-10 and a \$10,000 contingency. The cost will be split between the city (72.5%) and PebbleCreek HOA (27.5%) based on percent ownership of property covered by the study. The city's portion is funded from General funds, within the FY2022 Public Works Stormwater operating budget.

The design concept report will identify storm water improvements capable of more efficiently managing the tailwater flows through both the city Bullard Wash Property and the PebbleCreek HOA Bullard Wash Property. The overall budget needed for design and construction of improvements and future coordination with PebbleCreek for the implementation of a solution will be determined based on the result of this study. The overall project scope and budget will determine final project timing and funding source; however, staff anticipates funds will be requested midyear in FY2022.

BACKGROUND AND PREVIOUS ACTIONS

The city and the PebbleCreek HOA own property that is part of the Bullard Wash and have experienced surface flows periodically in the Bullard Wash from Camelback to the Roosevelt Irrigation District (RID) canal. These flows are a result of tailwater from the farmlands north of the city.

In 2018, JE Fuller conducted a study that identified over two hundred potential sources of tailwater with no identifiable flow patterns. The study and subsequent research did not identify a legal right by the city to prevent those flows from reaching the wash. Over the last few years, the city and PebbleCreek have repaired and improved existing pipes and other infrastructure in their respective stretches of the Bullard Wash, but the current flows are higher than the existing underground pipes can handle. These pipes were designed to address flows seen in the late 1990's and early 2000's.

Recently, even higher flows have been seen that have reached areas past PebbleCreek, reaching McDowell Road, impacting Rio Paseo Park.

STAFF ANALYSIS

The purpose of the study will be to expand upon the 2018 findings and to determine possible options to contain the surface flows and minimize the impact to residents by working together with PebbleCreek. Coordination with PebbleCreek will allow for a holistic solution where improvements of flow on the city's side can be properly handled through the PebbleCreek property.

This project is moving forward outside of the normal budget cycle due to the dynamic and emergent nature of the issue, and as a result of the opportunity to work together with PebbleCreek on solutions.

Attachments

Contract

Presentation



CITY OF GOODYEAR
PROFESSIONAL SERVICES CONTRACT
CON-22-6035

OFFICE OF PROCUREMENT
P.O. Box 5100
Goodyear, Arizona 85338
Phone: 623-882-7893

DESCRIPTION OF SERVICES: Bullard Wash Irrigation Tailwater Study Project

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the goods and/or services in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; Contractor is qualified to perform all Services required herein; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales) Number:

Arizona Contractor License Number:

City of Goodyear Business Registration No.:

Privilege Tax License Number:

Sign:

Contractor's Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip Code

Title

Date

Telephone

Email

ACCEPTANCE OF OFFER - CITY OF GOODYEAR AND HOA

Contractor's Offer is hereby accepted and a Contract awarded by the City and the HOA. Contractor is now bound to provide the goods and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Eff. Date: _____

Attested by:

Jacque Behrens, Procurement Manager

Date

Darcie McCracken, City Clerk

Approved as to form:

City Seal

Official File

Roric Massey, City Attorney

Pebblecreek Golf Resort Homeowners Association No. 1, Inc., an Arizona non-profit corporation

By: _____

Its: _____

**PROFESSIONAL SERVICES CONTRACT
STANDARD TERMS AND CONDITIONS**

CON-22-6035

This Professional Services Contract ("Contract"), is made on this _____ day June, 2021 ("Effective Date"), by and between the City of Goodyear, an Arizona municipal corporation ("City"), and PEBBLECREEK GOLF RESORT HOMEOWNERS ASSOCIATION NO. 1, INC., an Arizona non-profit corporation (the "HOA"), and, a (n) ("Contractor"). The City and the HOA engage the Contractor to perform professional services for the project known as: Bullard Wash Irrigation Tailwater Study Project ("Project"). The City, the HOA and Contractor may be referred to individually herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the City is authorized by the City Charter to execute contracts for professional services;

WHEREAS, the Contractor represents that Contractor has the requisite expertise, and is qualified to perform the services described in this Contract;

WHEREAS, a portion of the services are being performed on and with regard to property owned by the City and a portion of the services are being performed on and with regard to property owned by the HOA and the HOA and the City are sharing the cost of the services with the HOA paying 27.5% and the City paying 72.5% for said services; and

WHEREAS, the City, the HOA and Contractor desire to memorialize their agreement with this Contract.

AGREEMENT

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

SECTION 1 DEFINITIONS

- 1.1 "Contract" means this Professional Services Contract, including the standard terms and conditions, special terms and conditions, specifications/scope of work, fee schedule/price sheet, the solicitation documents, instructions to offerors (including documents referenced and included therein) and any attachments, exhibits and addendum referenced herein, the offer and any best and final offer as accepted by the City, and any amendments.
- 1.2 "Contractor" means the individual, partnership, entity, firm, company or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear.
- 1.3 "Days" means calendar days unless otherwise specified herein.
- 1.4 "Litigation Expense" means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.5 "Loss" means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.6 "Services", "Work" or "Project" means the subject matter of this Contract as set forth in the Scope of Work.

- 1.7 “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any goods or services required for the performance of the Contract.
- 1.8 “Work Product” means but is not limited to plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records and media, and all “architectural work” and “works made for hire” as defined herein and by the United States Copyright Act, 17 U.S.C. § 101, *et seq.*

SECTION 2 SERVICES PROVIDED BY CONTRACTOR

- 2.1 Scope of Work. Contractor shall provide those “Services” described in **Exhibit “A”** (Scope of Work) attached hereto and incorporated herein by reference. Additional Services, which are outside the scope of basic services contained herein shall not be performed by Contractor without prior written consent of both the City and the HOA. Authorized additional Services shall be compensated for by a fee mutually agreed upon between the City, the HOA and Contractor.
- 2.2 Professional Practices. All Services shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professionals in similar fields and circumstances in accordance with sound professional practices. Contractor is responsible for knowing and complying with all applicable laws, rules, and regulations, including all applicable building regulations, license and permits requirements.
- 2.3 Performance to the Satisfaction of the City and the HOA. Contractor agrees to perform all Services required by this Contract to the complete satisfaction of the City and the HOA and as required herein. If the quality of work is not satisfactory to the City or the HOA, in addition to any and all other remedies available by law, the City and/or the HOA, each in its discretion, has the right to do any or all of the following: (i) Meet with Contractor to review quality of work and resolve the matters of concern; (ii) Require Contractor to repeat the work at no additional fee until it is satisfactory to the City and the HOA; and/or (iii) Terminate the Contract as provided herein.
- 2.4 Investigation. Contractor warrants and agrees familiarity of the work is required to perform the Services, is satisfied as to the conditions under which it is to be performed, is competent to perform the Services and enters into this Contract based upon the Contractor’s own investigation.

SECTION 3 CONTRACT TERM

- 3.1 The Contract term shall be one (1) year commencing the Effective Date, unless terminated sooner in accordance with the provisions herein. The Contract may be extended for additional consecutive terms, not to exceed a total of five (5) years, subject to appropriations and the mutual agreement of all of the Parties.

SECTION 4 COMPENSATION AND BILLINGS/PAYMENTS

- 4.1 Compensation. Contractor’s total compensation, including those Services furnished by its Subcontractors, shall not exceed \$76,630, in accordance with the Fee Schedule found in Contractor’s offer. The Compensation shall be paid 72.5% by the City and 27.5% by the HOA.
- 4.2 Method of Billing. Contractor will invoice the City and the HOA separately with the City’s invoices reflecting/paying 72.5% of the Services and with the HOA’s invoices reflecting/paying 27.5% of the Services. Contractor will send said invoices by the 10th day of each month for Services provided during the prior month. Invoices shall contain itemized hourly fees and specifically describe the Services performed, the name of the person(s) performing the Services, and supporting documentation.
- 4.3 Review and Withholding. City’s Project Manager and the HOA’s general manager shall review invoices to certify payment requests. If an invoice is rejected, the City Project Manager or the HOA’s general manager will issue a notice of the items not approved for payment. If during the course of the Contract, Services performed do not meet the requirements set forth in the Contract, Contractor shall correct or modify the

work to comply with the Contract requirements and the City and the HOA shall have the right to withhold payment for such work until Contractor complies with the requirements of the Contract to the reasonable satisfaction of the City.

- 4.4 Payment. The City and the HOA shall pay Contractor within 30 days from the date each receives a complete, correct and approved invoice.
- 4.5 Advance/Late Payments. Advance payments are not authorized. Neither the City nor the HOA will be obligated to honor any invoices or claims which are tendered more than one (1) year after the last item of the account accrues.
- 4.6 Fund Appropriation Contingency. Funds may not presently be available for performance under this Contract beyond the City's current fiscal year starting July 1 and ending on June 30th of the following year. If payment for Contract Services extends into a new fiscal year, the City's obligation to pay for such performance is contingent upon approval of future appropriations by City Council to fund this Contract. The City shall have no legal liability to pay funds due for performance under the terms of the Contract until and unless such funds are appropriated.
- 4.7 Free on Board ("FOB") Destination. All prices are F.O.B final destination, unless otherwise provided.
- 4.8 Taxes. Contractor is solely responsible for any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 5 PROJECT TEAM/SUBCONTRACTORS/CITY PROJECT MANAGER

- 5.1 Project Team Selection. Prior to the start of any Services, Contractor shall provide the City and the HOA detailed resumes of the proposed project manager, team members, and all subcontractors Contractor wishes to assign or use to perform the Contract Services for review and final approval by the City. Contractor will maintain an adequate and competent staff of qualified persons with sufficient training, knowledge and experience consistent with applicable standards as required by this Contract. The project manager shall be responsible for and supervise all project team members and any other employees and subcontractors assigned by the Contractor. Contractor agrees that, once assigned to work under this Contract, the project manager and team shall not be removed or replaced without prior written consent of the City.
- 5.2 Discharge, Reassign, Replacement. Contractor will not discharge, reassign, replace or diminish the responsibilities of any team member approved by the City without the City's prior written consent unless that person leaves the employment of Contractor, in which case the substitute must be approved by the City. Contractor will promptly remove any project team member at the request of the City or the HOA if that member's performance does not equal or exceed the level of competence the City may reasonably expect of a person performing those duties or if the City or the HOA reasonably believes the acts or omissions of that person are detrimental to the development of the Project.
- 5.3 Coordination; Interaction. Contractor's project team are expected to work in close consultation and cooperation with all professionals working on the Project.
- 5.4 Subcontracts. Contractor shall not enter into any subcontract for the performances of any Service for this Contract without the prior approval of the City's Project Manager or the HOA. Contractor shall identify all proposed subcontractors and subcontractor's proposed responsibilities. All subcontracts shall incorporate by reference all terms and conditions of this Contract. Contractor is solely responsible for the performance and payment of its subcontractors.
- 5.5 City Project Manager. The City will designate a City Project Manager to act on behalf of the City during the term of this Contract. The City Project Manager has the authority to administer this Contract and shall oversee and monitor compliance with all Contract terms and conditions. All requests for information or decisions to be made by the City for this Contract shall be directed to the City Project Manager.

SECTION 6 LICENSING, DEBARMENT AND SUSPENSION

- 6.1 Licensing/Permits. Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract ("Approvals"). Contractor shall immediately advise the City and the HOA in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.
- 6.2 Debarment/Suspension. Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 6.3 Neither the HOA nor the City has an affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor's contracting ability.

SECTION 7 WORK PRODUCT/CONFIDENTIALITY/ENCRYPTION

- 7.1 Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this Contract and/or any related subcontract ("Intellectual Property") shall be work made for hire and the City and the HOA jointly shall be considered the creator of such Intellectual Property. The City shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the City and the HOA, within 30 days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to vest ownership of the Intellectual Property jointly in the City and the HOA and shall take no affirmative actions that may have the effect of vesting all or part of the Intellectual Property in any entity or person other than the City and the HOA. If applicable, Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract. This section is intended to apply to all original designs, plans and specifications exclusively developed for the City and the HOA by Contractor and not intended to apply to standard details, systems and specifications developed and used by Contractor which shall remain the property of Contractor and may be used with other projects without the consent of the City or the HOA. Contractor warrants, and agrees to indemnify, hold harmless and defend the City and the HOA for, from and against any claim that any Work Product infringes on third-party propriety rights. It is expressly agreed by Contractor that the covenants in this section are irrevocable and perpetual.
- 7.2 Confidential/Proprietary. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City and the HOA. Contractor shall not disclose data generated in the performance of the Services to any third person without the prior written consent of the City Manager and the HOA.
- 7.2.1 Contractor, its employees and subcontractors, in the course of their duties, may have access to financial, accounting, statistical, and personnel data of private individuals and employees of the City or the HOA. Contractor covenants that all such data, documents, discussion, or other information developed or received by Contractor or provided in performance of this Contract, whether electronic format or hard copy, are deemed confidential or restricted City information or confidential HOA information, as the case may

be, and shall be secured and protected to avoid unauthorized access, and not be disclosed by Contractor, its employees or subcontractors without prior written authorization from the City or the HOA, as the case may be.

7.2.2 At a minimum Contractor shall ensure all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

7.2.3 In the event that Contractor reasonably believes that any Confidential Data has been compromised, Contractor shall notify the City Attorney and the HOA immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach. Similarly, Contractor agrees to reimburse the HOA for any costs incurred by the HOA to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

7.2.4 Contractor agrees to comply with this section and the Information Technology Non-Disclosure Agreement attached hereto and incorporated herein by reference; noncompliance is a material breach of Contract.

- 7.3 Use by the City and the HOA. The City and the HOA may reuse the Work Product provided by Contractor and its subcontractor pursuant to this Contract at each of their respective sole discretion. In the event the Work Product is used for another project or modified by the City without further consultation with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of such use of the Work Product. In such case, City will also remove any seal and title block from the Work Product. Similarly, in the event the Work Product is used for another project or modified by the HOA without further consultation with Contractor, the HOA agrees to indemnify and hold Contractor harmless from any claim arising out of such use of the Work Product. In such case, HOA will also remove any seal and title block from the Work Product.

SECTION 8 TERMINATION

- 8.1 Termination. The City or the HOA may terminate this Contract in whole or in part, with or without cause and for any reason, including the convenience of the City or the HOA, upon thirty (30) days written notice to the Contractor.
- 8.2 Compensation. In the event of termination, Contractor shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subcontractors to cease such work. As compensation in full for Services performed to the date of such termination, the Contractor shall receive a fee for the percentage of services actually performed to the satisfaction of the City and the HOA. This fee shall be in the amount mutually agreed upon by the Contractor, the HOA and City, based on the Scope of Work and fee schedule. If there is no mutual agreement, the City Project Manager and the HOA shall jointly determine the percentage of work performed for each task detailed in the Scope of Work, with Contractor's compensation based on such determination and the fee schedule included herein.
- 8.3 Acts of Insolvency/Other. The City may terminate this Contract immediately by written notice to Contractor if any of the following occurs: Contractor becomes insolvent; makes a general assignment for the benefit of creditors; suffers or permits the appointment of a receiver for its business or assets; becomes subject to any proceeding under any bankruptcy or insolvency law, foreign or domestic; is wound up or liquidated, voluntarily or otherwise; persistently or repeatedly refuses or fails to complete the work required herein; persistently disregards law, rules or regulations; or fails to make prompt payment to subcontractors for material or labor.
- 8.4 Documents/Work Product. In the event of termination of this Contract, all documents and work product prepared by Contractor pursuant to this Contract including, but not limited to, finished or unfinished design, development and constructions documents, studies, drawings, maps and reports, shall be delivered to the City and the HOA within ten (10) days of the delivery of the termination notice to Contractor, at no cost to the City or the HOA. Any use of uncompleted documents without specific written authorization of

Contractor shall be at City's sole risk and without liability or legal expense to Contractor. Similarly, any use of uncompleted documents without specific written authorization of Contractor shall be at the HOA's sole risk and without liability or legal expense to Contractor.

SECTION 9 INSURANCE

- 9.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City and the HOA. Use of alternative insurers requires prior written approval from City and the HOA.

9.1.1 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Contract. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.

9.1.2 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

9.1.3 Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, the HOA and their respective officers, agents, employees, and volunteers arising from work performed by Contractor for the City and the HOA and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

9.1.4 Professional Liability ("E&O"). E&O liability insurance with policy limits of not less than \$1,000,000 each claim and \$2,000,000 annual aggregate limit. Contractor shall obtain and maintain, such E&O liability insurance during the life of this Contract and for three years after completion of the work hereunder.

9.1.5 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that "follows form" and applies in excess of the Commercial General Liability, Automobile Liability, and Employer's Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.

- 9.2 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City or the HOA.
- 9.3 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City and the HOA. Notice will be sent as required herein.
- 9.4 Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

9.4.1 Additional Insureds. “The City of Goodyear, Pebblecreek Golf Resort Homeowners Association No. 1, Inc. and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”

9.4.2 Additional Insured – Goodyear Ballpark and Recreational Complex. Any Contracts addressing, or related to, the Goodyear Ballpark and Recreational Complex shall also identify the Cleveland Indians Baseball Company, and the Cincinnati Reds, LLC as additional insured and endorse the same.

9.4.3 Primacy of Coverage. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.

9.4.4 Certificates of Insurance. Contractor shall provide the City and the HOA certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City and the HOA, prior to performing any services under this Contract. The insurance certificates shall be attached hereto and incorporated hereby by this reference.

9.5 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. Neither the City nor the HOA in any way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City, the HOA or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.

9.6 Non-Waiver. The City and the HOA each reserve the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, the HOA or their respective officers, officials, agents, employees and volunteers.

9.7 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City and the HOA.

9.8 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City and the HOA.

9.9 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City and the HOA as required in this Section 9.

SECTION 10 INDEMNIFICATION/RISK OF LOSS

10.1 Indemnification. Contractor shall indemnify, defend and hold harmless the City, and its officers and employees, as well as the HOA and its affiliates and their respective owners, officers, directors, employees, agents and representatives for, from and against all liabilities, damages, losses and costs, including reasonable attorneys’ fees and court costs, arising from or caused by the negligence, recklessness or intentional wrongful conduct of Contractor and any of Contractor’s subcontractors or design professionals, in any tier, who perform work or provide labor, services, and materials.

- 10.2 Indemnification – Patent, Copyright and Trademark. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, save and hold harmless the City, its elected officials, officers, agents, and employees as well as the HOA and its affiliates and their respective owners, officers, directors, employees, agents and representatives (hereinafter referred to as "Indemnitee") individually and collectively at Contractor's own expense, for, from and against any liability, including any and all expenses, losses, royalties, profits, judgments, damages, including all legal costs and expenses, court costs and attorney fees, for infringement of any patent, copyright, trademark and other proprietary rights of any third parties arising out of, related to or resulting from this Contract or use by the City or the HOA of materials furnished or Services performed under this Contract. The City may be represented by, and actively participate through, its own counsel in such suit or proceedings, if it is so desires. Similarly, the HOA may be represented by, and actively participate through, its own counsel in such suit or proceedings, if it is so desires.
- 10.3 Cooperation. In the event any claim or action is brought against the City and/or the HOA relating to Contractor's Services, Contractor shall provide the City and/or the HOA, as applicable, with any and all reasonable assistance and cooperation which the City and/or the HOA, as applicable, may require or request.
- 10.4 Title and Risk of Loss. Title and risk of loss of goods and Services shall not pass to the City or the HOA until the City and HOA authorized personnel actually receives and accepts the goods or Services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming goods shall remain with the Contractor regardless of receipt.
- 10.5 Acceptance. All material and Services are subject to final inspection and acceptance by the City and the HOA. Material or Services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be rejected by the City or the HOA. If returned or rejected, all costs are the responsibility of the Contractor.
- 10.6 Force Majeure. No Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions. If any Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 11 REPRESENTATIONS

- 11.1 Representations. Contractor represents that all Services provided under this Contract shall fully conform to the specifications of this Contract and all representations of the Contractor.
- 11.2 Safety. Contractor shall take all necessary precautions for the safety of employees on the work site and shall comply with all applicable provisions of law, rules, and regulations. If applicable, Contractor shall erect and properly maintain at all time, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public and shall post signs warning against known or unusual hazards.
- 11.3 Responsibility for Errors. Contractor shall be responsible for its work and results under this Contract. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's Project Manager and the HOA's general manager regarding any Services rendered under this Contract at no additional cost to the City or the HOA. In the event that an error or omission attributable to Contractor occurs, Contractor shall, at no cost to the City or the HOA, provide all necessary design drawings, estimates and other professional services necessary to rectify and correct the matter to the sole satisfaction of the City

and the HOA.

- 11.4 Noncompliance with Section 11 is a material breach of Contract. Section 11 shall survive the termination or expiration of this Contract.

SECTION 12 CONTRACTOR REPRESENTATIONS

- 12.1 Compliance with law. Contractor, its employees and subcontractors shall provide all Services under this Contract in compliance with all applicable laws, rules, regulations, building codes, life safety codes, and other standards and criteria designated by the City and the HOA.
- 12.2 Non-Discrimination. Contractor shall not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354 as amended; the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and Arizona Executive Order 2009-09 as amended, in performing this Contract and to permit the City and the HOA to verify such compliance.
- 12.3 E-Verify. Pursuant to the provisions of the Federal Immigration and Nationalization Act and A.R.S. § 41-4401, as amended, Contractor hereby warrants to the City and the HOA that the Contractor and each of its subcontractors will comply with all federal immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. § 23-214. The City and/or the HOA may request verification of compliance from Contractor and any of its subcontractors under this Contract. The City and the HOA reserves the right to confirm compliance. Should the City and/or the HOA suspect or find that the Contractor or any of its subcontractors are not in compliance, the City and/or the HOA may pursue any and all remedies allowed by law, including, but not limited to suspension of Services, termination of the Contract for breach or default, and suspension and/or debarment of the Contractor. All costs necessary for compliance shall be solely borne by the Contractor.
- 12.4 Evidence of lawful presence in the United States. In accordance with A.R.S. §§ 1-501, 1-502, as amended, and as a condition of entering into this Contract, a natural person shall execute an affidavit, and present one of the identification documents identified by statute, verifying their lawful presence in the U.S. Failure to execute this affidavit upon submittal of the Contract documents shall be considered nonresponsive and shall result in rejection of the submitted response and automatic cancellation of this Contract. Companies, corporations, and limited partnerships (anyone other than an individual) are not required to complete and submit this form prior to receiving a public benefit.
- 12.5 Liens. Contractor shall hold the City and the HOA harmless from claimants supplying labor or materials to the Contractor or its subcontractors in the performance of the Services required under this Contract. Contractor shall provide written certification that all liens against materials and labor have been satisfied before the City and/or the HOA will make final payment.
- 12.6 Notice of Action/Suit. Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract and/or which may affect the Contractor's performance under this Contract.
- 12.7 Advertising. Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the City Manager and the HOA.
- 12.8 Logos/Marks of the City and the HOA. Contractor shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent. Contractor shall not use any trade name, trademark, service mark, or logo of the HOA (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the HOA's express prior written consent.
- 12.9 Public Records. Contractor acknowledges all Contract documents provided to the City may be subject to disclosure pursuant to Arizona Public Records laws.

- 12.10 Conflict of Interest. Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.
- 12.11 Continuation of Services - Israel: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defines in A.R.S. § 35-393.

SECTION 13 RIGHTS/REMEDIES

- 13.1 Right of Assurance. Whenever one Party to this Contract in good faith has reason to question the other Party's intent or ability to perform, that Party questioning performance may demand that the other Party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding Party may treat this failure as an anticipatory repudiation of the Contract.
- 13.2 Stop Work Order. The City or the HOA may, at any time by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Contract for period(s) of days indicated by the City or the HOA after the order is delivered to the Contractor. The order shall be specifically identified as a Stop Work Order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer and the HOA shall jointly make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 13.3 Non-Exclusive Remedies. The rights and remedies of the City and the HOA under this Contract are non-exclusive.
- 13.4 Right of Offset. The City and/or the HOA shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City and/or the HOA, or damages assessed by the City and/or the HOA concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.
- 13.5 Strict Performance. Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of goods or Services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of any Party to insist upon the strict performance of the Contract.

SECTION 14 GENERAL PROVISIONS

- 14.1 Modification. No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by all of the Parties with authority to do so.
- 14.2 Delegation and Assignment. No Party may delegate, assign, sublet or transfer any of its rights, or performance under this Contract, except with the prior written consent of the other Party which shall not be unreasonably withheld. Any purported assignment or delegation in violation of this Section is void.
- 14.3 Third Party Beneficiary. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the City, the HOA and the Contractor, except as set forth in the indemnities and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City, the HOA and the Contractor, and not for the benefit of any other Party.
- 14.4 Disputes, Governing Law, Attorney Fees. This Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in Maricopa County Superior Court, Arizona. In the event of litigation in a U.S. District Court,

exclusive venue shall lie in the U.S. District Court located in Phoenix, Maricopa County, Arizona. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.

- 14.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of any Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 14.6 Entire Agreement. This Contract constitutes the entire agreement of the Parties and supersedes all previous representations, written or oral, with the respect to the subject matter, goods and Services specified herein. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded by this Contract. This Contract shall be construed and interpreted according to its plain meaning, and no presumption shall be deemed to apply in favor of, or against the drafting Party. The Parties acknowledge and agree that each has had the opportunity to seek and utilize legal counsel in the drafting of, review of, and entry into this Contract.
- 14.7 Severability. If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.
- 14.8 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the following order: 1. Standard Terms and Conditions; 2. Statement or Scope of Work; 3. Solicitation, Instructions to Offerors (including other documents referenced or included); 4. Offer; 5. Fee Schedule/Price Sheet; and 6. Attachments, Addendums and Exhibits
- 14.9 Independent Contractor. Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee, agent, subcontractor or subcontractor of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 14.10 Ambiguities Not Held Against Drafter. This Contract having been freely and voluntarily negotiated by all Parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 14.11 Waiver. The delay or failure of either Party at any time to require performance of compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Contract shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence of event shall not be deemed a waiver of any right a waiver of any right or remedy in respect to any occurrence or event, nor shall any waiver constitute a continuing waiver.
- 14.12 Survival. The Parties agree that each Party shall remain obligated to the other Party under all provisions of this Contract that expressly or by their nature extend beyond and survive the expiration or termination of this Contract. This includes by way of example, but not limitation, the provisions addressing insurance, indemnification, warranties, damage, Information Technology Nondisclosure, and audit provisions.
- 14.13 Time is of The Essence. Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. Contractor is providing Services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.

- 14.14 Non-Exclusive Contract. Any subsequent Contract resulting from the solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City and the HOA. Contractor acknowledges that the City and/or the HOA may enter into agreements with other contractors to obtain the same or similar services that are the subject of this Contract or may have its own employees perform services similar to those services contemplated by the Contract.
- 14.15 Audit of Records. Contractor, and its subcontractors that perform any work under this Contract, shall retain all books, accounts, reports, files and any and all other records relating to the Contract for six (6) years after completion of the Contract and upon written request, shall make such records available to the City and/or the HOA for review, inspection, and audit. Contractor shall deliver all records, at no cost to the City or the HOA, to the Goodyear City Hall, 190 N. Litchfield Road, Goodyear, Arizona, or to such other City facility within the City as designated by the City. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 14.16 Audit/Billing and Expenses. The City and the HOA each reserve the right to request supporting documentation for all hourly amounts or reimbursable expenses charged to the City and/or the HOA. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, Contractor will furnish to the City and the HOA original invoices and payroll records to support all charges. The City and the HOA each reserve the right to audit all supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City or the HOA, Contractor will provide supporting records electronically in addition to a hard copy. If the audit reveals overcharge, the Contractor will reimburse the City and the HOA upon demand for the amount of such overcharges plus interest thereon from the date paid by the City and/or the HOA as applicable through the date of reimbursement. If the overcharges exceed 5% of Contractor's compensation, Contractor shall also reimburse the City and the HOA for the cost of the audit. Contractor shall include this subsection in all contracts with subcontracts providing materials/Services for this Contract.
- 14.17 Headings/Captions. Headings and captions appearing in this Contract have been inserted for convenience of reference only and in no way define, limit, or enlarge the scope or meaning of this Contract or any provision hereof.
- 14.18 Conflict of Interest. This Contract is subject to cancellation by the City, without penalty or further obligations, pursuant to the provisions of A.R.S. § 38-511, as amended.
- 14.19 Notices. Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:

W. Scott Ogden, P.E., CFM
Project Manager / President
8400 S Kyrene Road, Ste 201
Tempe, AZ 85284

To City:

Chris Hamilton
Public Works Department
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

Copy to:

City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, AZ 85338

To HOA:
Bill Barnard, General Manager
Pebblecreek Golf Resort Homeowners Association No. 1, Inc.
3645 PebbleCreek Clubhouse Drive
Goodyear, AZ 85395

- 14.20 Modification or Waiver. Any changes, alterations, or modifications to this Contract, including agreed upon interpretation of meaning and other mutually agreed upon conditions provided for in this Contract, shall be made by written instrument executed by all Parties and adopted in the manner by which this Contract was adopted.
- 14.21 Counterparts. This Contract may be executed by the Parties in any number of separate counterparts, each of which when executed and delivered shall be deemed an original, and all such counterparts shall together constitute one original document. All signatures need not be on the same counterpart.
- 14.22 Authorization. Each Party warrants and represents that it has full power and authority to enter into and perform this Contract and the person signing on behalf of each Party has been properly authorized and empowered to enter this Contract. Each Party further acknowledges it has read this Contract, understands it, and agrees to be bound by it.
- 14.23 Electronic Signature. The signatures on this Contract may be an original signature, or an original signature that has been replicated by photocopy, electronic or other digital means or fax.

END OF STANDARD TERMS AND CONDITIONS

**EXHIBIT A
SCOPE OF WORK
JE FULLER BULLARD WASH IRRIGATION
TAILWATER STUDY QUOTE
DATED APRIL 28, 2021**

ATTACHED ON NEXT PAGE



April 28, 2021

Mr. Chris Hamilton
City of Goodyear – Utilities / Public Works Department
4980 S. 157th Avenue
Goodyear, AZ 85338

RE: Bullard Wash Irrigation Tailwater Study – Design Concept Report

Dear Chris:

Thank you for requesting this scope and fee proposal for professional engineering services from JE Fuller/Hydrology and Geomorphology, Inc. (JE Fuller). It is our understanding that the City, in partnership with Pebble Creek HOA (PC), has decided to pursue development of a design concept report (DCR) for identifying proposed project improvements and selecting a preferred alternative for advancement to full design. The following tasks are envisioned to accomplish this work:

SCOPE OF WORK

Task 1 – Project Coordination and Meetings

General project management and regular coordination with the City and PC officials via web conferencing, in person meetings, and phone and email correspondence, will be conducted as a normal part of the work. This task also includes time for conducting up to 4 special purpose meetings and presentations to City staff, PC Board members, and others as requested by the City.

TASK 2 – Data Collection and Review

Data collection will be performed to augment the existing body of data collected during the prior investigation phase. Anticipated efforts and data include:

- Recent PC obtained video and report of the existing pipe through Pebble Creek.
- Further information regarding farm usage, irrigation deliveries, and changes or alterations to the irrigation network contributing to the Bullard Wash system.
- Documentation of recent improvements/repairs/maintenance
- Information / as-builts for system south of RID Canal crossing and channelization.
- Establishing a design discharge for the project

TASK 3 – Topographic Mapping and Survey

Bare ground topography resulting in 1-foot or better ground surface mapping for the project area, sealed and certified by an AZ RLS. Deliverables will include:

- Letter of accuracy certification sealed by an AZ RLS or a contour map sealed accordingly with a certification of accuracy statement.
- Digital contours compiled to 1-foot intervals with 5-foot indexes.

- One-foot raster DTM data for building a surface model.
- Project control survey to establish a horizontal and vertical datum, basis of bearing, and benchmarks. Control as follows:
 - Horizontal: NAD 1983 State Plane Coordinates, Arizona Central Zone, International Feet (GRID)
 - Vertical: NAVD 88 (using Maricopa GDACS)
- Location survey for roadway elements (curb, gutter, sidewalk, pavement, etc.), drainage structures (catch basins, storm drain manhole rims and pipe inverts and sizes at MH, concrete valley gutters and sidewalks within channel, golf cart paths, RID canal overchute, etc.)
- Sufficient property corners adjacent to Bullard Wash to allow fitting of GIS parcel data.
- Inclusion of rectified orthophotos of the entire strip map reach.

TASK 4 – Design Concept Alternatives

JE Fuller shall prepare concept designs for the two scenarios discussed below. The designs shall include concept plan and typical section sketches, cost estimates and a pro-versus-con evaluation. The design and cost estimates shall be segregated into City and PC segments to aid in determining the division of expenses. All concepts shall be configured to preserve the existing 100-year flood conveyance properties of the Bullard Wash corridor and not adversely impact the FEMA delineated floodplain.

4.1 – Full Conveyance in Storm Drain (no surface flows)

This concept will look at the required augmentation necessary to provide storm drain capacity for the full design tailwater flow for the whole reach from Camelback Road to the outlet south of I-17. The design will leverage the existing storm drain to greatest extent possible.

4.2 – Combined Storm Drain and Surface Flow

This concept will evaluate leveraging the existing storm drain to the greatest extent possible including minor alterations or augmentation and providing conveyance for the remainder of flows as surface water. The surface flow elements shall include designs to mitigate the maintenance issues along the reach, PC golf course and roadway crossings. The reach for the surface water may be shortened to extend from Camelback to just downstream of McDowell Road.

4.3 – Draft Design Concept Report and Concept Selection Workshop

The results of Tasks 2 through 4 shall be compiled and summarized in a working draft of the design concept report (DCR) and shall be submitted to the project stakeholders for review and comment. Within 2-weeks of the submittal, the project stakeholders shall meet in workshop format to discuss the results and select a preferred alternative.

TASK 5 –Final Design Concept Report and 30% Design

The preferred alternative from Task 4.3 shall be designed to a 30% level to include line and grade plan and profile sheets, typical sections, and simple quantity, material, and cost estimates. The 30% design will consider utility conflicts, identify any easement or property needs, and any other special design considerations. The results of the 30% design shall be summarized in the project DCR and submitted to the stakeholders for review and comment. Comments on DCR will be addressed and the Final DCR will be delivered. Some comments on the 30% design may be addressed during final design.

TASK 6 –Final Design Scope and Fee

In a separate document, JE Fuller shall provide a proposed scope and fee estimate to prepare the final design plans, specifications, and cost estimates.

FEE AND SCHEDULE ESTIMATE

Labor and direct expenses for performing the work are detailed in Exhibit A will be billed on a time and material basis with an estimated Not-To-Exceed limit of \$76,630. No fees will be billed beyond that limit without prior written authorization from the City. JE Fuller will perform the above tasks within the following timeframes after receipt of an official notice-to-proceed (NTP):

TASK No.	Weeks from NTP																	
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
TASK 1																		
TASK 2																		
TASK 3																		
TASK 4																		
TASK 4 Review																		
TASK 5																		
TASK 5 Review																		
TASK 6																		

We greatly appreciate the opportunity to serve the City in this project and will be ready to begin work upon receipt of a notice to proceed. If you have any questions regarding this proposal, please do not hesitate to contact me.

Sincerely,

JE Fuller/Hydrology and Geomorphology, Inc.



W. Scott Ogden, P.E., CFM
Project Manager / President

EXHIBIT A

ESTIMATED MAN-HOURS AND DIRECT LABOR

CONSULTANT NAME: JE Fuller/Hydrology and Geomorphology, Inc.

Contract Number: CON-18-4151

PROJECT NAME: Bullard Wash Irrigation Tailwater Study – Design Concept Report

DIRECT LABOR CLASSIFICATIONS							
	Project Manager	Senior Engineer	Project Engineer	Junior Engineer/E IT	Admin		
CONTRACT TASK/PHASE	\$165.00 (\$/HR)	\$145.00 (\$/HR)	\$130.00 (\$/HR)	\$95.00 (\$/HR)	\$68.00 (\$/HR)	TOTAL MAN-HRS	TOTAL LABOR
TASK 1. PROJECT COORDINATION AND MEETINGS	40	8	8		8	64	\$9,344.00
TASK 2. DATA COLLECTION AND REVIEW	4	16		8		28	\$3,740.00
TASK 3. TOPOGRAPHIC MAPPING AND SURVEY	2			8		10	\$1,090.00
TASK 4. CONCEPT DESIGN ALTERNATIVES	8	20	20	40		88	\$10,620.00
TASK 5. DESIGN CONCEPT REPORT AND 30% PLANS	20	8	20	40	4	92	\$11,132.00
TASK 6. FINAL DESIGN SCOPE AND FEE	4					4	\$660.00
Sub Total	78	52	48	96	12	286	\$36,586.00
DIRECT AND OUTSIDE EXPENSES							
DIRECT EXPENSE ITEMS							AMOUNT
Reproduction and Copies							\$500.00
Mileage							\$200.00
Topographic Mapping and Survey Sub-Consultant							\$29,344.00
Professional Services Contingency							\$10,000.00
TOTAL LABOR AND DIRECT EXPENSES							
Total Labor							\$36,586.00
Allowances							\$40,044.00
Total Not To Exceed Fee:							\$76,630.00

4/28/2021



*Civil, Water, Wastewater, Drainage, Transportation and
Electrical/Controls Engineering • Construction Management • Surveying
California • Arizona*

April 9, 2021

Mr. Scott Ogden, PE CFM
JE Fuller
8400 S Kyrene Road, Ste 201
Tempe, AZ 85284

Sent Via Email: scott@jefuller.com

**Subject: Proposal For
Bullard Wash ITS Mapping – Surveying Services
Civiltec Proposal No. PX21026.00**

Dear Mr. Ogden:

Civiltec Engineering, Inc. (Civiltec) appreciates the opportunity to submit this proposal to JE Fuller (Client) to provide professional surveying services for the above referenced project.

PROJECT UNDERSTANDING

The project is located along Bullard Wash, between I-10 and Camelback Road in Goodyear. A strip map approximately 4 miles in length including about 250 acres is needed by JE Fuller to complete the project.

Civiltec will provide:

1. Aerial mapping and imagery; 1" = 40', 1' contour interval (5' index contours), orthorectified 4cm imagery. Deliverables will include 2D and 3D AutoCAD file of the contours and plan, 3D AutoCAD file of the DTM, ASCII format files of the DTM, Civil 3d XML surface, and orthorectified imagery.
2. Letter of accuracy certification sealed by an AZ RLS or a contour map sealed accordingly with a certification of accuracy statement.
3. Project control survey to establish a horizontal and vertical datum, basis of bearing, and benchmarks. Control as follows;
 - Horizontal: NAD 1983 State Plane Coordinates, Arizona Central Zone, International Feet (GRID)
 - Vertical: NAVD 88 (using Maricopa GDACS)



4. Location survey for roadway elements (curb, gutter, sidewalk, pavement, etc.), drainage structures (catch basins, storm drain manhole rims and pipe inverts and sizes at MH, concrete valley gutters and sidewalks within channel, golf cart paths, RID canal over chute, etc.)
5. Sufficient property corners adjacent to Bullard Wash to allow fitting of GIS county parcel data.

SCOPE OF SERVICES

Based on our understanding and professional experience, we have identified the following scope of services.

Phase 1 – Surveying Services

Task 1 – Aerial Mapping

Civiltec will subcontract with Cooper Aerial to provide the photogrammetry and mapping for the project. We will coordinate with Cooper through the delivery of the final mapping product.

Task 2 – Field Survey

We will provide the survey control, panels (16) and supplemental field survey as described in the Project Understanding. We will coordinate our field survey with JE Fuller to ensure all relevant and necessary field data is obtain for the completion of the project.

ASSUMPTIONS

1. All submittals for Civiltec's services will be made to the Client in an electronic formats (PDF). The Client will be responsible for submittals to all agencies.
2. Site boundary and easement information (GIS) will be obtained by JE Fuller. Civiltec will provide monumentation found in the field for a best fit of the GIS data. Our services do not include a boundary survey.

SCHEDULE

Civiltec is available to immediately after receiving a signed proposal. We anticipate receiving the mapping product approximately 4 weeks after the flight. We will provide most of the supplemental field survey while the mapping is being processed and will reserve some filed survey time for additional field survey once JE Fuller reviews the mapping and determines areas where additional filed survey data is needed.

FEE SCHEDULE

Civiltec's services will be provided on a fixed fee basis. The fixed fee is provided below based on our understanding of the services requested by the Client. A detailed breakdown of our fee estimate is attached.

Fee Estimate for Professional Services \$29,344.00

JE Fuller
Bullard Wash ITS Mapping
April 9, 2021
Page 3 of 6



BILLING AND PAYMENT FOR SERVICES

Civiltec will bill monthly for all work performed on behalf of the project. Payment for invoices are due within 30 days of the date of the invoice. Invoices will be provided by email (PDF).

We are looking forward to working with you and will schedule your project workload upon receipt of the signed Proposal Acceptance Sheet.

Sincerely,
CIVILTEC ENGINEERING, INC.

A handwritten signature in blue ink, appearing to read 'Chris Dusza', is written over a faint, larger blue signature.

Chris Dusza, PE, CFM
Principal

PROPOSAL ACCEPTANCE SHEET

Project Name: Bullard Wash ITS Mapping

Project Location: Goodyear, AZ

Date: April 9, 2021

Client Information:

Name: JE Fuller

Address: 8400 S Kyrene Road, Ste 201
Tempe, AZ 85284

Contact: Mr. Scott Ogden
Phone #: 480.222.5717
Email: scott@jefuller.com

SPECIAL INSTRUCTIONS: Per attached Proposal

SCOPE OF SERVICES: Per attached Proposal

CONTRACT AMOUNT: \$29,344.00

PROPOSAL ACCEPTANCE:

The Terms and Conditions of the Proposal and this page, including the TERMS AND CONDITIONS on the attached pages are:

Accepted this _____ day of _____ 2021.

Accepted by Authorized Client Representative:

Name and Title

Date



8. CLIENT DISCLOSURE. Client agrees to advise Civiltec upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that present a potential danger to human health, the environment, or equipment. By virtue of entering into this Agreement or providing services hereunder, we do not assume control of or responsibility for the site or the person in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment.

9. INDEMNITY. To the fullest extent permitted by law, the Client shall indemnify and hold harmless Civiltec, Civiltec's officers, employees, directors, shareholders, subconsultants, and subcontractors from and against all claims, damages, losses, expenses, and other costs, including costs of defense and attorney's fees resulting from the active, passive, or comparative neglect of the Client. In connection with toxic or hazardous substances or constituents and to the maximum extent permitted by law, Client agrees to defend, hold harmless and indemnify Civiltec from and against any and all claims and liabilities unless caused by our negligence or willful misconduct, resulting from:

- a) Client's violation of any federal, state or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents;
- b) Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site;
- c) Toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after the completion of services herein; and
- d) Allegations that Civiltec is a handler, generator, operator, treated, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the services provided under this Agreement.

10. DOCUMENTS. Civiltec will furnish to Client the agreed upon number of reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance in connection with the project or services provided for in this Agreement, not for advertising or other type of distribution or general publication, and are subject to the following:

- a) For any other purposes, all documents generated by Civiltec under this Agreement shall remain the sole property of Civiltec. Upon request and payment of the costs involved, Client is entitled to copies of all papers, documents and drawings provided Client's account is paid current. Client agrees to obtain our written permission for any exception for use not described here. Any unauthorized use or distribution shall be at Client's and recipients' sole risk and without liability of Civiltec;
- b) Client shall furnish documents or information reasonably within Client's control and deemed necessary by us for proper performance of our services. Civiltec may rely upon Client-provided documents in performing the services required under this Agreement; however, Civiltec assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client.

11. CLAIMS. The parties agree to attempt to resolve any dispute without resort to litigation. However, in the event a claim is made that results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in defending the claim, including all reasonable attorney's fees of both parties. The claim will be considered proven if the judgment obtained and retained through any applicable appeal is at least ten percent greater than the sum offered to resolve the matter prior to the commencement of trial.

12. OPINIONS OF COST. If requested, Civiltec will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for installation of materials, remediation or construction as appropriate based on reasonably available data, our designs or our recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise in advance, in writing with Civiltec. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, Contractor skills, and many other factors beyond our control.

13. CONFIDENTIALITY. Civiltec will maintain as confidential any documents or information provided by Client indicated to be confidential and will not release, distribute, or publish to any third party without prior permission from Client, except as compelled by order of a court or regulatory body of competent jurisdiction and then only after notice to Client.

14. SEVERABILITY. In the event that any provision of this Agreement is found to be unenforceable, the other provisions shall remain in full force and effect.

15. SURVIVAL. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between Client and Civiltec shall survive the completion of the services and their termination of this Agreement.

16. INTEGRATION. This Agreement, the attached Proposal and documents and those incorporated herein constitute the entire Agreement between the parties and cannot be changed except by a written instrument signed by both parties.

17. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of Arizona.

18. FEES. Client shall pay the costs of outside checking and inspection fees, zoning and annexation application fees, assessment fees, soils engineering fees, soil testing fees, aerial topography fees, and all other fees, permits, bond premiums, title company charges, blueprint and reproductions, and all other charges not specifically covered by the terms of this Agreement. *****END OF DOCUMENT*****



TERMS AND CONDITIONS

1. **SERVICES TO BE PROVIDED.** Civiltec Engineering, Inc. (hereinafter Civiltec) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in our proposal. Civiltec reserves the right to terminate services at any time. Payment for services rendered prior to the time of termination of services shall be due pursuant to the payment terms as described.

2. **PAYMENT TERMS.** Client agrees to pay our invoice upon receipt. If payment is not received within 30 days from the invoice date, Client agrees to pay a service charge on the past due amount at the prevailing legal rate (1 ½ percent monthly), including reasonable attorney's fees if collected by an attorney, and Civiltec reserves the right to suspend all work until payment is received. No deduction shall be made from our invoice on amount of liquidated damages or other sums withheld from payments to Contractor or others. These payment terms may be amended in the Proposal.

Either party may terminate this Agreement without cause upon 30 days written notice. In the event Client requests termination prior to completion of the proposed services, Client agrees to pay Civiltec for all costs incurred plus reasonable charges associated with the termination of the work. In this event, Client also agrees to release Civiltec from all liability for services rendered.

In the event all or any portion of the services or work product prepared or partially prepared by Civiltec be suspended, abandoned, or terminated, Client shall pay Civiltec for all fees, charges, and services provided for the project, not to exceed any contract limit specified herein. Client acknowledges if the project services are suspended and restarted, there will be additional charges due to suspension of the services, which shall be paid for by Client as extra services.

3. **STANDARD OF CARE.** Civiltec will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality. NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4. **INSURANCE.** Civiltec maintains Insurance coverage as follows:

- a) Worker's Compensation - Statutory; Employers' Liability \$1,000,000 each accident/disease/policy limit;
- b) Professional Liability - \$5,000,000 per claim, \$5,000,000 aggregate;
- c) Commercial General Liability - \$1,000,000 per occurrence, \$2,000,000 aggregate;
- d) Umbrella Liability - \$5,000,000 per occurrence, \$5,000,000 aggregate;
- e) Automobile Liability Insurance - \$1,000,000 each accident.

5. **PROFESSIONAL LIABILITY.** Client agrees that Civiltec's liability to Client or any third party due to any negligent professional acts, errors or omissions or negligent breach of contract will be limited to an aggregate of \$50,000 or our total fee, whichever is greater. If Client prefers to have higher limits of professional liability, we agree to increase the limit up to a maximum of \$5,000,000 upon Client's written request at the time of accepting our proposal, provided Client agrees to pay an additional consideration of ten percent of our total fee, or \$1,000, whichever is greater. The additional charge for the higher liability limit is because of the greater risk assumed by us and is not a charge for additional professional liability insurance.

6. **SITE OPERATIONS AND SOIL CONDITIONS.** Client will arrange for right-of-entry to the property for the purpose of performing studies, tests and evaluations pursuant to the agreed services. Client represents that it possesses necessary permits and licenses required for its activities at the site.

Civiltec makes no representations concerning soil conditions and is not responsible for any liability that may arise out of the making or failure to make soil surveys, or sub-surface soil tests, or general soil testing.

If a Contractor (not a subcontractor of Civiltec) is involved in the project, Client agrees, in accordance with generally accepted construction practices, that the contractor will be solely and completely responsible for the working conditions on the job site, including the safety of all persons and property during performance of the work, and compliance with OSHA regulations. These requirements will apply continuously and will not be limited to normal working hours. It is agreed that Civiltec will not be responsible for job or site safety on the project, other than for our employees and subcontractors.

Client acknowledges that Civiltec is not responsible for the performance of work by third parties including, but not limited to, the construction contractor and its subcontractors. Client further agrees to defend, indemnify and hold Civiltec harmless from any and all liability, real or alleged, in connection therewith, excepting liability arising from the negligence of Civiltec.

7. **UNFORESEEN CONDITIONS OR OCCURRENCES.** It is possible that unforeseen conditions or occurrences may be encountered, which could substantially alter the necessary services or the risks involved in completing our services. If this occurs, we will promptly notify and consult with Client, but will act based on our sole judgment where risk to our personnel is involved. Possible actions could include:

- a) Complete the original Scope of Services in accordance with the procedures originally intended in our Proposal, if practical in our judgment;
- b) Agree with Client to modify the Scope of services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing;
- c) Terminate the services effective on the date specified by us in writing.

Attachment A

Breakdown of Time and Fees

PX21026.00-JEF - Bullard Wash ITS Mapping
Goodyear, AZ
Time and Fee Estimate

Date: April 9, 2021
Table 13

	HOURS BY PIC	HOURS BY PM	HOURS BY PE	HOURS BY D	HOURS BY 2MS	HOURS BY SM	HOURS BY SS	Sub Consultant Cost x 1.15	TOTAL COST
Scope of Work	\$ 195.00	\$ 181.00	\$ 149.00	\$ 127.00	\$ 175.00	\$ 146.00	\$ 125.00		
Phase 1 - Surveying Services									\$ 29,344.00
Task 1 - Aerial Mapping								\$ 12,400.00	\$ 14,260.00
Task 2 -Field Survey					80	4	4		\$ 15,084.00
HOURS	0	0	0	0	80	4	4		88
BUDGET	\$ -	\$ -	\$ -	\$ -	\$ 14,000.00	\$ 584.00	\$ 500.00	\$ 14,260.00	\$ 29,344.00

PIC = Principal Engineer
SIC = Senior Engineer
PE = Project Engineer
D = Designer
DB = Draftster
CO = Construction Observer
1MS = One Person Survey Crew

PM = Project Manager
PHEL = Principal Electrical Engineer
SE = Staff Engineer
DS = Designer/Draftster
CS = Civil Surveyor
SM = Survey Manager
2MS = Two Person Survey Crew

Civiltec Project Manager

Chris Dusza 



PROJECT MANAGER
Emily Martin
602.678.5111 ext 215
emily@cooperaerial.com

Cost Proposal for Bullard Wash

Chris Dusza PE, CFM
CIVILTEC Engineering Inc.-0000
9299 West Olive Avenue Suite 405
Peoria, Arizona 85345
623.582.0970
cdusza@civiltec.com

Proposal Date:
04/08/2021
Project Location:
Goodyear, AZ

Cooper Aerial Surveys Co. is pleased to provide its cost proposal for aerial mapping and related services. This proposal is valid for thirty days from issuance date. The following is a summary of services to be provided. Please sign below and return the approved proposal to your Cooper Aerial Project Manager as acceptance of scope of services, proposed cost, and agreement to payment terms (30 days from completion of the work and provision of deliverables.)

Project Scope

Survey Services	Client will set 16 aerial targets and post-process data
Flight Services	Acquire 4cm photography for mapping and imagery
Mapping Services	1"=40' scale map with a 1 Ft CI collection of DTM, Contours & Plan
Imagery Services	Orthorectified 4cm GSD file

Estimated Duration*

18 working days from the receipt of flight and verification of control

*As COVID-19 has spread, we are potentially seeing slight delays with our mapping production team. In the short term, this is having an impact on how we serve our customers. The case may be that some of our delivery promises are longer than usual. We have taken every step to have our staff continue their work from home and are working around the clock with our IT and supporting staff to make sure Cooper Aerial stays on top of tasks and deliverables. Your projects are important to us and we intend on expediting as much as possible.



COOPER AERIAL SURVEYS CO.

PROJECT MANAGER
Emily Martin
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Deliverables for Bullard Wash

2D and 3D AutoCAD file of the contours and plan, 3D AutoCAD file of the DTM, ASCII format files of the DTM, Civil 3d XML surface, Orthorectified Imagery

Sincerely,

Emily Martin

CLIENT ACCEPTANCE

Printed Name:

Title:

Signature:

Date:

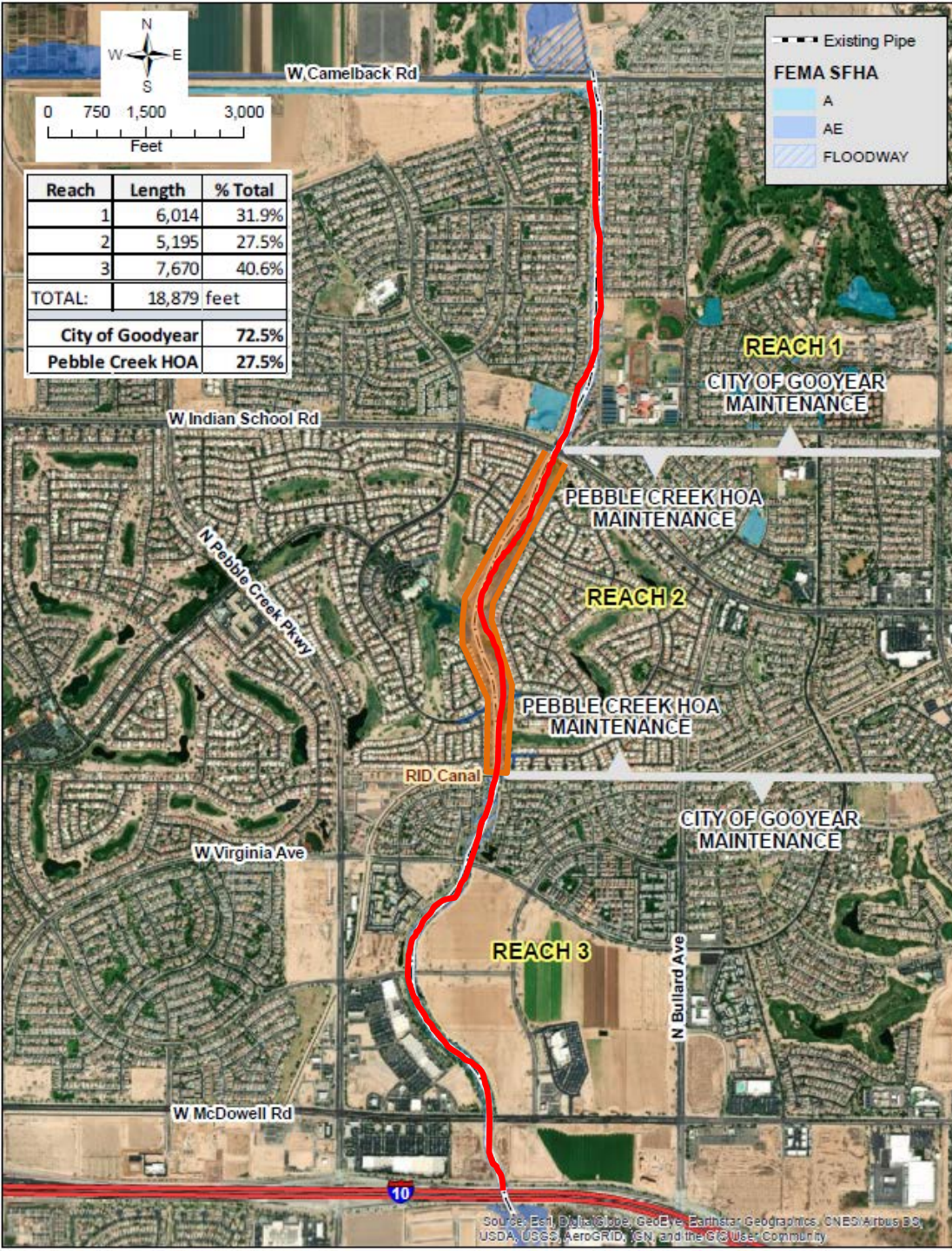
TOTAL FEE: \$12,400.00

(plus taxes where applicable)



Bullard Wash Tailwater and Drainage Study

June 21, 2021



Bullard Wash Tailwater and Drainage Study



BACKGROUND

- Reach 1 & 3 Goodyear ROW
 - Constructed early 2000s
 - Reach 1 repaired and cleaned pipe in 2019. Video check 2020
- Reach 2 (Gold) PebbleCreek HOA Property
 - Constructed in 1990s
 - Repaired and cleaned pipe in 2020
- 2020 and 2021 flows overwhelm 24" pipe

Bullard Wash Tailwater and Drainage Study



PROJECT SCOPE

- Evaluate best holistic approach to moving tailwater through the area
- Prepare design parameters and preliminary plans for this solution
 - Project could move forward jointly with PebbleCreek or separated
- Prepare preliminary cost estimate
- Delivered via a multi-party agreement where PebbleCreek and the city pay consultant JE Fuller directly

Bullard Wash Tailwater and Drainage Study



RECOMMENDATION

Approve an agreement with the PebbleCreek Golf Resort Homeowners Association No. 1, Inc. (HOA) to enter into a professional services contract with JE Fuller for completion of a study for improvements to the Bullard Wash from Camelback Road to I-10.