



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, October 25, 2021
6:00 PM

Mayor
Georgia Lord

Vice Mayor
Brannon Hampton

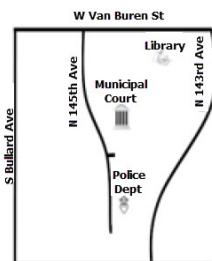
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



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

CALL TO ORDER**PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO****ROLL CALL****CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR****CONSENT****1. APPROVAL OF MINUTES****Recommendation**

Approve the draft minutes from the Regular Meeting held on September 27, 2021 and October 4, 2021. (Darcie McCracken, City Clerk)

2. APPROVE THE CREATION OF THE WESTERN AVENUE PROJECT AND ASSOCIATED BUDGET TRANSFERS**Recommendation**

Approve the creation of the Western Avenue project and associated budget transfers. (Mario Saldamando, Senior Project Manager)

3. APPROVE BUDGET TRANSFERS**Recommendation**

Approve budget transfers. (Doug Sandstrom, Finance Director)

4. INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE ADMINISTRATION OF THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)**Recommendation**

Approve the IGA with the City of Phoenix for grant administration for the Edward Byrne Justice Assistance Grant. (Santiago Rodriguez, Chief of Police)

5. ACCEPT AN EMERGENCY/GOVERNMENT SERVICES ACCESS EASEMENT FOR THE COMPASS DATACENTERS DEVELOPMENT**Recommendation**

Accept an Emergency/Government Services Access Easement from Compass Datacenters PHX I, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

6. **APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOT 15, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

Recommendation

ADOPT RESOLUTION NO. 2021-2184 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

7. **APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOTS 14 AND 19, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS**

Recommendation

ADOPT RESOLUTION NO. 2021-2187 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

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

8. **REZONE FOR HANCOCK AT CANYON TRAILS NORTH**

Recommendation

1. ADOPT RESOLUTION NO. 2021-2179, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-06 REZONE FROM PAD TO MF-12"; AND "LEGAL DESCRIPTION – CANYON TRAILS NORTH";

2. ADOPT ORDINANCE NO. 2021-1518, CONDITIONALLY REZONING

APPROXIMATELY 31 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND GARFIELD STREET FROM THE CANYON TRAILS PHASE I PLANNED AREA DEVELOPMENT TO THE MULTIFAMILY (MF-12) ZONING DISTRICT WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. (Alex Lestinsky, Senior Planner)

9. **USE PERMIT FOR A CONVENIENCE USE (SUPERSTAR CAR WASH)**

Recommendation

Approve the request for a Use Permit for a convenience use (car wash) to be constructed on approximately 1.27 acres within the property identified as Lot 2 in the approved Preliminary Plat for Quiktrip Store #1417, a copy of which is attached hereto, as reflected in the conceptual site plan attached hereto, which is located in the C-2 (General Commercial) zoning district, subject to stipulations. (Steve Careccia, Principal Planner)

10. **USE PERMIT FOR A CONVENIENCE USE (JAMBA/MCALISTER'S DELI RESTAURANT WITH DRIVE-THROUGH)**

Recommendation

Approve the request for a use permit for a convenience use (restaurant with drive-through) on a 1.88-acre parcel within the Palm Valley Phase I Planned Area Development, subject to stipulations. (Steve Careccia, Principal Planner)

BUSINESS

11. **COMPREHENSIVE SIGN PACKAGE FOR THE GOODYEAR PROFESSIONAL PLAZA**

Recommendation

Approve the supplemental comprehensive sign package for Lot 3C of the Minor Land Division Lot 3 recorded in the Official Records of Maricopa County on June 25, 2019 at Book 1463 of Maps Page 48 the Goodyear Professional Plaza, subject to stipulations. (Steve Careccia, Principal Planner)

12. **THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT**

Recommendation

ADOPT RESOLUTION NO. 2021-2182, APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT;
PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Philip Cochran, Development Agreement Coordinator)

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

November 1, 2021

Work Session

5:00 p.m.

ADJOURNMENT

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

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 October 20, 2021 at 5:50 p.m. by vm.

ITEM #: 1.
DATE: 10/25/2021
AI #:385



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on September 27, 2021 and October 4, 2021. (Darcie McCracken, City Clerk)

Attachments

September 27, 2021 Draft Regular Meeting Minutes
October 4, 2021 Draft Regular Meeting Minutes

City Council Regular Meeting

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



Monday, September 27, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON

ROLL CALL

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

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

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no public comments on non-agenda items.

CONSENT

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 1 through 10. The motion carried by the following vote:

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

Passed - Unanimously

1. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from a Regular Meeting held on September 13, 2021. (Darcie McCracken, City Clerk)

2. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR OLD CHICAGO PIZZA AND TAPROOM**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No.155544 a request by Andrea Dahlman Lewkowitz, agent/applicant for Old Chicago Pizza and Taproom, for a new Series 12 liquor license. Old Chicago Pizza and Taproom is located at 1828 N. Litchfield Rd., Goodyear, Arizona 85395 (Generally located north of McDowell Road, west of Litchfield Road). (Darcie McCracken, City Clerk)

3. **APPROVE EXPENDITURE UP TO \$675,000 FOR THE PURCHASE OF A NEW CENTRIFUGE TO REPLACE AN EXISTING UNIT AT THE GOODYEAR WATER RECLAMATION FACILITY**

Recommendation

Approve expenditure of funds up to \$675,000 to purchase a new replacement centrifuge for the Goodyear Water Reclamation Facility. (Todd Carpenter, Process Operations Manager; Barbara Chappell, Deputy Public Works Director)

4. **APPROVE AN AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCD) FOR IMPROVEMENTS AND DISCHARGE TO THE CANAL AND RELATED BUDGET TRANSFERS**

Recommendation

Approve the Agreement with the Buckeye Water Conservation and Drainage District for improvements and discharge into the canal and related budget transfers. (Barbara Chappell, Deputy Public Works Director)

5. **APPROVE EXPENDITURE OF \$2,858,184 FOR NITRATE TREATMENT IMPROVEMENTS AT SITE 18**

Recommendation

Approve expenditure of funds not to exceed \$2,858,184 for design, construction and equipment for Treatment Improvements at Site 18. (Barbara Chappell, Deputy Public Works Director and Lisa Melton, Senior Project Manager)

6. **PRELIMINARY PLAT FOR LA PRIVADA PARCELS 3 AND 7**

Recommendation

Approve the preliminary plat for La Privada Parcels 3 and 7, subdividing approximately 87.82 acres into 284 lots and 28 tracts (the "Property"), subject to stipulations and grant the City Engineer or his designee to modify stipulations provided the modifications are consistent with the intent of the stipulations being modified and are not inconsistent with the terms of any other document adopted by the Goodyear City Council related to the development of the La Privada Property. (Christian M. Williams, Planner)

7. **APPROVAL AND AUTHORIZATION TO EXECUTE THE TERMINATION OF IRRIGATION DELIVERY SERVICE, TERMINATION OF TAIL-WATER COLLECTION AND PARTIAL RELEASE AND RESTATEMENT OF EASEMENT ASSOCIATED WITH THE ROOSEVELT IRRIGATION EASEMENT AND IRRIGATION SERVICES ON THE RECREATION CAMPUS PROPERTY**

Recommendation

Authorize the City Manager to execute the Termination of Irrigation Delivery Service, a Termination of Tail-Water Collection, and a Partial Release and Restatement of Easement between the City and Roosevelt Irrigation District, an Arizona municipal corporation. (Linda Beals, Real Estate Coordinator)

8. **ACCEPTANCE OF A PUBLIC UTILITY EASEMENT ASSOCIATED WITH SOUTH SENDERO DRIVE-PHASE 2 WITHIN ESTRELLA MOUNTAIN RANCH**

Recommendation

Authorize the acceptance of the dedication of the Public Utility and Sidewalk Easement from NNP III-EMR 3, LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

9. **SETTLEMENT AND DISMISSAL OF APPEAL OF AZPDES PERMIT AZ0022357**

Recommendation

ADOPT RESOLUTION NO. 2021-2181 AGREEING TO SETTLEMENT AND DISMISSAL OF THE APPEAL THE CITY OF GOODYEAR FILED CHALLENGING THE TERMS OF AZPDES PERMIT NO. AZ0022357; PROVIDING AUTHORIZATION AND AN EFFECTIVE DATE. (Sarah Chilton, Deputy City Attorney)

10. **APPROVE BUDGET TRANSFERS**

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

PUBLIC HEARINGS

11. **REZONE APPROXIMATELY 40-ACRES FROM R1-6 (SINGLE-FAMILY) TO MF-12 AND MF-24 FOR COTTON COMMONS**

Mayor Lord opened the Public Hearing at 6:06 p.m.

Planner Christian Williams presented a request to rezone approximately 40 acres located on the southwest corner of 173rd Avenue and Lower Buckeye Road from R1-6 Single Family to Multifamily (MF-12) and (MF-24). Mr. Williams provided the general plan and zoning history of the property. He also provided information on the surrounding multifamily communities near the subject property.

Mr. Williams described the details of the proposal that included stipulations to address continuity with the surrounding area, colors, aesthetics, and diversity on product offering.

Mr. Williams discussed the virtual neighborhood meeting hosted by the applicant on June 1, 2021, where comments from the neighbors were mostly concerned with three-story rental products and loss of the mountain views to the northwest. He continued that on September 15, 2021, during the Planning and Zoning Commission meeting, nine households spoke in opposition to the rezone and members of the adjacent communities were concerned with increased traffic, increased crime, loss of views, noise, transient renters and homelessness. He noted that the Planning and Zoning Commission voted 4 to 1 to recommend approval of the rezone.

Wendy Riddell, with Berry Riddell, LLC, highlighted additional components of the rezone that included details about a powerline corridor and the setbacks. Ms. Riddell noted that a high school was anticipated to be constructed adjacent to the property within the next five years. Ms. Riddell explained that the General Plan allowed for and provided guidance to having multifamily/high density development in the area of the subject property.

The following Goodyear residents spoke in opposition to the rezone expressing concerns with traffic, loss of mountain views, crime, vandalism, decreased home values, public safety, increase in cost of living, loss of sense of community and an increase in property tax:

Lou McBee, Carl Andersan, Dennis Eickmann, Evangelina Jimenez, Michael Santoianni, Robert Leslie, Adam Brown, Brian Day, Ruth Ford, Jimmy Thomas, LaTerrence Houston, Sandra Cordova, Robin Kalde, Angela Williams and T.J. Wade.

The following Goodyear residents submitted speaker cards in opposition to the rezone, but did not wish to speak:

Candi Anderson, Linda Esposito, Lilita Calderon, Jose Carrasco, Brian and Theresa Neely, Paul Harlee, Melissa Wilkins, Karen Moffitt, Raymond Jamroz, Keven Kingsbury, Patricia Kingsbury and Briana Navejar.

The following individuals submitted speaker cards in opposition to the rezone, but did not wish to speak:

John W. Boswell and Aisha King Jones

Ms. Riddell expressed that she understood the resident's concerns noting that change and growth is hard. She went on to review the national averages on renters as well as examples of current rental apartments in Goodyear.

There being no other speakers, Mayor Lord closed the Public Hearing at 7:07 p.m.

Council inquired if there were any traffic stipulations. Mr. Williams explained that a traffic impact analysis is conducted in the zoning and site plan phases.

Council asked if the City's Code Enforcement would make sure that apartment complexes were up to code. Mr. Williams responded that Code Enforcement would ensure that the property was maintained as it was approved.

Council inquired about when the SR-303 would be built out. Engineering Director Sumeet Mohan responded that the City did not have a final construction date, but that the City was approximating a 2028 date. Mr. Mohan added that the freeway would be an above the grade crossing.

Council inquired if there was a time limit for the roads around the project to be completed. Development Services Director Christopher Baker responded that if the project was approved, it would go through the site plan, civil engineering, and building code review process. He added that a certificate of occupancy would not be issued for any of the buildings until all the infrastructure needed to support the project is completed.

Council inquired about the amenities that would keep the residents interested and engaged on the properties. Ms. Riddell stated that there would be gyms, pools,

ramadas, barbeques and a concierge package service available to the residents.

Council inquired about the general property values in the City. Finance Director Doug Sandstrom responded that the overall City valuation was an average increase of about nine percent per year. Mr. Sandstrom added that for single family residential in the city for the last four years, the increase in full cash value, which is the County Assessor's version of market value, had been 6.4 percent on average per year.

Council inquired about the percentage of the single-family housing stock versus rentals in the City. Mr. Baker replied that as of January 2021, there was approximately 33,500 single family homes and that about 15.2 percent of housing stock was multifamily. He added that Goodyear had a lower percentage of multifamily rentals than many other cities throughout the valley.

Council asked if there was information available on apartment crime. Goodyear Police Chief Santiago Rodriguez responded that he could not say nor did he have any data to show that crime was worse in apartment complexes than in residential neighborhoods. He said the community was safe and officers were working proactively with the community to combat crime.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION 2021-2169, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-05 CITY OF GOODYEAR, AZ – REZONE CASE," "LEGAL DESCRIPTION – COTTON COMMONS," "LEGAL DESCRIPTION – COTTON COMMONS MF-12 PARCEL," AND "LEGAL DESCRIPTION – COTTON COMMONS MF-24 PARCEL." The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2021-1508, CONDITIONALLY REZONING APPROXIMATELY 40-ACRES FROM R1-6 (SINGLE-FAMILY RESIDENTIAL) TO MF-12 (MULTI-FAMILY) ON THE EASTERN 19.18-ACRES AND MF-24 (MULTI-FAMILY) ON THE WESTERN 20.95-ACRES; ADOPTING FINDINGS; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:

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

Passed - Unanimously

Mayor Lord recessed the Regular Meeting at 8:06 p.m.

Mayor Lord reconvened the Regular Meeting at 8:20 p.m.

12. **REZONE APPROXIMATELY 12.7 ACRES FROM COMMERCIAL PAD (PLANNED AREA DEVELOPMENT)/C-2 (GENERAL COMMERCIAL) TO MF-24 WITH CANYON TRAILS TOWNE CENTER RESIDENCES DEVELOPMENT REGULATIONS MF-24 WITH PAD OVERLAY**

Mayor Lord opened the Public Hearing at 8:20 p.m.

Planner Christian Williams presented a request to rezone 12.7 acres located on the southeast corner of Cotton Lane and Canyon Trails Boulevard. The property was currently zoned as Commercial Planned Area Development (PAD)/General Commercial (C-2) as part of the Canyon Trails Phase I PAD.

Mr. Williams provided the zoning history of the property as well as the current multifamily locations in the area.

Mr. Williams reviewed the proposal which included rezoning the property to MF-24 Multifamily/Residential with a PAD overlay. He also reviewed the setbacks, landscaping, recreation, open space, parking and building color schemes.

Ed Bull, representing the applicant, stated he agreed with the staff report and appreciated the recommendation for approval from the Planning and Zoning Commission and from staff. Mr. Bull introduced David Malin and Jimmy McCloskey who were helping revitalize the Canyon Trails Town Center.

Mr. Malin spoke about the history of the Canyon Trails Town Center and about how bringing in mixed uses would help bring in more restaurants and box stores.

Jimmy McCloskey, with Embrey Partners, provided information about Embrey Partners and discussed the details of how Canyon Trails Town Center was selected for the development of the multifamily project.

Linda Esposito and Ron Childers, Goodyear residents, spoke in opposition to the project expressing concerns with traffic, sound, safety and how the complex does not fit within Canyon Trails Town Center and that it should remain commercial.

There being no other speakers, Mayor Lord closed the Public Hearing at 8:59 p.m.

Council requested a map of how the SR-303 would look in the area of the project. Mr. Bull presented a slide of the cross-section of the SR-303 and explained the details of the location of the freeway to the proposed development.

Council expressed their support for the project and looked forward to the further development and growth of the center.

Council thanked Mr. Williams and the applicant for a thorough presentation.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2021-2176, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED, "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-03" AND "LOT 4 LEGAL DESCRIPTION," AND "CANYON TRAILS TOWNE CENTER RESIDENCES DEVELOPMENT REGULATIONS MF-24 WITH PAD OVERLAY (JULY 2021)." The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Joe Pizzillo to ADOPT ORDINANCE NO. 2021-1516, CONDITIONALLY REZONING APPROXIMATELY 12.7 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND CANYON TRAILS BOULEVARD TO BE KNOWN AS CANYON TRAILS TOWNE CENTER RESIDENCES; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:

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

Passed - Unanimously

13. **LAKIN PARK BUNGALOWS PAD OVERLAY**

Mayor Lord opened the Public Hearing at 9:20 p.m.

Senior Planner Alex Lestinsky presented the Lakin Park Bungalows Planned Area Development (PAD) request to rezone to MF-24 with a PAD Overlay. Ms. Lestinsky reviewed the zoning of the property and the PAD Overlay details that included allowing single-family rentals and reducing rear-yard setbacks from 30 feet to 20 feet.

Ms. Lestinsky reviewed the conceptual site plans and conceptual building elevations along with a fire station analysis. She also noted that the Fire Station listed in the Council Action Report was incorrect and the correct Goodyear Fire Stations nearest to the Lakin Park Bungalows are Fire Station 184 and Fire Station 182.

Ms. Lestinsky relayed that the Planning and Zoning Commission and staff recommended approval of the rezone.

Noel Carter, General Manager of the Buckeye Water Conservation and Drainage District (BWCDD), spoke about how the PAD affected the canal system adjacent to the south side of the proposed PAD. Mr. Carter provided some photos to the Council that showed an open lateral canal that crossed the proposed PAD. Mr. Carter also discussed the issues associated with having developments adjacent to the canals. He encouraged the Council to change the PAD to industrial.

Linda Esposito, Goodyear resident, submitted a speaker card in opposition to the Lakin Park Bungalows Rezone, however, left before the item was called.

There being no other speakers present, Mayor Lord closed the Public Hearing at 9:30 p.m.

Council requested that staff address the lateral canal issues. Deputy Director of Engineering Stephen Scinto explained that should the development move forward,

during the design and civil construction drawing process, the engineer assigned to the project would work with the property owner and the BWCDD and would design a relocation or tiling of the lateral canal.

Council inquired about the plan to create a barrier from the canal. Ms. Lestinsky replied that the applicant has included a perimeter wall along the boundary of the property with no access to the canal.

Council expressed their dislike of the conceptual design of the proposed homes.

Council also expressed that they thought the canal issue should be resolved prior to the project being brought forth for Council approval.

Mr. Baker explained that the notice for the rezone was provided to all interested parties, the irrigation district being one of them. The request before the Council was to approve the rezone. Mr. Baker added that the property still needs design approval from the Engineering Department and the irrigation district before any permits will be issued.

Kyle Barichello, with RVi Planning and Landscape Architecture, spoke about the rezone stating that they were aware of the canal issue and stated they would be working side-by-side with the BWCDD throughout the site planning process.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Brannon Hampton to ADOPT RESOLUTION NO. 2021-2178, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-04"; "LAKIN PARK BUNGALOWS LEGAL DESCRIPTION"; AND "LAKIN PARK BUNGALOWS PAD OVERLAY BOOK, AUGUST 2021". The motion carried by the following vote:

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

NAY: Councilmember Sheri Lauritano, Councilmember Wally Campbell

Passed

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2021-1517, REZONING APPROXIMATELY 20 ACRES OF LAND LOCATED SOUTH OF MC-85, WEST OF SOUTH COTTON LANE FROM PLANNED AREA DEVELOPMENT (PAD) AND AGRICULTURAL URBAN (AU) TO A MULTIFAMILY RESIDENTIAL USE WITH A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. The motion carried by the following vote:

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

Passed - Unanimously

BUSINESS

14. **RATIFICATION OF THE THIRD AMENDMENT TO CITY OF PHOENIX INTERGOVERNMENTAL AGREEMENT FOR SHARED TELECOMMUNICATIONS FACILITIES**

Goodyear Chief of Police Santiago Rodriguez presented information regarding the ratification of the third amendment to the City of Phoenix Intergovernmental Agreement for Shared Telecommunications Facilities. Chief Rodriguez relayed the agreement would be extended through May 2023 and would allow for another 10-year option to renew through May 2040.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2021-2180 APPROVING THE THIRD AMENDMENT OF INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR CONTINUED SHARED TELECOMMUNICATION FACILITIES, AND PROVIDING FOR AUTHORIZATION AND RATIFICATION. The motion carried by the following vote:

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

Passed - Unanimously

15. **COVID-19 LEAVE FOR COVID POSITIVE CASES**

Human Resources Director Lyman Locket presented a request to approve reinstating paid leave for employees testing positive for COVID-19 or those having a reaction to the vaccine. Mr. Locket explained that over the last 16 months the city had successfully managed the impact of the COVID-19 pandemic without impacting city services. He added that many different mitigation strategies were implemented to stop the spread of COVID-19 amongst employees. Providing COVID-19 leave to isolate COVID-19 positive cases has proven to be one of the most effective mitigation strategies. The availability of paid leave is a key component of management and encouraging employees to stay home when they are ill.

Additionally, Mr. Locket relayed that April 1, 2020 through December 31, 2021, COVID-19 leave was federally mandated and when it expired, the City requested an extension due to a spike at that time and that extension has since expired on May 31, 2021. The city has experienced another spike and is requesting approval of paid leave for employees who test positive for COVID-19 and for those having a reaction to the vaccine. The leave would be retroactive to June 1, 2021, if approved.

Council inquired if leave would be available to those having long-term issues with COVID-19 and the vaccine. Mr. Locket responded that the City's plan is to provide leave to bridge employees to short-term disability for those with long-term health issues.

Council requested a review of this leave in 90-days.

City Manager Julie Karins clarified that the city was looking at mirroring the trigger date for this policy to the governor's declaration of emergency. She added that it was acceptable with staff to bring the policy back for review in January.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Vice Mayor Brannon Hampton to APPROVE reinstating, retroactively, paid leave for employees testing positive for COVID-19 and provide for a review by the end of January 2022. The motion carried by the following vote:

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

Passed - Unanimously

INFORMATION ITEMS

Council requested a renewed focus on the flow of traffic on Cotton Lane, Lower Buckeye and Yuma Road and become proactive on solutions for preventing 173rd Avenue from becoming a cut-through.

Council requested information on where the nearest Glendale Fire Station, by distance, is to the land being annexed near Peoria Avenue and Cotton Lane as well as the other areas being annexed along the SR-303.

Council requested information on adding Fire Station 188 into the fire station locations to see the distance from Lakin Park.

Council requested information on protecting the land around the Goodyear Airport from encroachment and about the number of attendees for the Foodtruck Roundup at the Goodyear Ballpark.

City Manager Julie Karins relayed that there was a crowd of over 8,000 visitors, with 54 food trucks and a fireworks display at the Foodtruck Roundup.

FUTURE MEETINGS

October 4, 2021	Regular Meeting	6:00 p.m.
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ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 10:12 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 September 27, 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 Regular Meeting

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



Monday, October 4, 2021

6:00 p.m.

Meeting Minutes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR LORD

ROLL CALL

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

Absent: **Councilmember Sheri Lauritano**

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

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to EXCUSE Councilmember Sheri Lauritano. The motion carried by the following vote:

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

Passed - Unanimously

COMMUNICATIONS

1. **MAYOR LORD READ A PROCLAMATION RECOGNIZING OCTOBER AS DOMESTIC VIOLENCE AWARENESS MONTH AND PRESENT IT TO MYRIAH MHOON, EXECUTIVE DIRECTOR, NEW LIFE CENTER.**

Mayor Lord read a proclamation recognizing October as Domestic Violence Awareness Month.

Executive Director of the New Life Center, Myriah Mhoon, thanked the Mayor and the Council and added that the New Life Center was turning 30 this year, and that because of the community, the Center is thriving and better than ever. Ms. Mhoon expressed that without the City of Goodyear, the Police and Fire Chiefs, New Life Center would not be

leaders in combatting and responding to domestic and sexual violence.

Council thanked Ms. Mhoon and the Center for the work they do for the victims and the community.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

Gail Quillen, Goodyear resident, expressed concerns with the downgrading and upkeep of the landscaping in Palm Valley Phase I.

Ron Quillen, Goodyear resident, congratulated the City on having a good budget, but did not like the methods that were used to get there. He went on to express concerns with the brightness of the LED lighting throughout the neighborhood. He also relayed his concerns with the landscaping.

CONSENT

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda Items 2 through 6. The motion carried by the following vote:

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

Passed - Unanimously

2. GROUNDWATER SAVINGS FACILITY AGREEMENT WITH ROOSEVELT IRRIGATION DISTRICT

Recommendation

1. Approve the Groundwater Facility Agreement between the Roosevelt Irrigation District and the City of Goodyear, Arizona.
2. Authorize and direct the City Manager or her designee to take any and all actions to execute all documents necessary to carry out the intent of these agreements.
(Gretchen Erwin, Water Resources and Sustainability Manager)

3. AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCD) FOR REPAIR AND IMPROVEMENTS TO THE BULLARD WASH OUTFALL

Recommendation

Approve the Agreement with the Buckeye Water Conservation and Drainage District for repairs and improvements to the Bullard Wash Outfall and the expenditure of funds to meet the terms of the Agreement. (Barbara Chappell, Deputy Public Works Director)

4. **APPROVE EXPENDITURE UP TO \$692,600 FOR THE PURCHASE OF RED ZONE GEAR**

Recommendation

Approve expenditure of funds up to \$692,600 to purchase remaining Red Zone particulate blocking firefighter turnout ensembles for all sworn personnel. (Paul Luizzi, Fire Chief)

5. **CONSENT TO ASSIGNMENT OF ESTRELLA AGREEMENTS**

Recommendation

Approve and authorize City Manager to execute a Consent to Assignment in the draft form attached as Exhibit 1, allowing a limited liability company that includes as its members and/or managers, Harvard Investments, Toll Brothers and Varde Partners, that will be acquiring interests of NNP III — Estrella Mountain Ranch, a Delaware Limited Liability Company, NNP III – EMR 3, LLC, a Delaware limited liability company, NNP III – EMR 4, LLC, a Delaware limited liability company, and Special AZ Properties I, LLC, an Arizona limited liability (collectively the “NNP Entities”) in real property subject to the various agreement to assume the NNP Entities rights, title, interest, in, and obligations under various agreements with the City. (Roric Massey, City Attorney)

6. **CONSENT TO ASSIGNMENT OF MADEIRA AGREEMENTS**

Recommendation

Approve and authorize City Manager to execute a Consent to Assignment in the draft form attached as Exhibit 1, allowing a limited liability company that includes as its members and/or managers, Harvard Investments, Toll Brothers and Varde Partners, that will be acquiring interests of Madeira-Maricopa, LLC, a Delaware limited liability company (“Madeira”) in real property subject to the various agreement to assume Madeira’s rights, title, interest, in, and obligations under various agreements with the City. (Roric Massey, City Attorney)

BUSINESS

7. **2022 INAUGURAL TOUR DE CURE ARIZONA: 56**

City Manager Julie Karins provided information about how a cycle ride would take advantage of the assets in the west valley. Ms. Karins stated that the City has found a partner to help make the ride a reality for the community. She relayed that it would be a private event that would bring tourism to the City and put Goodyear on the map. She introduced Aaron Dunn with the American Diabetes Association (ADA) to provide information on the vision and proposal of bringing the ride to Goodyear.

Mr. Dunn provided details about the ADA’s mission and statistics noting that approximately \$34 million people are diagnosed with diabetes in America. He presented a video that highlighted some of the aspects of the impact that is being made through events such as the Tour de Cure.

Mr. Dunn spoke about the Tour De Cure Arizona:56 which would be the first ride of 2022 and provided information about the ride's history. He also reviewed the notable ride locations and the different routes that were inspired by locations in the west valley and the ADA.

Mr. Dunn explained the particulars of putting the event together that included the vision of the ride, identified partners, mapping, event production, communication and marketing and the volunteer plan.

Ms. Karins discussed that in-kind services would be required to support the race. She noted the date of the race is scheduled for Sunday, March 6, 2022.

Council appreciated that the City of Goodyear would be a significant partner for the event and that they were supportive of the ride.

Council thanked Mr. Dunn for choosing the west valley and being able to showcase the west valley's many assets.

Council inquired about the cost for fire services in-kind. Ms. Karins replied that public safety combined, police and fire, would be an estimated \$32,000 that includes putting together a plan for a safe ride in advance and in addition to the day of activities.

Council expressed concern with parishioners having issues accessing churches on the day of the race. Mr. Dunn responded that he would look at the route and adjust it to accommodate access to churches.

MOTION BY Councilmember Joe Pizzillo, SECONDED BY Councilmember Bill Stipp to APPROVE support of the American Diabetes Association's Tour de Cure Arizona: 56 through the provision of public safety in-kind services. The motion carried by the following vote:

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

Passed - Unanimously

INFORMATION ITEMS

Ms. Karins provided an update on the Ballet Under the Stars event that was held at the Estrella Lakeside Amphitheater. She noted that there was over 4,000 people in attendance. She stated that Ballet Arizona shared that the Goodyear performance had the largest audience from all other performances. Ms. Karins thanked Goodyear City staff from police, streets, sanitation, and parks and recreation.

FUTURE MEETINGS

October 18, 2021

Work Session

5:00p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 6:43 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 October 4, 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

ITEM #: 2.
DATE: 10/25/2021
AI #:503



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE THE CREATION OF THE WESTERN AVENUE
PROJECT AND ASSOCIATED BUDGET TRANSFERS**

STAFF PRESENTER(S): Mario Saldamando, MPA, PMP Senior Project
Manager

SUMMARY

Approve the creation of the Western Avenue project and associated budget transfers.

Recommendation

Approve the creation of the Western Avenue project and associated budget transfers. (Mario Saldamando, Senior Project Manager)

FISCAL IMPACT

On July 12, 2021, Council approved the addition of Capital Improvement Plan (CIP) Project 42042 Western Avenue Demo and Parking Lot to the FY2022-26 CIP in the amount of \$1.9 million to be funded using general funds in FY2023. This authorizes required budget transfers and advances funding to FY2022 allowing the project to start and finish 12 months earlier than originally planned.

BACKGROUND AND PREVIOUS ACTIONS

At the Work Session of July 12, 2021, Council directed staff to create a \$1.9M Capital Improvement Plan (CIP) project for inclusion in the FY2023 budget, to pursue option two, which is to raze the buildings, create parking and add green space to the city owned properties located at the northeast corner of Western Avenue and Litchfield Road.

STAFF ANALYSIS

Staff recommends moving this CIP project up, to begin as soon as possible, due to having project management capacity to support the project and avoid any further delays. If approved, project design will begin in November 2021, project demo will begin in January 2023 and project completion in August 2023.

ITEM #: 3.
DATE: 10/25/2021
AI #:520



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET TRANSFERS

STAFF PRESENTER(S): Doug Sandstrom Finance Director

OTHER PRESENTER(S):

None

SUMMARY

Approve budget transfers

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Budget transfers requiring City Council approval are presented, as necessary throughout the year. The FY2022 expenditure limitation budget was adopted on June 07, 2021.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2020-2039.

Review of budget transfers keeps the Council and general public informed about the city's current fiscal year revenues and expenditures.

Attachments

Budget Transfers Report

City Council Budget Transfers Report - FY2022

Council Agenda Date: 10/25/2021

Date	Transfer Journal No.	Reason Needed	Transfer Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	Expenditure/Use of or (Savings/Addition to) Fund Balance				
							General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
9/22/2021	2022-03-649	The federal amount (ADOT) for project #42032 "Litchfield Road ITS Project" is capped at \$487,600. Any project overage is the city's responsibility per the IGA between the city and ADOT. This budget transfer is needed to increase the project's budget for the bid opening results from ADOT on 9/17/2021.	\$114,300	General		\$114,300					
9/22/2021	2022-03-650	The federal amount (ADOT) for project # 42033 "McDowell Road ITS Project" is capped at \$297,500. Any project overage is the city's responsibility per the IGA between the city and ADOT. This budget transfer is needed to increase the project's budget for the bid opening results from ADOT on 9/17/2021.	\$91,400	General		\$91,400					
10/5/2021	2022-04-71	The budget for the citywide class and compensation study was estimated at \$90,000 based on other local studies, however the vendor that will complete the study provided a quote for \$107,500. The additional amount of \$17,500 will be transferred from available budget that was carried over for excessive unemployment costs due to COVID, which are no longer needed.	\$17,500	General		\$17,500					

ITEM #: 4.
DATE: 10/25/2021
AI #:523



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE ADMINISTRATION OF THE DEPARTMENT OF JUSTICE EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG)

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY

The City of Phoenix is administering the Edward Byrne JAG funding on behalf of Maricopa County.

Recommendation

Approve the IGA with the City of Phoenix for grant administration for the Edward Byrne Justice Assistance Grant. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

The DOJ Edward Byrne Memorial JAG program is funded by the Department of Justice and managed by the Bureau of Justice Assistance. The grant award for FY2022 is \$14,181, with no matching fund requirement from the City of Goodyear.

BACKGROUND AND PREVIOUS ACTIONS

The Bureau of Justice Assistance (BJA) is responsible for managing the Edward Byrne Memorial JAG program for the Department of Justice. In the past the City of Goodyear has received a direct award from BJA for this grant. However, if the county and multiple municipalities within that county are eligible for direct awards that exceed 400% of the county's total award amount, the county must administer the grant. The City of Phoenix has been designated as the administration entity for Maricopa County for the FY2022 awards. This agreement allocates 10% of our DOJ grant allocation (\$15,757) to the City of Phoenix for administration functions that it will perform on behalf of Goodyear. The total funding amount for FY2022 will be \$14,181. The City of Phoenix is requiring an IGA with the City of Goodyear in order to administer the Edward Byrne JAG program.

STAFF ANALYSIS

The IGA with the City of Phoenix allows the Goodyear Police Department to utilize the DOJ Edward Byrne JAG program award allocation of \$14,181 to provide tactical training for members of the special assignment unit. The Office of the Chief has weighed the benefits of the training and accepts the City of Phoenix's 10% administration fee

Attachments

Phoenix IGA for Edward Byrne

CONTRACT NO _____

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
THE CITY OF CHANDLER
AND
THE TOWN OF GILBERT
AND
THE CITY OF GLENDALE
AND
THE CITY OF GOODYEAR
AND
THE COUNTY OF MARICOPA, ARIZONA
AND
THE CITY OF MESA, ARIZONA,
AND
THE CITY OF PEORIA
AND
THE CITY OF SCOTTSDALE
AND
AND THE CITY OF SURPRISE
AND
THE CITY OF TEMPE
AND
THE CITY OF PHOENIX, ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #: 16.738)**

Pursuant to A.R.S. §11-952, this Intergovernmental Agreement (AGREEMENT) is entered into as of the 1st day of October, 2020 by and between the City of Avondale, Arizona (AVONDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Avondale Police Department; City of Chandler, Arizona (CHANDLER), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Chandler Police Department; City of Gilbert, Arizona (GILBERT), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Gilbert Police Department; City of Glendale, Arizona (GLENDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Glendale Police Department; City of Goodyear, Arizona (GOODYEAR), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Goodyear Police Department; Maricopa County (COUNTY), a political subdivision duly organized and existing under the laws of the State of Arizona, for and on behalf of the Maricopa County Office of the Medical Examiner; City of Mesa, Arizona (MESA), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Mesa Police Department; City of Peoria, Arizona (PEORIA), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Peoria Police Department; City of Scottsdale, Arizona (SCOTTSDALE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Scottsdale

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Police Department; City of Surprise, Arizona (Surprise), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Surprise Police Department; City of Tempe, Arizona (TEMPE), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Tempe Police Department; and the City of Phoenix, Arizona (PHOENIX), a municipal corporation duly organized and existing under the laws of the State of Arizona, for and on behalf of the Phoenix Police Department. AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE and PHOENIX may also referred to individually as 'PARTY' or collectively as 'PARTIES'.

RECITALS

WHEREAS, the PARTIES have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

WHEREAS, a disparity exists between the funding eligibility of the PARTIES as determined by 42 USC § 3755 (d)(3)(4); and

WHEREAS, Federal law requires that units of local government within a group of jurisdictions identified as disparate to agree upon an allocation process; and

WHEREAS, the PARTIES believe it to be in their best interests to reallocate the JAG funds to resolve said disparity;

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 are hereby acknowledged, the PARTIES hereby agree as follows:

SECTION 1

The purpose of this AGREEMENT is to reallocate the funds available to the PARTIES from the Edward Byrne Memorial Justice Assistance Grant (JAG) Program and to resolve disparities in compliance with 42 USC § 3755 (d)(3)(4). In compliance therewith the PARTIES agree PHOENIX shall receive all the funds and distribute the funds to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE as follows:

1. PHOENIX agrees to receive **\$1,554,900** from the JAG award for the PHOENIX JAG Program; and
2. PHOENIX agrees to pay AVONDALE a total of **\$19,247** of JAG funds; and
3. PHOENIX agrees to pay CHANDLER a total of **\$44,750** of JAG funds; and
4. PHOENIX agrees to pay GILBERT a total of **\$17,090** of JAG funds; and
5. PHOENIX agrees to pay GLENDALE a total of **\$78,712** of JAG funds; and

6. PHOENIX agrees to pay GOODYEAR a total of **\$14,181** of JAG funds; and
7. PHOENIX agrees to pay COUNTY a total of **\$71,537** of JAG funds; and
8. PHOENIX agrees to pay MESA a total of **\$136,382** of JAG funds; and
9. PHOENIX agrees to pay PEORIA a total of **\$29,308** of JAG funds; and
10. PHOENIX agrees to pay SCOTTSDALE a total of **\$29,890** of JAG funds; and
11. PHOENIX agrees to pay SURPRISE a total of **\$10,254** of JAG funds ; and
12. PHOENIX agrees to pay TEMPE a total of **\$65,088** of JAG funds; and
13. PHOENIX shall retain **\$1,038,461** for the JAG Program (collectively “allocated funds”).
14. PHOENIX agrees to make all payments to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE within thirty (30) days after receipt of the JAG funds by PHOENIX.

SECTION 2

The PARTIES agree to use allocated funds for the JAG Program on or before September 30, 2024.

SECTION 3

- 1. Term.** The term of this AGREEMENT shall commence simultaneously with the FY2021 JAG grant program year on October 1, 2020 and continue until September 30, 2024 unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant.
 - A. Obligations of PHOENIX.** PHOENIX agrees to administer the Funds as provided in Section 1, and shall:
 - (a) Ensure that the funds received by PHOENIX are dispersed to AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE in accordance to this AGREEMENT; and
 - (b) Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
 - B. Obligations of AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE.** During the term of this AGREEMENT, AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY, MESA, PEORIA, SCOTTSDALE, SURPRISE, AND TEMPE:

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

- (a) Agree that PHOENIX will administer the Funds as provided in Section 1; and
 - (b) Will maintain and provide to PHOENIX all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations; and
 - (c) Will be responsible for the actions of their respective employees in providing services under this AGREEMENT and shall hold harmless the PARTIES to this AGREEMENT from any liability that may arise from the furnishing of the services by the other PARTIES.
- 2. DISCLAIMER.** This AGREEMENT is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the PARTIES, and the rights and obligations of the PARTIES shall be only those expressly set forth in this AGREEMENT.
- 3. NON-AVAILABILITY OF FUNDS.** Each payment obligation of the PARTIES created hereby is conditioned on the availability of funds. The PARTIES recognize that the continuation of this AGREEMENT after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the PARTIES represent that said budget items will be actually adopted.

SECTION 4

The PARTIES to this AGREEMENT do not intend for any third party to obtain a right by virtue of this AGREEMENT.

SECTION 5

Notice is given that pursuant to A.R.S. 38-511 the PARTIES may cancel any AGREEMENT without penalty or further obligation within three years after execution of the AGREEMENT, if any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the PARTY is at any time while the AGREEMENT or any extension of the AGREEMENT is in effect, an employee or agent of any other party to the AGREEMENT in any capacity or consultant to any other party of the AGREEMENT with respect to the subject matter of the AGREEMENT. Additionally, pursuant to A.R.S. 38-511 the PARTIES may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the AGREEMENT on behalf of the PARTIES from any other party to the AGREEMENT arising as the result of the AGREEMENT.

SECTION 6

By entering into this AGREEMENT, the PARTIES do not intend to create any obligations express or implied other than those set out herein. Further, this AGREEMENT shall not create any rights in any party not a signatory hereto.

SECTION 7

The PARTIES warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

SECTION 8

Each PARTY (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other PARTY (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

SECTION 9

Each PARTY agrees to comply with the federal certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug free workplace requirements for this grant.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the PARTIES certify that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

Pursuant to Executive Order 12549, Debarment and Suspension, implemented at 2 CFR Part 2867, for prospective participants in primary covered transactions, as defined at 2 CFR Section 2867.20(a), and other requirements:

A. The PARTIES certify that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this AGREEMENT 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 under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Have not within a two-year period preceding this AGREEMENT been convicted of a felony criminal violation under any Federal law, unless such felony criminal conviction has been disclosed in writing to the Office of Justice Programs (OJP) at Ojpcompliance@usdoj.gov , and, after such disclosure, the has received a specific written determination from OJP that neither suspension nor debarment of the PARTY is necessary to protect the interests of the Government in this case.
- (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (e) Have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where any PARTY is unable to certify to any of the statements in this certification, said PARTY shall attach an explanation to this AGREEMENT.

3. DRUG-FREE WORKPLACE

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 83, Subpart F, for grantees, as defined at 28 CFR Sections 83.620 and 83.650:

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an on-going drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

- (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the granting agency, and the PHOENIX Grant Administrator (Exhibit A), in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

As the duly authorized representative of the PARTY, the undersigned hereby certify that the PARTY will comply with the above certifications.

(Remainder intentionally left blank. Signatures to follow)

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INRERGVERNMENTALAGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF AVONDALE

This Agreement is in the proper legal form
and is within the powers and authority
granted under the laws of this State to those
parties represented by the undersigned legal
counsel.

By: _____

Type Name: Charles Montoya

Its: City Manager

Avondale City Attorney

Attest: _____

Type Name: Nicholle Harris

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF CHANDLER

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Sean E. Duggan

Its: Chief of Police

Chandler Assistant City Attorney

Attest: _____

Type Name: Dana DeLong

Date _____

Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

TOWN OF GILBERT

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Brigette Peterson

Its: Mayor

Attest: _____

Gilbert Town Attorney

Type Name: Chaveli Herrera

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF GLENDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Kevin R. Phelps

Its: City Manager

Attest: _____

Glendale City Attorney

Type Name: Julie K. Bower

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF GOODYEAR

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Julie Arendall

Its: City Manager

Attest: _____

Goodyear City Attorney

Type Name: Roric Massey

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

COUNTY OF MARICOPA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Jack Sellers

Its: Chairman, Board of Supervisors

Attest: _____

Maricopa Deputy County Attorney

Type Name: Juanita Garza

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF MESA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Christopher J. Brady

Its: City Manager

Attest: _____

Mesa Police Staff Attorney

Type Name: DeeAnn Mickelsen

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF PEORIA

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Jeff Tyne

Its: City Manager

Attest: _____

Peoria City Attorney

Type Name: Rhonda Geriminsky

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF SCOTTSDALE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: David Ortega

Its: Mayor

Attest: _____

Scottsdale City Attorney

Type Name: Ben Lane

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF SURPRISE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Michael Frazier

Its: City Manager

Attest: _____

Surprise City Attorney

Type Name: Sherry Aguilar

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF TEMPE

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Corey D. Woods

Its: Mayor

Attest: _____

Tempe City Attorney

Type Name: Carla R. Reece

Date _____ Date: _____

CONTRACT NO _____

THE STATE OF ARIZONA
COUNTY OF MARICOPA

INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)

CITY OF PHOENIX

This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.

By: _____

Type Name: Ed Zuercher

Its: City Manager

Attest: _____

Phoenix City Attorney

Type Name: Denise Archibald

Date _____ Date: _____

**EXHIBIT A
TO
INTERGOVENMENTAL AGREEMENT
BETWEEN
CITY OF AVONDALE, CHANDLER, GILBERT, GLENDALE, GOODYEAR, COUNTY,
MESA, PEORIA, SCOTTSDALE, SURPRISE, TEMPE, AND CITY OF PHOENIX,
ARIZONA
FOR
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM
FY 2021 LOCAL SOLICITATION (CFDA #16.738)**

Notices provided under this AGREEMENT shall be directed to the following persons:

The CITY of <u>AVONDALE</u> : Name: Kimberly Martinez Address: 11485 W. Civic Center Dr. Address: Address: City/St/Zip: Avondale, AZ 85323 Phone: 623-333-7204 Fax: 623-333-0071	The CITY of <u>CHANDLER</u> : Name: Melanie R. Smith Address: Mail Stop 303M Address: P.O. Box 4008 Address: City/St/Zip: Chandler, AZ 85244-4008 Phone: 480-782-4085 Fax: 480-782-4110
The TOWN of <u>GILBERT</u> : Name: Michael Soelberg, Address: Chief of Police Address: 75 E. Civic Center Dr. Address: City/St/Zip: Gilbert, AZ 85296 Phone: 480-635-7272 Fax: 480-635-7695	The CITY of <u>GLENDALE</u>: Name: David Rice Address: 6835 N 57th Dr. Address: Address: City/St/Zip: Glendale, AZ 85301 Phone: 623-930-3296 Fax: 623-931-2103
The CITY of <u>GOODYEAR</u> : Name: Jennifer Calovini Address: 14455 W. Van Buren St. Address: Suite E-101 Address: City/St/Zip: Goodyear, AZ 85338 Phone: 623-882-7805 Fax: 623-882-3007	The County of <u>MARICOPA</u> : Name: Amy A. Rex Address: Office of the Medical Examiner Address: 701 W. Jefferson St. Address: City/St/Zip: Phoenix, AZ 85007 Phone: 602-506-8062 Fax: 602-506-1546
The CITY of <u>MESA</u> : Name: Dorothy O'Brien Address: P.O. Box 1466, MS 6610	The CITY of <u>PEORIA</u> : Name: Heather Cammarata Address: 8351 W. Cinnabar Ave.

JUSTGRANTS APPLICATION ID NUMBER: GRANT13429092 (Mandatory)

Address: Address: City/St/Zip: Mesa, AZ 85211-1466 Phone: 480-644-2331 Fax: 480-644-2857	Address: Address: City/St/Zip: Peoria, AZ 85345 Phone: 623-773-7069 Fax: 623-773-5029
The CITY of <u>SCOTTSDALE</u> : Name: Christy Alonzo Address: 8401 E. Indian School Rd. Address: Address: City/St/Zip: Scottsdale, AZ 85251 Phone: 480-312-1993 Fax:	The CITY of <u>SURPRISE</u> : Name: Benny Pina Address: Chief of Police Address: 14250 W. Statler Plaza Address: Suite 103 City/St/Zip: Surprise, AZ 85374 Phone: 623-222-4020 Fax:
The CITY of <u>TEMPE</u> : Name: Miyoung Kim Address: 120 E. 5 th St. Address: Police Department Address: City/St/Zip: Tempe, AZ 85281 Phone: 480-350-8358 Fax:	The CITY of <u>PHOENIX</u> : Name: Denise Varnell Address: Phoenix Police Department Address: 4th Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix, AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613

ITEM #: 5.
DATE: 10/25/2021
AI #:532



CITY COUNCIL ACTION REPORT

**SUBJECT: ACCEPT AN EMERGENCY/GOVERNMENT SERVICES ACCESS
EASEMENT FOR THE COMPASS DATACENTERS
DEVELOPMENT**

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

SUMMARY

Acceptance of an Emergency/Government Services Access Easement to provide access to a new lot within the Compass Datacenters development located at the northwest corner of Yuma Road and Bullard Avenue.

Recommendation

Accept an Emergency/Government Services Access Easement from Compass Datacenters PHX I, LLC, 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 2022 or future years with the acceptance of this easement.

BACKGROUND AND PREVIOUS ACTIONS

Compass Datacenters PHX I, LLC, a Delaware limited liability company ("Compass") has submitted a Minor Land Division of Parcel 1 Compass Datacenters-PHX I ("MLD"). This MLD will split the existing Parcel 1 creating a new lot, which is described as ("Lot 1"). Lot 1 is not adjacent to an existing roadway, which would create a landlocked property. City staff has required Compass to provide an easement for access and utilities to benefit Lot 1 and to provide the city with an Emergency/Government Services Access Easement to allow the city and other emergency and government services providers to access the proposed Lot 1.

STAFF ANALYSIS

City staff has determined that the Emergency/Government Services Access Easement is necessary in order for the city and other emergency/government services providers to access and serve Lot 1.

Emergency Access Easement

When recorded Mail to:

City of Goodyear
City Clerk/lrb
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

**EMERGENCY/GOVERNMENT SERVICES
ACCESS EASEMENT**

GRANTOR:

**COMPASS DATACENTERS PHX I,
LLC, a Delaware limited liability
company**

GRANTEE:

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

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **COMPASS DATACENTERS PHX I, LLC, a Delaware limited liability company**, (“GRANTOR”) does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, (“GRANTEE”), its successors and assigns, a perpetual Emergency/Government Services Access Easement. The Emergency/Government Services Access Easement shall be a permanent easement on, over, across, above and through the real property described in Exhibit “A,” attached hereto and incorporated herein (the “Easement Area”), for use by the City of Goodyear and other entities for the purposes provided herein. The purpose of this easement is to: (i) provide access for emergency services providers, including the City of Goodyear, to respond to calls for emergency services, (ii), provide access for government service providers, including the City of Goodyear, to provide government services; and (iii) to allow the City of Goodyear including its contractors the right, but not the obligation, to construct, maintain, repair and/or replace improvements within the Easement Area as needed to provide access for emergency and government service providers.

GRANTOR, its successors and assigns, shall construct improvements within the Easement Area consistent with all applicable federal, state, and/or local laws, ordinances, policies, procedures or other requirements applicable to emergency access ways in effect at the time of the construction of the emergency access improvements, including by way of example, but not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manuals for improvements needed for emergency access (the “Emergency Access Road”). GRANTOR, its successors and assigns, shall maintain, the Emergency Access Road in good working condition and shall repair and replace the

Emergency Access Road as needed to have an Emergency Access Road in good working condition.

GRANTEE shall have no responsibility or liability for the construction, operation, maintenance or repair of the Emergency Access Road. GRANTEE shall have the right, but not the obligation to construct, maintain, replace and/or repair the Emergency Access Road and if GRANTEE exercises this right because of the failure of GRANTOR its successors and assigns to construct, maintain, replace and/or repair the Emergency Access Road, the City shall be entitled to recover from GRANTOR its successors and assigns the costs incurred by the City in constructing, maintaining, replacing and/or repairing the Emergency Access Road and for all expenses, including, without limitation, reasonable attorney fees, incurred by the GRANTEE in recovering such costs.

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.

The easement conveyed is a non-exclusive easement and GRANTOR reserves for itself, its successors and assigns, all such rights and privileges in the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the emergency access road constructed within the Easement Area including the right to grant additional non-exclusive easements in all or part of the real property described in Exhibit "A" that are not inconsistent with the GRANTEE'S easement rights conveyed herein and that do not, modify, interfere with or endanger the Emergency Access Road constructed within the Easement Area. GRANTOR, its successors and assigns shall not locate, erect, construct or permit to be located, erected or constructed, any building or other structure or drill any well within the Easement Area.

This Emergency/Government Services Access Easement constitutes a covenant running with the land for the benefit of GRANTEE, its successors and assigns, and is binding upon GRANTOR and all successors and assigns in interest or title to the Easement Area.

IN WITNESS WHEREOF, this instrument is executed this 14th day of October, 2021.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR:

COMPASS DATACENTERS PHX I, LLC,
a Delaware limited liability company

By: _____

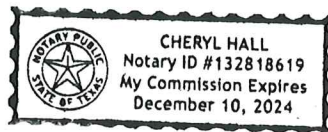
J. Jared Day, President

State of Texas)
)ss.
County of Dallas)

Before me, CHERYL HALL, on this day personally appeared J. Jared Day, proved to me by his Texas driver's license to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act of Compass Datacenters PHX I LLC, a Delaware limited liability company as its President for the purposes and consideration expressed in the instrument.

Given under my hand and seal of office this 14th day of OCTOBER, 2021.

(Seal)



Cheryl Hall
Notary Public Signature

Signatures, Acknowledgements and Exhibits Continued on Following Pages

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

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this ____ day of _____, 20__, personally appeared before me
_____, 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"

**COMPASS DATACENTERS – PHX I
PHASE 1 UTILITY LINE EASEMENT
LEGAL DESCRIPTION**

A portion of Parcel 1 of the Final Plat of "Compass Datacenters - PHX I" as filed in Book 1476, Page 49, Maricopa County Records, situated within the East half of Section 8, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

PARCEL 1:

COMMENCING at a found 3 inch Maricopa Department of Transportation brass cap in hand hole accepted as the East Quarter corner of said Section 8 from which a found 3 inch City of Goodyear brass cap flush accepted as the Southeast corner thereof bears South 00°49'24" West, 2638.23 feet;

Thence South 00°49'24" West, 70.00 feet along the east line of the Southeast Quarter of said Section 8;

Thence leaving said east line, North 89°26'35" West, 65.00 feet to the **POINT OF BEGINNING**;

Thence North 89°26'35" West, 383.59 feet;

Thence South 00°33'22" West, 340.00 feet;

Thence South 89°26'38" East, 332.00 feet;

Thence South 00°49'24" West, 96.00 feet;

Thence North 89°26'38" West, 37.93 feet;

Thence South 00°33'22" West, 746.45 feet to a point herein referred to as POINT "A";

Thence North 89°16'40" West, 55.23 feet to a point herein referred to as POINT "B";

Thence North 00°32'07" East, 679.33 feet;

Thence North 54°30'28" West, 116.93 feet;

Thence North 89°26'38" West, 299.20 feet;

Thence South 45°33'19" West, 94.70 feet;

October 5, 2021

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Thence South 00°33'22" West, 636.14 feet to a point herein referred to as POINT 'C';

Thence North 89°26'38" West, 60.00 feet to a point herein referred to as POINT "D";

Thence North 00°33'22" East, 783.10 feet;

Thence South 89°26'40" East, 94.23 feet;

Thence North 00°33'22" East, 42.02 feet;

Thence South 89°26'38" East, 54.64 feet;

Thence North 00°33'22" East, 403.97 feet;

Thence South 89°26'38" East, 366.41 feet;

Thence North 00°33'22" East, 70.00 feet;

Thence South 89°26'30" East, 152.93 feet;

Thence South 00°49'43" West, 25.03 feet;

Thence South 45°49'43" West, 42.43 feet;

Thence South 00°49'43" West, 35.12 feet;

Thence South 00°49'23" West, 22.86 feet;

Thence South 44°10'17" East, 42.43 feet;

Thence South 00°49'24" West, 17.00 feet to the **POINT OF BEGINNING**.

PARCEL 2:

BEGINNING at aforementioned POINT "A";

Thence South 89°16'40" East, 34.45 feet;

Thence South 00°48'55" West, 159.00 feet;

Thence North 88°50'16" West, 33.73 feet;

Thence South 00°33'22" West, 581.01 feet;

October 5, 2021

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Thence North 89°26'38" West, 577.49 feet;

Thence North 00°33'22" East, 783.10 feet to aforementioned POINT "D";

Thence South 89°26'38" East, 60.00 feet to aforementioned POINT "C";

Thence South 00°33'22" West, 587.90 feet;

Thence South 31°05'21" East, 147.07 feet;

Thence South 89°26'38" East, 335.90 feet;

Thence North 45°50'39" East, 69.56 feet;

Thence North 00°32'07" East, 620.97 feet to aforementioned POINT "B";

Thence South 89°16'40" East, 55.23 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 380199 sq. ft. (8.7282 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

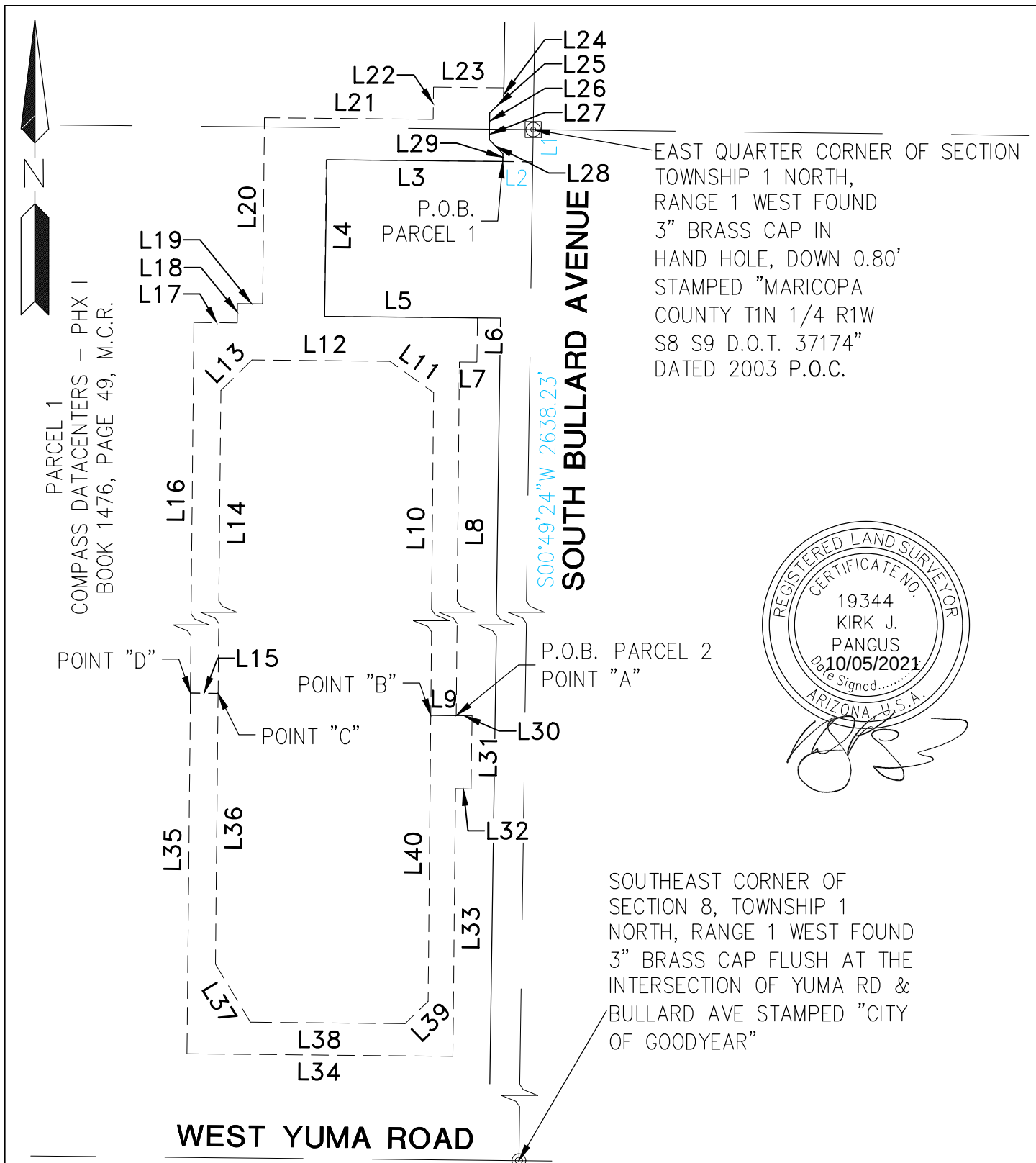
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No: 1854
Date: October 2021



October 5, 2021

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

PAGE 1 OF 2

PROJ.NO.: 1854	COMPASS DATACENTERS – PHX I PHASE 1 UTILITY LINE EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: OCT. 2021		
SCALE: N.T.S.		
DRAWN BY: RG	EXHIBIT	
CHECKED BY: KJP		

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	S00°49'24"W	70.00'
L2	N89°26'35"W	65.00'
L3	N89°26'35"W	383.59'
L4	S00°33'22"W	340.00'
L5	S89°26'38"E	332.00'
L6	S00°49'24"W	96.00'
L7	N89°26'38"W	37.93'
L8	S00°33'22"W	746.45'
L9	N89°16'40"W	55.23'
L10	N00°32'07"E	679.33'
L11	N54°30'28"W	116.93'
L12	N89°26'38"W	299.20'
L13	S45°33'19"W	94.70'
L14	S00°33'22"W	636.14'
L15	N89°26'38"W	60.00'
L16	N00°33'22"E	783.10'
L17	S89°26'40"E	94.23'
L18	N00°33'22"E	42.02'
L19	S89°26'38"E	54.64'
L20	N00°33'22"E	403.97'

LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L21	S89°26'38"E	366.41'
L22	N00°33'22"E	70.00'
L23	S89°26'30"E	152.93'
L24	S00°49'43"W	25.03'
L25	S45°49'43"W	42.43'
L26	S00°49'43"W	35.12'
L27	S00°49'23"W	22.86'
L28	S44°10'17"E	42.43'
L29	S00°49'24"W	17.00'
L30	S89°16'40"E	34.45'
L31	S00°48'55"W	159.00'
L32	N88°50'16"W	33.73'
L33	S00°33'22"W	581.01'
L34	N89°26'38"W	577.49'
L35	N00°33'22"E	783.10'
L36	S00°33'22"W	587.90'
L37	S31°05'21"E	147.07'
L38	S89°26'38"E	335.90'
L39	N45°50'39"E	69.56'
L40	N00°32'07"E	620.97'



PAGE 2 OF 2

PROJ.NO.: 1854	COMPASS DATACENTERS – PHX I PHASE 1 UTILITY LINE EASEMENT GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602 490 0535 / F: 602 368 2436
DATE: OCT. 2021		
SCALE: NONE		
DRAWN BY: RG	EXHIBIT	
CHECKED BY: KJP		

ITEM #: 6.
DATE: 10/25/2021
AI #:536



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOT 15, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval of the Letter of Intent and authorization to enter into a Purchase Agreement to acquire Lot 15 of Ballpark Village-Wood Corporate Campus.

Recommendation

ADOPT RESOLUTION NO. 2021-2184 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

FISCAL IMPACT

The purchase price for the property is \$1,485,675. In addition to the purchase price, the City will be responsible for paying one-half of the closing costs, which includes apportioned taxes and fees. These costs and fees are estimated at \$10,000. The City is requesting a budget transfer of \$1,500,000 from unallocated General Fund beginning balance to provide the required funds to proceed with the acquisition.

BACKGROUND AND PREVIOUS ACTIONS

The City recently became aware that the property located directly behind center plate at the Goodyear Ballpark (Lot 15 – Ballpark Village-Wood Corporate Campus) was placed on the market for sale. The Lot 15 Property is approximately 110,050 square feet (2.53 Acres) and is listed for \$15 per square foot, which totals \$1,650,750. The property has a use restriction, which limits the use to a hotel and other uses incidental to a hotel. Staff is working with the Communities Southwest who controls the use restriction to have it removed from the property. Prior to negotiating the purchase of the property from Byrd Enterprises of Arizona,

staff researched available comparable sales and considered the unique location of the site, as well as the existing use restriction. The negotiation with the owner and their representative resulted in the City entering into a Letter of Intent in the amount of \$13.50 per square foot, which calculates to \$1,485,675.

STAFF ANALYSIS

Due to its location, the City believes this parcel is a unique property that will provide the City with future opportunities to partner with an end-user that will enhance the Goodyear Ballpark facility and/or may be utilized for future City needs.

Attachments

Resolution w-Exhibits

RESOLUTION NO. 2021-2184

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in their best interest to purchase an approximate 110,050 square foot (2.53 Acre) property located at 1800 S. Wood Blvd., Goodyear, Arizona, 85338 which is legally described on the attached "Exhibit A" attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, the City has worked with Byrd Enterprises of Arizona, an Arizona corporation the owner of the property and their broker (the "Owner") to enter into the Letter of Intent to purchase the Property. The fully executed Letter of Intent is included as Exhibit "B" and by reference made a part hereof; and

WHEREAS, the purchase price for the Property is calculated at \$13.50 per square foot, for a total purchase price of \$1,485,675, which is supported by comparable sales information. In addition to the purchase price, the City will be responsible for paying one-half of the closing costs, which includes apportioned taxes and fees; and

WHEREAS, Staff estimates the cost of the closing costs, legal fees, the cost of having the legal descriptions prepared and other associated fees required to complete this transaction to be an additional \$10,000.00 over and above the purchase price; and

WHEREAS, in order for the City to purchase the Property it is necessary to create a new account and to complete a budget transfer in the amount of \$1,500,000 from the General Fund to the new account.

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

SECTION 1. Approve the Letter of Intent attached hereto as Exhibit "B" to purchase the Property as legally described on the attached Exhibit "A."

SECTION 2. Authorize the City Manager to enter into a Purchase Agreement consistent with the terms of the Letter of Intent.

SECTION 3. Authorize and direct the City Manager or her designee to take any and all actions and execute all documents necessary to carry out the intent of this Resolution, and the Letter of Intent, including, by way of example, but not limited to,

executing the Purchase Agreement authorized herein, preparing the conveyance documents for the Property; and accepting the Property on behalf of the City.

SECTION 4. Authorize and approve the necessary budget transfer in the total amount of \$1,500,000 to the appropriate new account.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION

Lot 15 BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50 and recorded in Replat of Lot 15 in Book 1214 of Maps, page 19, and Affidavit of Correction recorded January 16, 2015 at Recording No. 2015-0031953, records of Maricopa County, Arizona.

**EXHIBIT “B”
LETTER OF INTENT**

[On the following pages]

City of Goodyear
City Manager's Office



October 15, 2021

Mr. David Byrd
Byrd Enterprises of Arizona, Inc.
2000 N. Litchfield Road
Goodyear, AZ 85395

Re: Letter of Intent – Lot 15, Ballpark Village-Wood Corporate Campus

Dear Mr. Byrd,

This Letter of Intent is submitted with the understanding that it is not intended to be contractual in nature, but is merely a statement of general terms and conditions under which the Buyer, is prepared to consider the purchase of the Subject Property (as defined below). Because this Letter of Intent contains only part of the terms of conditions that are normally contained in a Purchase Agreement, in no event whatsoever shall either party have any liability or obligation to the other party with regard to the transaction contemplated by this Letter of Intent unless and until a complete, definitive Purchase Agreement is executed and delivered by both parties.

- 1. Buyer:** City of Goodyear, an Arizona Municipal corporation, hereafter referred to as "Buyer"
- 2. Seller:** Byrd Enterprises of Arizona, Inc., an Arizona corporation, hereafter referred to as "Seller"
- 3. Subject Property:** Lot 15 BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50 and recorded in Replat of Lot 15 in Book 1214 of Maps, page 19, and Affidavit of Correction recorded January 16, 2015 at Recording No. 2015-0031953, records of Maricopa County, Arizona.
- 4. Purchase Price:** \$13.50 SF - \$1,485,675
- 5. Opening of Escrow:** Buyer shall Open Escrow within three (3) days upon receipt of the fully executed Purchase Agreement. Agent/Office to be determined by Buyer.
- 6. Close of Escrow:** Within ninety (90) days from opening escrow.



7. **Earnest Money Deposit:** A ten thousand dollar (\$10,000) Earnest Money Deposit shall be deposited with a Title Company within (7) business days of the Opening of Escrow. The Earnest Money Deposit shall be applied to the Purchase Price at the Close of Escrow.
8. **Feasibility Period:** Buyer shall have Sixty (60) days from the opening of escrow to satisfy itself as to the suitability of the Subject Property for the Buyer's intended use ("Feasibility Period").

During the Feasibility Period, Buyer will have the right to inspect the Subject Property. Seller shall permit access to the Subject Property to Buyer and persons and companies as so designated by Buyer, with the right to perform any reasonable non-invasive tests upon the Property that Buyer deems necessary. In the event Buyer discovers any condition(s) that make the property unacceptable to Buyer, Buyer may, at any time during the Feasibility Period, cancel the Purchase Agreement. In the event the Buyer cancels the Purchase Agreement during the Feasibility Period, the Earnest Money Deposit shall be returned to the Buyer, the Purchase Agreement shall be deemed null and void, and neither party shall have any further obligation or liability to the other except any provisions in the Purchase Agreement that survive such cancellation.

Within five (5) working days of the Opening of Escrow, to the extent it has such items in its possession, Seller agrees to provide Buyer the following items for Buyer's use during the Feasibility Period:

1. Preliminary Title Report & Commitment for a standard coverage title insurance in the amount equal to the purchase price.
2. Seller shall provide copies of existing ALTA surveys, copies of existing site plans, and all environmental reports that include the Subject Property.
3. A complete list and copies of any non-cancellable contracts pertaining to the Property, including existing Lease documents.
4. A copy of the most recent Phase I Environmental Report for the Subject Property.
5. Copies of any CC&R's affecting the Subject Property



9. **Closing Fees & Proportions:** Buyer and Seller shall split all customary escrow fees. Seller shall pay for the Buyer's standard Owner's Title Insurance Policy. Buyer shall pay for extended owner's title insurance policy and endorsements desired by Buyer. Property taxes shall be apportioned and prorated to the close of escrow. Any assessments or liens against the subject property incurred by Seller shall be removed at the close of escrow and Title Company shall be in a position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.
10. **City Manager & Council Approval:** Any Purchase Agreement resulting from this Letter of Intent will be subject to the review and approval by the City Council of the City of Goodyear.
11. **Brokerage:** Seller acknowledges and hereby confirms that any commission due for this sale/purchase of the Subject Property shall be paid by Seller.
12. **Termination:** This Letter of Intent will expire, without further notice, at the earlier of the following: on October 18, 2021 at 5:00PM AZ time unless Seller signs and delivers its acceptance of the Letter of Intent before that time; and November 30, 2021 at 5:00 PM AZ time unless a Purchase Agreement mutually acceptable to Buyer and Seller has been executed by Seller.

Sincerely,

Julie Karins, ICMA-CM
City Manager

APPROVED AS TO FORM

City Attorney

[Acceptance on the following page]



AGREED AND ACCEPTED

Seller: Byrd Enterprises of Arizona, Inc.,
an Arizona corporation

Signature: DocuSigned by:
David Byrd

D5950E349C5144E...

Printed Name: David Byrd

Its: Vice President

Date: 10/15/2021

ITEM #: 7.
DATE: 10/25/2021
AI #:541



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF LETTER OF INTENT AND AUTHORIZATION TO ENTER INTO PURCHASE AGREEMENT FOR LOTS 14 AND 19, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Approval of the Letter of Intent and authorization to enter into a Purchase Agreement to acquire Lots 14 and 19 of Ballpark Village-Wood Corporate Campus.

Recommendation

ADOPT RESOLUTION NO. 2021-2187 APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE. (Roric Massey, City Attorney)

FISCAL IMPACT

The purchase price for the property is \$4,400,000. In addition to the purchase price, the City will responsible for paying one-half of the closing costs, which includes apportioned taxes and fees. These costs and fees are estimated at \$20,000. The City is requesting a budget transfer of \$4,420,000 from the unallocated General Fund beginning balance to provide the required funds to proceed with the acquisition.

BACKGROUND AND PREVIOUS ACTIONS

The City recently determined that based upon the recent sales and development within the Ballpark Village-Wood Corporate Campus, it would be in the City's best interest to invest in the remaining lots in close proximity to the Goodyear Ballpark. Specifically in this case we have reached out to Communities Southwest as the owner of Lots 14 and 19 to determine if they were interested in selling the lots to the City. The first property is Lot 14, which approximately 49,052 square feet (1.13 Acres) and is located at the southeast corner of Goodyear Boulevard and Ballpark Way. The second property is Lot 19, which is

approximately 219,400 square foot (5.04 Acre) and located at the southeast corner of Festival Way and Ballpark Way. Communities Southwest has agreed to sell the two lots for \$4,400,000, which equates to approximately \$16.39 per square foot. The negotiated price includes Communities Southwest's rights to the sales tax rebates, the land/swap deed reversionary rights and the right to control the use restriction for Lot 15, which currently limits the use to a hotel.

Prior to negotiating the purchase of the properties from Communities Southwest, staff researched available comparable sales, considered the unique locations of the lots, as well as the benefits to the City of obtaining the rights to the sales tax rebates, the land/swap deed reversionary rights and control of the use restriction on Lot 15 of Ballpark Village-Wood Corporate Campus.

STAFF ANALYSIS

Due to the locations of these two properties, the City believes they are unique and will provide the City with future opportunities to partner with end-users that will enhance the Goodyear Ballpark facility and/or may be utilized for future City needs. This transaction will also benefit the City by removing any existing rights for the owner of these properties to request lot exchanges for the City's existing parking parcels, provides the City with control of the use restriction that is currently in place on Lot 15, and will eliminate any requirement for the City to pay any tax rebates on the properties.

Attachments

Resolution with Letter of Intent

RESOLUTION NO. 2021-2187

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE LETTER OF INTENT FOR ACQUISITION OF REAL PROPERTY; AUTHORIZING THE CITY MANAGER TO ENTER INTO A PURCHASE AGREEMENT CONSISTENT WITH THE TERMS OF THE LETTER OF INTENT; AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO ACQUIRE THE REAL PROPERTY; AUTHORIZING AND APPROVING THE REQUIRED BUDGET TRANSFER; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City has determined that it is in their best interest to purchase two (2) properties located in close proximity to the City's Ballpark Facility. The first site is an approximate 49,052 square foot (1.13 Acre) property located at the southeast corner of Goodyear Boulevard and Ballpark Way and is legally described on Exhibit "A" attached hereto and by reference made a part hereof ("Lot 14"). The second site is an approximate 219,400 square foot (5.04 Acre) property located at the southeast corner of Festival Way and Ballpark Way which is legally described on Exhibit "B" attached hereto and by reference made a part hereof ("Lot 19"). Lot 14 and Lot 19, collectively, shall be referred to as (the "Property"); and

WHEREAS, the City has worked with Communities Southwest representing the entities that own Lot 14 and Lot 19 (the "Owner") to enter into the Letter of Intent to purchase the Property. The fully executed Letter of Intent is included as Exhibit "C" and by reference made a part hereof; and

WHEREAS, the purchase price for the Property calculates to approximately \$16.39 per square foot, for a total purchase price of \$4,400,000. This purchase price also includes the rights to the sales tax rebates, the land/swap deed reversionary, and control of the use restriction for Lot 15 of Ballpark Village-Wood Corporate Campus. The purchase price is supported by comparable sales information; and

WHEREAS, in addition to the purchase price, the City will be responsible for paying one-half of the closing costs, which includes apportioned taxes and fees. Staff estimates the cost of the closing costs, legal fees, the cost of having the legal descriptions prepared and other associated fees required to complete this transaction to be an additional \$20,000 over and above the purchase price; and

WHEREAS, in order for the City to purchase the Property it is necessary to create a new account and to complete a budget transfer in the amount of \$4,420,000 from the General Fund to the new account.

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

SECTION 1. Approve the Letter of Intent attached hereto as Exhibit "C" to purchase the Property as legally described on the attached Exhibit "A" and Exhibit "B."

SECTION 2. Authorize the City Manager to enter into a Purchase Agreement consistent with the terms of the Letter of Intent.

SECTION 3. Authorize and direct the City Manager or her designee to take any and all actions and execute all documents necessary to carry out the intent of this Resolution, and the Letter of Intent, including, by way of example, but not limited to, executing the Purchase Agreement authorized herein, preparing the conveyance documents for the Property; and accepting the Property on behalf of the City.

SECTION 4. Authorize and approve the necessary budget transfer in the total amount of \$4,420,000 to the appropriate new account.

SECTION 5. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT "A"
LEGAL DESCRIPTION
LOT 14

Lot 14, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50.

EXHIBIT "B"
LEGAL DESCRIPTION
LOT 19

Lot 19, BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 50.

**EXHIBIT “C”
LETTER OF INTENT**

[On the following pages]

City of Goodyear
City Manager's Office



October 20, 2021

Mr. Greg Lehmann
Executive Vice President
Communities Southwest
7001 N. Scottsdale Rd., #1015
Scottsdale, AZ 85253

Re: Letter of Intent – Lots 14 & 19, Ballpark Village-Wood Corporate Campus

Dear Mr. Lehmann,

This Letter of Intent is submitted with the understanding that it is not intended to be contractual in nature, but is merely a statement of general terms and conditions under which the Buyer, is prepared to consider the purchase of the Subject Property (as defined below). Because this Letter of Intent contains only part of the terms of conditions that are normally contained in a Purchase Agreement, in no event whatsoever shall either party have any liability or obligation to the other party with regard to the transaction contemplated by this Letter of Intent unless and until a complete, definitive Purchase Agreement is executed and delivered by both parties.

- 1. Buyer:** City of Goodyear, an Arizona Municipal corporation, hereafter referred to as “Buyer”
- 2. Seller:**

Lot 14: CSWR141 GOODYEAR 14, LLC, an Arizona limited liability company

Lot 19: CSWR141 GOODYEAR 8, LLC, an Arizona limited liability company

Sales Tax Rebates, Use Restriction Lot 15, and Land Swap/Deed Reversionary Rights as per whichever entity may hold those rights

Collectively “Seller”
- 3. Subject Property:** Lots 14 & 19 BALLPARK VILLAGE-WOOD CORPORATE CAMPUS, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 996 of Maps, Page 60. Including all rights to: Sales Tax Rebates, Use Restriction Lot 15 and Land Swap/Deed Reversionary Rights.



4. **Purchase Price:** \$4,400,000.00
5. **Opening of Escrow:** Buyer shall Open Escrow within three (3) days upon receipt of the fully executed Purchase Agreement. Agent/Office to be determined by Buyer.
6. **Close of Escrow:** Within ninety (90) days from opening escrow.
7. **Earnest Money Deposit:** A ten thousand dollar (\$10,000.00) Earnest Money Deposit shall be deposited with a Title Company within (7) business days of the Opening of Escrow. The Earnest Money Deposit shall be applied to the Purchase Price at the Close of Escrow.
8. **Feasibility Period:** Buyer shall have Sixty (60) days from the opening of escrow to satisfy itself as to the suitability of the Subject Property for the Buyer's intended use ("Feasibility Period").

During the Feasibility Period, Buyer will have the right to inspect the Subject Property. Buyer must insure and indemnify Seller for liability related to these activities. Seller shall permit access to the Subject Property to Buyer and persons and companies as so designated by Buyer, with the right to perform any reasonable non-invasive tests upon the Property that Buyer deems necessary. In the event Buyer discovers any condition(s) that make the property unacceptable to Buyer, Buyer may, at any time during the Feasibility Period, cancel the Purchase Agreement. In the event the Buyer cancels the Purchase Agreement during the Feasibility Period, the Earnest Money Deposit shall be returned to the Buyer, the Purchase Agreement shall be deemed null and void, and neither party shall have any further obligation or liability to the other except any provisions in the Purchase Agreement that survive such cancellation.

Within five (5) working days of the Opening of Escrow, to the extent it has such items in its possession, Seller agrees to provide Buyer the following items listed in Exhibit "1".



9. **Closing Fees & Proportions:** Buyer and Seller shall split all customary escrow fees. Seller shall pay for the Buyer's standard Owner's Title Insurance Policy. Buyer shall pay for extended owner's title insurance policy and endorsements desired by Buyer. Property taxes shall be apportioned and prorated to the close of escrow. Any assessments or liens against the subject property incurred by Seller shall be removed at the close of escrow and Title Company shall be in a position to issue a policy of title insurance to Buyer in the full amount of the Purchase Price showing good and marketable title vested in Buyer subject only to such exceptions to title as have been approved by Buyer during the Feasibility Period.
10. **City Manager & Council Approval:** Any Purchase Agreement resulting from this Letter of Intent will be subject to the review and approval by the City Council of the City of Goodyear. Seller to provide draft of Purchase Agreement.
11. **Brokerage:** Seller acknowledges and hereby confirms that any commission due for this sale/purchase of the Subject Property shall be paid by Seller. Seller represents that it is represented by Land Advisors Organization and will pay said commission. Buyer represents that it has no broker representation.
12. **Termination:** This Letter of Intent will expire, without further notice, at the earlier of the following: on October 20, 2021 at 5:00PM AZ time unless Seller signs and delivers its acceptance of the Letter of Intent before that time; and November 30, 2021 at 5:00 PM AZ time unless a Purchase Agreement mutually acceptable to Buyer and Seller has been executed by Seller.

Sincerely,



Julie Karins,
City Manager

APPROVED AS TO FORM



City Attorney



AGREED AND ACCEPTED

Seller Lot 14:
CSWR141 GOODYEAR 14, LLC
an Arizona limited liability company

By: CSWRH Goodyear, LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc.
an Arizona corporation
Its: Manager

Signature: Mike Kern

Printed Name: Mike Kern

Its: President

Date: 10/20/2021

Signature: Luka Vignjevic

Printed Name: Luka vignjevic

Its: CFO

Date: 10/20/2021



Seller Lot 19:
CSWR141 Goodyear 8, LLC,
an Arizona limited liability company

By: CSWRH Goodyear, LLC
an Arizona limited liability company
Its: Manager

By: Communities Southwest, Inc.
an Arizona corporation
Its: Manager

Signature: Mike Kern

Printed Name: Mike Kern

Its: President

Date: 10/20/2021

Signature: Luka Vignjevic

Printed Name: Luka Vignjevic

Its: CFO

Date: 10/20/2021

EXHIBIT "1"**Goodyear Ballpark****Due Diligence Exhibit
City of Goodyear 2021**

Note: Items that have been ~~crossed-out~~ were deemed unnecessary for this transaction. If the Buyer would like them, they are available and will be provided.

Tab	Item	Dated
1.	Wood Corporate Center ALTA Survey — Seller Provided	12-07-07
2.	Wood Corporate Campus & Ballpark Village Final PAD	5-17-07
3.	Ballpark Area Property Settlement Agreement Summary	3-19-12
4.	Color Coded Plat and Property Description	N/A
5.	Final Plat for Ballpark Village – Wood Corporate Campus and Notice of Correction recorded 01-16-15	7-18-08
6.	Goodyear Community Profile	N/A
7.	M&I Provided Phase I Environmental Site Assessment Part 1	5-01-09
8.	M&I Provided Phase I Environmental Site Assessment Part 2	N/A
9.	M&I Provided Phase I Environmental Site Assessment Part 3	N/A
10.	City of Goodyear Ordinance 07-1073 for Conditional Rezoning	5-30-07
11.	Amended and Restated Development Agreement Ballpark Village (N Parcel)	8-01-12
12.	Goodyear Ballpark & Recreational Complex City Package	N/A
13.	2011 Settlement Agreement & Release	05-2011
14.	Goodyear Ballpark — Key Economic Impact Facts 2012 & 2013	N/A
15.	2007 Land Conveyance Agreement – Recording No. 2007-0659896	05-29-07
16.	Special Warranty Deed Eagletail to City – Recording No. 2007-0720200	06-22-07
17.	Special Warranty Deed Swansea to City – Recording No. 2007-0720201	06-22-07
18.	Special Warranty Deed Parking Parcel Extensions from Eagletail to City – Recording No. 2007-1303920	12-12-07
19.	2007 Sports Facilities Use Agreement – Recording No. 2007-0644215	05-29-07
20.	FEMA FIRM Map	N/A
21.	FEMA - Letters of Map Change	10-09-13

22.	US Bankruptcy Court Motion for Approval of Settlement	03-22-12
23.	US Bankruptcy Court Order Approving Settlement	04-24-12
24.	City of Goodyear Resolution 1429 – Settlement of Claims	05-16-11
25.	Collateral Transfer Statement	05-19-11
26.	Amendment No. 1 to 2011 Settlement Agreement & Release	08-01-12
27.	ALTA Survey by Hoskin Ryan	02-19-15
28.	Infrastructure Exhibits – 077A Effluent	07-10-14
29a.	Infrastructure Exhibits – 077A Sewer	05-12-14
29b.	Infrastructure Exhibits – 077A Water	05-06-14
29c.	Infrastructure Exhibits – 077C Effluent	07-10-14
29d.	Infrastructure Exhibits – 077C Sewer	05-12-14
29e.	Infrastructure Exhibits – 077C Water	05-06-14
29f.	Infrastructure Exhibits – 87A Sewer	05-12-14
29g.	Infrastructure Exhibits – 87A Water	05-06-14
30.	2012 Settlement Agreement	03-05-12
31.	Assignment of Rights from MPK, Eagletail, & Swansea to M&I RP – Recording No. 20102-0724682	03-01-12
32.	Map of Dedication for Ballpark Village – Recording No. 2007-1301966	11-19-07
33.	Modification of Grantee Covenants by and between M&I RP and City of Goodyear – Recording No. 2012-0724685	08-01-12
34.	Notice of Termination of City Agreements by and between City of Goodyear and M&I RP – Recording No. 2012-0724693	08-01-12
35.	Notice of Termination of Obligations to Reconvey Excess Ballpark Property by and between City of Goodyear and M&I RP – Recording No. 2012-0724684	08-01-12
36.	Parking Exhibit	12-30-14
37.	City of Goodyear Resolution No. 12-1480	03-06-12
38.	Ground Lease by and between City of Goodyear, Arizona & City of Goodyear, Arizona Public Improvement Corporation	12-01-07
39.	Lease-Purchase Agreement by and between City of Goodyear, Arizona & City of Goodyear, Arizona Public Improvement Corporation	12-01-07
40.	Trustee's Deed Upon Sale – M&I RP as Grantee – Recording No. 2011-0423546	05-19-11

41.	Special Warranty Deed (Parking Parcel Extensions) – Recording No. 2007-1303920	12-10-07
42.	Correction to Special Warranty Deed (Recording No. 2007-1303920) – Recording No. 2012-0724683	08-01-12
43.	US Bankruptcy Court Order in Case No 2-08-11532-JMM – Recording No. 2008-0959190	11-03-08
44.	City of Goodyear Water & Sewer Will Serve Letter	02-25-15
45.	APS Electric Will Serve Letter	12-12-14
46.	Southwest Gas Will Serve Letter	12-12-14
47.	Cox Communications Cable & Telecommunications Will Serve Letter	12-29-14
48.	Century Link Will Serve Letter – Requested but not received	N/A
49.	Phase I Environmental Site Assessment	12-19-14
50.	Estoppel Letter from The City of Goodyear	12-29-14
51.	Notice of Assignment of Rights Related to the Goodyear Ballpark Village delivered to City of Goodyear	02-09-15
52.	Assignment of Rights Documents by and between Seller & Goodyear 53/17 and Notice of Assignment of Rights Related to the Goodyear Ballpark Village delivered to City of Goodyear	12-2014
53.	License Agreement by & between City of Goodyear and Goodyear 17, LLC	03-19-15
54.	Vendor Indemnification by & between Southwest Fireworks & Goodyear 17, LLC	03-19-15
55.	Owner's Policy of Title insurance w/Updated legal description	01-16-15
56.	Parking Clarification Letter	12-28-15
57.	Zoning Verification Letter Related to Drive-Thru on Lot 33	09-11-17
58.	Re-Zone-Signed Ordinance	05-09-17
59.	Ballpark Village & Ballpark Village-South Re-stated & Amended Final PAD (Includes Design Guidelines)	04-28-17
60.	Ballpark Village & Ballpark Village-South Supplemental Narrative	04-28-17
61.	Ballpark Village – Lots 27-30 Development Constraints Exhibit	02-2016
62.	Ballpark Village Drainage Report	10-24-07
63.	Ballpark Village Drainage Report Addendum	03-19-09
64.	HTE Drainage Report	04-16-08
65.	Lot 14 Conceptual Site Plan	11-20-17

66.	Lots 27 – 30 Conceptual Site plan	11-20-17
67.	Lot 19 – Conceptual parking and improvement plans	12.17.20

ITEM #: 8.
DATE: 10/25/2021
AI #:496



CITY COUNCIL ACTION REPORT

SUBJECT: REZONE FOR HANCOCK AT CANYON TRAILS NORTH

STAFF PRESENTER(S): Alex Lestinsky, Senior Planner

OTHER PRESENTER(S):

Andy Jochums, Beus Gilbert McGroder, PLLC

SUMMARY

Request a rezone to approximately 31 acres within the Canyon Trails Phase 1 PAD, from PAD to MF-12 with a PAD Overlay.

Recommendation

1. ADOPT RESOLUTION NO. 2021-2179, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP 21-06 REZONE FROM PAD TO MF-12"; AND "LEGAL DESCRIPTION – CANYON TRAILS NORTH";
2. ADOPT ORDINANCE NO. 2021-1518, CONDITIONALLY REZONING APPROXIMATELY 31 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND GARFIELD STREET FROM THE CANYON TRAILS PHASE I PLANNED AREA DEVELOPMENT TO THE MULTIFAMILY (MF-12) ZONING DISTRICT WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES. (Alex Lestinsky, Senior 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

The General Plan Land Use Plan designates a portion of the subject property as 'Business & Commerce' and the remaining portion as 'Neighborhoods'. The subject property is currently zoned Final Planned Area (PAD) District, Medium/High Density Residential (Court Homes and Townhomes) within the Canyon Trails Phase I PAD adopted on July 26, 1999 by Ordinance No. 99-649.

A public hearing was held before the Planning & Zoning Commission on October 13, 2021. No one from the public spoke in opposition to the request. The Commission recommended approval 5-0 of the request.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review by the Planning and Zoning Commission and City Council approval. The proposed amendment must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance.

Details of the Request:

The request is to remove the subject property from the Canyon Trails Phase I PAD and rezone it to the City's Multifamily (MF-12) residential zoning district with a PAD Overlay to reduce the rear setback, which is along the eastern boundary of the Property, from 30' to 20'.

Staff supports the reduction in the rear set-back for two reasons. First, the eastern boundary abuts a 100+ open space trail which provides additional separation from the existing single family to the east. Additionally, this 20' setback is consistent with many of the other MF-12 PADs recently approved within the city.

The documents provided in the project narrative, including the conceptual site plan are conceptual and are not being approved with this rezoning action. Stipulation #2 requires a separate site plan and design review for the property. The city's MF-12 Design Guidelines require three elevation types and three color schemes, which meets the desire of Council to implement a variety in building elevations and color variations for this type of product.

Evaluation Criteria:

1. Consistency with the General Plan.

As mentioned in the Backgrounds and Previous Actions section, the General Plan designates a portion of this area as Business & Commerce and a portion as Neighborhoods. Multifamily residential uses at this density (12 du/ac or less) are appropriate in the Neighborhoods category, while higher density residential is required in the Business & Commerce. Although the MF-12 zoning district does not meet the minimum density required in the Business & Commerce land use district, the area designated as Business & Commerce is less than 20 acres, therefore it does not trigger the need for a General Plan Amendment.

General plan Standard 26

Medium Density Residential. Residential uses with densities greater than 5 dwelling units per acre up to 12 dwelling units per acres, may be considered along arterial roads, adjacent to commercial areas, adjacent to community and regional parks or significant

open space areas, adjacent to interstates when appropriately buffered, or to provide transition between low and high density residential uses.

The project is adjacent to the Loop 303 transit corridor but is separated by a frontage road and will provide the appropriate noise wall and mitigation as required in the Zoning Code for developments within 500-feet of Interstate 303. In addition, there is a transition to the single family residential to the east.

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

The subject property is currently an irrigated farm field. The property's physical and natural features are suitable for the proposed rezone and multi-family use as the property will be required to be graded and developed in accordance with all applicable engineering design guidelines and standards.

3. 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 – Vacant, zoned and planned for multifamily (Canyon Trails Phase I)
- South – Vacant, zoned for Commercial (Canyon Trails Phase I)
- East – Existing single family residential (Canyon Trails Phase I)
- West – Cotton Lane frontage road Loop 303

The multi-family use proposed with this property will be compatible with the development in the surrounding area. The development will provide an appropriate buffer between the Loop 303 and single family residential.

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

Within the Canyon Trails Phase I PAD, the property is currently allowed to develop as Court Home and Town Homes, which is typically a density of 7-12 dwelling units per acre and allows two-story homes. This request does not increase the maximum number of dwelling units that could be developed under the existing zoning. It does change the type of product from single family dwelling units to multi-family to allow for the development of the single family rental product. Additionally, multifamily uses are encouraged along freeway corridors by the General Plan.

Luke Air Force Base:

The subject property is located within the vicinity of a military airport. Notice was provided to Luke AFB and they have indicated that given the location of the subject property, base operations will not be adversely impacted by this proposed multi-family development.

Phoenix-Goodyear Airport:

The subject property is located within the Phoenix-Goodyear Traffic Pattern Airspace. Given the location of the property, airport operations will not be adversely impacted by this proposed multi-family development.

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

The property is currently designated as medium-high density residential (court homes and townhomes) within the Canyon Trails Phase I PAD. The PAD provided development standards for court home and townhome products but did not create restrictions on the number of units within each parcel. With the court home and town home designations, this property could develop under the current zoning with up to approximately 210 units.

The PAD did not stipulate the number of units in each parcel to allow for the “transfer” of units throughout the PAD, however, it did stipulate the maximum number of units within the entire PAD area to 5,421 per Ordinance 99-649 in order to cap the entire Canyon Trails Phase I development. This proposal does not exceed that original stipulation, as the current number of residential units within Canyon Trails Phase I, including this request, is 4,902. Although this request removes the property from the Canyon Trails Phase I PAD, staff tracks this unit count within the Canyon Trails area in order to limit exceeding the original intent of the PAD cap, which was to meet Luke Air Force Base’s Graduated Density Concept. The Canyon Trails Phase I PAD area is within 1-3 miles of the 65 Ldn (high noise or accident potential zone), limiting the overall density from 0-6 dwelling units per acre. With this proposal, the Canyon Trails Phase I PAD development area, including properties that have been rezoned out of the PAD, remains at 3.94 dwelling units per acre.

This proposal does not replace any commercially zoned land. The proposed MF-12 is a similar use to the existing court home designation.

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

Below is a summary of impact to public services.

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
#184	5.14	2.57	5.72	2.86	#181	7.81	3.90	8.39	4.19

Police Response:

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

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. The application was sent to the school districts for comment and no objection was received.

Streets/Transportation:

The site plan is not being approved with the rezoning of the Property. Two points of public access will be required to be constructed before structures may be constructed within the Property. If permitted by ADOT, one of the access could be a right-in/right-out off of the Cotton Lane frontage. At the time of site plan review, the required connections to public streets will be reviewed for compliance with City engineering and public safety standards.

Water/Wastewater:

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

Solid Waste/Recycling:

Solid waste and recycling services for the property will be contracted through a commercial provider.

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

The subject property is in proximity to where existing public services are provided.

8. General public's concerns.

Public Participation:

Pursuant to the Citizen Review process, a neighborhood meeting was held via Zoom on June 8, 2021. The applicant was prepared with a presentation for any and all attendees. Staff and the applicant were available for questions. One couple attended this Zoom call with questions about the project, but did not object to the request.

Notice for the October 2021 public hearings before the Planning and Zoning Commission and City Council included a postcard mailed to the owners of property within 500 feet of the subject property; a legal notice and display ad published in the Arizona Republic on September 24, 2021; and a notice of public hearings sign posted on the property.

The Planning and Zoning Commission recommended approval of the request on October 13, 2021 with a 5-0 vote. No one from the public spoke in opposition of the request.

9. Whether the amendment promotes orderly growth and development;

The subject property is located adjacent to existing infrastructure and developed areas. The amendment will allow development of the subject property and promotes the orderly growth and development of the City.

10. 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 proposed multi-family project will be required to adhere to all applicable design, building, and engineering standards of the City of Goodyear. Adherence to these standards will be evaluated during the site plan, civil engineering, and building plan review processes.

Attachments

Resolution No. 2021-2179

Exhibit A - Supplementary Zoning Map

Exhibit B - Legal Description

Ordinance No. 2021-1518

Aerial Photo

Project Narrative

RESOLUTION NO. 2021-2179

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 AND TITLED “OFFICIAL SUPPLEMENTARY ZONING MAP 21-06 REZONE FROM PAD TO MF-12”; AND “LEGAL DESCRIPTION – CANYON TRAILS NORTH”.

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 21-06”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

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

SECTION 2. PURPOSE

The aforementioned documents are declared public records in connection with the adoption of Ordinance 2021-1518.

SECTION 3. COPIES FILED WITH THE CITY CLERK

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

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-06

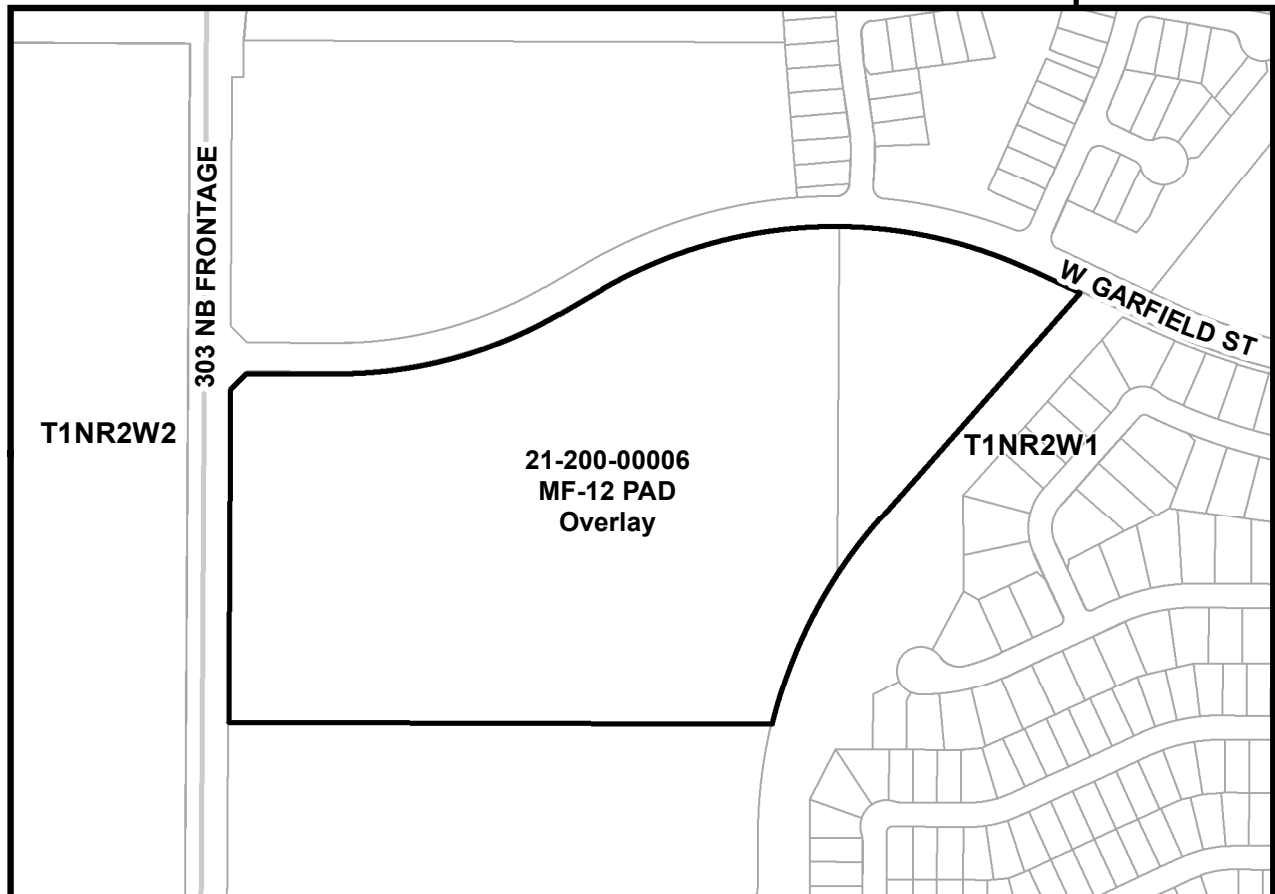
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2021.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the Southwest Quarter of Section 1, Township 1 North,
Range 2 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 MF-12 PAD Overlay 21-200-00006

DATE:
Sept 2021

September 21, 2021
Project # 050843-01-001

**LEGAL DESCRIPTION
CANYON TRAILS NORTH**

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

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 1;

THENCE SOUTH 00°19'40" WEST (BASIS OF BEARINGS), ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 723.00 FEET TO A POINT;

THENCE SOUTH 89°40'20" EAST, A DISTANCE OF 55.00 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 45°19'40" EAST, A DISTANCE OF 46.67 FEET;

THENCE SOUTH 89°40'20" EAST, A DISTANCE OF 180.22 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE NORTHERLY AND HAVING A RADIUS OF 930.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30°19'39", AN ARC DISTANCE OF 492.26 FEET TO A POINT OF TANGENCY;

THENCE NORTH 60°00'01" EAST, A DISTANCE OF 103.76 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE RIGHT, CONCAVE SOUTHERLY AND HAVING A RADIUS OF 970.00 FEET;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 54°59'02", AN ARC DISTANCE OF 930.86 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 65°00'58" EAST, A DISTANCE OF 110.81 FEET;

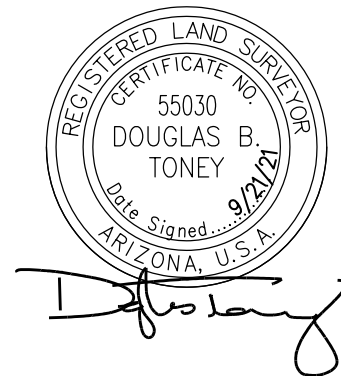
THENCE SOUTH 41°35'18" WEST, A DISTANCE OF 629.96 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT, CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 1000.00 FEET;

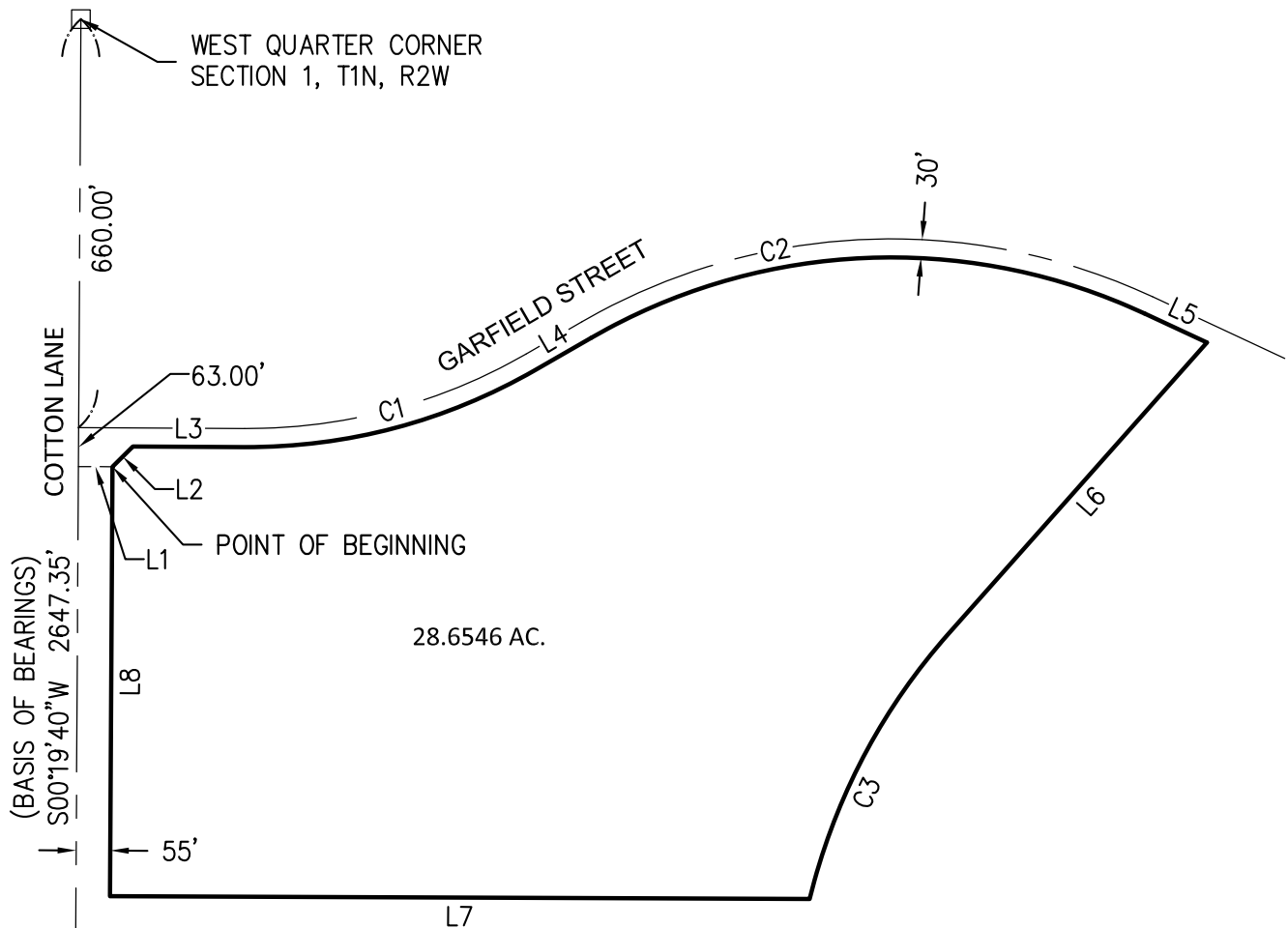
THENCE SOUTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 27°56'25", AN ARC DISTANCE OF 487.65 FEET TO A POINT;

THENCE NORTH 89°46'21" WEST, A DISTANCE OF 1130.71 FEET;

THENCE NORTH 00°19'40" EAST, A DISTANCE OF 693.89 FEET TO THE **POINT OF BEGINNING**.

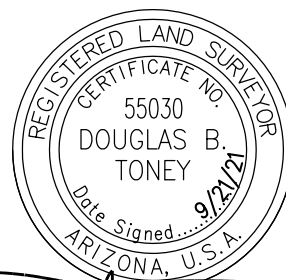
CONTAINING 1,248,196 SQ.FT. OR 28.6546 ACRES, MORE OR LESS



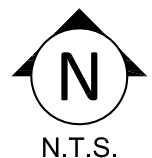


LINE TABLE		
LINE #	LENGTH	DIRECTION
L1	55.00'	S89°40'20"E
L2	46.67'	N45°19'40"E
L3	180.22'	S89°40'20"E
L4	103.76'	N60°00'01"E
L5	110.81'	S65°00'58"E
L6	629.96'	S41°35'18"W
L7	1130.71'	N89°46'21"W
L8	693.89'	N00°19'40"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	492.26'	930.00'	030°19'39"
C2	930.86'	970.00'	054°59'02"
C3	487.65'	1000.00'	027°56'25"



Douglas B. Toney



SOUTHWEST CORNER
SECTION 1, T1N, R2W

ORDINANCE NO. 2021-1518

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 31 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF COTTON LANE AND GARFIELD STREET FROM THE CANYON TRAILS PHASE I PLANNED AREA DEVELOPMENT TO THE MULTIFAMILY (MF-12) ZONING DISTRICT WITH A PAD OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING FOR PENALTIES.

WHEREAS, the property subject to this Ordinance consists of approximately 31 acres generally located at the southeast corner of Cotton Lane and Garfield Street as more particularly described in that certain document titled "Legal Description," which document was declared public record by Resolution No. 2021-2179, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property");

WHEREAS, the Property is included within the Canyon Trails Phase I PAD; and

WHEREAS, the land use designation for the Property under the Canyon Trails Phase I PAD is Medium/High Density Residential (Court Homes and Townhomes); and

WHEREAS, the General Plan Land Use Plan designates the majority of the Property as Business & Commerce, which identifies areas for the growth and development of Goodyear's economic base and which supports the development of high density residential. The remaining portion of the property is designated as Neighborhoods providing areas for the growth and development of neighborhoods, including a wide range of densities and housing products; and

WHEREAS, this request is to rezone the Property to the Multi-Family Residential (MF-12) Zoning District with a PAD Overlay to reduce the rear yard setback from 30' to 20'; and

WHEREAS, a request to amend the boundaries of a zoning district requires review by the Planning and Zoning Commission and final decision by the City Council through the public hearing process, and to be approved, the rezoning amendment must be found in conformance with the General Plan and to not adversely impact the surrounding area as outlined in the Zoning Ordinance; and

WHEREAS, the proposed rezoning is in consistent with the designation of the Property in the General Plan as Business & Commerce and Neighborhoods and the development of high density residential will not adversely impact the surrounding area; and

WHEREAS, a rezoning requires public review and recommendation by the Planning and Zoning Commission and approval by the City Council; and

WHEREAS, public notice that this rezoning request was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on October 13, 2021, appeared in the Arizona Republic Southwest Valley edition on September 24, 2021; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on October 13, 2021 to consider the rezoning of the Property, and the Commission voted (5-0) to recommend approval of the proposed rezone; and

WHEREAS, public notice that this rezoning is to be considered and reviewed at a public hearing held before the City Council on October 25, 2021, appeared in the Arizona Republic Southwest Valley edition on September 24, 2021; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona 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 of Goodyear

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

SECTION 1. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2021-1518 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located on the south side of Garfield Street east of Cotton Lane as legally described in that certain document titled Legal Description –Canyon Trails North, which document was declared a public record by Resolution No. 2021-2179 and which is referred to and made a part hereof as if fully set forth in this Ordinance (the “Property”).

SECTION 2. REZONING

The Property is conditionally rezoned from the PAD Zoning District to the Multi-Family Residential MF-12 Zoning District with a PAD Overlay. The PAD Overlay modifies the standards applicable to the MF-12 Zoning District to reduce the rear setback from 30’ to 20’ with the rear being the eastern boundary of the Property.

SECTION 3. STIPULATIONS

The rezoning of the property is subject to all of the following stipulations and conditions:

1. Development of the Property shall comply with the development standards and requirements applicable to the Multi-Family Residential MF-12 Zoning District except as modified by the stipulations and conditions set forth below;
2. Approval of the rezoning does not constitute approval of the site plan. All future development 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;

3. The Exterior Noise Standards set forth in Goodyear Zoning Ordinance section 9-1-3(A) and the Interior Noise Standards set forth in Goodyear Zoning Ordinance section 9-1-3(B) apply to the development of the Property. At the time of site plan, a sound attenuation plan that includes a noise analysis shall be submitted to the City Engineer or his/her designees for approval. The sound attenuation plan shall demonstrate that the development reflected in the site plan will result in compliance with the Exterior and Interior Noise Standards in section 9-1-3 of the Goodyear Zoning Ordinance, and the Property shall be developed to incorporate all internal and external noise mitigation measures reflected in the approved sound attenuation plan. All noise mitigation measures reflected in the approved sound attenuation plan shall be constructed prior to the issuance of the first certificate of occupancy or certificate of completion for any residential unit within the Property.
4. Any modifications to existing private irrigation facilities as a result of this development shall be coordinated with the appropriate Irrigation District/private owner.
5. 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 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. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, all dedications shall be made prior to or concurrent with recordation of a final plat or the issuance of any permit for work within the Property whichever is earlier; and

6. The Owner shall construct, at no cost to the City, an 8-foot public sidewalk and a five-foot landscape buffer along the western boundary of the property between W. Garfield Street and the southern boundary of the Property. The sidewalk shall be located adjacent to the west side of the landscape buffer. Owner shall dedicate, at no cost to the City, an easement for such sidewalk, in form and substance acceptable to the City Attorney or his designee, prior to the issuance of any permit for construction within the Property. The improvements referred to herein shall be completed prior to issuance of the first temporary certificate of occupancy, certificate of occupancy or certificate of completion for any structure within the Property.
7. Any perimeter fence or wall constructed along the western side of the Property shall be constructed on the east side of the landscape buffer to be installed pursuant to stipulation 6 above (i.e. the sidewalk and landscape buffer are to be located outside the perimeter fence or wall).
8. Prior to issuance of any construction permits on the rezoned land, the Owner shall provide for the dedication of a 10-foot P.U.E, in form and substance acceptable to the City Attorney or his designee, located along the western boundary of the property between W. Garfield Street and the south boundary of the Property.
9. The Owner shall, at no cost to the City, complete the full half-street improvements required for a minor collector along the south half of W. Garfield Street between Cotton Lane and the eastern boundary of the Property. Such improvements shall include but are not limited to curb, gutter, sidewalk, paving, landscaping, landscape irrigation, street lights, signing and striping, or alternatives as may be approved by the City Engineer in his/her sole discretion that may be warranted because of the completion or imminent completion of the section Loop 303 by ADOT west of the Property (the "Garfield Improvements"). Owner shall obtain all approvals required by ADOT in connection with the construction of the Garfield Improvements. The improvements referred to herein shall be completed prior to issuance of the first temporary certificate of occupancy, certificate of occupancy or certificate of completion for any structure within the Property.
10. The Traffic Impact Analysis submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Traffic Impact Analysis shall be approved by ADOT, and the existing traffic counts shall be updated to the current year at the time of site plan approval.
11. The proposed water and wastewater utility layout, both onsite and offsite, submitted with the rezoning application is not approved. The location of all utilities shall be reviewed and determined during preliminary plat and/or site plan processes;

12. No permits shall be issued for the construction of any structure within the Property until two points of access into the Property off of public rights-of-way that are open to the public and have been constructed. If approved by Arizona Department of Transportation, one of the two public access points referred to herein shall be a right-in/right-out access off of the Cotton Lane frontage road, which shall be shared access with the property abutting the southern boundary of the Property;
13. In addition to compliance with the stipulations 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; and
14. 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.
15. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier.

SECTION 4. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by the adoption of that certain document titled "Supplementary Zoning Map No. 21-06 Rezone from PAD to MF-12 with a PAD Overlay," declared a public record by Resolution No. 2021-2179 and which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 5. ABRIDGEMENT 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 provision 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.

SECTION 9. PENALTIES

Any person who violates any 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, by a _____ vote, this _____ day of _____, 20_____.

Georgia Lord, Mayor

Date: _____

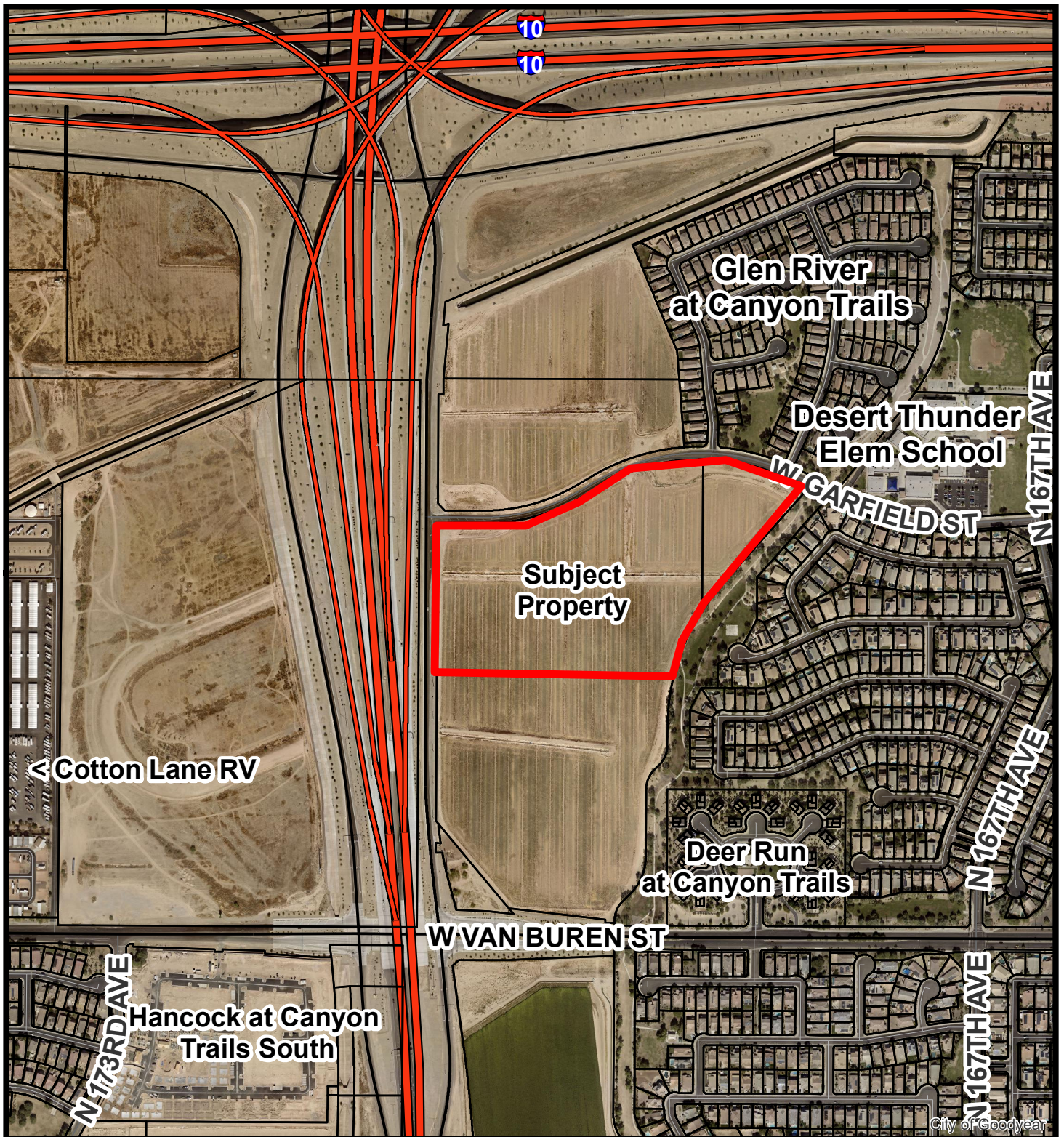
ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

**Aerial Photo Exhibit
Hancock at Canyon Trails North
Case No. 21-200-00006**



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: October 1, 2021





Canyon Trails North

Rezoning Narrative Report

Southeast Corner of Cotton Lane and Garfield Street

Case # 21-200-00006

Submitted: March 1, 2021

Resubmitted: June 9, 2021

Resubmitted: August 5, 2021

Resubmitted: Sept. 15, 2021

By:

Beus Gilbert McGroder PLLC

701 N. 44th Street, Phoenix, Arizona 85008

Andy Jochums, Planning Consultant

480-429-3063 -- ajochums@beusgilbert.com

Request

The subject property is located at the southeast corner of Cotton Lane and Garfield Street, adjacent to the Loop 303 Freeway on the west, and generally consists of approximately 31 gross acres. (See *Exhibit A, Aerial Vicinity Map and Exhibit B, Aerial Parcel Map*) The property is currently zoned as part of the Canyon Trails PAD with designations for Court Homes and Townhomes. (See *Exhibit D, Existing Zoning*)

This request Hancock Communities at Canyon Trails North seeks to remove the property from the Canyon Trails PAD and separately rezone it Multi-Family Residential (MF-12) as a stand-alone project pursuant to this document. Commensurate with the rezoning is a request for a minor reduction to the rear (east) building setback from 30' to 20'.

Property Overview

Adjacent to the site to the east, across a 100' to 250' wide drainageway and greenspace, are existing single family homes within the Canyon Trails project. To the north across Garfield Street is land currently vacant but zoned for multi-family within the Canyon Trails PAD. To the south, is land currently vacant but zoned for commercial within the Canyon Trails PAD. To the west is Cotton Lane serving as a frontage road for the Loop 303 freeway.

Plan Conformance

The Goodyear 2025 General Plan designates the property with split of Business and Commerce as well as Neighborhoods land use categories, adjacent to a Village Center Overlay and Transit Oriented Development Overlay. (See *Exhibit C, General Plan Land Use Plan*) Pursuant to the Land Use – Zoning Correlation list found on page 134 of the General Plan, both the above categories allow multi-family zoning; albeit the desire of the Business and Commerce designation is to provide multi-family at a density higher than that which is proposed.

As part of the Canyon Trails PAD, originally zoned in 1999 and amended several times over the ensuing decades, the subject property has current zoning for a mix of “Court Home” at 6.5 unit per acre and “Townhome” at 12 units per acre. These medium density residential uses are permitted; however, they are in conflict with the land use designation of Business and Commerce subsequently adopted as part of the Goodyear 2025 General Plan which was approved by the City Council on June 23, 2014 and ratified by the citizens of Goodyear on November 4, 2014.

It is unknown exactly why it was determined in the Goodyear 2025 General Plan to place a Business and Commerce land use designation on property that was already entitled for medium density residential. The obvious conclusion would be that the drafters of the General Plan, from the City Council on down to the General Plan Committee and City staff, was to support more intense future land uses that could be more compatible with the potential impacts of the adjacent Loop 303 freeway and would also serve to buffer the existing low-density single family detached housing prevalent in the area. The proposed rezoning meets the intent of that presumed goal and therefore, can be found in conformance with the General Plan.

Additionally, the rezoning area within the Business and Commerce land use designation appears to be less than 20 acres, which would therefore not require a need for a General Plan amendment to approve the requested MF-12 zoning.

A few of the Goals, Objectives, and Standards within the Goodyear 2025 General Plan that support rezoning of the property for multi-family are listed below:

Goal GD-1 - Physical Growth and Development

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.

Goal CC-2 – Community and Cultural Development

A diverse stock of high quality housing that meets the needs of all residents.

Objective GD-1-1 – Land Use

Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community’s vision and needs.

Objective CC-1-1 – Neighborhoods

Create and foster complete neighborhoods.

Objective CC-1-3 – Neighborhoods

Foster the creation and maintenance of attractive, high quality neighborhoods.

Objective CC-2-1 – Housing

Provide diverse and quality housing products.

<i>Policy B</i>	<i>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.</i>
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Land Use and Transportation Plan Development Standards

Standard 1 - Universal Development Standards

All development proposals shall demonstrate their conformance with the applicable stated goals, objectives, and policies contained within the General Plan, and how the development furthers the appropriate implementation of the General Plan.

Standard 2 – Universal Development Standards

While Goodyear encourages quality development throughout the planning area, growth and redevelopment is highly encouraged to locate in areas with existing infrastructure and services, in the City’s Redevelopment Area (see Figure 5.7), within walking distance of transit stations, and along existing interstate/freeways.

Standard 26 – Neighborhoods Development Standards

Medium Density Residential. Residential uses with densities greater than 5 dwelling units per acre up to 12 dwelling units per acre, may be considered along arterial roads, adjacent to commercial areas, adjacent to community and regional parks or significant open space areas, adjacent to interstates when appropriately

Standard 41 – Business and Commerce Development Standards

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.

Development Plan

Hancock at Canyon Trails North is a unique multi-family development that allows each rental dwelling unit the benefits of having a privately enclosed backyard.

While multi-family in zoning, with multiple dwelling units on a single parcel, Hancock at Canyon Trails North is a horizontal rental community and functions more like a grouping of attached and detached single family buildings and is akin to a compact single family subdivision offering central amenities. Unlike the typical vertical apartment complexes that are two or more stories, horizontal communities are single story and in the case of Hancock at Canyon Trails North, are luxurious homes that are for rent. Buildings are grouped to create intimate walkways and courtyards to support healthy neighborhood interaction. There is a main communal area for active recreation central to the development consists of a community swimming pool and spa, a covered ramada, and turf for recreation. Smaller recreation areas are provided throughout the community for passive recreational activities. Each unit offers a small private backyard, similar to a single-family home; however, this yard will be maintained by the site manager, just like the remainder of the property.

Hancock at Canyon Trails North will fill a niche market for those Goodyear renters who don't need the size of a single-family home or that don't want the maintenance that comes along with a yard, but also don't want the traditional apartment experience with a loud neighbor above or below them in a large building.

Hancock at Canyon Trails North also takes the horizontal rental community design to the next level by incorporating attached single-car garages. 134 of the proposed 310 dwellings (over 43%), as shown on the included illustrated conceptual plans (Exhibits E, F, G) will have directly attached garages and driveways for the renters of that dwelling. (They are not rented separately.) For additional garage options on those units without garages attached, there will be another 16 individual garages, in groupings of 4 along the parking aisles, for a resident to rent separately from their dwelling.

Permitted Uses

Primary and Accessory uses on the property shall be those permitted within the MF-12 district.

Development Standards

Development standards shall be those of the MF-12 district with the following deviation.

Reduction in Rear Building Setback to 20 Feet

Reduced perimeter building setbacks have been requested on the rear side (east) only. A 30' building setback would normally be required along this border; however, given that the directly adjacent land use is a 100' to 250' wide landscape drainageway and recreation corridor, the reduction in setback to the requested 20' minimum would appear to pose no issues on the nearby properties.

Zoning Ordinance Considerations

Pursuant to Section 1-3-1 D of the Goodyear Zoning Ordinance, zoning map amendments such as this request are to be evaluated for compliance with ten considerations. Below are those consideration and our responses in support of the approval of this request.

- a. consistency with the goals, objectives, policies and future land use map of City's General Plan; consideration of current market factors, demographics, infrastructure, traffic, and environmental issues; and if conditions have changed significantly since the Plan was adopted;

As detailed in the "Plan Conformance" section of this narrative, the proposed zoning is in conformance with the General Plan's Land Use designation and in conformance with the development standards contained within the General Plan.

- b. suitability of the subject property's physical and natural features for the uses permitted under the proposed zoning district;

The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities. Having been recently farmed, there are existing irrigation canals that will be either abandoned and removed or placed in underground piping.

Adjacency to the Loop 303 freeway is discussed under paragraph "j".

- c. compatibility of all potential uses allowed in the proposed zoning district with surrounding uses and zoning in terms of such things as land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values;

The proposed MF-12 zoning is appropriate on the subject property. As noted above it is consistent with the General Plan. More importantly the subject property is already zoned for a mix of medium density residential in the existing "Court Homes" on the west at 6.5 unit per acre and the "Townhomes" on the east at 12 units per acre. In fact, that 12 unit per acre on the east portion is the same density we are seeking in the MF-12; therefore, the density next to adjacent existing single family residential will remain unchanged. Only the product type will change and in fact, adjacent property owners will benefit by the one story height limit. To the west is the Loop 303 freeway and noise impacts from this necessary transportation component will exist under the current residential zoning as well as that proposed. A noise impact study has been commissioned and is included in this application including appropriately sized walls to afford sound attenuation for the residents.

- d. proposed zoning district's consistency with other land uses within the immediate area and whether uses allowed under proposed zoning district would be better suited to the subject property than the uses allowed under current zoning;

As noted previously, the existing zoning is for a mix of medium density residential and that portion closest to existing residential is permitted for 12 unit per acre, the very same maximum density proposed. The existing and proposed zonings are both medium density residential, just of different types and designs.

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

Demand in Goodyear is very high for quality rentals especially such as that proposed with close access to the freeway network. Given that it is a new zoning category, it is unlikely there is existing vacant land in the area already zoned for this use. As noted previously the property is already zoned for medium density residential and the rezoning is necessary to allow a different type of this residential.

- f. demands for public services that will be generated by the uses permitted in the proposed zoning district and requirements for meeting such demands in terms of public infrastructure and facilities and other capital equipment, such as water supplies, water treatment, storage, and distribution facilities, wastewater treatment, recharge and distribution facilities, streets, bridges, schools and emergency services facilities and equipment;

Cotton Lane and Garfield Street adjacent to the subject property appear to be fully "built-out"; however as we work with the City of Goodyear on the site plan we will discuss any necessary improvements, such as deceleration lanes, which will be the developers responsibility. Water and sewer infrastructure is detailed in the engineering reports submitted with this application and again, the developer will install any necessary improvements to service the proposed use.

As detailed previously the property already has residential zoning but the proposed MF-12 zoning will allow for more residential units of a different product type at a total of no more than 336 units. We plan a total of 310 units, of which 96 are one bedroom and based on that

size should produce no school age children. We have also found that the 214 two bedroom units also tend to produce less school age children as a lower ratio than typical apartments and certainly lower than a single family home. With that said, below is school impact table using the City's ratios which we believe to be elevated given our product type and unit sizes.

School Type	No. of Res. Units	Student Ratio	No. of Students
Elementary (K-8)	310	0.30 Students/Unit	93
Avondale ES District			
High School	310	0.19 Students/Unit	59
Aqua Fria Union HS District			
Total	310		152

- g. potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided;

Subject property can be considered infill in that it is directly adjacent and surrounded by existing development. Services, such as police, fire, schools, sanitation, are already in the area and servicing this property will not be a burden. Private HOA parks are in the immediate Canyon Trails area and Desert Thunder Elementary School is only a few hundred feet away.

- h. general public's concerns;

As a part of this application notice was send to all adjacent property owners within 500-feet of the property as well as any HOAs that are within the notice area. School districts, Luke AFB, ADOT, and any other City identified stakeholders have also been noticed. As of the writing of this narrative, a neighborhood outreach meeting was held with only one owner (husband and wife) attending with no other concerns have been submitted to the applicant or the City.

- i. whether the amendment promotes orderly growth and development; and,

As described in the General Plan Conformance section and in this section, the rezoning of this property for a minor increase in overall residential density is not adverse to any policies or directives on orderly growth and development.

- 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 subject property is a short distance from the Loop 303 freeway and this proximity brings with it the potential for negative impacts due to noise from freeway traffic. Pursuant to the Zoning Ordinance requirements, a Noise Study has been prepared and submitted as part of this

application. (It should be noted that as the property is already designated for residential uses, freeway noise would be a potential impact for any development under the current zoning.)

Results of the study have concluded that an 8' tall noise wall along the western perimeter will have the effect of reducing exterior noise levels by 1 to 6 dBA and all modelled receivers would be equal to or less than the 64dBA standard specified in the Zoning Ordinance. Dwelling construction methods will further reduce potential noise impacts from the freeway and nearby Luke Air Force Base.

As of the writing of this narrative, there have been no other unique factors identified at the pre-application meeting or as part of the first review of the rezoning application.

Exhibit A
Aerial Vicinity Map

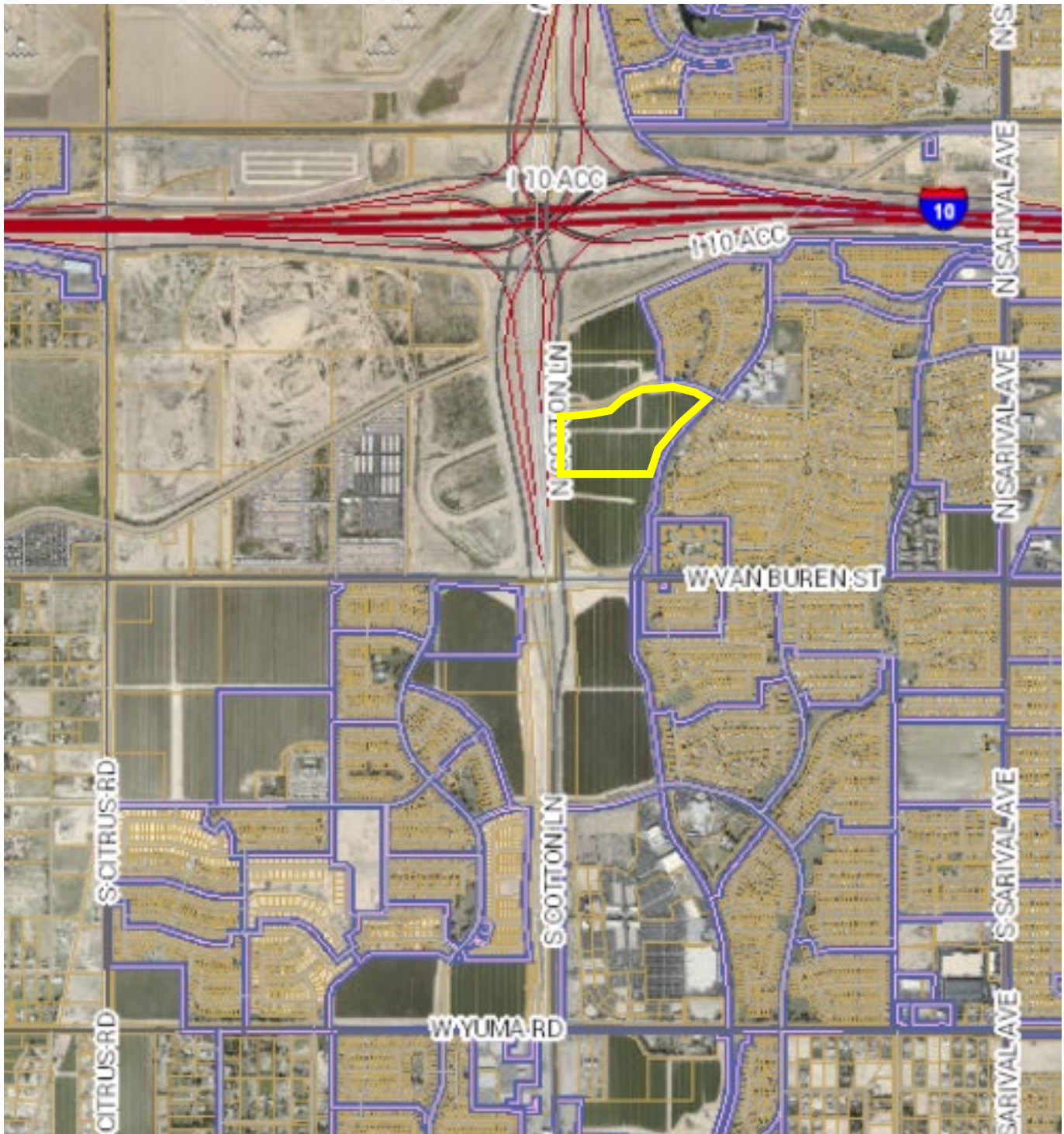


Exhibit B
Aerial Parcel Map

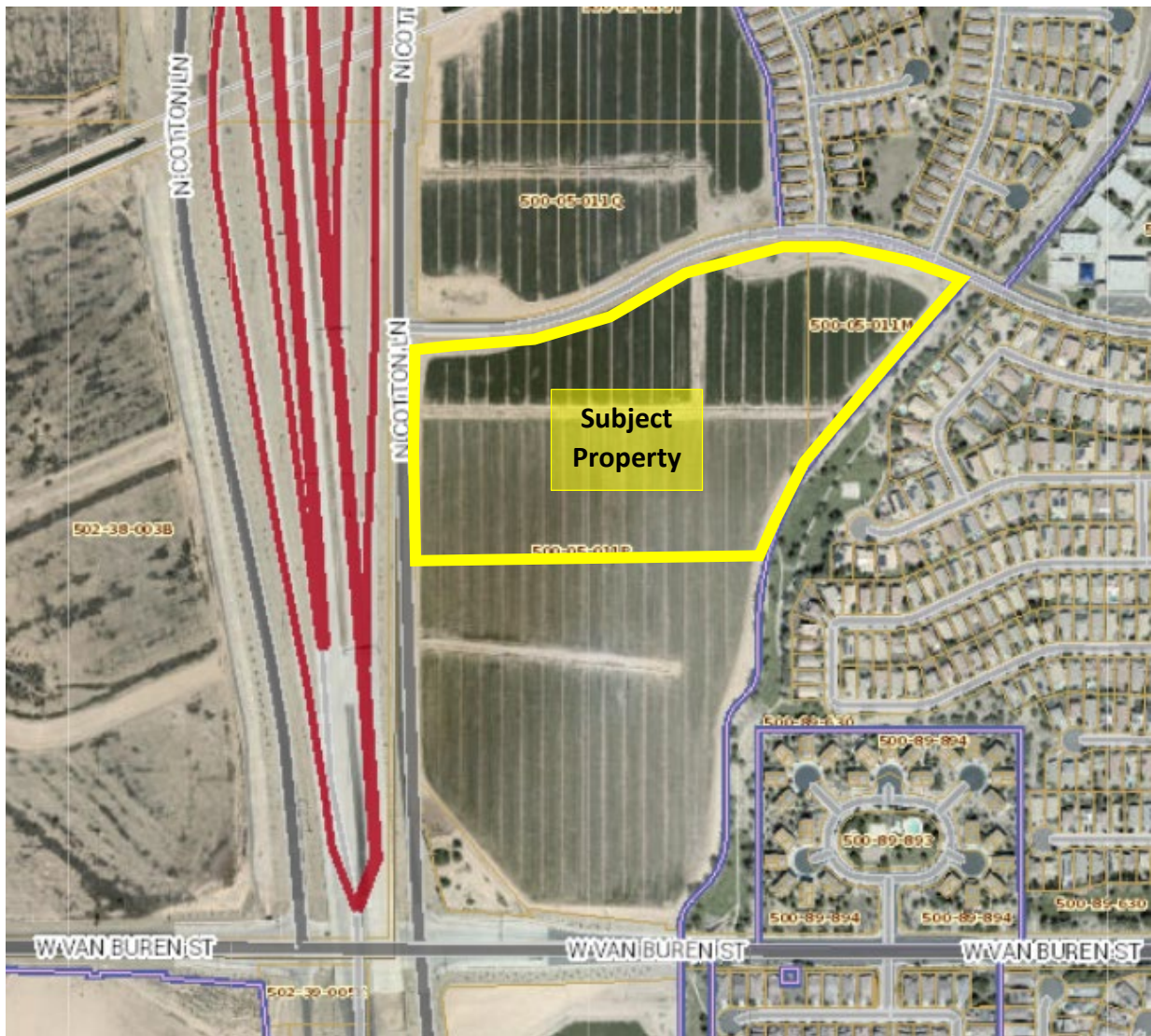


Exhibit C

General Plan Land Use Plan

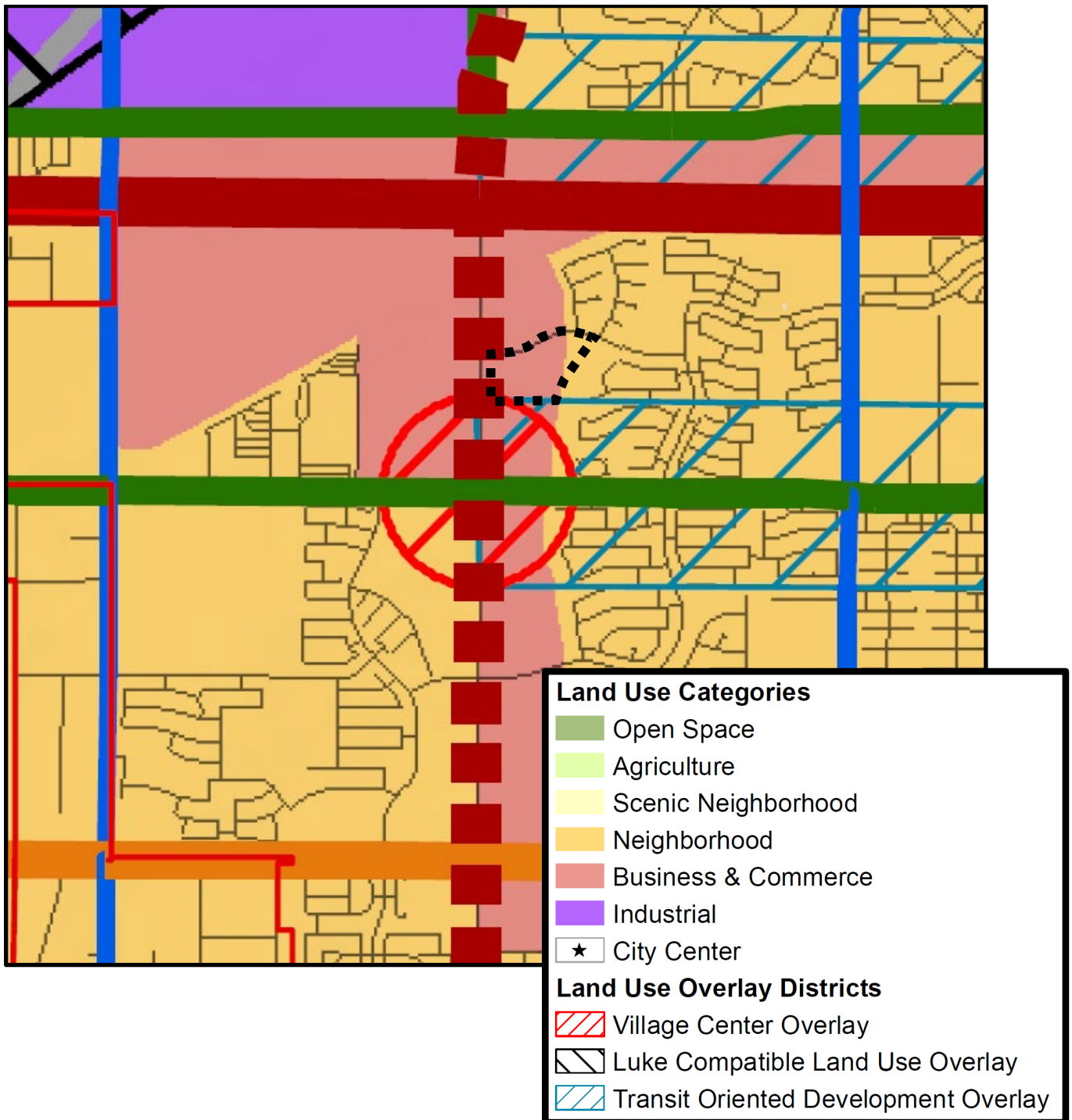


Exhibit D

Existing Zoning

(Canyon Trails PAD Land Use Plan)

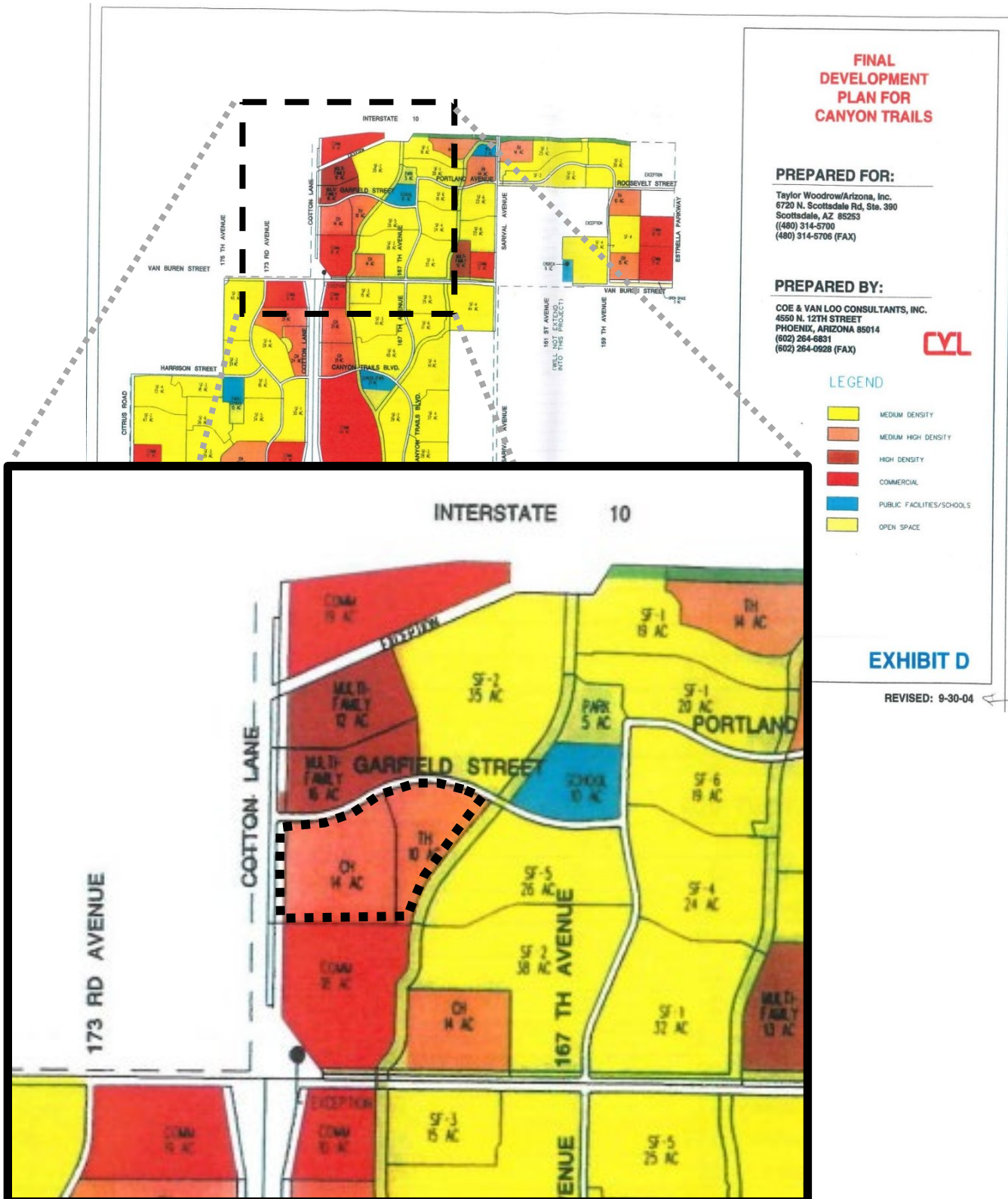


Exhibit E

Hancock Communities at Canyon Trails North

Conceptual Site Plan

(On following page)

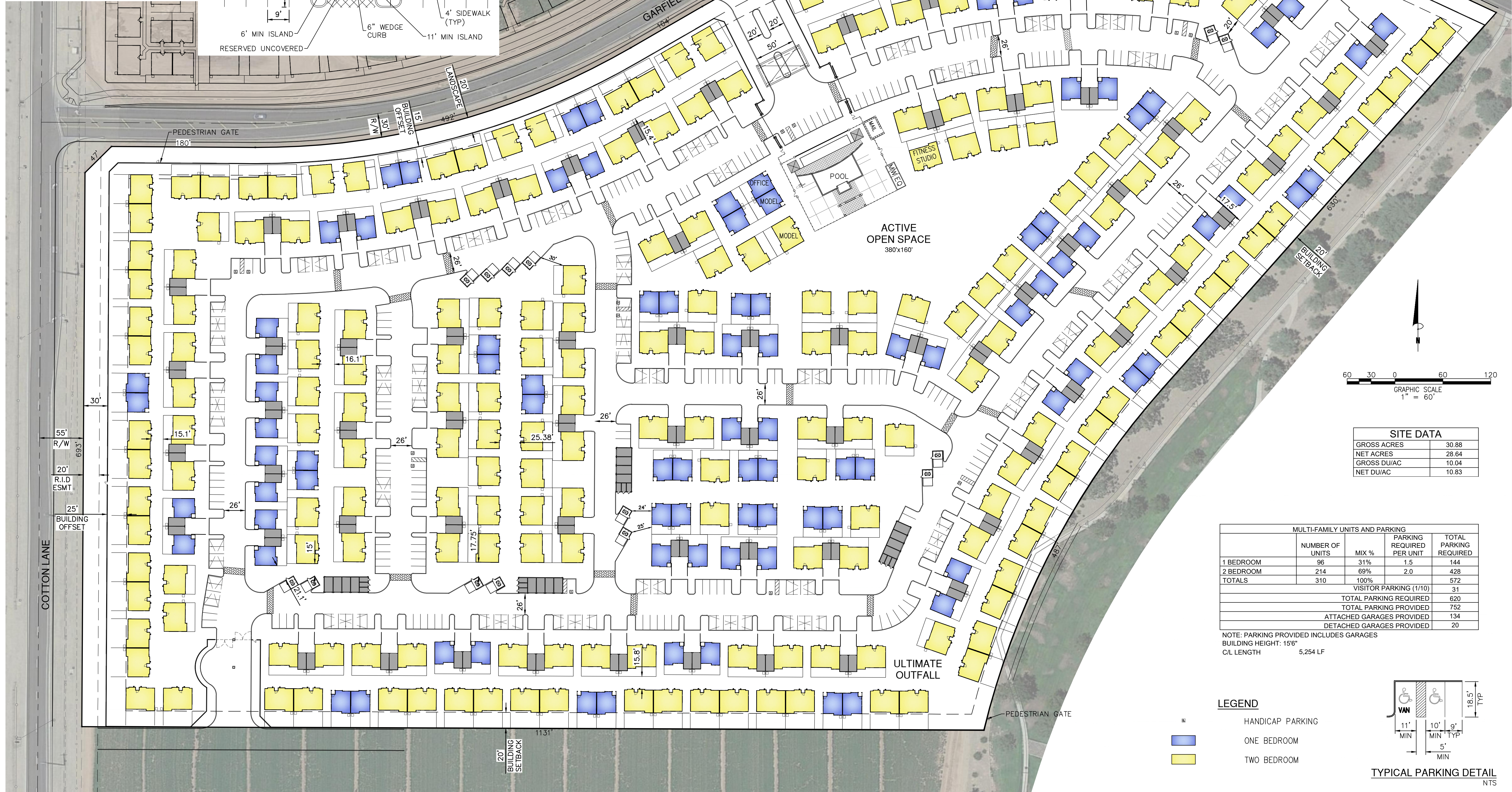


Exhibit F

Hancock Communities at Canyon Trails North
Conceptual Landscape Plan

(On following page)

DEVELOPER

HANCOCK DEVELOPERS
4040 E.CAMELBACK ROAD.
SUITE 215
PHOENIX, AZ 85008-1565
(480) 285-1300
CONTACT: JANINE LONG

LANDSCAPE ARCHITECT

WESTLAND RESOURCES, INC.
2020 N. CENTRAL ST.
PHOENIX, AZ 85004
(602) 888-7003
CONTACT: SHARON MILLER, RLA



CANYON TRAILS NORTH

Conceptual Landscape Plan

Exhibit G

Hancock Communities at Canyon Trails North

Conceptual Elevations

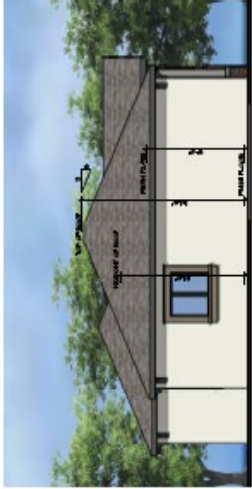
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ARTS & CRAFTS STYLE

**UNIT 1
W/GARAGE**



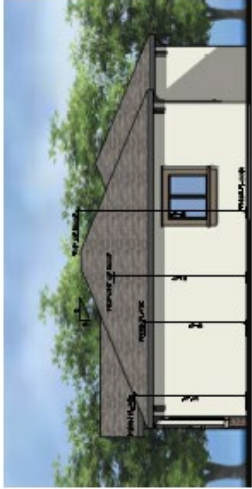
FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

DESERT RANCH STYLE

**UNIT 1
W/GARAGE**



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

WELLFLEET STYLE

**UNIT 1
W/GARAGE**



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

ARTS & CRAFTS STYLE

**UNIT 2
W/GARAGE**



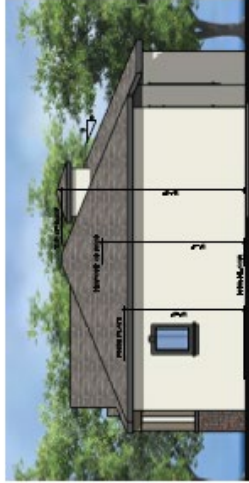
FRONT



LEFT



PERSPECTIVE



RIGHT



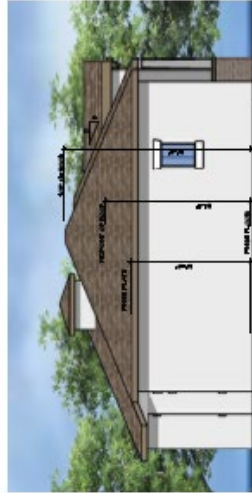
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DESERT RANCH STYLE

**UNIT 2
W/GARAGE**



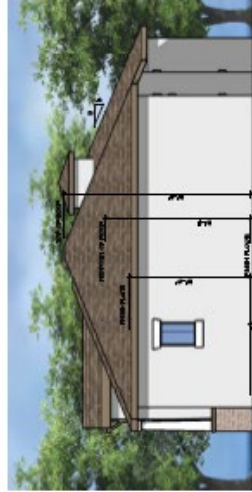
FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

WELLFLEET STYLE

**UNIT 2
W/GARAGE**



FRONT



LEFT



PERSPECTIVE



RIGHT



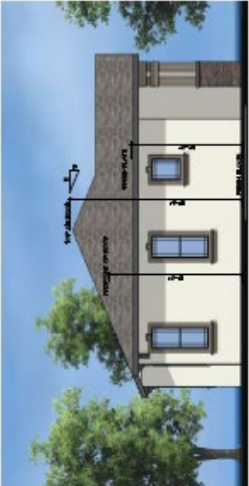
REAR

ARTS & CRAFTS STYLE

UNIT 1



FRONT



LEFT



RIGHT



PERSPECTIVE



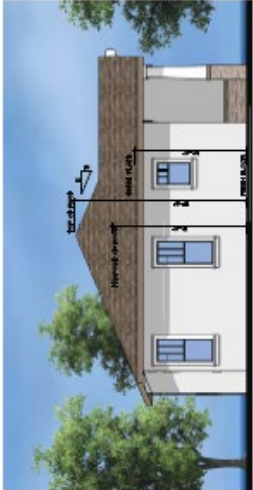
REAR

DESERT RANCH STYLE

UNIT 1



FRONT



LEFT



RIGHT



PERSPECTIVE



REAR

WELLFLEET STYLE

UNIT 1



FRONT



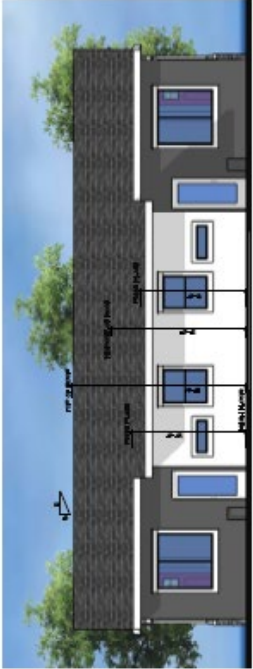
LEFT



RIGHT



PERSPECTIVE



REAR

ARTS & CRAFTS STYLE

UNIT 2



FRONT



LEFT



RIGHT



PERSPECTIVE



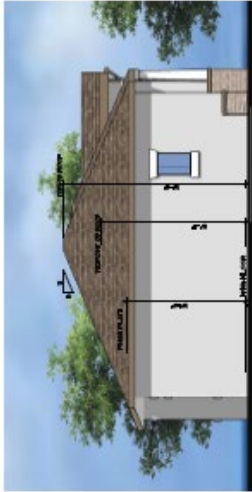
REAR

DESERT RANCH STYLE

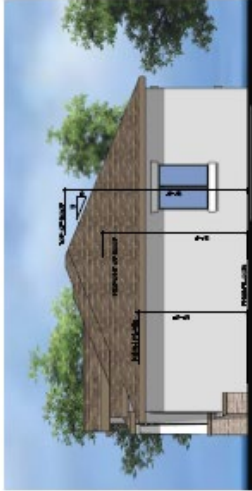
UNIT 2



FRONT



LEFT



RIGHT



PERSPECTIVE



REAR

WELLFLEET STYLE

UNIT 2



FRONT



LEFT



RIGHT



PERSPECTIVE



REAR

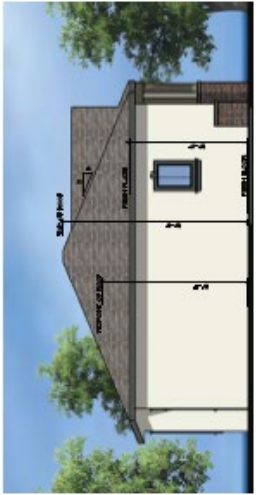
Hancock at Canyon Trails North Conceptual Elevations Two Bedroom (duplex style) w/o garages

ARTS & CRAFTS STYLE

UNIT 2
DUPLEX



FRONT



LEFT



PERSPECTIVE



RIGHT



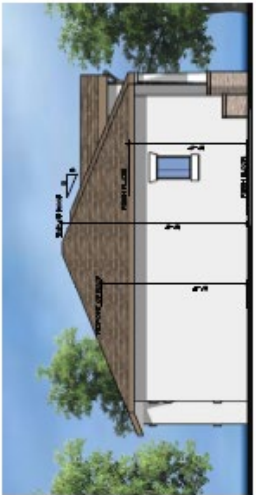
REAR

DESERT RANCH STYLE

UNIT 2
DUPLEX



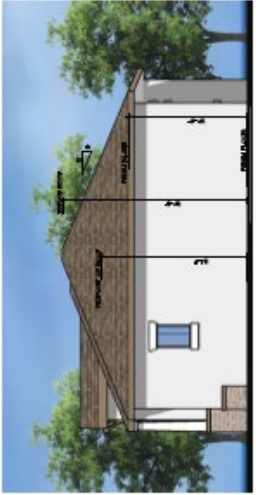
FRONT



LEFT



PERSPECTIVE



RIGHT



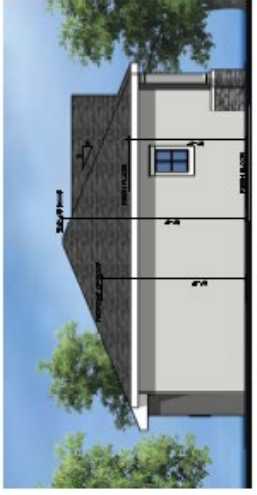
REAR

WELLFLEET STYLE

UNIT 2
DUPLEX



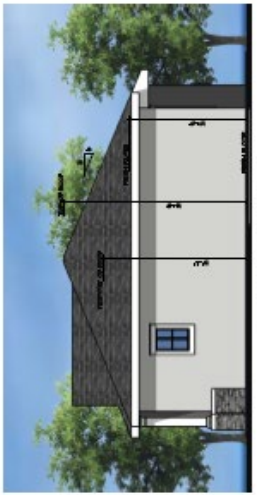
FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

Hancock at Canyon Trails North Conceptual Color Schemes

Scheme 1



Fascia, Trim at Stone: DEC756 Weathered Brown

Stucco: DE6129 Rustic Taupe

Accents, Popouts & Pillars: DEW314 Desert Star

Door & Shutter: DE6067 Wondering Road



Coronado Eastern Mountain Ledge, Camel Mountain

Scheme 2



Fascia & Trim at Stone: DE1631 Cocoa Powder

Stucco: DEC795 Grey Pearl

Accents, Popouts & Pillars: DEW382 Faded Grey

Door & Shutters: DE1187 Black



Coronado Eastern Mountain Ledge, Huron

Scheme 3



Fascia & Trim at Stone: DE690 Chocolate Pudding

Stucco: DE1690 Saddle Up

Accents, Popouts & Pillars: DE6128 Sand Dune

Door & Shutters: DE6035 Lynx



Coronado Eastern Mountain Ledge, Chablis

WELLFLEET STYLE

Scheme 4



Fascia, Popouts & Garage: DEW380 White

Stucco: DE1625 Reclaimed Wood

Shingles: DE6111 Ironic

Door: DE6349 Edge of Black



Special Used Brick, Wolf Grey

Scheme 5



Fascia, Popouts & Garage: DEW341 Swiss Coffee

Stucco: DE6143 Almond Latte

Shingles: DE1626 Metal Fringe

Door: DE1157 Cellar Door



Special Used Brick, Eagle Buff

Scheme 6



Fascia, Popouts & Garage: DE1617 Winter Morn

Stucco: DE1618 Industrial Age

Shingles: DE1619 Celluloid

Door: DE1423 Red Craft



Special Used Brick, Glacier

ARTS & CRAFTS

Scheme 7



Fascia: DE1695 Grange Hall

Stucco: DEC716 Insulting Frisage

Popouts: DE6207 Egyptian Sand

Door & Shutters: DE1695 Grange Hall



Coronado Prairie Stone, Latte

Scheme 8



Fascia: DE6384 Iron Fixture

Stucco: DEC786 Miners Dust

Popouts: DE1626 Metal Fringe

Door & Shutters: DE6384 Iron Fixture



Coronado Prairie Stone, Smoke

Scheme 9



Fascia: DE6126 Smoke House

Stucco: DE6122 Dry Creek

Popouts: DEC759 Hickory

Door & Shutters: DE6126 Smoke House



Coronado Prairie Stone, Mocha Granite

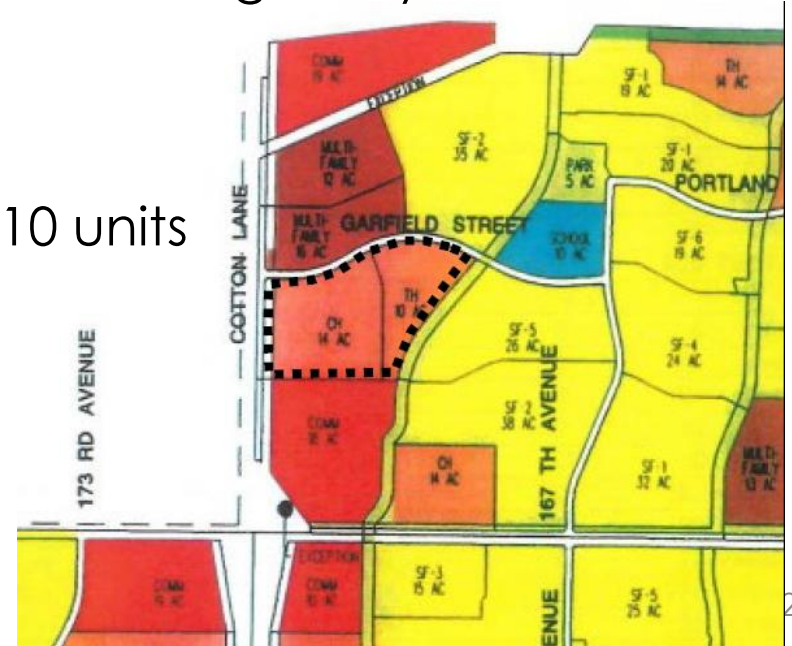


Hancock Communities at Canyon Trails North PAD



This aerial map shows the Canyon Trails area in Las Vegas. A large, irregularly shaped parcel in the center is outlined in red and labeled "Subject Property". To the north of this property is a residential development labeled "Glen River at Canyon Trails" and a school labeled "Desert Thunder Elem School". To the south is another residential development labeled "Deer Run at Canyon Trails". To the west of the subject property is a large, undeveloped area labeled "Cotton Lane RV". Further south is a residential development labeled "Hancock at Canyon Trails South". The map shows several streets: "W VAN BUREN ST" runs horizontally across the middle; "W GARFIELD ST" runs diagonally from the top right to the bottom right; "N 167TH AVE" runs vertically on the right; "N 166TH AVE" runs vertically below it; "N 165TH AVE" runs vertically below that; and "N 13RD AVE" runs vertically on the left. A scale bar in the top left corner indicates distances in feet (0, 100, 200, 300, 400, 500, 600, 700, 800, 900, 1000).

~210 units



Request



HANCOCK AT CANYON TRAILS NORTH

- Rezone to MF-12 with PAD Overlay
- PAD Overlay reduces rear yard setback from 30' to 20'



Conceptual Site Plan



OPER
JCK DEVELOPERS
CAMELBACK ROAD,
215
VIA, AZ 85008-1565
285-1300
BCT JANINE LIONS

LANDSCAPE ARCHITECT
WESTLAND RESOURCES, INC.
2020 N. CENTRAL ST.
PHOENIX, AZ 85004
(602) 898-7003
CONTACT: SHARON MILLER, PLA

Conceptual Landscape Plan



WELLFLEET STYLE

UNIT 1 W/GARAGE

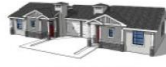
Conceptual
Elevations
One Bedroom with
Garage



FRONT



LEFT



PERSPECTIVE



RIGHT



**REAR
W/GARAGE**

DESERT RANCH STYLE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

ARTS & CRAFTS STYLE

UNIT 1 W/GARAGE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

WELLFLEET STYLE

UNIT 2 W/GARAGE

Conceptual
Elevations
Two Bedroom with
Garage



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

DESERT RANCH STYLE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

ARTS & CRAFTS STYLE

UNIT 2 W/GARAGE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

WELLFLEET STYLE

UNIT 1



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

Conceptual
Elevations
One Bedroom without
Garage

DESERT RANCH STYLE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

ARTS & CRAFTS STYLE

UNIT 1



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

DESERT RANCH STYLE

UNIT 2

Conceptual
Elevations
Two Bedroom without
Garage



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

WELLFLEET STYLE



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

ARTS & CRAFTS STYLE

UNIT 2



FRONT



LEFT



PERSPECTIVE



RIGHT



REAR

DESERT RANCH STYLE**UNIT 2
DUPLEX****FRONT****LEFT****PERSPECTIVE****RIGHT****REAR**

Conceptual
Elevations
Two Bedroom Duplex style
Without garages

WELLFLEET STYLE**FRONT****LEFT****PERSPECTIVE****RIGHT****REAR****ARTS & CRAFTS STYLE****UNIT 2
DUPLEX****FRONT****LEFT****PERSPECTIVE****RIGHT****REAR**

Recommendation



APPROVE

- Neighborhood Meeting (Zoom) 6/8/2021
- PZC recommended approval 10/13/2021

ITEM #: 9.
DATE: 10/25/2021
AI #:493



CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (SUPERSTAR CAR WASH)

STAFF PRESENTER(S): Steve Careccia, Principal Planner

OTHER PRESENTER(S):

Christopher Barta, Cawley Architects

SUMMARY

Use permit request for a convenience use (car wash) on property zoned C-2 (General Commercial) located west of the southwest corner of McDowell Road and Bullard Avenue.

Recommendation

Approve the request for a Use Permit for a convenience use (car wash) to be constructed on approximately 1.27 acres within the property identified as Lot 2 in the approved Preliminary Plat for Quiktrip Store #1417, a copy of which is attached hereto, as reflected in the conceptual site plan attached hereto, which is located in the C-2 (General Commercial) zoning district, subject to stipulations. (Steve Careccia, Principal Planner)

STIPULATIONS

1. Approval of the use permit does not constitute approval of a site plan. All future development 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, utilities, lighting, infrastructure, parking, access and circulation;
2. The configuration and location of the proposed building, drive lanes, and resultant traffic patterns shall be developed in substantial conformance with the conceptual site plan attached hereto. An amendment to the Use Permit shall be required if the Zoning Administrator determines that the site plan submitted for approval is not in substantial conformance with the conceptual site plan attached hereto;
3. Noise levels generated by the car wash shall not exceed 55 dBA at the west property line of Lot 3 and 55 dBA at the south property line of Lot 2 of the approved Preliminary Plat for QuikTrip Store #1417, a copy of which is attached hereto. The owner of the property subject to this use permit or the operator of the car wash shall make all modifications to its equipment and/or to the site as needed to ensure that the noise generated from the operation of the car

wash does not exceed the noise levels set forth herein. The failure to comply with the requirements set forth herein can result in the termination of this use permit if modifications to equipment and/or to the site are not timely completed to ensure that the noise generated from the operation of the car wash does not exceed the noise levels set forth herein;

4. Prior to the issuance of a final Certificate of Occupancy for the car wash being permitted herein, a noise analysis demonstrating the noise levels generated by the operation of the car wash do not exceed the noise levels set forth in Stipulation No. 3 above shall be submitted to the city. No Certificate of Occupancy shall be issued until a noise study demonstrating that the noise levels generated by the operation of the car wash are in conformance with the stipulations set forth herein;

5. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of city staff's observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The failure to comply with the requirements set forth herein can result in the termination of this use permit if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets;

6. The three designated employee parking spaces noted on the conceptual site plan, attached hereto, shall be signed for employee parking only, with said designation enforced by the owner/operator;

7. Landscaping, including green screens and shrubs, shall be provided along the west side of the car wash building;

8. A landscaped berm and 42-inch high masonry screen wall shall be installed along the McDowell Road frontage in conformance with the conceptual site plan, attached hereto;

9. The design, materials and colors of the car wash building shall be in substantial conformance with the conceptual building elevations, attached hereto;

10. The hours of operation for this car wash shall be between 7:00 AM and 8:00 PM;

11. All signage proposed on the subject property shall require separate review and approval of sign permits. No signage is approved as part of this use permit; and,

12. Failure of the owner/operator to take remedial actions to comply with the stipulations herein within a reasonable time period as determined by the Development Services Director or designee, can result in termination of this use permit and/or an order to cease operations.

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 zoned C-2 (General Commercial). The parcel was rezoned from AG (Agricultural) to C-2 (General Commercial) on May 14, 2007 with the adoption of Ordinance No. 07-1070.

A site plan for the overall commercial area that included the subject property was approved on April 21, 2010 (Case No. 08-600-00021). The site plan included two hotels, shops and restaurants. A site plan revising the site layout for the two hotels was approved on September 12, 2018 (Case No. 18-600-00011).

A comprehensive sign package (CSP) that included the subject property was approved on September 13, 2010 (Case No. 08-630-00013). This CSP provided signage for the two hotels and accompanying commercial users.

The subject property was included in a preliminary plat approved on July 19, 2021. The preliminary plat subdivided a larger 5.8-acre property into three lots. Lot 1 is located at the southwest corner of McDowell Road and Bullard Avenue. This 2.5-acre lot is intended for a QuikTrip fuel station with convenience store. The subject property is designated as Lot 2 and located west of Lot 1. Lot 3 is proposed to the west of Lot 2 and encompasses two acres. At this time, there are no formal development plans for Lot 3.

The Planning and Zoning Commission considered this item at a public hearing held on October 13, 2021. The Commission voted (5-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy:

A 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 is requesting approval of a use permit to facilitate the development of a Superstar Car Wash on property zoned C-2 (General Commercial). The car wash will be located on a proposed parcel located near the southwest corner of Bullard Avenue and McDowell Road.

The conceptual site plan, attached hereto, includes an automated car wash and associated facilities. The 4,487 square-foot main building includes the car wash tunnel, an office, equipment space, restroom, vending machine area, fire riser room, and vacuum equipment

room. The site will also include three self-service pay stations, 28 covered vacuum parking spaces, three employee parking spaces and four bicycle spaces. The parking canopies are intended to provide shade while customers vacuum their vehicles.

The car wash building is oriented north-south, with the tunnel entrance facing south towards I-10 and the exit facing north towards McDowell Road. Customers will remain in their vehicles throughout the pay and wash processes. Customers may vacuum their vehicles at one of the 28 covered self-vacuum parking spaces prior to or after the tunnel wash.

Conceptual building elevations, attached hereto, show the design, materials and colors intended for the car wash facility. Given the highly visible location of the proposed convenience use, staff, the applicant, and property owner collaborated on the design of the building elevations and site. The intent was to ensure that the building met the city's design guidelines and regulations for convenience uses. The end result is a building and site design that incorporates some of the corporate identity desired by car wash operator while adhering to the city's design guidelines. In accordance with city requirements that do not allow car wash bays/openings to front onto a public street, the applicant chose to screen the car wash tunnel exit facing McDowell Road with a 42-inch masonry wall and landscape berm placed in front of the wall.

A site plan was submitted concurrently with this request for use permit. Site plan approval will be subject to use permit approval.

Evaluation Criteria:

The Zoning Ordinance, Section 1-3-2 (Use Permits) provides that the Planning and Zoning Commission and City Council must determine that the proposed use meets the following two findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare.

The proposed car wash will include equipment to wash, dry and vacuum vehicles, with such equipment capable of producing higher levels of noise compared to other general commercial uses. To help address this issue, the application indicates such equipment will be housed within enclosures or inside the car wash tunnel to help capture noise and prevent trespass. Furthermore, the applicant conducted a noise assessment, attached hereto, that identified the existing background noise level (46 dBA) for the surrounding area. The assessment also modeled anticipated noise levels at five locations (46-55 dBA) around the site, assuming operation of the car wash. The noise assessment indicated the highest noise levels would be generated at the tunnel entrance and exit, with noise levels dropping to near background levels towards the southern and eastern measurement locations. To ensure actual operational noise levels are consistent with the findings of this assessment, a stipulation of approval will require a noise analysis to be conducted prior to the opening of the car wash. Should the noise analysis show that operational noise levels exceed those levels identified in the noise assessment and stipulations, the owner/operator will be required to modify the site and/or car wash equipment in order to achieve conformance with the assessment and stipulations. Failure to achieve such noise level reductions could prevent the opening of the car wash facility to the public or cessation of operation, should excessive noise levels become an issue in the future.

Regarding persons residing in the area, the nearest residential development to the subject property is a multi-family development located approximately 1,340 feet to the northeast. The nearest single family development is located approximately 2,000 feet to the east, within Palm Valley. Given these separations, it is anticipated that the operation of the car wash should not have any detrimental effect, including noise trespass, on these residential developments.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area.

Surrounding land uses and zoning include:

- North- McDowell Road and undeveloped property entitled for regional commercial uses within the Goodyear Planned Regional Center PAD.
- South- Two undeveloped pads, a proposed professional office building and two hotels (Springhill Suites and Tru Hotel) on property zoned C-2 (General Commercial).
- East – A proposed QuikTrip convenience store on property zoned C-2 (General Commercial), Bullard Avenue and developed commercial property within the Goodyear Centerscape PAD.
- West- Undeveloped commercial property within the Goodyear Planned Regional Center PAD.

The proposed use will be located within an area intended for commercial uses, with no residential development within close proximity to the proposed use. To date, the immediate area includes two hotels, a planned QuikTrip and a planned professional office building. The overall area surrounding the proposed use is intended to be a high-intensity commercial corridor having adjacency to a freeway and major arterial street, with development including a theater, restaurants, a fitness facility and offices. Given these site conditions and existing/planned uses, the proposed car wash use should be reasonably compatible with the surrounding area, if operated in conformance with the noise study and stipulations of approval, as previously stated and discussed herein.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation.

As shown on the preliminary site plan, the 1.27-acre parcel is of sufficient size and configuration to accommodate the proposed car wash. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master plan for the center. Customers will be able to utilize the internal drives within the center to access the surrounding public roadways. All internal infrastructure required to provide proper access and circulation for the car wash facility will be constructed prior to start of any public operation.

2. Compatibility of the proposed hours of operation with adjacent residential areas.

The car wash is proposed to be open 7:00 AM to 8:00 PM, seven days a week. Given the uses proposed location within a commercial center and the previously noted distances to residential development, staff does not recommend any restrictions on hours of operation.

3. Required traffic mitigation measures, if any:

Adjacent public streets have been improved to the curb, including deceleration/turn lanes. However, right-of-way landscaping and sidewalks will need to be installed by the owner/developer. The intersection of Bullard Avenue and McDowell Road is signalized.

The convenience use should not adversely impact any public street given the size and configuration of the parcel, which provides sufficient space for vehicles to internally queue, maneuver and park. The driveways into the parcel will provide the minimum distance of 80 feet between the travel lane and first commercial drive aisle, which is intended to keep commercial traffic within the center from queuing onto the public streets. However, staff is proposing a stipulation to address queued vehicles in regard to fire lanes and public streets. The location and number of parking spaces proposed for this car wash will comply with city standards.

4. Other concerns, which may place the advisability of the proposed convenience use in question.

Outside of the noise concerns, as previously noted herein and addressed through the stipulations of approval, staff had no other concerns with the development of the car wash facility on the property.

Fire Response:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#181	3.3	1.65	3.3	1.65	#183	4.95	2.48	4.95	2.48

Public Participation:

In accordance with the City's Citizen Review Process, an alternative notification process was used for this request. A formal citizen review meeting was not involved, but notice providing information on the request was mailed to surrounding property owners within 500 feet of the subject property. To date, staff has not received any public inquires on this request.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a postcard mailed to the owners of property within 500 feet of the subject property, including the ownership entities for the two hotels and proposed office building; a legal notice published in the Arizona Republic, Southwest Edition, on September 24, 2021; and a notice of public hearing sign posted on the property. To date, staff has not received any public inquiries on this request.

At the October 13, 2021 public hearing for this item, the Planning and Zoning Commission discussed the apparent abundance of car washes in the area. The applicant responded that the car washes have been popular with customers, with most obtaining monthly memberships. The Commission also discussed queuing and whether vehicles would spill over into adjoining drives at peak times. Staff responded that spillover could be a concern, and therefore had recommended Stipulation No. 5 to require a traffic management plan should events warrant as such. The applicant responded that the car wash tunnel speed can be adjusted and sped up if

queues started to backup. Further, the applicant noted the site would be watched by onsite staff, who could direct traffic and adjust tunnel speed as needed. Upon close of the public hearing, the Commission voted (5-0) to forward a recommendation of approval to the City Council. There was no opposition to the item presented at the public hearing.

Attachments

1. Aerial Photo
 2. Project Narrative
 3. Conceptual Site Plan
 4. Conceptual Building Elevations
 5. Conceptual Landscape Plan
 6. Noise Study
 7. QuikTrip Preliminary Plat
- Staff Presentation

AERIAL PHOTO
SUPERSTAR CAR WASH USE PERMIT



To: City of Goodyear Development Center

From: D. Christopher Barta

Subject: Site Plan & Use Permit Submittal (PZTEMP21-11509)
Super Star Car Wash - SWC of McDowell Rd. & Bullard Ave.

Date: Revised Friday, June 11, 2021

NARRATIVE

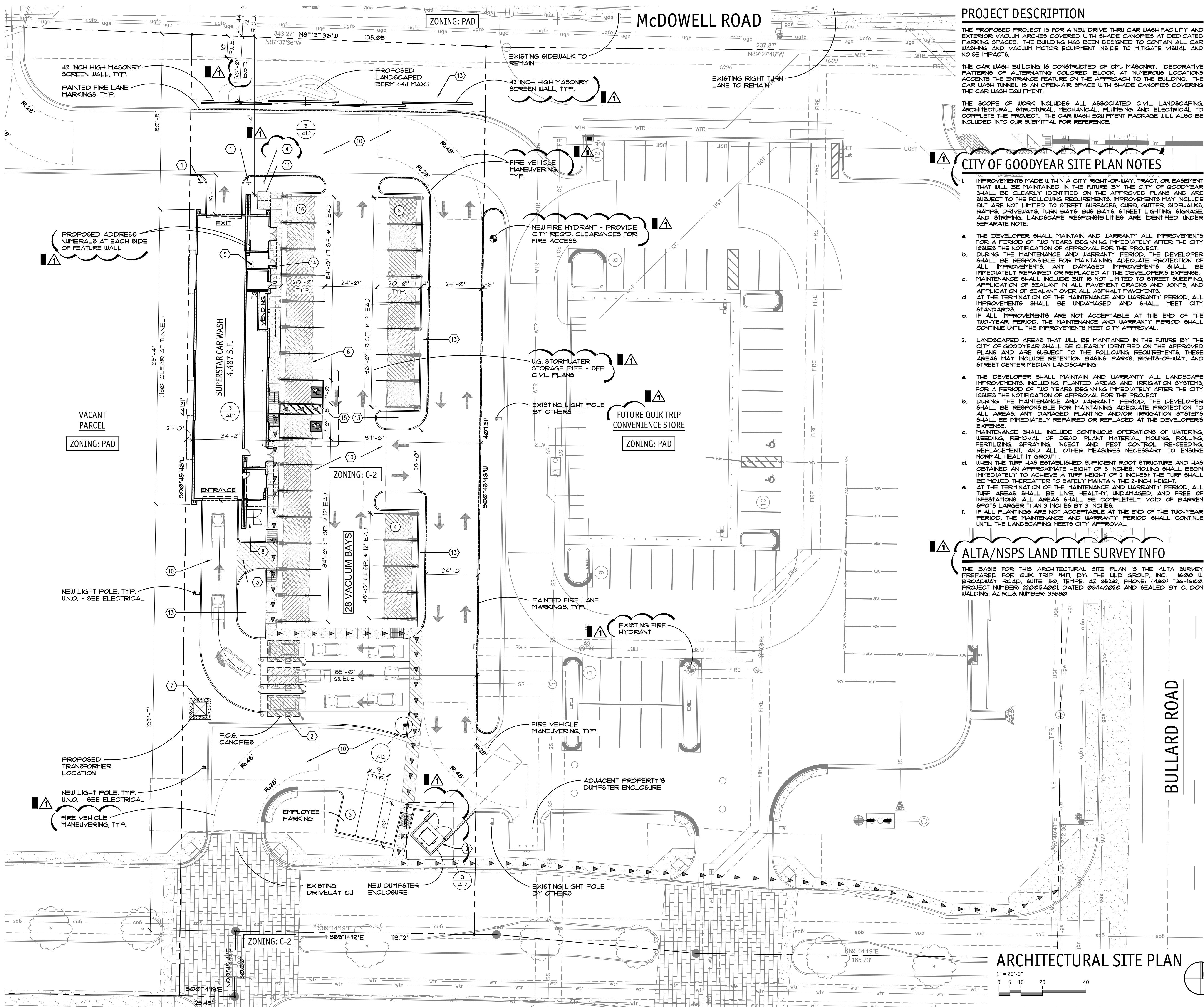
Super Star Car Wash is expanding in the west valley and has selected a site within the forthcoming Goodyear Professional Plaza in Goodyear, Arizona. The scope of work for this project includes construction of a new 4,487 SF automated car wash facility to be sited on 1.27 acres (55,267 SF) located near the SWC of McDowell Road & Bullard Avenue. Existing zoning is C-2 'General Commercial' and the APN for the existing parcel is 500-10-709. Currently, a re-plat is underway which will subdivide the larger property into three smaller parcels.

The proposed Super Star Car Wash facility will feature new corporate architecture and the following enhanced features: modern architectural massing and fenestration with horizontal metal louvers; incorporated green screens; three self-service pay stations; an open 130 foot tunnel; 28 covered vacuum parking spaces; three dedicated employee parking spaces; shared site access with the adjacent parcels and all associated new utilities. Note that there are no overhead power lines on this parcel and all utility improvements shall be underground. All roof mounted HVAC equipment will be fully screened by parapet walls.

Other businesses which have already built in this development include hotels by Marriott and Hilton which are adjacent to the freeway frontage to the south.. A Quik Trip convenience store will be sited directly on the corner to the east of this parcel.

Orientation of the new car wash was driven by the proportions of this parcel and it allows for the tunnel exit to be located facing north toward the busy street and away from the neighboring hotels. New landscaping, which will conform to City of Goodyear requirements will be utilized to screen vehicular areas via the use of masonry screen walls and earthen berms. Additional landscaping has been provided north of the car wash tunnel to mitigate views and noise at the exit.

This project shall also demonstrate compliance with the zoning stipulations associated with Ordinance 07-1070.



PROJECT DESCRIPTION

THE PROPOSED PROJECT IS FOR A NEW DRIVE THRU CAR WASH FACILITY AND EXTERIOR VACUUM ARCHES COVERED WITH SHADE CANOPIES AT DEDICATED PARKING SPACES. THE BUILDING HAS BEEN DESIGNED TO CONTAIN ALL CAR WASHING AND VACUUM MOTOR EQUIPMENT INSIDE TO MITIGATE VISUAL AND NOISE IMPACTS.

THE CAR WASH BUILDING IS CONSTRUCTED OF CMU MASONRY. DECORATIVE PATTERNS OF ALTERNATING COLORED BLOCK BY THE CITY OF GOODYEAR ACCENTS THE ENTRANCE FEATURE ON THE APPROACH TO THE BUILDING. THE CAR WASH TUNNEL IS AN OPEN-AIR SPACE WITH SHADE CANOPIES COVERING THE CAR WASH EQUIPMENT.

THE SCOPE OF WORK INCLUDES ALL ASSOCIATED CIVIL, LANDSCAPING, ARCHITECTURAL, STRUCTURAL, MECHANICAL, PLUMBING AND ELECTRICAL TO COMPLETE THE PROJECT. THE CAR WASH EQUIPMENT PACKAGE WILL ALSO BE INCLUDED INTO OUR SUBMITTAL FOR REFERENCE.

CITY OF GOODYEAR SITE PLAN NOTES

- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE.
- THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
- AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
- THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
- WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOVED THEREAFTER TO MAINTAIN THE 2-INCH HEIGHT.
- 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.
- IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

ALTA/NSPS LAND TITLE SURVEY INFO

THE BASIS FOR THIS ARCHITECTURAL SITE PLAN IS THE ALTA SURVEY PREPARED FOR QUIK TRIP #411, BY: THE WLB GROUP, INC. 1600 W. BROADWAY ROAD, SUITE 150, TEMPE, AZ 85282, PHONE: (480) 736-1600. PROJECT NUMBER: 220012A000, DATED 08/14/2020 AND SEALED BY C. DON WARDING, AZ R.L.S. NUMBER: 33880.

SITE DATA

PROJECT:	SUPERSTAR CAR WASH
ADDRESS:	SWC of McDOWELL ROAD & BULLARD AVENUE GOODYEAR, AZ 85338
DEVELOPER:	SUPERSTAR CAR WASH 1830 N. 95TH AVENUE SUITE 108 PHOENIX, ARIZONA 85037
SCOPE:	A NEW 4,487 SF SUPERSTAR CAR WASH PROVIDING AUTOMATED SERVICES
LEGAL DESCRIPTION:	SEE CIVIL
ASSESSOR PARCEL NO.:	500-10-709
ZONING:	C-2
SITE AREA:	+/- 55,267 SF +/- 1.27 ACRES
BUILDING AREA:	4,487 SF GROSS
STORIES:	SINGLE STORY
LOT COVERAGE:	7.5%
LANDSCAPE AREA:	10,037 SF
LANDSCAPE COVERAGE:	10,037 / 55,267 = 0.182 (18%)
OCCUPANCY:	B / U
CONSTRUCTION TYPE:	V-B
ALLOWABLE AREA:	36,000 S.F. (SINGLE STORY)
SLOPE DEPTH:	1/4" PER 1'-0" MIN.
SCREENING HEIGHT:	50" MAX.
BUILDING HEIGHT:	26'-0"
CANOPY HEIGHT:	9'-6"

PARKING CALCULATIONS

REQUIRED PARKING (PER ZO 6-4-2-B)	TOTAL
AUTOMATED OR SELF SERVICE CAR WASH	2
TOTAL REQUIRED	2
PARKING PROVIDED	
STANDARD PARKING SPACES	3
ACCESSIBLE VACUUM BAYS	2
STANDARD VACUUM BAYS	26
TOTAL SPACES ON SITE	31

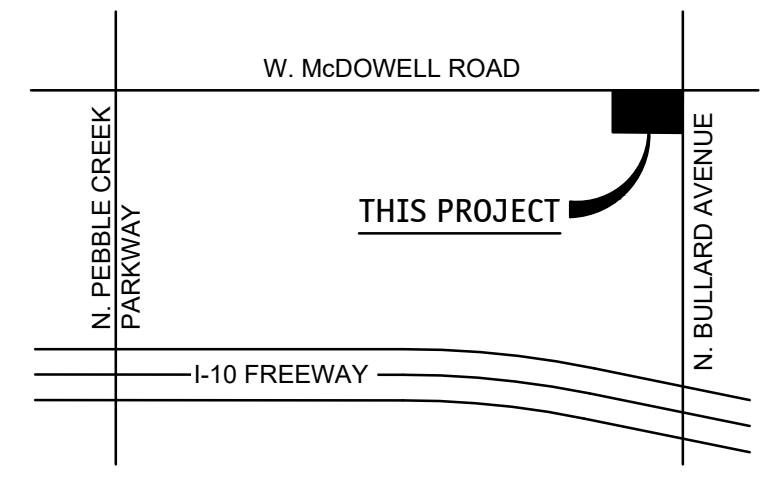
LEGEND

---	PROPERTY LINE
---	EASEMENT / SETBACK LINE
---	CAR OVERHANG, MEASURED FROM FACE OF CURB AS DIMENSIONED ON SITE PLAN
---	6' CURB
---	SITE WALL
---	SALT FINISH CONCRETE SIDEWALK
---	PAINT STRIPING ON PAVEMENT
---	NEW FIRE HYDRANT
---	EXISTING FIRE HYDRANT
---	ACCESSIBLE ROUTE / PATH OF TRAVEL
---	CURB AT FIRE LANE PAINTED RED WITH 4" WHITE REFLECTIVE LETTERING 'NO PARKING FIRE LANE' MARKINGS PER FIRE DEPARTMENT STANDARDS

SHEET KEYNOTES

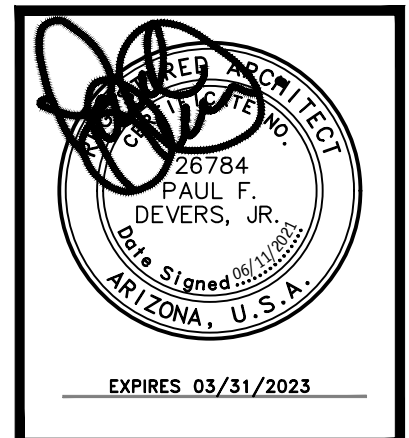
- "DO NOT ENTER" DIRECTIONAL SIGNAGE
- CAR WASH PAY STATIONS, TYP. OF (3)
- CAR WASH ESCAPE LANE
- REMOTE FIRE DEPARTMENT CONNECTION (FDC) - SEE CIVIL PLANS
- FIRE RISER - SEE CIVIL DRAWINGS
- LINE OF CANOPY - SEE CANOPY DRAWINGS AND EXTERIOR ELEVATIONS
- TRANSFORMER ON CONCRETE PAD WITH CLEAR SPACE PER UTILITY COMPANY
- SERVICE ENTRANCE SECTION (S.E.S.) - SEE ELECTRICAL DRAWINGS
- REFUSE ENCLOSURE PER CITY STANDARDS - SEE SITE DETAILS
- CONCRETE OVER ABC - SEE CIVIL DRAWINGS AND GEO TECHNICAL REPORT
- BIKE RACK - SEE SITE DETAILS
- LIGHT POLE, TYP. - SEE ELECTRICAL DRAWINGS AND SITE DETAILS
- LANDSCAPING, TYP. - SEE LANDSCAPE DRAWINGS
- KNOX BOX PER CITY FIRE DEPARTMENT REGULATIONS
- PROVIDE PAINTED PARKING STRIPING, ADA SIGNAGE, AND WALKWAY STRIPING PER CITY STANDARDS

VICINITY MAP



730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060

CawleyArchitects.com



SUPERSTAR CAR WASH

SWC McDOWELL ROAD & BULLARD AVENUE GOODYEAR, AZ 85338

DATE
TEST FIT SITE PLAN 01-14-2021
PRE-APP MITG. SUBMITTAL 01-26-2021
SITE PLAN & USE PERMIT 04-02-2021
2ND SUBMITTAL CITY COMMENTS 06-11-2021

NOTICE OF ALTERNATE BILLING CYCLE:
This contract allows the owner to require submission of billings or estimates in billing cycles other than thirty days. A written description of such other billing cycle applicable to this project is available from the owner or the owner's designated agent (see owner's telephone number and address on cover sheet) and the owner or its designated agent shall provide this written description upon request.

The architectural design and data presented in these documents is an instrument of service provided by Cawley Architects.

All discrepancies found in these documents, and these documents shall be reported to the General Contractor prior to commencement of the work.

Discrepancies between bid amounts and these documents shall be reported to the General Contractor prior to commencement of work.

Project: 20167

A1.1



Superstar Car Wash - Goodyear/McDowell

This artist rendering is for conceptual design only and should not be referred to as a construction document.

Goodyear, Arizona

2021 . 06 . 24





Superstar Car Wash - Goodyear/McDowell

This artist rendering is for conceptual design only and should not be referred to as a construction document.

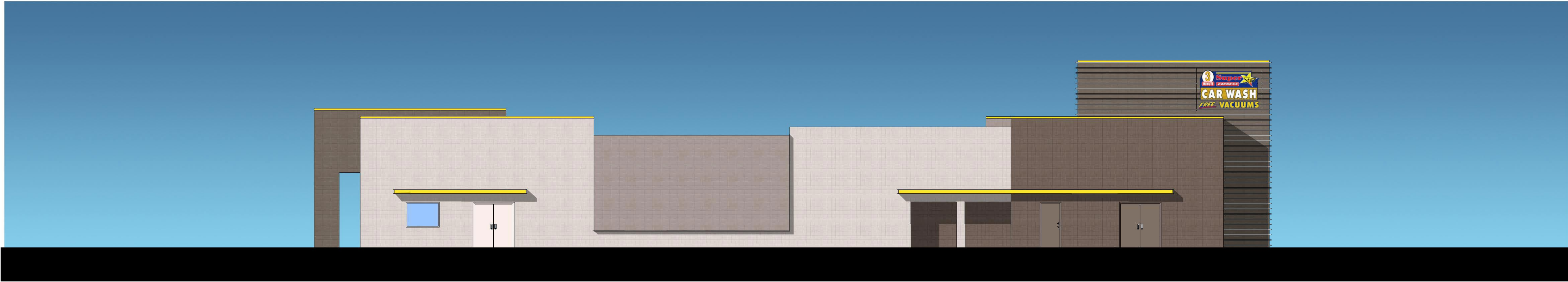
Goodyear, Arizona

2021 . 06 . 24

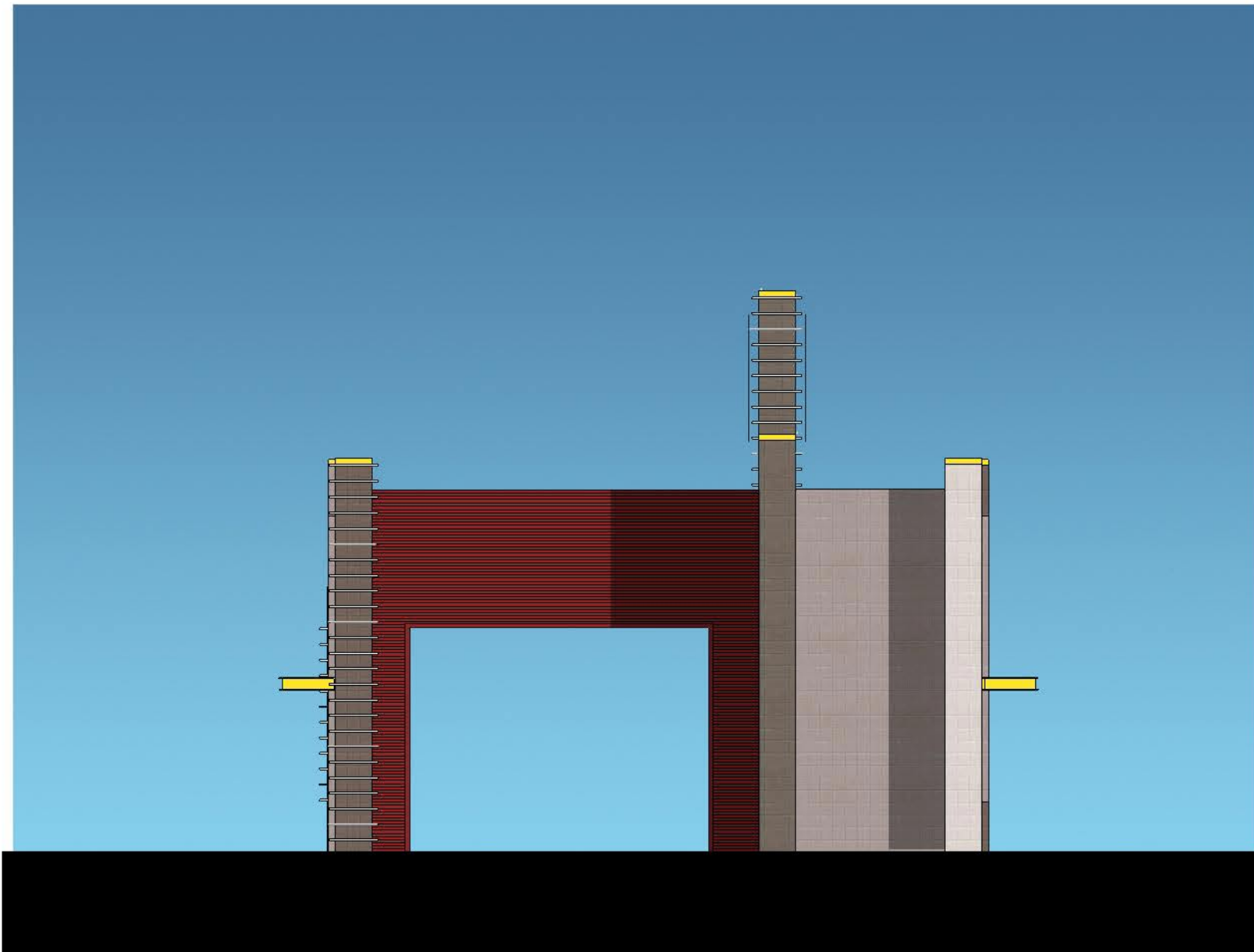




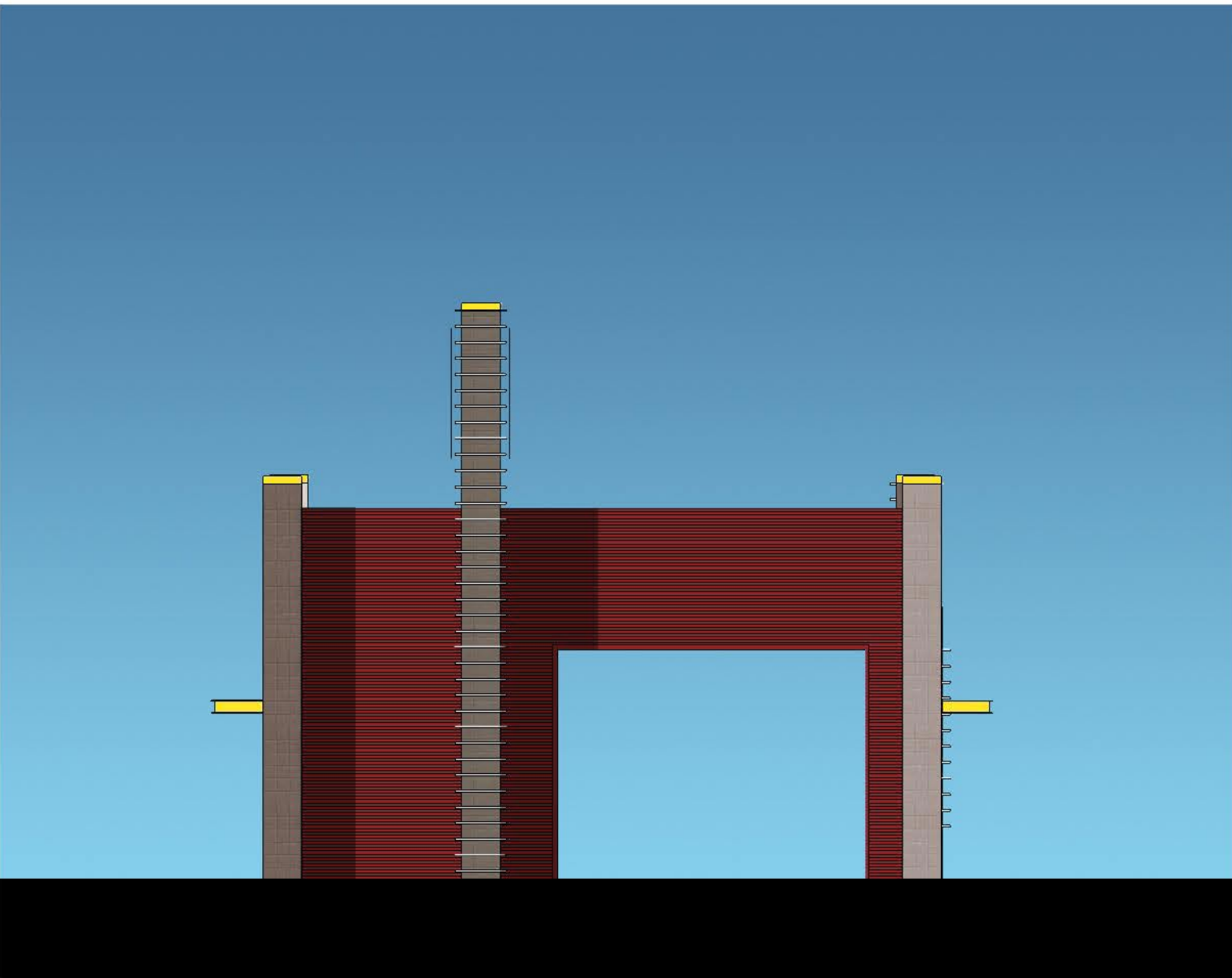
SIDE ELEVATION



VACUUM SIDE ELEVATION



TUNNEL EXIT ELEVATION



TUNNEL ENTRY ELEVATION

Superstar Car Wash - Goodyear/McDowell

This artist rendering is for conceptual design only, was done without benefit of a survey and should not be referred to as a construction document.

Goodyear, Arizona

2022 . 06 . 24





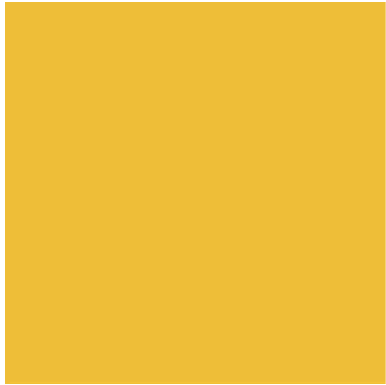
① **Material:** Paint
Manufacturer: Dunn Edwards
Color: 'Thick Fog'
Color Number: DE6058



② **Material:** Paint
Manufacturer: Dunn Edwards
Color: 'Twilight Taupe'
Color Number: DE6060



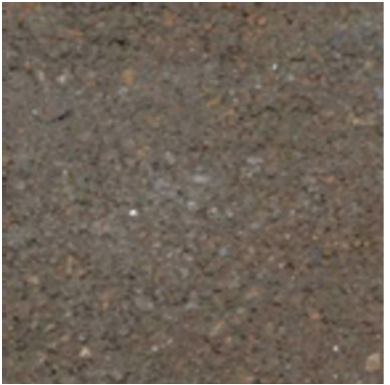
③ **Material:** Paint
Manufacturer: Dunn Edwards
Color: 'Tea Bag'
Color Number: DE6062



④ **Material:** Paint
Manufacturer: Dunn Edwards
Color: 'Sunflower'
Color Number: DE5391



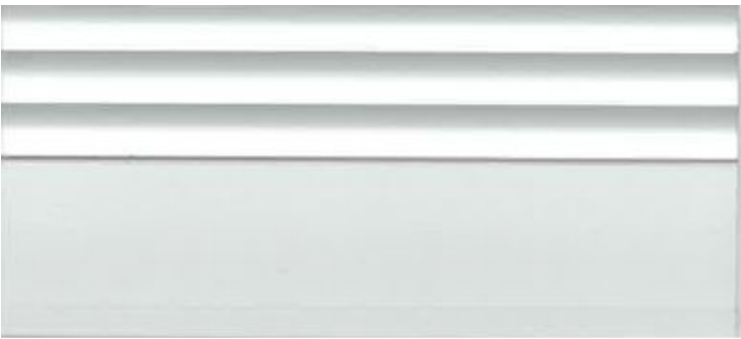
MP **Material:** Prefinished Metal Panel
Manufacturer: Metal Sales
style: Ribbed Wall Panel -TL1222
Color: Colonial Red



BK1 **Material:** Integral Color CMU
Manufacturer: Superlite
Style: Smooth Face-Stack Bond
Color:Mojave Brown



- ④ MC
- MF
- BK1
- MP
- ② BK2
- ① BK2
- ② BK2
- ③ BK2
- ④ CF
- ④ CD
- F1
- GL
- MF



F1 **Material:** Pre-Finished Storefront
Manufacturer: Arcadia
Color: 'Clear Anodized'
Color Number: AC-2

ADDITIONAL MATERIALS

- GL** **Material:** Insulated Glazing
Manufacturer: PPG
Color: 'Gray Reflective'
Refer to A7 Building Elevation
Sheets for Glass specification
and 12" x 12" sample
- CF** Canopy Frame-8" C-Channel
- CD** Hat Channel System-8" On Center
- MF** Metal Wall Cladding
B&C Awning Inc.
1 ½" x 6 ⅛" Aluminum Tubes
Zinc Grey
- MC** Metal Cap
- BK2** Smooth Face Single Score
CMU-8"x8"
- BK3** Smooth Face Stack Bond
CMU-12"x16"

SUPERSTAR CAR WASH
Perpendicular Prototype Design

02.11.2021



The Artist Rendering & Material Specifications are for conceptual design only and should not be referred to as a construction document - See A7 Building Elevation Sheets for actual specifications

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.

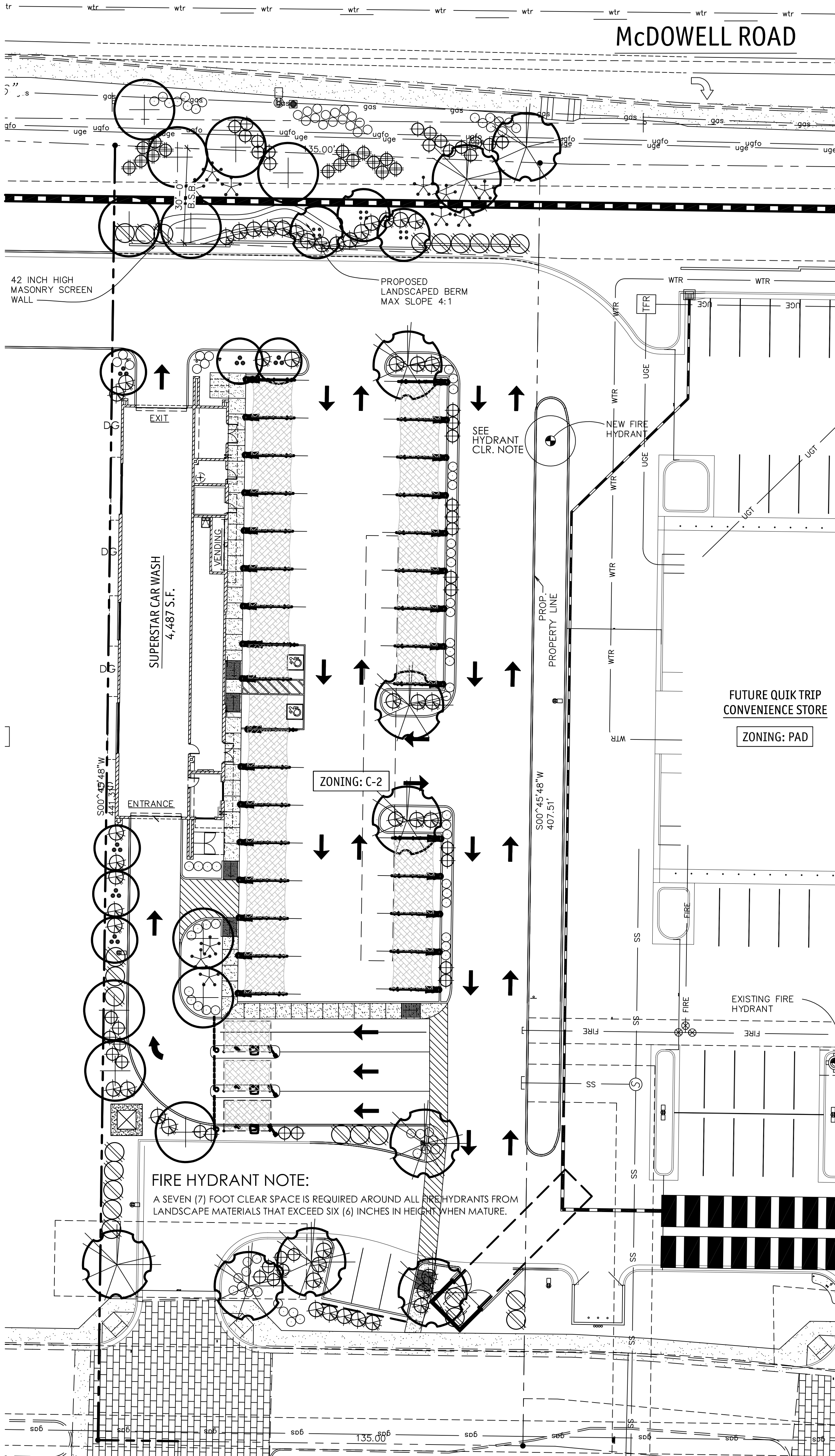
15. Landscape areas that will be maintained by city parks department shall be clearly identified on these plans and are subject to the following requirements.
 - a. The developer shall maintain and warranty all planted areas including irrigation systems for a period of two years beginning immediately 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 violation 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.
- 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.
- G. Right-of-way improvements shall not be accepted until 'As-Built' 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 dist 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.

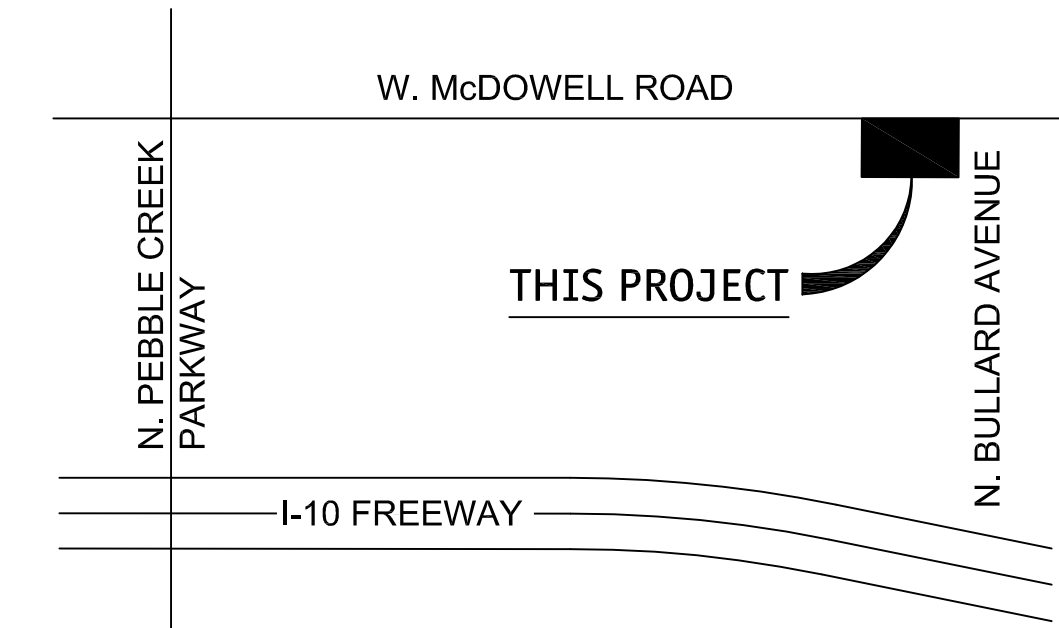
SIGHT VISIBILITY NOTE:

SHRUBS AND GROUND COVERSS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 2 FEET. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING.

TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM THE EDGE OF PAVEMENT.

VICINITY MAP

N.T.S.



LANDSCAPE LEGEND

- CERCIDIUM 'HYBRID'
DESERT MUSEUM PALO VERDE
24" BOX
- ACACIA SALICINA
WILLOW ACACIA
24" BOX
- CHILOPSIS LINEARIS 'BUBBA'
DESERT WILLOW
24" BOX
- SOPHORA SECUNDIFLORA
TEXAS MOUNTAIN LAUREL
24" BOX
- LEUCOPHYLLUM FRUTESCENS
'GREEN CLOUD'
5 GALLON
- CAESALPINIA MEXICANA
MEXICAN BIRD OF PARADISE
5 GALLON
- TECOMA 'ORANGE JUBILEE'
ORANGE JUBILEE
5 GALLON
- HESPERALOE PARVIFLORA
RED YUCCA
5 GALLON
- DASYLIRION WHEELERII
DESERT SPOON
5 GALLON
- LANTANA MONTEVIDENSIS
'GOLD MOUND'
1 GALLON
- LANTANA MONTEVIDENSIS
TRAILING PURPLE
1 GALLON

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

LANDSCAPE PLAN



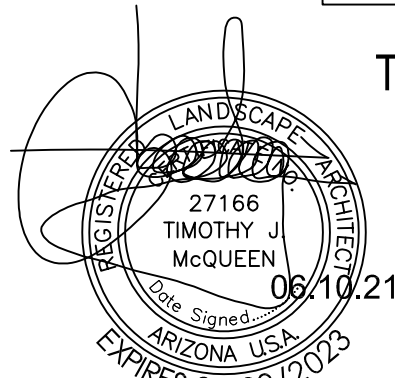
THIS PLAN SHEET DOES NOT HAVE ANY
LANDSCAPE AREAS THAT WILL BE
MAINTAINED BY THE CITY OF GOODYEAR.

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: timmqueen@tjma.net



T.J. McQUEEN & ASSOC., INC. LANDSCAPE ARCHITECTURE (TJMA) EXPRESSLY RESERVES ITS COMMON LAW, COPYRIGHT, DESIGN, PROPRIETARY, REGISTERED, TRADE, NAME, TRADE, NAME, AND ALL RIGHTS TO BE REPRODUCED, CHANGED, OR COPIED IN ANY MANNER WITHOUT THE EXPRESS WRITTEN PERMISSION AND CONSENT FROM TJMA.



730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060

CawleyArchitects.com

SUPERSTAR
CAR WASH

SWC McDOWELL
ROAD & BULLARD
AVENUE
GOODYEAR, AZ
85338

DATE

TEST FIT SITE PLAN
01-14-2021

PRE-APP MTG. SUBMITTAL
01-26-2021

SITE PLAN & USE PERMIT
04-02-2021

NOTICE OF ALTERNATE BILLING
CYCLE:

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All discrepancies found in these documents, or conflicts between these documents and actual field conditions shall be reported to Cawley Architects for resolution prior to commencement of the work.

Discrepancies between bid amounts and these documents shall be reported to the General Contractor prior to commencement of work.

Project: 20167

La.01

March 19, 2021

Mr. Reza Amirrezvani
SSCW Companies
14425 W McDowell Road, Suite F-108
Goodyear, AZ 85395

Subject: SuperStar Express Car Wash @ South West Corner of McDowell Road and Bullard Road – Noise Review Letter – City of Goodyear, AZ

Dear Mr. Amirrezvani:

MD Acoustics, LLC (MD) has completed a noise assessment for the proposed SuperStar Express Car Wash located at the south west corner of McDowell Road and Bullard Road, in Goodyear, AZ. This assessment reviews the projected car wash operational noise levels and compares to the City's noise ordinance. The project proposes an approximately 4,180 square foot car wash tunnel with 28 vacuum parking stalls.

1.0 Assessment Overview

This assessment evaluates the projections operational noise and compares to the City's noise ordinance for informational purposes. The project location map is located in Exhibit A. The site plan utilized for the project is indicated in Exhibit B. It should be noted that the nearest residences are located 1,600-feet to the northeast and a hotel is located 200 feet to the south. A glossary of Acoustical Terms is located in Appendix A.

2.0 Local Acoustical Requirements

The City of Goodyear does not specifically address nor have a specific not to exceed noise limit as it relates to mechanical noise. Therefore, MD refers to the Maricopa County noise ordinance. Maricopa County outlines their noise regulations and standards within the Code of Ordinances from the Municipal Code. Ordinance P-23, Section V. Public Disturbances (A) outlines the allowable noise levels and discusses special noise sources and is as follows:

It shall be unlawful for any person to cause, or for any person in possession of property to allow to originate from the property, any noise which disturbs the peace or quiet of any neighborhood if such noise can be heard from within closed residential structures located within 500 feet of the boundary of the property from which such noise emanates. This subsection shall not apply to noise produced in the normal conduct of business provided that such noise occurs within the normal and customary hours for the conduct of such business, which is based on the normal and customary hours of operation of similar, existing businesses, and the operation is legally conducted within the scope of all ordinances, laws, and statutes of Maricopa County and the State of Arizona

Exhibit A
Location Map



C
CAWLEY
ARCHITECTS
730 N. 52nd St. Ste. 203
Phoenix, Arizona 85008
P 602.393.5060
CawleyArchitects.com



SWC McDOWELL
ROAD & BULLARD
AVENUE
GOODYEAR, AZ
85338

DATE
TEST FIT SITE PLAN
01/14/2021

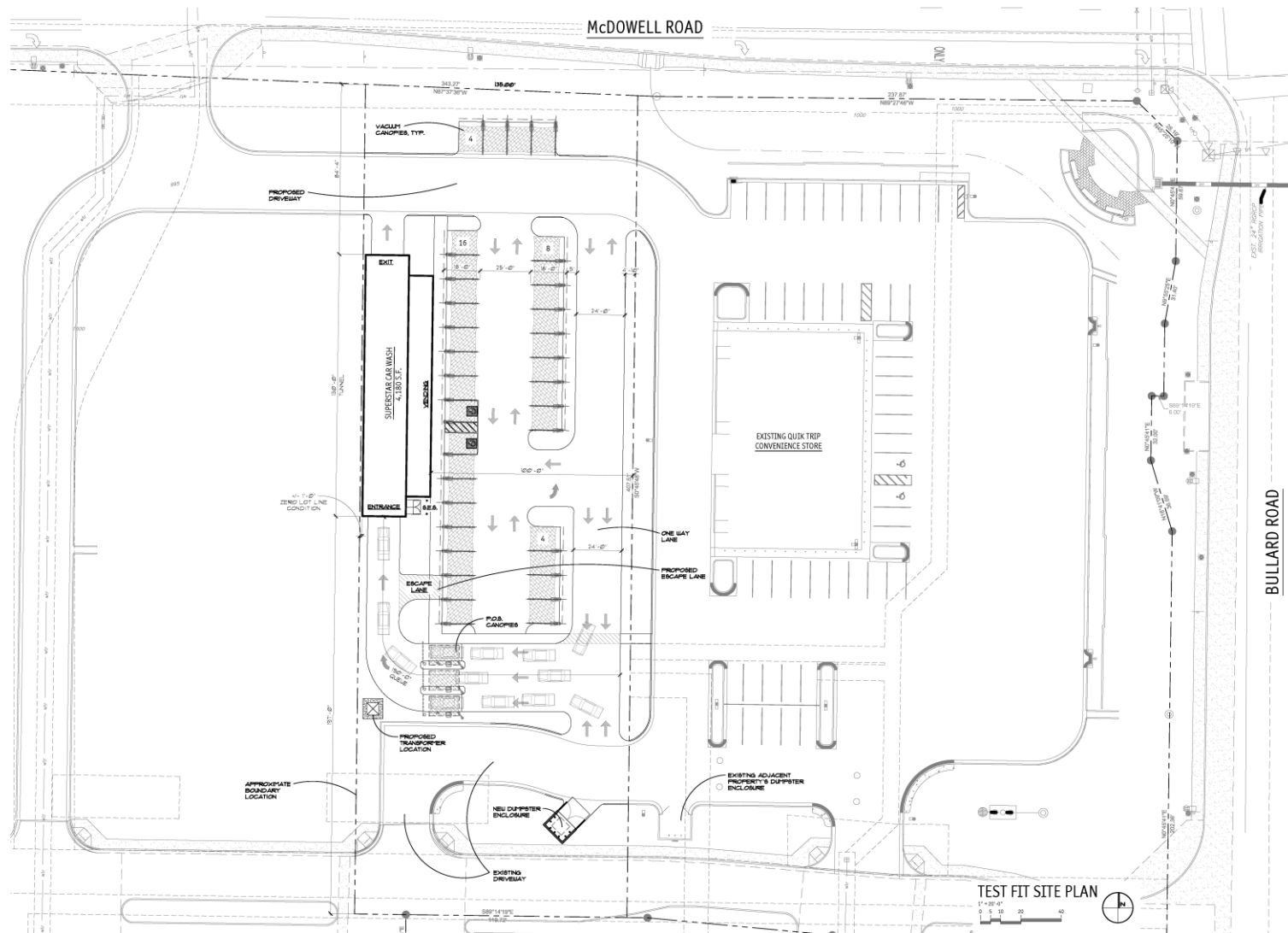
NOTICE OF ALTERNATE BILLING
CYCLE:

The architectural design, conception and data presented herein appears to be an instrument of service provided in conformance with the design build project development agreement for the exclusive use of Ciba-Geigy. Any other use or reuse of the drawings may result in suit damages.

The design has been prepared without benefit of a survey. Dependence on records or fully-sited or dimensioned site which may affect the design and usability of the site. All design shown here is based on the information provided.

Project: 20167

A1.1



3.0 Study Method and Procedure

SoundPLAN Acoustic Model

SoundPLAN (SP) acoustical modeling software was utilized to model future worst-case stationary noise impacts to the adjacent land uses. SP is capable of evaluating multiple stationary noise source impacts at various receiver locations. SP's software utilizes algorithms (based on the inverse square law and reference equipment noise level data) to calculate noise level projections.

The software allows the user to input specific noise sources, spectral content, sound barriers, building placement, topography, and sensitive receptor locations.

The model assumes that the car wash tunnel is approximately 4,180 square feet with a 9-foot-tall by 12-foot-wide exit and entrance opening and approximately 15-feet of acoustic-blok lined tunnel at the exit.

The blowers (a total of 14 MacNeil blowers or equivalent) were modeled at 10 to 12 feet high as point sources. The blowers will be located approximately 5 to 10 feet inside the exit of the tunnel. The reference equipment sound level data is provided in Appendix B.

The SP model assumes a total of 28 vacuums and the dryer system are operating simultaneously (worst-case scenario), when in actuality the noise will be intermittent and lower in noise level. The project proposes to house the vacuum turbine motor (FT-CO-T350HP4) inside a 4-sided 8-foot tall CMU enclosure with a roof. The reference vacuum equipment sound level data is provided in Appendix B.

All other noise producing equipment (e.g., compressors, pumps) will be housed within mechanical equipment rooms.

4.0 Findings and Recommendations

Existing Exterior Noise

A twenty-four (24) hour ambient noise measurement was conducted at project site approximately 133 feet from the centerline of W. McDowell Road. The measurement measured the 1-minute Leq, Lmin, Lmax and other statistical data (e.g. L2, L8...). The noise measurement was taken to determine the existing ambient noise levels. Noise data indicates that traffic along W. McDowell Road is the primary source of noise impacting the site and the adjacent uses. This assessment utilizes the ambient noise data as a basis and compares project operational levels to said data.

Noise data indicates the ambient noise level ranged between 64 dBA Leq(h) to 69 dBA Leq(h) near project site and surrounding area. Additional field notes and photographs are provided in Appendix A.

For this evaluation, MD has utilized the quietest hourly noise level (during potential operational hours) and has compared the project's projected noise levels to the said ambient level. The quietest hourly noise level was 64 dBA, Leq(h)).

Future Exterior Noise

A total of five (5) receptors were modeled to accurately evaluate the future operational noise levels at or near the project site. A receptor is denoted by a yellow dot. R1 – R5 represent the noise level at the

existing nearest residences to the project site. A receptor is denoted by yellow dot. All yellow dots represent either a property line or a sensitive receptor such as an outdoor sensitive area (e.g. courtyard, patio, backyard, etc).

Table 1 presents the measured ambient noise level, the project's projected noise level, and the combined project plus ambient noise level condition.

Table 1: Existing + Project Predicted Operational Noise level

Receptor	Existing Ambient Noise Level (dBA, Leq)	Project Noise Level (dBA, Leq)	Total Combined Noise Level (dBA, Leq)	Change in Noise Level as Result of Project
1	46	45	55	9
2		52	53	7
3		48	50	4
		49	50	4
4		46	46	0
5		53	54	8

Exhibit C shows the future noise level projections and contours based on the proposed project design. The noise levels at the various adjacent uses will range between 45 to 53 dBA, and the noise contours illustrate how the noise will propagate.

The Study compares the project's cumulative noise increase to the baseline condition and also is compared to the County's residential standard which states noise must not be heard within a closed "windows closed" residence within 500 feet of the project boundaries. It should be noted that the nearest residential uses to the project site are approximately 1,600 feet to the northeast with a hotel approximately 200 ft to the south (Receptor 3). When comparing the noise projections to the County's noise requirements, the total combines noise levels would be further reduced such that the interior noise levels would be below the typical interior noise level within a residential structure (45 dBA), Thereby complying with the County ordinance as well.

5.0 Conclusions

MD is pleased to provide this noise review for the SuperStar Express Car Wash project. If you have any questions regarding this analysis, please call our office at (602) 774-1950.

Sincerely,
MD Acoustics

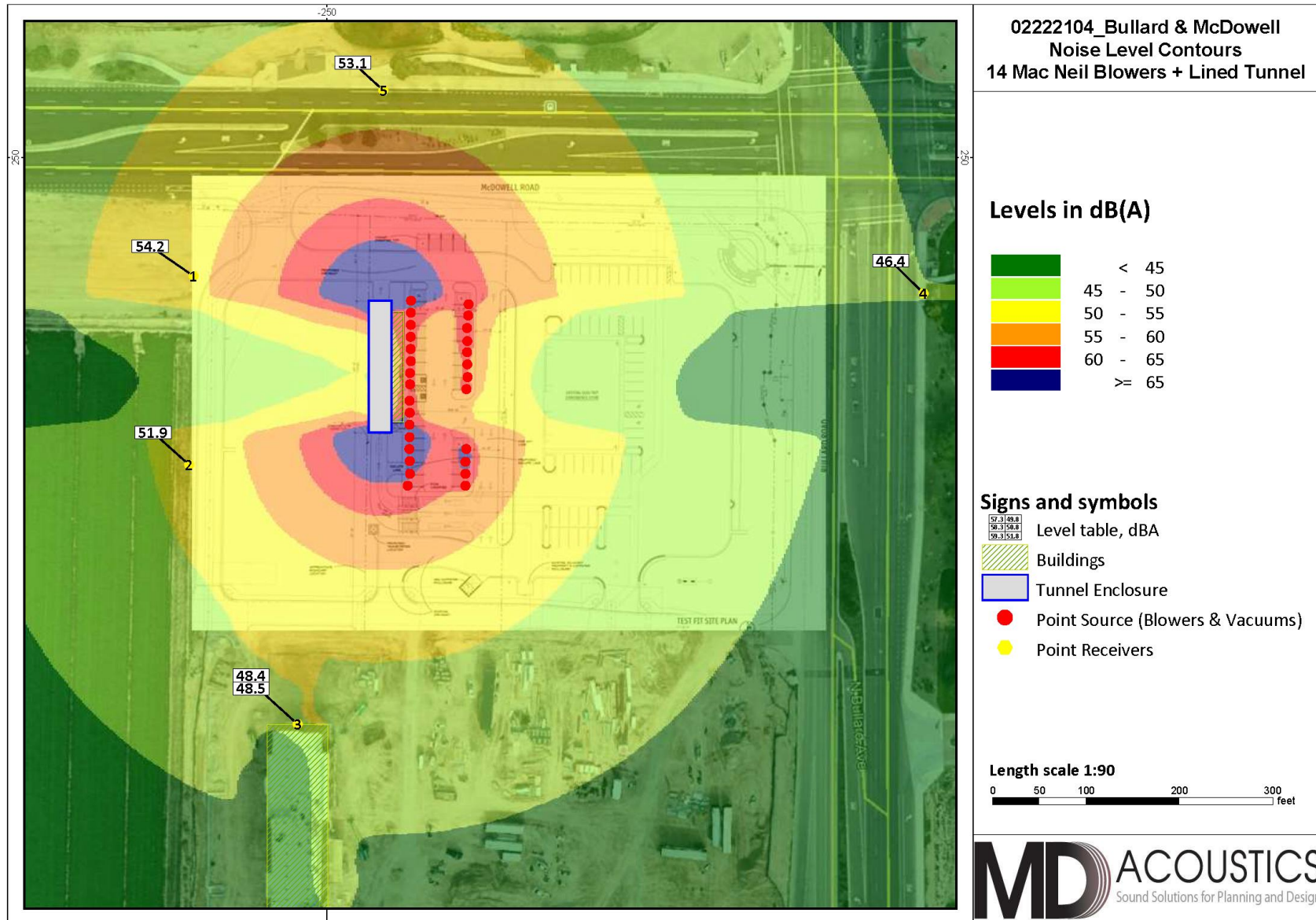


Mike Dickerson, INCE
Principal



Robert Pearson
Acoustical Consultant

Exhibit C Operational Noise Levels



Appendix A
Field Sheet

24-Hour Continuous Noise Measurement Datasheet

Project:	Bullard and McDowell	Site Observations:	Clear Sky, desert conditions little to no wind. Daytime temp 70 degrees Lows 40.
Site Address/Location:	Bullard and McDowell, Goodyear AZ		
Date:	3/5/2021 - 3/6/2021		
Field Tech/Engineer:	Shon Baldwin		

General Location:

Sound Meter:	Piccolo 2	SN: 80206
Settings:	A-weighted, slow, 1-min, 24-hour duration	
Meteorological Con.:	2 to 5 mph wind, eastern direction	
Site ID:	LT-1	

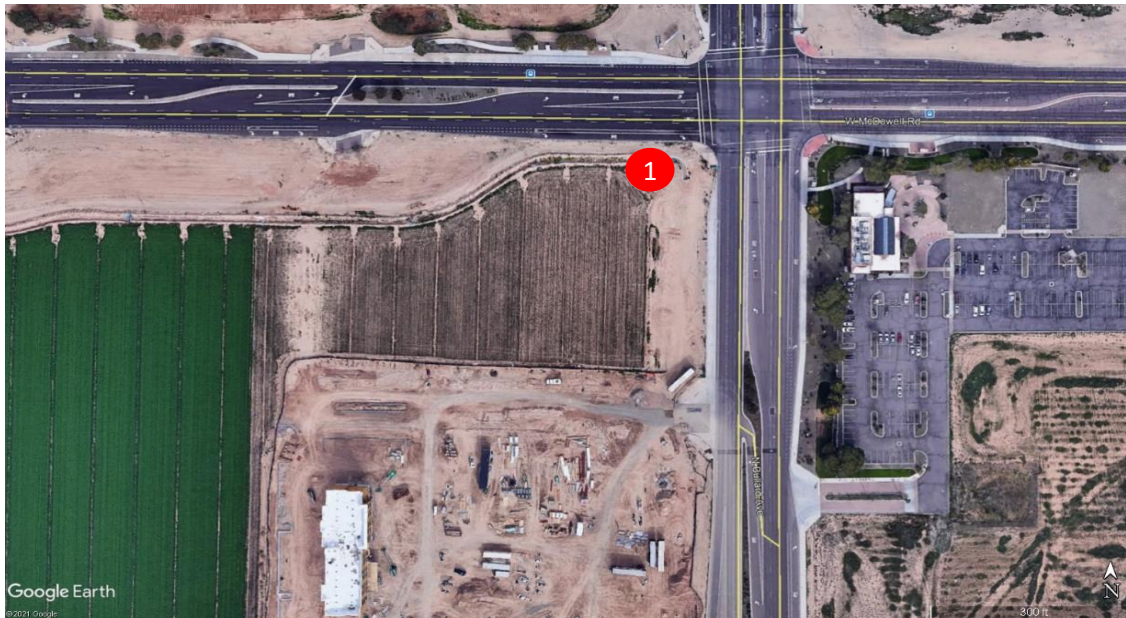
Site Topo: Flat

Ground Type: Soft site, Open raw ground with a road

Noise Source(s) w/ Distance:

C/L of McDowell Road is 133ft from meter

Figure 1: LT-1 Monitoring Location



24-Hour Noise Measurement Datasheet - Cont.

Project: Bullard and Mcdowell **Day:** 1 of 1
Site Address/Location: Bullard and Mcdowell, Goodyear AZ
Site ID: LT-1

Date	Start	Stop	Leq	Lmax	Lmin	L2	L8	L25	L50	L90
3/5/2021	11:00 AM	12:00 PM	65.5	81.5	53.2	71.5	69.6	68.4	63.2	60.9
3/5/2021	12:00 PM	1:00 PM	64.8	84.8	53.2	70.6	69.9	67.8	63.1	60.5
3/5/2021	1:00 PM	2:00 PM	64.0	87.1	50.3	69.0	67.4	66.5	62.4	60.0
3/5/2021	2:00 PM	3:00 PM	64.8	76.7	63.4	69.5	67.8	66.5	62.6	59.9
3/5/2021	3:00 PM	4:00 PM	65.7	87.2	52.9	71.3	70.3	67.8	63.9	60.6
3/5/2021	4:00 PM	5:00 PM	68.0	92.1	53.3	75.1	72.0	68.7	64.7	62.1
3/5/2021	5:00 PM	6:00 PM	66.5	87.9	55.8	72.3	71.8	69.0	65.0	62.8
3/5/2021	6:00 PM	7:00 PM	67.6	90.0	56.2	74.2	72.7	70.7	65.6	63.6
3/5/2021	7:00 PM	8:00 PM	69.1	92.1	57.7	74.1	71.5	71.0	65.9	64.1
3/5/2021	8:00 PM	9:00 PM	67.2	91.2	58.0	71.2	70.2	68.8	65.9	63.8
3/5/2021	9:00 PM	10:00 PM	67.4	92.7	52.2	74.1	71.9	70.4	64.0	61.3
3/5/2021	10:00 PM	11:00 PM	66.1	88.4	52.0	75.6	71.6	68.7	62.2	59.4
3/5/2021	11:00 PM	12:00 AM	65.9	90.5	50.1	73.4	71.1	69.2	60.1	56.9
3/6/2021	12:00 AM	1:00 AM	60.2	78.2	51.4	67.3	63.4	62.5	58.6	56.1
3/6/2021	1:00 AM	2:00 AM	59.1	83.8	51.5	61.3	61.1	59.9	57.7	55.9
3/6/2021	2:00 AM	3:00 AM	57.6	73.7	49.6	61.2	60.3	59.4	56.4	54.8
3/6/2021	3:00 AM	4:00 AM	58.3	77.7	49.0	65.4	62.6	60.9	56.5	53.1
3/6/2021	4:00 AM	5:00 AM	58.9	79.2	49.6	64.9	62.9	60.8	57.2	54.7
3/6/2021	5:00 AM	6:00 AM	62.8	80.8	54.6	68.1	66.1	65.1	61.8	58.8
3/6/2021	6:00 AM	7:00 AM	64.8	81.6	58.6	67.5	67.3	66.5	64.6	62.3
3/6/2021	7:00 AM	8:00 AM	64.1	81.3	57.5	67.4	66.7	65.6	63.9	62.1
3/6/2021	8:00 AM	9:00 AM	65.0	85.6	55.2	70.6	69.8	67.3	63.3	61.8
3/6/2021	9:00 AM	10:00 AM	66.0	88.7	53.3	72.4	71.2	68.5	64.1	61.5
3/6/2021	10:00 AM	11:00 AM	66.2	83.9	56.3	71.3	70.9	68.9	64.6	62.7

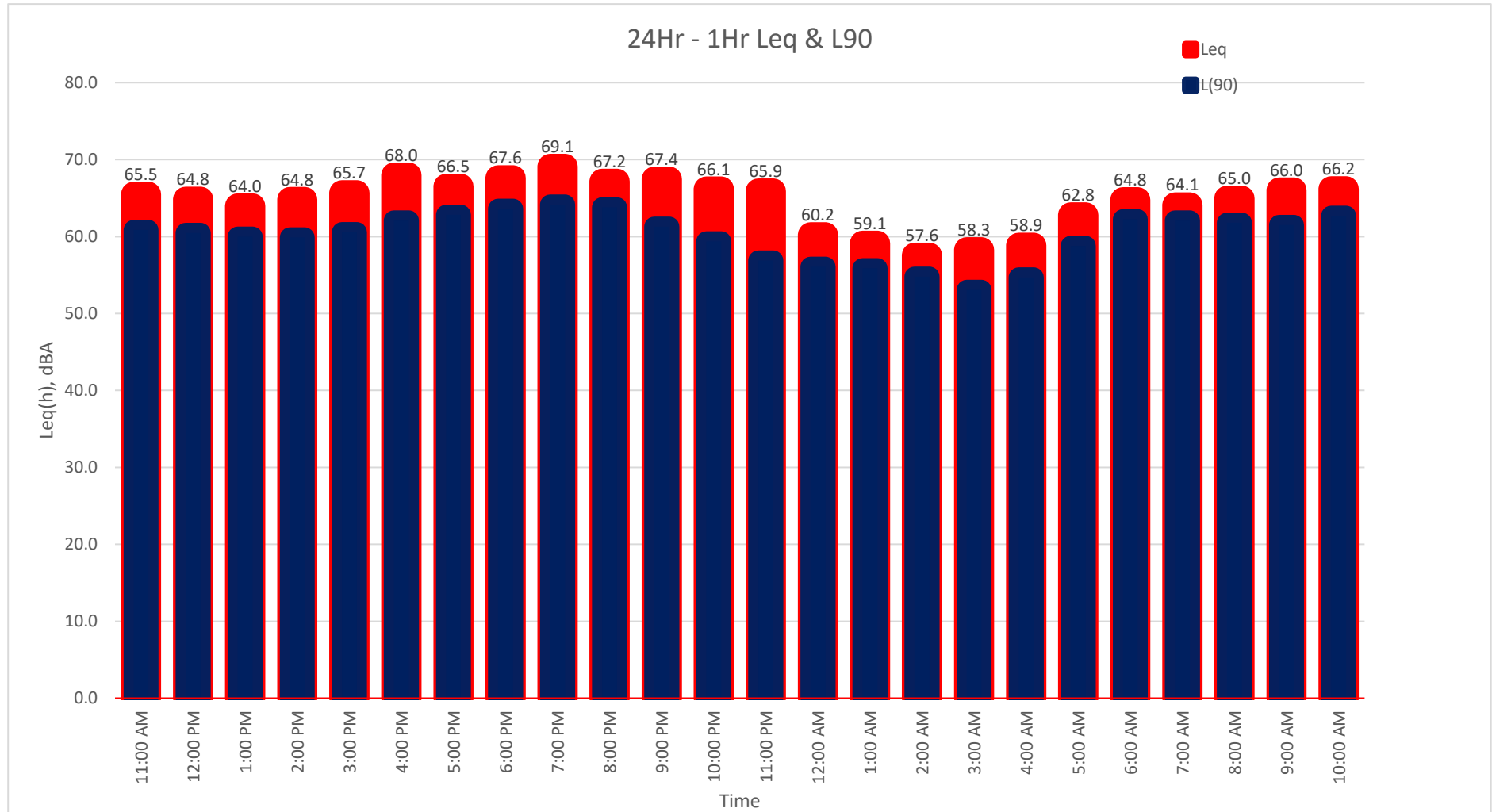
CNEL: 70.6

24-Hour Continuous Noise Measurement Datasheet - Cont.

Project: Bullard and Mcdowell **Day:** 1 of 1

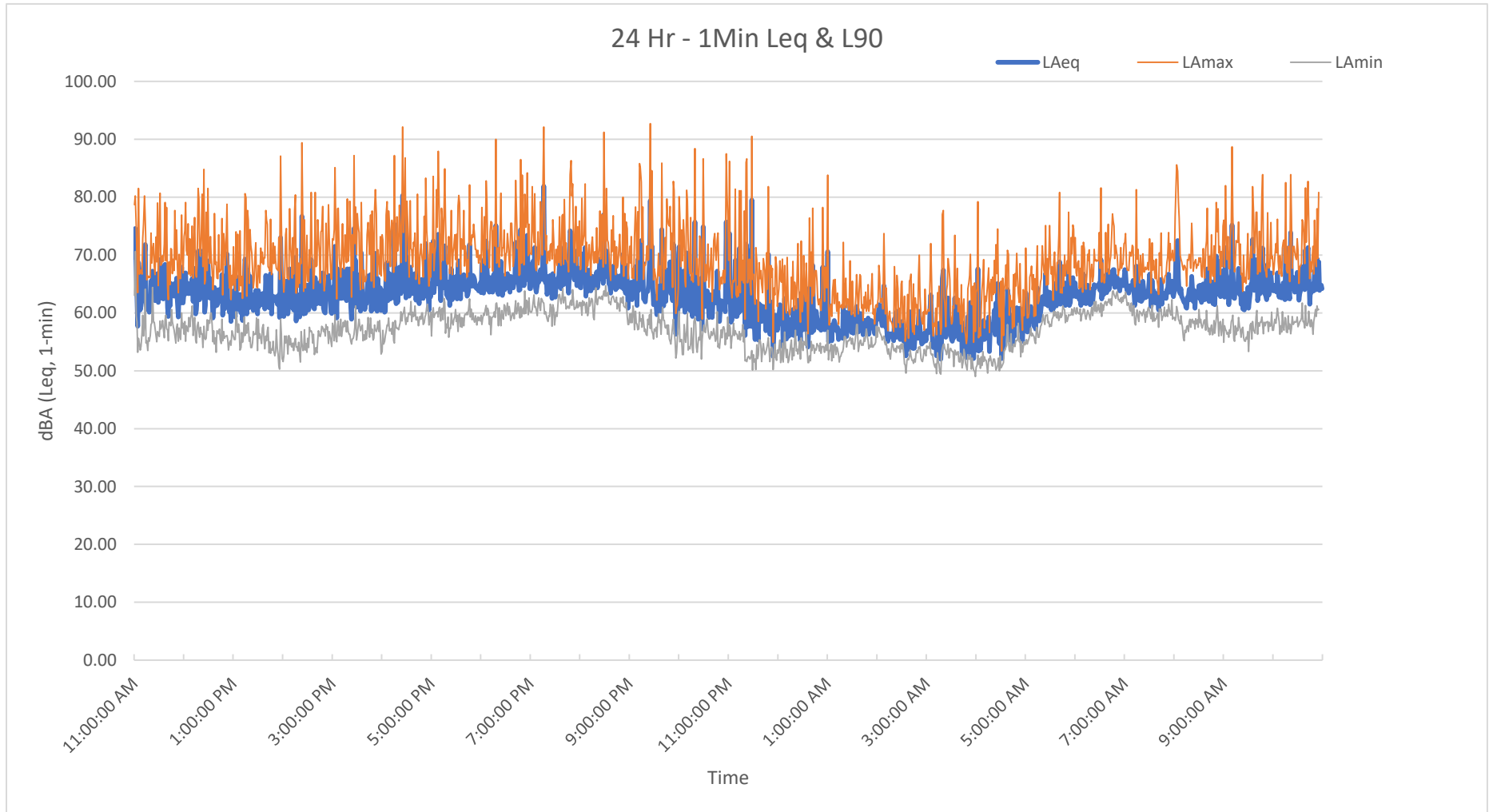
Site Address/Location: Bullard and Mcdowell, Goodyear AZ

Site ID: LT-1



24-Hour Continuous Noise Measurement Datasheet - Cont.

Project: Bullard and Mcdowell **Day:** 1 **of** 1
Site Address/Location: Bullard and Mcdowell, Goodyear AZ
Site ID: LT-1



Appendix B
Manufacturers Cut Sheet

Appendix I

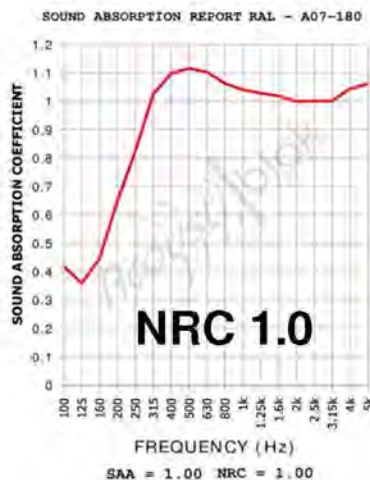


MADE IN
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Industrial Model All Weather Sound Panel™ (Pat. Pend) Technical Data



Acoustiblok All Weather Sound Panels™ achieve high STC and NRC ratings. They have been specifically designed to withstand outdoor exposure in full sunlight, extreme weather conditions, and harsh industrial environments. (NRC of 1.0 is the highest sound absorption rating possible)

All Weather Sound Panels include an internal layer of U.L. classified Acoustiblok sound isolation material plus a specifically engineered 2" thick weather proof sound absorbing material.

Specifications:		
NRC (Noise Reduction Coefficient):	1.00 *	Gross dimensions: up to 48" x 120" x 2.423", $\pm 0.125"$ custom sizes available on special order.
STC (Sound Transmission Class):	29 *	Frame construction: 0.125" welded corrosion resistant 6063-T5 aluminum, mill finish, eyelets: 0.375" (18 ea.)
Weight: (8' panel)	104 lbs	Front face: 0.040 corrosion resistant 5052-H32 aluminum alloy, 3/32" round holes staggered on 5/32" centers.
UL Std 723 fire resistance: Flame spread 0, smoke developed 0.		Back face: 0.032 corrosion resistant 5052-H32 aluminum alloy, mill finish.
UV tolerant, animal resistant, washable, does not support mold growth.		

* Independent Testing by accredited NVLAP testing facility in compliance with ASTM E90, E 413, and other applicable industry standards.

Subject to change without notice, contact Acoustiblok for details.

Product Name

QuietFiber® Hydrophobic Noise Absorption Material – QF2

For Manufacturer Info:

Contact:

Acoustiblok, Inc.
6900 Interbay Boulevard
Tampa, FL 33616
Call - (813) 980-1400
Fax - (813)849-6347
Email - sales@acoustiblok.com
www.acoustiblok.com

Product Description

Basic Use

QuietFiber hydrophobic noise absorption material is an easily installed solution to many noise problems. It is engineered specifically for maximum noise absorption and is used extensively for industrial and commercial applications and is now being successfully introduced into non-industrial environments where reverberant sound and echo is a problem.

QuietFiber® QF2

QuietFiber is rated at the highest noise reduction level – NRC 1.00. Areas of high noise levels including sound reverberation can be resolved easily and economically by introducing QuietFiber into as much of the area as possible. The amount of noise reduction in highly reflective rooms will be directly relative to how much of the QuietFiber material can be installed into the room.

Unlike other fibrous materials which do not have the same high NRC ratings, QuietFiber is hydrophobic, meaning it will not absorb nor combine with water. Marine noise reduction applications are endless.



QuietFiber® QF2

- Highest noise absorption rating of NRC 1.00
- Non Silica
- Virtually fireproof – Class A fire rating
 - o 0 Smoke + 0 Flame Development
- Hydrophobic – will not combine with water
- Will not support mold or mildew growth
- Available in plain, black or white face
- Full outdoor weather and U.V. tolerant
- Significant sound benefit v. fiberglass
- Install on top of acoustical ceiling tiles
- High temperature capable
- Comprised of up to 90% recycled material
- 100% recyclable

Product Name

QuietFiber® Hydrophobic Noise Absorption Material – QF2

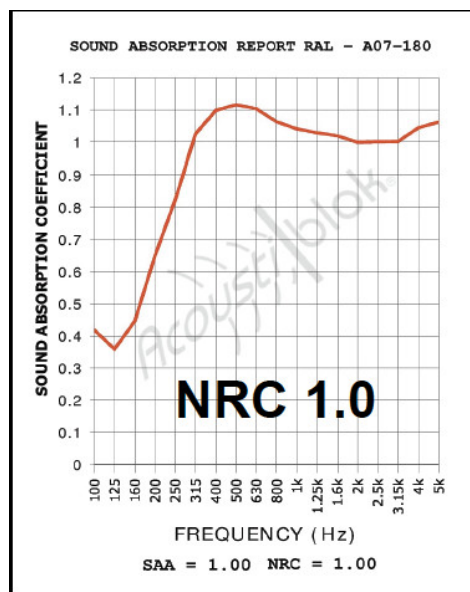
NRC 1.0 Rated	125hz	250hz	500hz	1000hz	2000hz	4000hz
	0.36	0.79	1.15	1.04	1.01	1.04

Technical Data:

- ASTM C 423 – NRC 1.00
- ASTM E 84 – Class 1, 0 Flame 0 Smoke
- ASTM C 518 – R 4.2 per inch
- ASTM C 518 – 0.24 @ 75°F (24°C)

Standards Compliance:

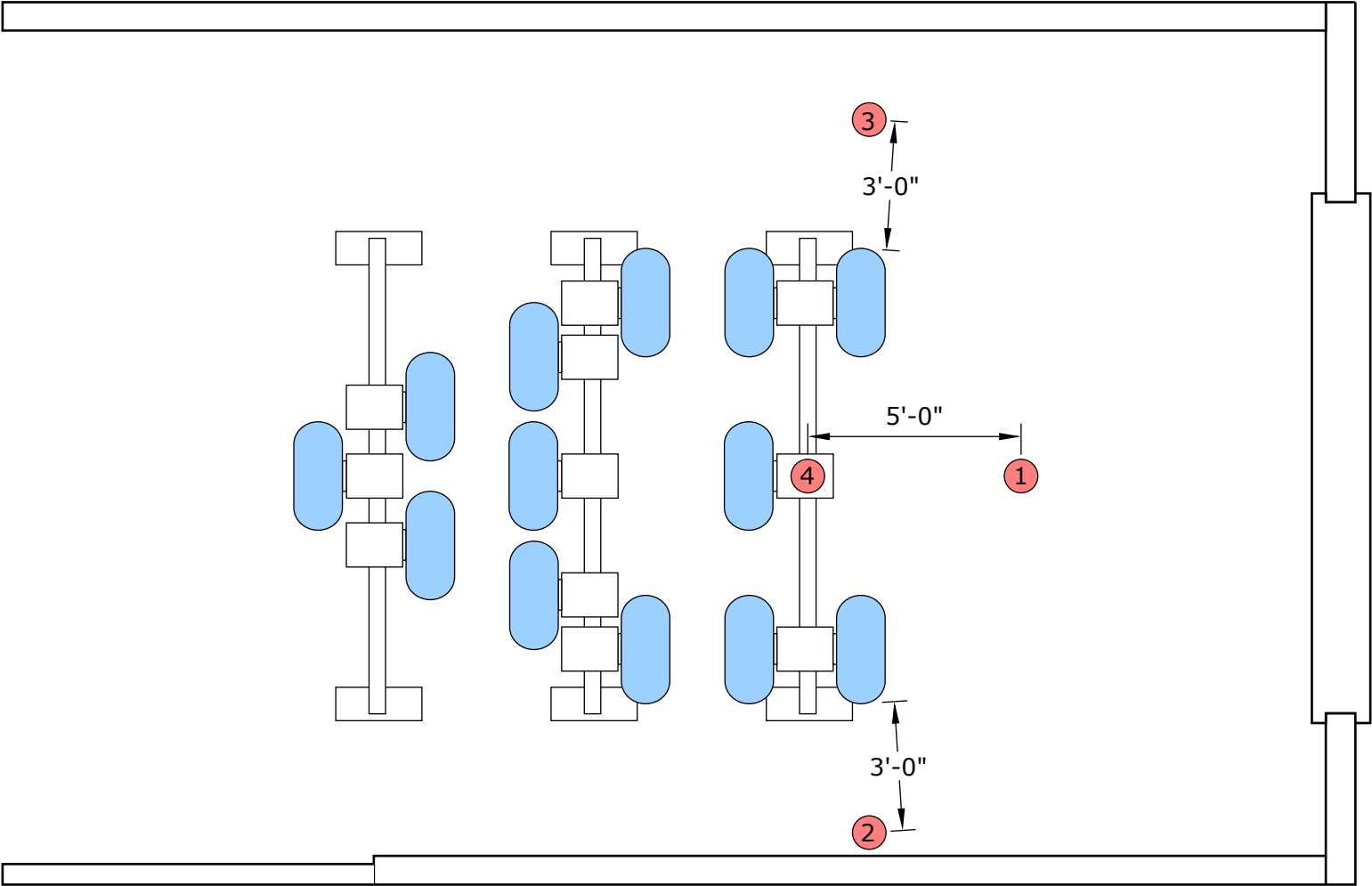
- ASTM C 665 Non-Corrosive Type I
- ASTM C 612 1A, 1B, II, III
- ASTM E 136 Rated Non-combustible per NFPA Standard 220
- ASTM C 1104 Absorption less than 1% by volume
- ASTM C 356 Linear shrinkage <2% @ 1200°F (650°C)



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	Key
	Tech 21
	Measurement locations



Location	Scenario	Distance from Blower	Overall dBA	1/3 Octave Band																											
				40	50	63	80	100	125	160	200	250	315	400	500	630	800	1000	1250	1600	2000	2500	3150	4000	5000	6300	8000	10000	12500	16000	20000
1	All Tech 21 Blowers	5'	98.7	45.3	51.1	56.9	63.5	68.1	67.9	69.8	74.4	80.3	81.4	86.6	89.5	90	88.3	88.9	88.9	87.6	87.5	85.9	85.1	83.7	82.9	81	77.7	73	67.8	61.9	55.4
2	All Tech 21 Blowers	3' Left of Blowers	99.1	46.6	51.3	62.7	64.9	65	64.4	66.4	72.9	80.5	82.2	86.7	89.1	89.9	88.9	89.7	89.4	88.2	88.6	86.9	86	84.2	83.1	81.6	78.5	73.2	67.5	60.9	53.5
3	All Tech 21 Blowers	3' Right of Blowers	98.6	47.7	49.7	58.8	64.3	62.9	64.9	68.4	75.4	80.8	81	87.6	90	89.5	88.1	89.1	88.5	87.5	87.4	85.2	84	82.9	82.2	80.5	76.8	71.6	65.9	59.3	51.5
4	All Tech 21 Blowers	Directly Below Blowers	103.3	50.3	54.1	60.1	66.4	68.8	71.7	74.1	77.8	82.4	83.5	91.1	94.8	94.3	92.4	93.7	93.2	92.3	92.1	90.7	89.4	88.4	88.3	86.9	83.5	79.1	74.2	69.1	63.6

Project: SuperStar Car Wash Chula Vista
Site Location: 1555 W Warner Rd, Gilbert, AZ 85233
Date: 4/5/2018
Field Tech/Engineer: Robert Pearson
Source/System: Vacutec System

Location: Vac Bay 1
Sound Meter: NTi XL2 **SN:** A2A-05967-E0
Settings: Z-weighted, slow, 1-sec, 10-sec duration
Meteorological Cond.: 80 degrees F, 2 mph wind

Site Observations:

Clear sky, measurements were performed within 1.5ft of source. Measurements were performed while the vacuum was positioned at threee (3) different positions. Holstered, unholstered and inside a car. This data is utilized for acoustic modeling purposes and represents an average sound level at a vacuum station.

Table 1: Summary Measurement Data

Source	System	Overall dB(A)	3rd Octave Band Data (dBA)																														
			20	25	31.5	40	50	63	80	100	125	160	200	250	315	400	500	630	800	1K	1.25K	1.6K	2K	2.5K	3.15K	4K	5K	6.3K	8K	10K	12.5K	16K	20K
Vacutech (Holstered)	Vacuum	63.3	9	17	22	29	31	35	40	41	44	43	46	48	47	49	51	51	52	53	52	52	50	52	53	50	47	47	48	45	39	30	
Vacutech (Un Holstered)	Vacuum	80.7	6	19	22	28	34	37	40	43	47	46	48	48	49	54	55	58	58	62	65	68	70	74	75	73	69	67	65	63	60	55	
Vacutech (Inside Car)	Vacuum	69.6	16	28	31	38	42	45	49	51	52	55	60	61	57	55	59	53	55	56	54	57	57	57	57	55	54	51	48	46	42	36	
Arth. Average Level*	Vacuum	71.2	11	21	25	32	36	39	43	45	47	48	52	53	51	51	55	53	55	55	56	58	59	59	61	62	59	56	55	53	51	47	40

* Refers to the arithmetic average of all measurements. This measurement represents an average of the multiple vacuum positions.

Figure 1: Example Measurement Position

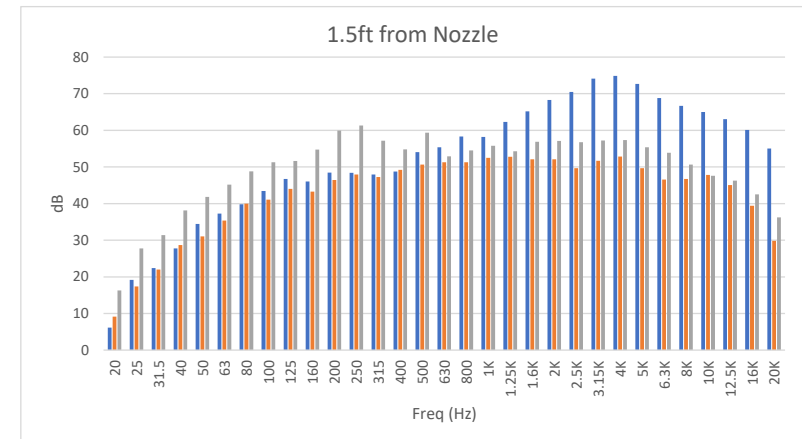
Figure 1: Holstered



Figure 2: Un Holstered



Figure 3: Inside Car



Appendix C
SoundPlan Inputs/Outputs

Bullard & McDowell

Octave spectra of the sources in dB(A) - Situation 3: Outdoor SP

3

Name	Source type	I or A m,m²	Li dB(A)	R'w dB	L'w dB(A)	Lw dB(A)	KI dB	KT dB	LwMax dB(A)	DO-Wall dB	Time histogram	Emission spectrum	63Hz dB(A)	125Hz dB(A)	250Hz dB(A)	500Hz dB(A)	1kHz dB(A)	2kHz dB(A)	4kHz dB(A)	8kHz dB(A)	16kHz dB(A)
Facade 01	Area	25.08	87.8	57.0	38.6	52.6	0.0	0.0		0	100%/24h	85_Facade 01_		46.5	50.2	44.7	35.6	23.1	9.6		
Facade 02	Area	172.85	84.6	57.0	36.0	58.4	0.0	0.0		0	100%/24h	87_Facade 02_		53.4	55.6	49.4	40.3	27.8	14.5		
Facade 03	Area	25.08	89.9	57.0	40.3	54.3	0.0	0.0		0	100%/24h	88_Facade 03_		47.6	51.9	46.8	38.1	26.0	13.1		
Facade 04	Area	172.85	84.6	57.0	36.0	58.4	0.0	0.0		0	100%/24h	90_Facade 04_		53.4	55.6	49.4	40.3	27.8	14.5		
Roof 01	Area	285.45	84.4	57.0	35.7	60.3	0.0	0.0		0	100%/24h	81_Roof 01_		55.1	57.6	51.5	42.3	29.7	16.3		
Transmissive area 01	Area	8.37	87.9	0.0	87.9	97.1	0.0	0.0		3	100%/24h	86_Transmissive area 01_		85.8	91.5	91.9	91.9	83.4	72.9		
Transmissive area 01	Area	8.37	90.2	0.0	90.2	99.4	0.0	0.0		3	100%/24h	89_Transmissive area 01_		86.6	93.3	94.3	94.6	86.5	76.6		
Transmissive area 07	Area	20.57	89.1	57.0	39.7	52.9	0.0	0.0		3	100%/24h	91_Transmissive area 07_		46.7	50.4	45.0	36.3	24.2	11.4		
Transmissive area 07	Area	20.57	89.1	57.0	39.7	52.8	0.0	0.0		3	100%/24h	92_Transmissive area 08_		46.6	50.3	45.0	36.3	24.1	11.3		
Transmissive area 09	Area	33.98	91.1	57.0	41.3	56.6	0.0	0.0		0	100%/24h	93_Transmissive area 09_		49.5	54.3	49.4	40.8	28.7	16.0		
Vac 1	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 2	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 3	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 4	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 5	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 6	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 7	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 8	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 9	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 10	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 11	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 12	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 13	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 14	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 15	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 16	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 17	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 18	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 19	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 20	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6

MD Acoustics 1197 E Los Angeles Ave, Unit C 256 Simi Valley, CA 93065 USA

1

Bullard & McDowell
Octave spectra of the sources in dB(A) - Situation 3: Outdoor SP

3

Name	Source type	I or A	Li	R'w	L'w	Lw	KI	KT	LwMax	DO-Wall	Time histogram	Emission spectrum	63Hz	125Hz	250Hz	500Hz	1kHz	2kHz	4kHz	8kHz	16kHz
		m,m²	dB(A)	dB	dB(A)	dB(A)	dB	dB	dB(A)	dB			dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 21	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 22	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 23	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 24	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 25	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 26	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 27	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6
Vac 28	Point				73.0	73.0	0.0	0.0		0	100%/24h	Vacutech - 3'	57.6	53.6	52.3	57.7	61.7	67.7	69.0	62.6	60.6

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Receiver Receiver 1	FI G	Lr,lim dB(A)	Leq,d 54.2 dB(A)	Sigma(Leq,d)	0.0 dB(A)	
Vac 1	Default industrial noise	Point		24.2	0.0	
Vac 2	Default industrial noise	Point		11.4	0.0	
Vac 3	Default industrial noise	Point		7.1	0.0	
Vac 4	Default industrial noise	Point		6.2	0.0	
Vac 5	Default industrial noise	Point		5.7	0.0	
Vac 6	Default industrial noise	Point		5.4	0.0	
Vac 7	Default industrial noise	Point		5.1	0.0	
Vac 8	Default industrial noise	Point		4.9	0.0	
Vac 9	Default industrial noise	Point		4.7	0.0	
Vac 10	Default industrial noise	Point		10.2	0.0	
Vac 11	Default industrial noise	Point		10.5	0.0	
Vac 12	Default industrial noise	Point		11.7	0.0	
Vac 13	Default industrial noise	Point		13.7	0.0	
Vac 14	Default industrial noise	Point		13.7	0.0	
Vac 15	Default industrial noise	Point		21.4	0.0	
Vac 16	Default industrial noise	Point		21.0	0.0	
Vac 17	Default industrial noise	Point		21.8	0.0	
Vac 18	Default industrial noise	Point		14.4	0.0	
Vac 19	Default industrial noise	Point		10.0	0.0	
Vac 20	Default industrial noise	Point		8.5	0.0	
Vac 21	Default industrial noise	Point		8.0	0.0	
Vac 22	Default industrial noise	Point		7.5	0.0	
Vac 23	Default industrial noise	Point		7.1	0.0	
Vac 24	Default industrial noise	Point		6.9	0.0	
Vac 25	Default industrial noise	Point		7.0	0.0	
Vac 26	Default industrial noise	Point		7.3	0.0	
Vac 27	Default industrial noise	Point		8.3	0.0	
Vac 28	Default industrial noise	Point		9.3	0.0	
Roof 01	Default industrial noise	Area		9.7	0.0	
Transmissive area 09	Default industrial noise	Area		5.3	0.0	
Facade 01	Default industrial noise	Area		-6.0	0.0	
Transmissive area 01	Default industrial noise	Area		37.0	0.0	
Facade 02	Default industrial noise	Area		0.3	0.0	
Transmissive area 07	Default industrial noise	Area		-2.4	0.0	
Facade 03	Default industrial noise	Area		5.4	0.0	
Transmissive area 01	Default industrial noise	Area		54.1	0.0	
Facade 04	Default industrial noise	Area		9.1	0.0	
Transmissive area 07	Default industrial noise	Area		7.4	0.0	
Receiver Receiver 2	FI G	Lr,lim dB(A)	Leq,d 51.9 dB(A)	Sigma(Leq,d)	0.0 dB(A)	
Vac 1	Default industrial noise	Point		6.2	0.0	
Vac 2	Default industrial noise	Point		4.8	0.0	
Vac 3	Default industrial noise	Point		4.6	0.0	
Vac 4	Default industrial noise	Point		4.6	0.0	

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Vac 5	Default industrial noise	Point		4.7	0.0	
Vac 6	Default industrial noise	Point		5.0	0.0	
Vac 7	Default industrial noise	Point		5.1	0.0	
Vac 8	Default industrial noise	Point		5.5	0.0	
Vac 9	Default industrial noise	Point		6.2	0.0	
Vac 10	Default industrial noise	Point		13.3	0.0	
Vac 11	Default industrial noise	Point		15.8	0.0	
Vac 12	Default industrial noise	Point		24.9	0.0	
Vac 13	Default industrial noise	Point		24.6	0.0	
Vac 14	Default industrial noise	Point		24.6	0.0	
Vac 15	Default industrial noise	Point		24.4	0.0	
Vac 16	Default industrial noise	Point		24.6	0.0	
Vac 17	Default industrial noise	Point		11.4	0.0	
Vac 18	Default industrial noise	Point		11.5	0.0	
Vac 19	Default industrial noise	Point		11.7	0.0	
Vac 20	Default industrial noise	Point		11.9	0.0	
Vac 21	Default industrial noise	Point		12.0	0.0	
Vac 22	Default industrial noise	Point		12.2	0.0	
Vac 23	Default industrial noise	Point		12.6	0.0	
Vac 24	Default industrial noise	Point		13.0	0.0	
Vac 25	Default industrial noise	Point		22.2	0.0	
Vac 26	Default industrial noise	Point		22.3	0.0	
Vac 27	Default industrial noise	Point		21.8	0.0	
Vac 28	Default industrial noise	Point		21.8	0.0	
Roof 01	Default industrial noise	Area		9.5	0.0	
Transmissive area 09	Default industrial noise	Area		4.4	0.0	
Facade 01	Default industrial noise	Area		3.6	0.0	
Transmissive area 01	Default industrial noise	Area		51.6	0.0	
Facade 02	Default industrial noise	Area		0.3	0.0	
Transmissive area 07	Default industrial noise	Area		-6.4	0.0	
Facade 03	Default industrial noise	Area		-4.9	0.0	
Transmissive area 01	Default industrial noise	Area		38.1	0.0	
Facade 04	Default industrial noise	Area		9.1	0.0	
Transmissive area 07	Default industrial noise	Area		4.5	0.0	
Receiver Receiver 3 Fl G Lr,lim dB(A) Leq,d 48.4 dB(A) Sigma(Leq,d) 0.0 dB(A)						
Vac 1	Default industrial noise	Point		5.1	0.0	
Vac 2	Default industrial noise	Point		5.3	0.0	
Vac 3	Default industrial noise	Point		5.7	0.0	
Vac 4	Default industrial noise	Point		6.1	0.0	
Vac 5	Default industrial noise	Point		6.6	0.0	
Vac 6	Default industrial noise	Point		7.3	0.0	
Vac 7	Default industrial noise	Point		8.0	0.0	
Vac 8	Default industrial noise	Point		9.2	0.0	
Vac 9	Default industrial noise	Point		13.3	0.0	
Vac 10	Default industrial noise	Point		20.0	0.0	

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Vac 11	Default industrial noise	Point		20.4	0.0	
Vac 12	Default industrial noise	Point		20.8	0.0	
Vac 13	Default industrial noise	Point		22.8	0.0	
Vac 14	Default industrial noise	Point		23.0	0.0	
Vac 15	Default industrial noise	Point		22.1	0.0	
Vac 16	Default industrial noise	Point		23.6	0.0	
Vac 17	Default industrial noise	Point		16.7	0.0	
Vac 18	Default industrial noise	Point		16.9	0.0	
Vac 19	Default industrial noise	Point		17.2	0.0	
Vac 20	Default industrial noise	Point		17.5	0.0	
Vac 21	Default industrial noise	Point		17.8	0.0	
Vac 22	Default industrial noise	Point		18.1	0.0	
Vac 23	Default industrial noise	Point		18.4	0.0	
Vac 24	Default industrial noise	Point		18.7	0.0	
Vac 25	Default industrial noise	Point		20.3	0.0	
Vac 26	Default industrial noise	Point		20.6	0.0	
Vac 27	Default industrial noise	Point		21.0	0.0	
Vac 28	Default industrial noise	Point		21.3	0.0	
Roof 01	Default industrial noise	Area		4.6	0.0	
Transmissive area 09	Default industrial noise	Area		-0.3	0.0	
Facade 01	Default industrial noise	Area		0.9	0.0	
Transmissive area 01	Default industrial noise	Area		48.1	0.0	
Facade 02	Default industrial noise	Area		0.2	0.0	
Transmissive area 07	Default industrial noise	Area		-6.1	0.0	
Facade 03	Default industrial noise	Area		-9.8	0.0	
Transmissive area 01	Default industrial noise	Area		33.3	0.0	
Facade 04	Default industrial noise	Area		5.1	0.0	
Transmissive area 07	Default industrial noise	Area		0.8	0.0	
Receiver Receiver 3 FI F2 Lr,lim dB(A) Leq,d 48.5 dB(A) Sigma(Leq,d) 0.0 dB(A)						
Vac 1	Default industrial noise	Point		5.2	0.0	
Vac 2	Default industrial noise	Point		5.5	0.0	
Vac 3	Default industrial noise	Point		5.8	0.0	
Vac 4	Default industrial noise	Point		6.2	0.0	
Vac 5	Default industrial noise	Point		6.7	0.0	
Vac 6	Default industrial noise	Point		7.4	0.0	
Vac 7	Default industrial noise	Point		8.0	0.0	
Vac 8	Default industrial noise	Point		9.3	0.0	
Vac 9	Default industrial noise	Point		13.3	0.0	
Vac 10	Default industrial noise	Point		20.0	0.0	
Vac 11	Default industrial noise	Point		20.4	0.0	
Vac 12	Default industrial noise	Point		20.8	0.0	
Vac 13	Default industrial noise	Point		22.8	0.0	
Vac 14	Default industrial noise	Point		23.0	0.0	
Vac 15	Default industrial noise	Point		22.1	0.0	
Vac 16	Default industrial noise	Point		23.6	0.0	

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Vac 17	Default industrial noise	Point		16.7	0.0	
Vac 18	Default industrial noise	Point		16.9	0.0	
Vac 19	Default industrial noise	Point		17.2	0.0	
Vac 20	Default industrial noise	Point		17.5	0.0	
Vac 21	Default industrial noise	Point		17.8	0.0	
Vac 22	Default industrial noise	Point		18.1	0.0	
Vac 23	Default industrial noise	Point		18.4	0.0	
Vac 24	Default industrial noise	Point		18.7	0.0	
Vac 25	Default industrial noise	Point		20.3	0.0	
Vac 26	Default industrial noise	Point		20.6	0.0	
Vac 27	Default industrial noise	Point		21.0	0.0	
Vac 28	Default industrial noise	Point		21.3	0.0	
Roof 01	Default industrial noise	Area		4.8	0.0	
Transmissive area 09	Default industrial noise	Area		0.1	0.0	
Facade 01	Default industrial noise	Area		1.1	0.0	
Transmissive area 01	Default industrial noise	Area		48.2	0.0	
Facade 02	Default industrial noise	Area		0.8	0.0	
Transmissive area 07	Default industrial noise	Area		-5.1	0.0	
Facade 03	Default industrial noise	Area		-9.6	0.0	
Transmissive area 01	Default industrial noise	Area		33.5	0.0	
Facade 04	Default industrial noise	Area		5.4	0.0	
Transmissive area 07	Default industrial noise	Area		1.0	0.0	
Receiver Receiver 4 FI G Lr,lim dB(A) Leq,d 46.4 dB(A) Sigma(Leq,d) 0.0 dB(A)						
Vac 1	Default industrial noise	Point		17.3	0.0	
Vac 2	Default industrial noise	Point		19.6	0.0	
Vac 3	Default industrial noise	Point		19.6	0.0	
Vac 4	Default industrial noise	Point		19.6	0.0	
Vac 5	Default industrial noise	Point		19.6	0.0	
Vac 6	Default industrial noise	Point		19.6	0.0	
Vac 7	Default industrial noise	Point		19.6	0.0	
Vac 8	Default industrial noise	Point		19.5	0.0	
Vac 9	Default industrial noise	Point		19.5	0.0	
Vac 10	Default industrial noise	Point		19.4	0.0	
Vac 11	Default industrial noise	Point		17.0	0.0	
Vac 12	Default industrial noise	Point		16.9	0.0	
Vac 13	Default industrial noise	Point		16.8	0.0	
Vac 14	Default industrial noise	Point		16.8	0.0	
Vac 15	Default industrial noise	Point		16.7	0.0	
Vac 16	Default industrial noise	Point		16.6	0.0	
Vac 17	Default industrial noise	Point		19.7	0.0	
Vac 18	Default industrial noise	Point		19.9	0.0	
Vac 19	Default industrial noise	Point		19.8	0.0	
Vac 20	Default industrial noise	Point		19.8	0.0	
Vac 21	Default industrial noise	Point		19.8	0.0	
Vac 22	Default industrial noise	Point		19.8	0.0	

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Vac 23	Default industrial noise	Point		19.7	0.0	
Vac 24	Default industrial noise	Point		19.7	0.0	
Vac 25	Default industrial noise	Point		18.8	0.0	
Vac 26	Default industrial noise	Point		17.8	0.0	
Vac 27	Default industrial noise	Point		17.7	0.0	
Vac 28	Default industrial noise	Point		17.6	0.0	
Roof 01	Default industrial noise	Area		-3.9	0.0	
Transmissive area 09	Default industrial noise	Area		-4.3	0.0	
Facade 01	Default industrial noise	Area		-11.2	0.0	
Transmissive area 01	Default industrial noise	Area		33.8	0.0	
Facade 02	Default industrial noise	Area		-9.1	0.0	
Transmissive area 07	Default industrial noise	Area		-3.3	0.0	
Facade 03	Default industrial noise	Area		-4.0	0.0	
Transmissive area 01	Default industrial noise	Area		45.9	0.0	
Facade 04	Default industrial noise	Area		-12.3	0.0	
Transmissive area 07	Default industrial noise	Area		-12.6	0.0	
Receiver Receiver 5 Fl G Lr,lim dB(A) Leq,d 53.1 dB(A) Sigma(Leq,d) 0.0 dB(A)						
Vac 1	Default industrial noise	Point		24.5	0.0	
Vac 2	Default industrial noise	Point		23.9	0.0	
Vac 3	Default industrial noise	Point		23.4	0.0	
Vac 4	Default industrial noise	Point		22.9	0.0	
Vac 5	Default industrial noise	Point		22.4	0.0	
Vac 6	Default industrial noise	Point		22.0	0.0	
Vac 7	Default industrial noise	Point		21.5	0.0	
Vac 8	Default industrial noise	Point		16.9	0.0	
Vac 9	Default industrial noise	Point		15.6	0.0	
Vac 10	Default industrial noise	Point		14.9	0.0	
Vac 11	Default industrial noise	Point		14.0	0.0	
Vac 12	Default industrial noise	Point		13.4	0.0	
Vac 13	Default industrial noise	Point		12.8	0.0	
Vac 14	Default industrial noise	Point		12.6	0.0	
Vac 15	Default industrial noise	Point		12.3	0.0	
Vac 16	Default industrial noise	Point		11.5	0.0	
Vac 17	Default industrial noise	Point		23.7	0.0	
Vac 18	Default industrial noise	Point		23.2	0.0	
Vac 19	Default industrial noise	Point		22.8	0.0	
Vac 20	Default industrial noise	Point		22.3	0.0	
Vac 21	Default industrial noise	Point		21.9	0.0	
Vac 22	Default industrial noise	Point		21.5	0.0	
Vac 23	Default industrial noise	Point		21.1	0.0	
Vac 24	Default industrial noise	Point		20.7	0.0	
Vac 25	Default industrial noise	Point		19.1	0.0	
Vac 26	Default industrial noise	Point		18.8	0.0	
Vac 27	Default industrial noise	Point		18.5	0.0	
Vac 28	Default industrial noise	Point		18.2	0.0	

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Contribution level - Situation 3: Outdoor SP

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Source	Source group	Source ty	Tr. lane	Leq,d dB(A)	A dB	
Roof 01	Default industrial noise	Area		5.3	0.0	
Transmissive area 09	Default industrial noise	Area		3.7	0.0	
Facade 01	Default industrial noise	Area		-13.2	0.0	
Transmissive area 01	Default industrial noise	Area		28.4	0.0	
Facade 02	Default industrial noise	Area		1.9	0.0	
Transmissive area 07	Default industrial noise	Area		2.2	0.0	
Facade 03	Default industrial noise	Area		4.2	0.0	
Transmissive area 01	Default industrial noise	Area		53.0	0.0	
Facade 04	Default industrial noise	Area		1.5	0.0	
Transmissive area 07	Default industrial noise	Area		1.8	0.0	

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Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Receiver Receiver 1		FI G	Lr,lim	dB(A)		Leq,d 54.2 dB(A)		Sigma(Leq,d) 0.0 dB(A)																					
Facade 01	Leq,d	-6.0								-9.2			-9.7			-17.0			-26.9			-36.0			-54.7				
Facade 02	Leq,d	0.3								-2.3			-3.6			-13.4			-24.7			-39.1			-55.3				
Facade 03	Leq,d	5.4								1.1			1.4			-1.9			-8.3			-20.2			-34.5				
Facade 04	Leq,d	9.1								6.3			4.3			-0.2			-6.6			-18.8			-33.7				
Roof 01	Leq,d	9.7								4.7			7.1			0.9			-7.7			-20.5			-36.0				
Transmissive area 01	Leq,d	37.0								31.9			31.1			29.1			29.2			26.8			11.0				
Transmissive area 01	Leq,d	54.1								43.4			44.7			47.2			51.2			43.3			32.0				
Transmissive area 07	Leq,d	-2.4								-5.4			-6.2			-14.1			-24.0			-38.3			-54.5				
Transmissive area 07	Leq,d	7.4								3.7			3.2			-0.5			-6.6			-18.4			-32.7				
Transmissive area 09	Leq,d	5.3								-1.6			3.0			-2.0			-9.8			-22.0			-36.6				
Vac 1	Leq,d	24.2	-5.9	1.3	4.8	7.9	9.2	5.1	2.0	1.6	-0.5	-7.6	-5.3	-4.9	-1.6	2.0	3.3	7.8	6.3	11.7	14.1	14.8	16.4	17.1	14.4	12.6	8.2	-0.5	-3.6
Vac 2	Leq,d	11.4	-8.9	-1.9	1.2	4.0	4.8	0.2	-3.5	-4.6	-7.4	-12.5	-11.2	-12.0	-11.0	-8.5	-8.3	-5.9	-8.3	-3.9	-2.5	-2.7	-2.1	-2.3	-5.7	-8.1	-13.1	-22.4	-26.0
Vac 3	Leq,d	7.1	-11.4	-4.8	-2.0	0.4	0.9	-4.1	-8.1	-9.4	-12.6	-17.4	-16.3	-17.2	-16.9	-14.7	-14.9	-13.8	-16.3	-11.4	-9.2	-8.9	-7.6	-7.2	-10.1	-12.0	-16.6	-25.5	-28.7
Vac 4	Leq,d	6.2	-12.2	-5.6	-3.0	-0.6	-0.2	-5.2	-9.2	-10.6	-13.7	-18.0	-16.9	-17.8	-17.7	-15.5	-15.7	-15.0	-17.4	-12.3	-9.9	-9.5	-8.1	-7.6	-10.5	-12.4	-16.9	-25.8	-29.1
Vac 5	Leq,d	5.7	-12.7	-6.2	-3.5	-1.2	-0.7	-5.7	-9.8	-11.2	-14.3	-18.3	-17.2	-18.1	-18.0	-15.9	-16.1	-15.6	-17.9	-12.8	-10.3	-9.8	-8.4	-7.9	-10.8	-12.7	-17.2	-26.2	-29.4
Vac 6	Leq,d	5.4	-13.1	-6.5	-3.8	-1.5	-1.0	-6.1	-10.1	-11.5	-14.7	-18.5	-17.4	-18.3	-18.3	-16.1	-16.3	-15.9	-18.3	-13.1	-10.6	-10.1	-8.7	-8.2	-11.0	-12.9	-17.5	-26.5	-29.9
Vac 7	Leq,d	5.1	-13.4	-6.9	-4.2	-1.9	-1.4	-6.5	-10.5	-11.9	-15.1	-18.9	-17.7	-18.7	-18.7	-16.5	-16.8	-16.4	-18.5	-13.0	-10.8	-10.3	-8.9	-8.4	-11.2	-13.2	-17.8	-26.8	-30.3
Vac 8	Leq,d	4.9	-13.6	-7.0	-4.4	-2.0	-1.6	-6.6	-10.7	-12.1	-15.3	-19.0	-17.9	-18.9	-18.9	-16.7	-16.9	-16.6	-18.7	-13.1	-11.0	-10.5	-9.1	-8.6	-11.5	-13.4	-18.1	-27.2	-30.7
Vac 9	Leq,d	4.7	-13.7	-7.2	-4.6	-2.2	-1.8	-6.9	-11.0	-12.4	-15.6	-19.4	-18.3	-19.2	-19.3	-17.1	-17.3	-16.9	-19.0	-12.8	-10.7	-10.4	-9.1	-8.7	-11.7	-13.8	-18.5	-27.7	-31.4
Vac 10	Leq,d	10.2	-13.6	-7.0	-4.4	-2.1	-1.7	-6.7	-10.9	-12.3	-15.5	-19.5	-18.4	-19.3	-19.3	-17.2	-17.4	-16.8	-19.0	-0.5	1.7	1.9	2.6	2.0	-2.6	-7.1	-15.1	-27.1	-31.8
Vac 11	Leq,d	10.5	-13.2	-6.6	-3.9	-1.6	-1.1	-6.2	-10.3	-11.7	-14.9	-19.4	-18.4	-19.3	-19.2	-17.1	-17.3	-16.4	-18.6	-0.4	1.9	2.0	2.8	2.2	-2.4	-6.9	-15.0	-27.2	-32.3
Vac 12	Leq,d	11.7	-11.4	-4.5	-1.5	1.2	1.9	-2.8	-6.7	-7.9	-10.9	-15.0	-13.9	-14.8	-14.4	-12.0	-11.9	-10.5	-13.0	0.2	2.3	2.4	3.2	2.6	-2.0	-6.4	-14.4	-26.7	-32.1
Vac 13	Leq,d	13.7	-10.8	-3.8	-0.6	2.1	3.0	-1.6	-5.4	-6.4	-9.3	-14.0	-12.8	-13.5	-12.8	-10.3	-10.1	-7.9	-10.3	2.6	4.8	4.9	5.6	5.0	0.3	-4.2	-12.4	-25.2	-31.2
Vac 14	Leq,d	13.8	-10.3	-3.2	0.2	3.2	4.3	0.0	-3.5	-4.2	-6.6	-11.5	-9.8	-10.1	-8.6	-5.8	-5.4	-2.4	-4.6	2.1	3.9	3.9	4.5	4.0	-0.2	-3.9	-10.5	-21.4	-26.6
Vac 15	Leq,d	21.4	-8.3	-1.1	2.4	5.5	6.8	2.7	-0.7	-1.1	-3.1	-10.9	-8.6	-8.2	-4.6	-1.1	0.2	5.1	3.7	9.1	11.8	12.4	13.8	14.2	11.2	9.0	3.9	-5.9	-10.3
Vac 16	Leq,d	21.0	-8.4	-1.2	2.3	5.4	6.6	2.5	-0.8	-1.3	-3.3	-11.1	-8.8	-8.4	-4.8	-1.3	0.0	5.0	3.5	8.9	11.3	11.9	13.4	13.9	10.9	8.6	3.5	-6.3	-10.9
Vac 17	Leq,d	21.8	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.2	-0.6	-2.6	-10.2	-8.0	-7.6	-4.1	-0.5	0.8	5.6	4.2	9.6	12.0	12.6	14.1	14.6	11.7	9.7	4.7	-4.8	-8.9
Vac 18	Leq,d	14.4	-9.9	-2.8	0.6	3.6	4.8	0.6	-2.9	-3.5	-5.8	-10.7	-9.1	-9.4	-7.7	-4.7	-4.1	-0.6	-2.6	2.3	4.1	4.1	4.9	4.8	1.1	-1.8	-7.6	-18.0	-23.0
Vac 19	Leq,d	10.0	-10.7	-3.7	-0.5	2.4	3.3	-1.2	-5.0	-5.9	-8.6	-13.3	-11.9	-12.5	-11.5	-9.0	-8.9	-6.7	-9.2	-4.8	-3.4	-3.8	-3.3	-3.7	-7.5	-10.3	-15.9	-26.0	-30.8
Vac 20	Leq,d	8.5	-11.3	-4.4	-1.3	1.4	2.2	-2.4	-6.2	-7.3	-10.1	-14.0	-12.6	-13.2	-12.8	-10.4	-10.4	-9.1	-11.8	-7.5	-6.2	-6.7	-6.2	-6.7	-10.4	-13.0	-18.4	-28.3	-32.9
Vac 21	Leq,d	8.0	-11.6	-4.8	-1.7	0.9	1.7	-3.0	-6.8	-7.9	-10.7	-14.2	-12.8	-13.5	-13.2	-10.8	-10.9	-10.0	-12.7	-8.5	-7.3	-7.7	-7.3	-7.8	-11.5	-14.0	-19.3	-29.1	-33.6
Vac 22	Leq,d	7.5	-12.0	-5.2	-2.1	0.5	1.3	-3.4	-7.2	-8.3	-11.1	-14.4	-13.0	-13.7	-13.5	-11.1	-11.2	-10.6	-13.3	-9.1	-8.0	-8.4	-8.0	-8.5	-12.3	-14.6	-19.9	-29.7	-34.2
Vac 23	Leq,d	7.1	-12.3	-5.5	-2.4	0.2	1.0	-3.6	-7.5	-8.6	-11.4	-14.6	-13.2	-13.9	-13.8	-11.5	-11.6	-11.4	-14.2	-10.1	-9.0	-9.5	-9.1	-9.6	-13.4	-15.7	-20.8	-30.6	-35.1
Vac 24	Leq,d	6.9	-12.5	-5.7	-2.6	0.0	0.8	-3.8	-7.7	-8.8	-11.6	-14.7	-13.3	-14.0	-13.9	-11.6	-11.7	-11.6	-14.4	-10.2	-9.1	-9.6	-9.2	-9.8	-13.6	-15.9	-21.0	-30.8	-35.4
Vac 25	Leq,d	7.0	-12.5	-5.6	-2.6	0.1	0.9	-3.7	-7.8	-8.9	-11.7	-15.1	-13.7	-14.4	-14.2	-11.8	-11.9	-11.2	-13.9	-9.7	-8.5	-9.0	-8.6	-9.2	-13.3	-16.1	-21.6	-31.9	-37.1

Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 26	Leq,d	7.3	-12.2	-5.4	-2.3	0.4	1.2	-3.5	-7.6	-8.6	-11.4	-15.1	-13.7	-14.4	-14.1	-11.8	-11.8	-10.8	-13.5	-9.2	-8.0	-8.5	-8.1	-8.7	-12.8	-15.7	-21.4	-31.9	-37.3
Vac 27	Leq,d	8.3	-11.9	-5.0	-1.9	0.8	1.7	-2.9	-7.0	-8.0	-10.6	-14.4	-12.7	-13.1	-12.3	-9.6	-9.2	-8.1	-10.6	-6.3	-5.2	-5.9	-5.8	-6.6	-11.1	-14.7	-21.0	-31.7	-37.3
Vac 28	Leq,d	9.3	-11.7	-4.7	-1.4	1.5	2.5	-1.9	-5.9	-6.8	-9.3	-13.3	-11.8	-12.3	-11.6	-9.0	-8.7	-7.1	-9.6	-5.1	-3.7	-4.1	-3.7	-4.2	-8.4	-11.8	-18.3	-29.7	-36.1
Remaining contrib. of src "Facade 01"	Leq,d																												
Remaining contrib. of src "Facade 02"	Leq,d																												
Remaining contrib. of src "Facade 03"	Leq,d																												
Remaining contrib. of src "Facade 04"	Leq,d																												
Remaining contrib. of src "Roof 01"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Vac 1"	Leq,d																												
Remaining contrib. of src "Vac 2"	Leq,d																												
Remaining contrib. of src "Vac 3"	Leq,d																												
Remaining contrib. of src "Vac 4"	Leq,d																												
Remaining contrib. of src "Vac 5"	Leq,d																												
Remaining contrib. of src "Vac 6"	Leq,d																												
Remaining contrib. of src "Vac 7"	Leq,d																												
Remaining contrib. of src "Vac 8"	Leq,d																												

Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 9"	Leq,d																												
Remaining contrib. of src "Vac 10"	Leq,d																												
Remaining contrib. of src "Vac 11"	Leq,d																												
Remaining contrib. of src "Vac 12"	Leq,d																												
Remaining contrib. of src "Vac 13"	Leq,d																												
Remaining contrib. of src "Vac 14"	Leq,d																												
Remaining contrib. of src "Vac 15"	Leq,d																												
Remaining contrib. of src "Vac 16"	Leq,d																												
Remaining contrib. of src "Vac 17"	Leq,d																												
Remaining contrib. of src "Vac 18"	Leq,d																												
Remaining contrib. of src "Vac 19"	Leq,d																												
Remaining contrib. of src "Vac 20"	Leq,d																												
Remaining contrib. of src "Vac 21"	Leq,d																												
Remaining contrib. of src "Vac 22"	Leq,d																												
Remaining contrib. of src "Vac 23"	Leq,d																												
Remaining contrib. of src "Vac 24"	Leq,d																												
Remaining contrib. of src "Vac 25"	Leq,d																												
Remaining contrib. of src "Vac 26"	Leq,d																												
Remaining contrib. of src "Vac 27"	Leq,d																												

MD Acoustics 1197 E Los Angeles Ave,Unit C 256 Simi Valley, CA 93065 USA

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 28"	Leq,d																												
Receiver Receiver 2 FI G Lr,lim dB(A) Leq,d 51.9 dB(A) Sigma(Leq,d) 0.0 dB(A)																													
Facade 01	Leq,d	3.6								-0.3			-0.6			-4.3			-10.6			-23.0			-38.1				
Facade 02	Leq,d	0.3								-2.3			-3.7			-13.4			-24.5			-38.9			-55.3				
Facade 03	Leq,d	-4.9								-8.5			-8.3			-15.3			-24.8			-39.2			-56.0				
Facade 04	Leq,d	9.1								6.3			4.2			-0.3			-6.6			-18.9			-33.8				
Roof 01	Leq,d	9.5								4.5			6.9			0.7			-7.7			-20.6			-36.1				
Transmissive area 01	Leq,d	51.6								42.3			42.5			44.4			48.6			40.3			28.2				
Transmissive area 01	Leq,d	38.1								32.4			32.6			31.2			31.7			21.9			8.2				
Transmissive area 07	Leq,d	-6.4								-9.5			-9.9			-18.9			-29.7			-43.6			-59.4				
Transmissive area 07	Leq,d	4.5								1.0			0.1			-3.5			-9.3			-21.2			-35.9				
Transmissive area 09	Leq,d	4.4								-2.6			2.1			-2.9			-10.9			-23.1			-38.1				
Vac 1	Leq,d	6.2	-12.4	-5.8	-2.9	-0.5	0.1	-4.8	-8.9	-10.2	-13.2	-17.2	-15.8	-16.5	-16.1	-13.6	-13.6	-13.0	-15.8	-11.5	-10.6	-10.8	-9.6	-9.3	-12.4	-14.7	-19.7	-29.4	-33.6
Vac 2	Leq,d	4.8	-13.5	-7.0	-4.3	-1.9	-1.5	-6.5	-10.6	-12.0	-15.2	-19.4	-18.3	-19.3	-19.2	-17.1	-17.3	-16.6	-19.1	-13.5	-11.4	-11.0	-9.7	-9.3	-12.4	-14.6	-19.5	-29.0	-33.1
Vac 3	Leq,d	4.6	-13.8	-7.2	-4.6	-2.3	-1.8	-6.8	-11.0	-12.4	-15.6	-19.4	-18.3	-19.3	-19.3	-17.1	-17.3	-16.9	-19.3	-13.6	-11.5	-11.0	-9.6	-9.2	-12.2	-14.3	-19.2	-28.6	-32.5
Vac 4	Leq,d	4.6	-13.9	-7.3	-4.6	-2.3	-1.9	-6.9	-11.0	-12.4	-15.6	-19.3	-18.2	-19.2	-19.2	-17.0	-17.3	-16.9	-19.2	-13.5	-11.3	-10.8	-9.4	-9.0	-12.0	-14.0	-18.9	-28.2	-32.0
Vac 5	Leq,d	4.7	-13.7	-7.2	-4.5	-2.2	-1.7	-6.8	-10.9	-12.3	-15.4	-19.1	-18.0	-19.0	-19.0	-16.8	-17.1	-16.7	-19.0	-13.3	-11.1	-10.6	-9.2	-8.7	-11.7	-13.7	-18.5	-27.7	-31.4
Vac 6	Leq,d	5.0	-13.5	-7.0	-4.3	-2.0	-1.5	-6.5	-10.6	-12.0	-15.1	-18.9	-17.8	-18.7	-18.7	-16.6	-16.8	-16.4	-18.2	-13.1	-10.9	-10.4	-9.0	-8.5	-11.5	-13.5	-18.2	-27.4	-30.9
Vac 7	Leq,d	5.1	-13.3	-6.8	-4.1	-1.8	-1.3	-6.4	-10.5	-11.8	-15.0	-18.9	-17.8	-18.7	-18.6	-16.5	-16.7	-16.3	-18.0	-12.9	-10.7	-10.2	-8.8	-8.3	-11.2	-13.2	-17.8	-26.9	-30.4
Vac 8	Leq,d	5.5	-13.0	-6.4	-3.8	-1.4	-1.0	-6.0	-10.1	-11.5	-14.6	-18.7	-17.5	-18.5	-18.4	-16.2	-16.5	-15.9	-17.6	-12.6	-10.4	-9.9	-8.5	-8.0	-10.9	-12.9	-17.6	-26.6	-30.0
Vac 9	Leq,d	6.2	-12.2	-5.6	-3.0	-0.6	-0.2	-5.2	-9.2	-10.6	-13.8	-18.3	-17.2	-18.1	-17.9	-15.7	-15.9	-15.1	-16.6	-11.8	-9.8	-9.4	-8.0	-7.6	-10.5	-12.5	-17.1	-26.1	-29.4
Vac 10	Leq,d	13.3	-11.2	-4.5	-1.6	0.8	1.4	-3.5	-7.5	-8.8	-11.9	-17.3	-16.2	-17.1	-16.5	-14.4	-14.6	-13.1	-3.3	1.9	4.2	4.5	5.5	5.3	1.2	-2.6	-9.9	-22.2	-28.0
Vac 11	Leq,d	15.8	-8.6	-1.6	1.7	4.5	5.6	1.1	-2.4	-3.3	-5.8	-11.6	-10.1	-10.6	-8.8	-6.0	-5.5	-2.3	-0.9	4.1	6.1	6.3	7.2	7.0	3.0	-0.2	-6.6	-17.4	-21.9
Vac 12	Leq,d	24.9	-6.0	1.2	4.7	7.8	9.1	5.0	1.8	1.4	-0.6	-7.7	-5.5	-5.1	-1.7	1.8	3.1	7.6	6.7	12.1	14.5	15.1	16.6	17.2	16.9	15.0	10.6	1.7	-1.4
Vac 13	Leq,d	24.6	-5.9	1.3	4.7	7.8	9.1	5.0	1.9	1.5	-0.5	-7.7	-5.4	-5.0	-1.7	1.9	3.2	7.7	7.0	12.4	14.8	15.4	16.9	17.5	14.7	12.8	8.2	-0.6	-3.8
Vac 14	Leq,d	24.6	-5.9	1.3	4.7	7.8	9.1	5.0	1.9	1.5	-0.5	-7.7	-5.4	-5.0	-1.7	1.9	3.2	7.7	7.0	12.4	14.8	15.4	16.9	17.5	14.7	12.8	8.2	-0.6	-3.8
Vac 15	Leq,d	24.4	-6.0	1.2	4.7	7.8	9.1	5.0	1.9	1.5	-0.5	-7.7	-5.4	-5.0	-1.7	1.9	3.2	7.7	6.7	12.1	14.5	15.2	16.7	17.3	14.5	12.7	8.2	-0.7	-3.8
Vac 16	Leq,d	24.6	-5.9	1.3	4.8	7.9	9.2	5.1	1.9	1.5	-0.5	-7.6	-5.3	-4.9	-1.6	2.0	3.2	7.7	7.1	12.5	14.9	15.5	17.0	17.6	14.7	12.9	8.3	-0.5	-3.6
Vac 17	Leq,d	11.4	-12.8	-6.0	-2.9	-0.2	0.6	-4.1	-8.2	-9.2	-12.0	-15.1	-13.7	-14.4	-14.3	-12.0	-12.1	-11.9	-14.7	0.3	2.5	2.7	3.5	2.9	-1.7	-6.2	-14.7	-28.6	-36.6
Vac 18	Leq,d	11.5	-12.8	-6.0	-2.9	-0.2	0.6	-4.1	-8.1	-9.2	-11.9	-15.1	-13.7	-14.4	-14.3	-12.0	-12.1	-11.9	-14.6	0.5	2.7	2.8	3.6	3.1	-1.4	-5.9	-14.3	-28.2	-36.1
Vac 19	Leq,d	11.7	-12.8	-5.9	-2.9	-0.2	0.6	-4.0	-8.0	-9.1	-11.9	-15.0	-13.6	-14.3	-14.2	-11.9	-12.0	-11.8	-14.6	0.6	2.8	3.0	3.8	3.3	-1.2	-5.6	-13.9	-27.7	-35.5
Vac 20	Leq,d	11.9	-12.6	-5.8	-2.7	-0.1	0.7	-3.9	-7.9	-8.9	-11.7	-14.9	-13.5	-14.2	-14.0	-11.8	-11.9	-11.7	-14.5	0.8	3.0	3.2	4.0	3.5	-0.9	-5.3	-13.5	-27.2	-35.0
Vac 21	Leq,d	12.0	-12.4	-5.6	-2.6	0.1	0.9	-3.8	-7.7	-8.8	-11.6	-14.8	-13.4	-14.1	-13.9	-11.7	-11.8	-11.6	-14.4	0.9	3.1	3.3	4.1	3.7	-0.7	-5.0	-13.1	-26.8	-34.5
Vac 22	Leq,d	12.2	-12.2	-5.3	-2.3	0.4	1.2	-3.5	-7.5	-8.5	-11.3	-14.6	-13.3	-13.9	-13.8	-11.5	-11.6	-11.4	-14.2	1.1	3.3	3.5	4.3	3.9	-0.4	-4.7	-12.7	-26.3	-34.0
Vac 23	Leq,d	12.6	-11.8	-4.9	-1.9	0.8	1.6	-3.1	-7.0	-8.0	-10.8	-14.4	-13.0	-13.7	-13.4	-11.0	-11.1	-10.2	-12.9	1.3	3.5	3.7	4.6	4.2	-0.1	-4.3	-12.2	-25.5	-33.1

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 24	Leq,d	13.0	-11.5	-4.6	-1.4	1.3	2.1	-2.5	-6.4	-7.4	-10.2	-14.2	-12.8	-13.4	-12.9	-10.5	-10.6	-9.3	-3.5	1.6	3.8	4.0	4.9	4.5	0.2	-3.9	-11.6	-24.8	-32.2
Vac 25	Leq,d	22.2	-7.9	-0.7	2.8	5.9	7.1	3.0	-0.2	-0.6	-2.6	-10.3	-8.0	-7.6	-4.1	-0.5	0.7	5.6	4.8	10.2	12.6	13.2	14.6	15.1	12.1	9.8	4.8	-4.8	-6.6
Vac 26	Leq,d	22.3	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.2	-0.6	-2.6	-10.2	-8.0	-7.6	-4.1	-0.5	0.8	5.6	4.9	10.3	12.7	13.3	14.7	15.2	12.1	9.9	4.9	-4.7	-8.9
Vac 27	Leq,d	21.8	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.2	-0.6	-2.6	-10.2	-8.0	-7.6	-4.1	-0.5	0.8	5.6	4.2	9.6	12.0	12.6	14.1	14.7	11.7	9.7	4.7	-4.8	-8.9
Vac 28	Leq,d	21.8	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.2	-0.6	-2.6	-10.3	-8.0	-7.6	-4.1	-0.5	0.7	5.6	4.1	9.5	12.0	12.6	14.1	14.6	11.7	9.6	4.7	-4.8	-9.0
Remaining contrib. of src "Facade 01"	Leq,d																												
Remaining contrib. of src "Facade 02"	Leq,d																												
Remaining contrib. of src "Facade 03"	Leq,d																												
Remaining contrib. of src "Facade 04"	Leq,d																												
Remaining contrib. of src "Roof 01"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Vac 1"	Leq,d																												
Remaining contrib. of src "Vac 2"	Leq,d																												
Remaining contrib. of src "Vac 3"	Leq,d																												
Remaining contrib. of src "Vac 4"	Leq,d																												
Remaining contrib. of src "Vac 5"	Leq,d																												
Remaining contrib. of src "Vac 6"	Leq,d																												
Remaining contrib. of src "Vac 7"	Leq,d																												

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 8"	Leq,d																												
Remaining contrib. of src "Vac 9"	Leq,d																												
Remaining contrib. of src "Vac 10"	Leq,d																												
Remaining contrib. of src "Vac 11"	Leq,d																												
Remaining contrib. of src "Vac 12"	Leq,d																												
Remaining contrib. of src "Vac 13"	Leq,d																												
Remaining contrib. of src "Vac 14"	Leq,d																												
Remaining contrib. of src "Vac 15"	Leq,d																												
Remaining contrib. of src "Vac 16"	Leq,d																												
Remaining contrib. of src "Vac 17"	Leq,d																												
Remaining contrib. of src "Vac 18"	Leq,d																												
Remaining contrib. of src "Vac 19"	Leq,d																												
Remaining contrib. of src "Vac 20"	Leq,d																												
Remaining contrib. of src "Vac 21"	Leq,d																												
Remaining contrib. of src "Vac 22"	Leq,d																												
Remaining contrib. of src "Vac 23"	Leq,d																												
Remaining contrib. of src "Vac 24"	Leq,d																												
Remaining contrib. of src "Vac 25"	Leq,d																												
Remaining contrib. of src "Vac 26"	Leq,d																												

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz	
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	
Remaining contrib. of src "Vac 27"	Leq,d																													
Remaining contrib. of src "Vac 28"	Leq,d																													
Receiver Receiver 3 FI G Lr,lim dB(A) Leq,d 48.4 dB(A) Sigma(Leq,d) 0.0 dB(A)																														
Facade 01	Leq,d	0.9								-4.7			-2.1			-6.2			-14.5			-27.6					-43.4			
Facade 02	Leq,d	0.2								-3.3			-3.2			-10.3			-21.0			-35.9					-53.6			
Facade 03	Leq,d	-9.8								-14.9			-12.6			-18.3			-29.1			-43.6					-60.8			
Facade 04	Leq,d	5.1								0.8			1.7			-3.1			-11.4			-24.3					-40.3			
Roof 01	Leq,d	4.6								-1.4			2.0			-3.0			-12.2			-25.1					-40.0			
Transmissive area 01	Leq,d	48.1								37.9			40.9			42.0			44.3			35.7					22.9			
Transmissive area 01	Leq,d	33.3								25.0			27.7			27.6			27.7			18.6					5.0			
Transmissive area 07	Leq,d	-6.1								-10.3			-9.0			-15.7			-26.5			-41.3					-59.0			
Transmissive area 07	Leq,d	0.8								-4.6			-2.2			-6.5			-14.2			-26.7					-42.8			
Transmissive area 09	Leq,d	-0.3								-8.3			-3.2			-5.6			-14.2			-26.6					-41.2			
Vac 1	Leq,d	5.1	-14.8	-8.0	-5.0	-2.3	-1.6	-6.3	-10.6	-11.7	-14.5	-17.7	-16.2	-16.7	-15.9	-13.2	-12.9	-11.7	-14.2	-9.8	-8.7	-9.2	-8.5	-8.7	-12.6	-15.8	-22.4	-34.2	-41.5	
Vac 2	Leq,d	5.3	-14.7	-7.8	-4.8	-2.2	-1.4	-6.1	-10.4	-11.5	-14.3	-17.6	-16.1	-16.6	-15.7	-13.0	-12.7	-11.5	-13.9	-9.5	-8.5	-8.9	-8.1	-8.3	-12.1	-15.3	-21.7	-33.4	-40.6	
Vac 3	Leq,d	5.7	-14.5	-7.6	-4.5	-1.9	-1.1	-5.8	-10.0	-11.1	-13.9	-17.3	-15.8	-16.2	-15.4	-12.7	-12.3	-11.0	-13.4	-9.0	-8.0	-8.4	-7.5	-7.7	-11.5	-14.7	-21.1	-32.6	-39.6	
Vac 4	Leq,d	6.1	-14.2	-7.3	-4.3	-1.6	-0.8	-5.5	-9.7	-10.7	-13.5	-17.0	-15.5	-15.9	-15.0	-12.3	-12.0	-10.6	-13.0	-8.6	-7.5	-7.8	-7.0	-7.1	-10.9	-14.1	-20.4	-31.8	-38.6	
Vac 5	Leq,d	6.6	-13.9	-7.0	-3.9	-1.2	-0.3	-5.0	-9.2	-10.2	-12.9	-16.5	-15.0	-15.4	-14.4	-11.7	-11.3	-9.9	-12.3	-7.8	-6.7	-7.0	-6.2	-6.4	-10.2	-13.3	-19.5	-30.9	-37.4	
Vac 6	Leq,d	7.3	-13.5	-6.6	-3.4	-0.7	0.2	-4.4	-8.5	-9.5	-12.1	-15.8	-14.2	-14.6	-13.5	-10.7	-10.3	-8.7	-11.1	-6.6	-5.6	-5.8	-5.0	-5.3	-9.1	-12.2	-18.5	-29.7	-36.1	
Vac 7	Leq,d	8.0	-13.2	-6.3	-3.1	-0.3	0.6	-4.0	-8.0	-9.0	-11.6	-15.3	-13.7	-14.1	-12.8	-10.0	-9.6	-7.8	-10.2	-5.7	-4.5	-4.6	-3.9	-4.2	-8.1	-11.2	-17.4	-28.5	-34.8	
Vac 8	Leq,d	9.2	-12.9	-5.9	-2.6	0.2	1.2	-3.3	-7.2	-8.0	-10.5	-14.3	-12.6	-12.8	-11.3	-8.4	-7.9	-5.9	-8.2	-3.6	-2.4	-2.5	-1.8	-2.2	-6.1	-9.2	-15.5	-26.6	-32.8	
Vac 9	Leq,d	13.3	-12.4	-5.3	-2.0	0.9	2.0	-2.3	-6.2	-6.8	-9.0	-12.7	-10.7	-10.6	-8.5	-5.1	-4.1	-1.5	-3.3	1.8	3.6	3.8	4.8	4.7	1.0	-2.0	-8.1	-19.1	-25.1	
Vac 10	Leq,d	20.0	-9.5	-2.3	1.2	4.3	5.6	1.5	-2.1	-2.5	-4.5	-8.6	-6.3	-5.9	-3.4	0.1	1.4	4.3	2.8	8.2	10.3	10.9	12.3	12.7	9.6	7.2	1.8	-8.4	-13.6	
Vac 11	Leq,d	20.4	-9.2	-2.0	1.5	4.6	5.9	1.8	-1.8	-2.2	-4.2	-8.2	-6.0	-5.6	-3.1	0.4	1.7	4.6	3.1	8.5	10.6	11.2	12.6	13.1	10.0	7.7	2.4	-7.7	-12.7	
Vac 12	Leq,d	20.8	-8.9	-1.7	1.8	4.9	6.2	2.1	-1.5	-1.9	-3.9	-7.9	-5.6	-5.2	-2.8	0.8	2.1	4.9	3.5	8.8	11.0	11.6	13.0	13.5	10.4	8.2	3.0	-6.9	-11.7	
Vac 13	Leq,d	22.8	-8.5	-1.3	2.2	5.3	6.6	2.4	-1.1	-1.5	-3.5	-7.5	-5.2	-4.9	-2.4	3.1	4.4	7.2	5.8	11.1	13.3	13.9	15.3	15.7	12.7	10.4	5.2	-4.8	-9.6	
Vac 14	Leq,d	23.0	-8.2	-1.0	2.5	5.6	6.9	2.8	-0.8	-1.2	-3.2	-7.1	-4.9	-4.5	-2.1	1.5	2.8	7.4	5.9	11.3	13.4	14.0	15.4	15.9	12.9	10.6	5.4	-4.4	-9.0	
Vac 15	Leq,d	22.1	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.4	-0.8	-2.8	-6.7	-4.5	-4.1	-1.7	1.9	3.2	6.0	4.8	10.1	12.2	12.8	14.3	14.8	11.9	9.8	4.9	-4.6	-8.8	
Vac 16	Leq,d	23.6	-7.5	-0.3	3.2	6.3	7.6	3.5	0.0	-0.4	-2.4	-6.3	-4.0	-3.6	-1.2	2.3	5.0	7.9	6.4	11.8	13.9	14.5	16.0	16.5	13.5	11.4	6.4	-3.1	-7.3	
Vac 17	Leq,d	16.7	-12.2	-5.0	-1.5	1.6	2.9	-1.2	-5.0	-5.4	-7.4	-11.6	-9.3	-9.0	-6.4	-2.9	-1.6	1.4	-0.1	5.2	7.3	7.8	9.0	9.1	5.5	2.5	-4.0	-15.8	-23.3	
Vac 18	Leq,d	16.9	-12.0	-4.8	-1.3	1.8	3.1	-1.0	-4.8	-5.2	-7.2	-11.4	-9.1	-8.8	-6.2	-2.6	-1.4	1.6	0.1	5.5	7.5	8.0	9.2	9.4	5.9	2.8	-3.5	-15.2	-22.5	
Vac 19	Leq,d	17.2	-11.8	-4.6	-1.1	2.0	3.3	-0.8	-4.5	-5.0	-7.0	-11.1	-8.9	-8.5	-5.9	-2.4	-1.1	1.9	0.4	5.7	7.8	8.3	9.5	9.7	6.2	3.3	-3.0	-14.5	-21.6	
Vac 20	Leq,d	17.5	-11.5	-4.3	-0.8	2.3	3.6	-0.5	-4.3	-4.7	-6.7	-10.9	-8.6	-8.2	-5.7	-2.1	-0.9	2.2	0.6	6.0	8.1	8.6	9.8	10.0	6.6	3.7	-2.4	-13.8	-20.7	
Vac 21	Leq,d	17.8	-11.3	-4.1	-0.6	2.5	3.8	-0.3	-4.1	-4.5	-6.5	-10.6	-8.4	-8.0	-5.4	-1.9	-0.6	2.4	0.9	6.2	8.3	8.8	10.1	10.3	6.9	4.1	-2.0	-13.2	-19.9	

Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 22	Leq,d	18.1	-11.1	-3.9	-0.4	2.7	4.0	-0.1	-3.8	-4.2	-6.2	-10.4	-8.1	-7.7	-5.2	-1.6	-0.4	2.6	1.1	6.5	8.6	9.1	10.4	10.6	7.3	4.5	-1.5	-12.6	-19.0
Vac 23	Leq,d	18.4	-10.8	-3.6	-0.1	3.0	4.3	0.2	-3.5	-4.0	-6.0	-10.1	-7.8	-7.5	-4.9	-1.4	-0.1	2.9	1.4	6.7	8.8	9.4	10.7	11.0	7.6	4.9	-0.9	-11.9	-18.1
Vac 24	Leq,d	18.7	-10.6	-3.4	0.1	3.2	4.5	0.4	-3.3	-3.7	-5.7	-9.8	-7.5	-7.2	-4.6	-1.1	0.2	3.2	1.7	7.0	9.1	9.7	11.0	11.3	8.0	5.4	-0.4	-11.2	-17.2
Vac 25	Leq,d	20.3	-9.3	-2.1	1.4	4.5	5.8	1.7	-1.9	-2.3	-4.3	-8.3	-6.1	-5.7	-3.2	0.4	1.6	4.5	3.0	8.4	10.5	11.1	12.5	13.0	9.9	7.5	2.2	-7.9	-12.9
Vac 26	Leq,d	20.6	-9.0	-1.8	1.7	4.8	6.1	2.0	-1.6	-2.0	-4.0	-8.0	-5.7	-5.3	-2.9	0.7	2.0	4.8	3.4	8.7	10.9	11.5	12.9	13.4	10.3	8.0	2.8	-7.2	-12.0
Vac 27	Leq,d	21.0	-8.7	-1.5	2.0	5.1	6.4	2.3	-1.3	-1.7	-3.7	-7.7	-5.4	-5.0	-2.6	1.0	2.3	5.1	3.7	9.0	11.2	11.8	13.2	13.7	10.7	8.5	3.3	-6.5	-11.1
Vac 28	Leq,d	21.3	-8.4	-1.2	2.3	5.4	6.7	2.6	-1.0	-1.4	-3.4	-7.3	-5.1	-4.7	-2.2	1.3	2.6	5.4	4.0	9.4	11.5	12.1	13.6	14.1	11.1	8.9	3.9	-5.8	-10.3
Remaining contrib. of src "Facade 01"	Leq,d																												
Remaining contrib. of src "Facade 02"	Leq,d																												
Remaining contrib. of src "Facade 03"	Leq,d																												
Remaining contrib. of src "Facade 04"	Leq,d																												
Remaining contrib. of src "Roof 01"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Vac 1"	Leq,d																												
Remaining contrib. of src "Vac 2"	Leq,d																												
Remaining contrib. of src "Vac 3"	Leq,d																												
Remaining contrib. of src "Vac 4"	Leq,d																												
Remaining contrib. of src "Vac 5"	Leq,d																												
Remaining contrib. of src "Vac 6"	Leq,d																												

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 7"	Leq,d																												
Remaining contrib. of src "Vac 8"	Leq,d																												
Remaining contrib. of src "Vac 9"	Leq,d																												
Remaining contrib. of src "Vac 10"	Leq,d																												
Remaining contrib. of src "Vac 11"	Leq,d																												
Remaining contrib. of src "Vac 12"	Leq,d																												
Remaining contrib. of src "Vac 13"	Leq,d																												
Remaining contrib. of src "Vac 14"	Leq,d																												
Remaining contrib. of src "Vac 15"	Leq,d																												
Remaining contrib. of src "Vac 16"	Leq,d																												
Remaining contrib. of src "Vac 17"	Leq,d																												
Remaining contrib. of src "Vac 18"	Leq,d																												
Remaining contrib. of src "Vac 19"	Leq,d																												
Remaining contrib. of src "Vac 20"	Leq,d																												
Remaining contrib. of src "Vac 21"	Leq,d																												
Remaining contrib. of src "Vac 22"	Leq,d																												
Remaining contrib. of src "Vac 23"	Leq,d																												
Remaining contrib. of src "Vac 24"	Leq,d																												
Remaining contrib. of src "Vac 25"	Leq,d																												

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Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 26"	Leq,d																												
Remaining contrib. of src "Vac 27"	Leq,d																												
Remaining contrib. of src "Vac 28"	Leq,d																												
Receiver Receiver 3 FI F2 Lr,ljm dB(A)		Leq,d 48.5 dB(A) Sigma(Leq,d) 0.0 dB(A)																											
Facade 01	Leq,d	1.1								-4.1			-2.1			-6.2			-14.6			-27.6			-43.4				
Facade 02	Leq,d	0.8								-2.6			-2.7			-9.8			-20.5			-35.3			-53.0				
Facade 03	Leq,d	-9.6								-14.5			-12.5			-18.3			-29.1			-43.6			-60.8				
Facade 04	Leq,d	5.4								1.5			1.7			-3.1			-11.4			-24.3			-40.3				
Roof 01	Leq,d	4.8								-1.3			2.2			-2.6			-11.1			-22.9			-38.0				
Transmissive area 01	Leq,d	48.2								38.5			40.9			41.9			44.3			35.7			22.9				
Transmissive area 01	Leq,d	33.5								25.7			27.8			27.6			27.7			18.6			5.0				
Transmissive area 07	Leq,d	-5.1								-9.4			-8.0			-14.6			-25.3			-40.2			-58.1				
Transmissive area 07	Leq,d	1.0								-3.9			-2.2			-6.5			-14.2			-26.8			-42.8				
Transmissive area 09	Leq,d	0.1								-8.2			-3.0			-5.1			-13.0			-23.1			-39.0				
Vac 1	Leq,d	5.2	-14.8	-7.9	-4.9	-2.3	-1.5	-6.2	-9.9	-10.9	-13.7	-17.5	-16.0	-16.3	-15.5	-13.0	-12.7	-11.5	-14.0	-9.5	-8.5	-9.0	-8.5	-8.7	-12.6	-15.8	-22.4	-34.2	-41.6
Vac 2	Leq,d	5.5	-14.6	-7.8	-4.7	-2.1	-1.3	-6.0	-9.6	-10.7	-13.5	-17.4	-15.9	-16.3	-15.5	-12.8	-12.5	-11.3	-13.7	-9.3	-8.3	-8.7	-8.1	-8.3	-12.1	-15.3	-21.8	-33.4	-40.6
Vac 3	Leq,d	5.8	-14.4	-7.5	-4.5	-1.8	-1.0	-5.7	-9.3	-10.4	-13.1	-17.1	-15.6	-16.0	-15.2	-12.5	-12.1	-10.9	-13.3	-8.8	-7.8	-8.2	-7.6	-7.7	-11.5	-14.7	-21.1	-32.6	-39.6
Vac 4	Leq,d	6.2	-14.2	-7.3	-4.2	-1.5	-0.7	-5.4	-9.0	-10.0	-12.8	-16.8	-15.3	-15.7	-14.8	-12.1	-11.8	-10.4	-12.8	-8.4	-7.4	-7.8	-7.0	-7.2	-10.9	-14.1	-20.4	-31.8	-38.6
Vac 5	Leq,d	6.7	-13.9	-6.9	-3.8	-1.1	-0.3	-4.9	-8.5	-9.5	-12.2	-16.3	-14.8	-15.2	-14.2	-11.5	-11.2	-9.7	-12.1	-7.7	-6.6	-7.0	-6.2	-6.4	-10.2	-13.3	-19.6	-30.9	-37.5
Vac 6	Leq,d	7.4	-13.5	-6.5	-3.4	-0.6	0.3	-4.3	-7.8	-8.7	-11.4	-15.6	-14.0	-14.4	-13.3	-10.6	-10.2	-8.6	-11.0	-6.5	-5.4	-5.8	-5.0	-5.3	-9.1	-12.3	-18.5	-29.7	-36.2
Vac 7	Leq,d	8.0	-13.2	-6.2	-3.1	-0.3	0.6	-3.9	-7.3	-8.2	-10.8	-15.2	-13.6	-13.9	-12.7	-9.9	-9.5	-7.8	-10.1	-5.6	-4.5	-4.6	-3.9	-4.2	-8.1	-11.2	-17.4	-28.6	-34.8
Vac 8	Leq,d	9.3	-12.8	-5.8	-2.6	0.3	1.3	-3.2	-6.5	-7.3	-9.8	-14.2	-12.5	-12.7	-11.3	-8.4	-7.8	-5.9	-8.1	-3.6	-2.4	-2.5	-1.8	-2.2	-6.1	-9.3	-15.5	-26.7	-32.9
Vac 9	Leq,d	13.3	-12.3	-5.3	-2.0	0.9	2.0	-2.3	-5.5	-6.1	-8.3	-12.6	-10.6	-10.5	-8.5	-5.1	-4.1	-1.5	-3.3	1.8	3.5	3.8	4.8	4.7	1.0	-2.0	-8.1	-19.1	-25.2
Vac 10	Leq,d	20.0	-9.5	-2.3	1.2	4.3	5.6	1.5	-1.5	-1.9	-3.9	-8.6	-6.3	-5.9	-3.5	0.1	1.4	4.3	2.8	8.2	10.3	10.9	12.3	12.7	9.6	7.2	1.8	-8.5	-13.7
Vac 11	Leq,d	20.4	-9.2	-2.0	1.5	4.6	5.9	1.8	-1.2	-1.6	-3.6	-8.2	-6.0	-5.6	-3.1	0.4	1.7	4.6	3.1	8.5	10.6	11.2	12.6	13.1	10.0	7.7	2.4	-7.7	-12.7
Vac 12	Leq,d	20.8	-8.9	-1.7	1.8	4.9	6.2	2.1	-0.8	-1.2	-3.3	-7.9	-5.6	-5.2	-2.8	0.8	2.1	4.9	3.5	8.8	10.9	11.6	13.0	13.5	10.4	8.2	3.0	-7.0	-11.7
Vac 13	Leq,d	22.8	-8.6	-1.4	2.1	5.2	6.5	2.4	-0.5	-0.9	-2.9	-7.5	-5.2	-4.8	-2.4	3.1	4.3	7.2	5.8	11.1	13.2	13.8	15.3	15.7	12.7	10.4	5.1	-4.8	-9.6
Vac 14	Leq,d	23.0	-8.2	-1.0	2.5	5.6	6.9	2.8	-0.2	-0.6	-2.6	-7.1	-4.9	-4.5	-2.1	1.5	2.8	7.3	5.9	11.2	13.4	14.0	15.4	15.9	12.8	10.6	5.4	-4.5	-9.1
Vac 15	Leq,d	22.1	-7.9	-0.7	2.8	5.9	7.2	3.1	0.2	-0.2	-2.2	-6.7	-4.4	-4.1	-1.7	1.9	3.2	6.0	4.8	10.2	12.3	12.9	14.3	14.8	11.9	9.8	4.9	-4.7	-8.8
Vac 16	Leq,d	23.6	-7.5	-0.3	3.2	6.3	7.6	3.5	0.6	0.2	-1.8	-6.3	-4.0	-3.6	-1.3	2.3	5.0	7.8	6.4	11.8	13.9	14.5	16.0	16.5	13.5	11.4	6.4	-3.2	-7.3
Vac 17	Leq,d	16.7	-12.2	-5.0	-1.5	1.6	2.9	-1.2	-4.3	-4.7	-6.8	-11.6	-9.3	-9.0	-6.4	-2.9	-1.6	1.4	-0.1	5.2	7.3	7.8	9.0	9.1	5.5	2.4	-4.0	-15.8	-23.4
Vac 18	Leq,d	16.9	-12.0	-4.8	-1.3	1.8	3.1	-1.0	-4.1	-4.5	-6.5	-11.4	-9.1	-8.7	-6.2	-2.7	-1.4	1.6	0.1	5.5	7.5	8.0	9.2	9.4	5.8	2.8	-3.5	-15.2	-22.6
Vac 19	Leq,d	17.2	-11.8	-4.6	-1.1	2.0	3.3	-0.8	-3.9	-4.3	-6.3	-11.1	-8.8	-8.5	-6.0	-2.4	-1.2	1.9	0.4	5.7	7.8	8.3	9.5	9.7	6.2	3.2	-3.0	-14.5	-21.6

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Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 20	Leq,d	17.5	-11.5	-4.3	-0.8	2.3	3.6	-0.6	-3.6	-4.0	-6.0	-10.8	-8.6	-8.2	-5.7	-2.1	-0.9	2.1	0.6	6.0	8.1	8.5	9.8	10.0	6.6	3.7	-2.5	-13.8	-20.7
Vac 21	Leq,d	17.8	-11.3	-4.1	-0.6	2.5	3.8	-0.3	-3.4	-3.8	-5.8	-10.6	-8.3	-8.0	-5.5	-1.9	-0.7	2.4	0.9	6.2	8.3	8.8	10.1	10.3	6.9	4.1	-2.0	-13.2	-19.9
Vac 22	Leq,d	18.1	-11.1	-3.9	-0.4	2.7	4.0	-0.1	-3.1	-3.5	-5.6	-10.3	-8.1	-7.7	-5.2	-1.6	-0.4	2.6	1.1	6.5	8.5	9.1	10.4	10.6	7.3	4.5	-1.5	-12.6	-19.1
Vac 23	Leq,d	18.4	-10.8	-3.6	-0.1	3.0	4.3	0.1	-2.9	-3.3	-5.3	-10.1	-7.8	-7.4	-4.9	-1.4	-0.1	2.9	1.4	6.7	8.8	9.3	10.7	10.9	7.6	4.9	-1.0	-11.9	-18.2
Vac 24	Leq,d	18.7	-10.6	-3.4	0.1	3.2	4.5	0.4	-2.6	-3.0	-5.0	-9.8	-7.5	-7.1	-4.6	-1.1	0.2	3.1	1.7	7.0	9.1	9.6	11.0	11.3	8.0	5.4	-0.4	-11.2	-17.3
Vac 25	Leq,d	20.3	-9.3	-2.1	1.4	4.5	5.8	1.7	-1.2	-1.7	-3.7	-8.3	-6.0	-5.7	-3.2	0.3	1.6	4.5	3.0	8.4	10.5	11.1	12.5	13.0	9.9	7.5	2.2	-7.9	-13.0
Vac 26	Leq,d	20.6	-9.0	-1.8	1.7	4.8	6.1	2.0	-0.9	-1.3	-3.4	-8.0	-5.7	-5.3	-2.9	0.7	1.9	4.8	3.4	8.7	10.8	11.4	12.9	13.3	10.3	8.0	2.8	-7.2	-12.0
Vac 27	Leq,d	21.0	-8.7	-1.5	2.0	5.1	6.4	2.3	-0.6	-1.1	-3.1	-7.7	-5.4	-5.0	-2.6	1.0	2.3	5.1	3.6	9.0	11.1	11.8	13.2	13.7	10.7	8.5	3.3	-6.5	-11.2
Vac 28	Leq,d	21.3	-8.4	-1.2	2.3	5.4	6.7	2.6	-0.3	-0.8	-2.8	-7.3	-5.0	-4.7	-2.3	1.3	2.6	5.4	3.9	9.3	11.5	12.1	13.5	14.0	11.1	8.9	3.8	-5.9	-10.3
Remaining contrib. of src "Facade 01"	Leq,d																												
Remaining contrib. of src "Facade 02"	Leq,d																												
Remaining contrib. of src "Facade 03"	Leq,d																												
Remaining contrib. of src "Facade 04"	Leq,d																												
Remaining contrib. of src "Roof 01"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Vac 1"	Leq,d																												
Remaining contrib. of src "Vac 2"	Leq,d																												
Remaining contrib. of src "Vac 3"	Leq,d																												
Remaining contrib. of src "Vac 4"	Leq,d																												
Remaining contrib. of src "Vac 5"	Leq,d																												

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Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 6"	Leq,d																												
Remaining contrib. of src "Vac 7"	Leq,d																												
Remaining contrib. of src "Vac 8"	Leq,d																												
Remaining contrib. of src "Vac 9"	Leq,d																												
Remaining contrib. of src "Vac 10"	Leq,d																												
Remaining contrib. of src "Vac 11"	Leq,d																												
Remaining contrib. of src "Vac 12"	Leq,d																												
Remaining contrib. of src "Vac 13"	Leq,d																												
Remaining contrib. of src "Vac 14"	Leq,d																												
Remaining contrib. of src "Vac 15"	Leq,d																												
Remaining contrib. of src "Vac 16"	Leq,d																												
Remaining contrib. of src "Vac 17"	Leq,d																												
Remaining contrib. of src "Vac 18"	Leq,d																												
Remaining contrib. of src "Vac 19"	Leq,d																												
Remaining contrib. of src "Vac 20"	Leq,d																												
Remaining contrib. of src "Vac 21"	Leq,d																												
Remaining contrib. of src "Vac 22"	Leq,d																												
Remaining contrib. of src "Vac 23"	Leq,d																												
Remaining contrib. of src "Vac 24"	Leq,d																												

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Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz		
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)		
Remaining contrib. of src "Vac 25"	Leq,d																														
Remaining contrib. of src "Vac 26"	Leq,d																														
Remaining contrib. of src "Vac 27"	Leq,d																														
Remaining contrib. of src "Vac 28"	Leq,d																														
Receiver Receiver 4 FI G Lr,lim dB(A) Leq,d 46.4 dB(A) Sigma(Leq,d) 0.0 dB(A)																															
Facade 01	Leq,d	-11.2								-14.3			-15.4			-20.5			-28.6			-43.3			-62.9						
Facade 02	Leq,d	-9.1								-11.6			-14.5			-18.1			-25.0			-38.3			-56.1						
Facade 03	Leq,d	-4.0								-8.5			-9.4			-9.6			-15.6			-28.4			-45.7						
Facade 04	Leq,d	-12.3								-14.5			-17.0			-25.6			-36.5			-50.8			-69.3						
Roof 01	Leq,d	-3.9								-7.9			-7.1			-13.8			-25.4			-41.0			-60.2						
Transmissive area 01	Leq,d	33.8								27.8			26.5			27.0			28.9			18.4			1.3						
Transmissive area 01	Leq,d	45.9								34.1			33.7			38.4			43.7			35.3			21.0						
Transmissive area 07	Leq,d	-3.3								-6.8			-8.8			-10.2			-15.3			-27.9			-45.0						
Transmissive area 07	Leq,d	-12.6								-15.5			-16.7			-23.8			-33.5			-48.0			-66.8						
Transmissive area 09	Leq,d	-4.3								-11.5			-7.1			-10.5			-18.7			-31.6			-48.7						
Vac 1	Leq,d	17.3	-11.9	-4.7	-1.2	1.9	3.2	-1.0	-5.4	-5.8	-7.9	-16.2	-13.9	-13.6	-8.0	-4.4	-3.2	2.3	0.8	6.0	8.4	8.8	9.8	9.7	5.8	2.2	-5.0	-17.9	-26.8		
Vac 2	Leq,d	19.6	-11.9	-4.7	-1.2	4.3	5.6	1.5	-3.0	-3.4	-5.4	-13.8	-11.5	-11.2	-5.5	-2.0	-0.8	4.7	3.2	8.5	10.8	11.2	12.2	12.1	8.2	4.5	-2.8	-15.7	-24.8		
Vac 3	Leq,d	19.6	-11.9	-4.7	-1.2	4.3	5.6	1.5	-3.0	-3.4	-5.5	-13.8	-11.5	-11.2	-5.5	-2.0	-0.8	4.7	3.2	8.5	10.8	11.2	12.2	12.1	8.2	4.5	-2.8	-15.7	-24.8		
Vac 4	Leq,d	19.6	-12.0	-4.8	-1.3	4.3	5.6	1.5	-3.0	-3.4	-5.5	-13.8	-11.6	-11.2	-5.6	-2.0	-0.8	4.7	3.2	8.4	10.8	11.1	12.2	12.1	8.1	4.5	-2.8	-15.8	-24.9		
Vac 5	Leq,d	19.6	-12.0	-4.8	-1.3	4.3	5.6	1.5	-3.0	-3.5	-5.5	-13.8	-11.6	-11.2	-5.6	-2.0	-0.8	4.7	3.1	8.4	10.8	11.1	12.2	12.1	8.1	4.4	-2.9	-15.9	-24.9		
Vac 6	Leq,d	19.6	-12.0	-4.8	-1.3	4.3	5.6	1.4	-3.1	-3.5	-5.5	-13.9	-11.6	-11.2	-5.6	-2.1	-0.8	4.7	3.1	8.4	10.7	11.1	12.2	12.0	8.1	4.4	-2.9	-15.9	-25.0		
Vac 7	Leq,d	19.6	-12.0	-4.8	1.1	4.2	5.5	1.4	-3.1	-3.5	-5.5	-13.9	-11.6	-11.3	-5.6	-2.1	-0.9	4.6	3.1	8.4	10.7	11.1	12.1	12.0	8.0	4.3	-3.0	-16.0	-25.2		
Vac 8	Leq,d	19.5	-12.0	-4.8	1.1	4.2	5.5	1.4	-3.1	-3.5	-5.6	-13.9	-11.7	-11.3	-5.7	-2.1	-0.9	4.6	3.1	8.3	10.7	11.0	12.1	12.0	8.0	4.3	-3.0	-16.1	-25.3		
Vac 9	Leq,d	19.5	-12.1	-4.9	1.1	4.2	5.5	1.3	-3.2	-3.6	-5.6	-14.0	-11.7	-11.4	-5.7	-2.2	-0.9	4.6	3.0	8.3	10.6	11.0	12.0	11.9	7.9	4.2	-3.2	-16.3	-25.5		
Vac 10	Leq,d	19.4	-12.1	-4.9	1.0	4.1	5.4	1.3	-3.2	-3.6	-5.7	-14.0	-11.8	-11.4	-5.7	-2.2	-1.0	4.5	3.0	8.3	10.6	11.0	12.0	11.8	7.8	4.1	-3.3	-16.4	-25.7		
Vac 11	Leq,d	17.0	-12.2	-5.0	-1.5	1.6	2.9	-1.2	-5.7	-6.2	-8.2	-16.5	-14.3	-13.9	-8.2	-4.7	-3.5	2.0	0.5	5.8	8.1	8.5	9.5	9.3	5.4	1.6	-5.7	-18.8	-28.1		
Vac 12	Leq,d	16.9	-12.2	-5.0	-1.5	1.6	2.9	-1.2	-5.8	-6.2	-8.2	-16.6	-14.3	-14.0	-8.3	-4.8	-3.5	2.0	0.4	5.7	8.0	8.4	9.4	9.3	5.3	1.6	-5.8	-19.0	-28.3		
Vac 13	Leq,d	16.8	-12.3	-5.1	-1.6	1.5	2.8	-1.3	-5.8	-6.3	-8.3	-16.6	-14.4	-14.0	-8.3	-4.8	-3.6	1.9	0.4	5.7	8.0	8.3	9.4	9.2	5.2	1.4	-6.0	-19.2	-28.6		
Vac 14	Leq,d	16.8	-12.3	-5.1	-1.6	1.5	2.8	-1.3	-5.9	-6.3	-8.3	-16.7	-14.4	-14.1	-8.4	-4.8	-3.6	1.9	0.3	5.6	7.9	8.3	9.3	9.2	5.1	1.4	-6.1	-19.3	-28.8		
Vac 15	Leq,d	16.7	-12.3	-5.2	-1.7	1.4	2.7	-1.4	-6.0	-6.4	-8.4	-16.7	-14.5	-14.1	-8.4	-4.9	-3.7	1.8	0.3	5.6	7.9	8.2	9.2	9.1	5.0	1.2	-6.2	-19.5	-29.1		
Vac 16	Leq,d	16.6	-12.4	-5.2	-1.7	1.4	2.7	-1.5	-6.1	-6.5	-8.5	-16.9	-14.6	-14.2	-8.5	-5.0	-3.8	1.7	0.2	5.5	7.8	8.1	9.1	8.9	4.9	1.1	-6.5	-19.9	-29.5		
Vac 17	Leq,d	19.7	-11.1	-3.9	-0.4	2.7	4.0	-0.1	-4.4	-4.8	-6.8	-15.1	-12.8	-12.5	-7.0	-3.4	-2.2	4.9	3.4	8.6	11.0	11.4	12.5	12.4	8.5	5.1	-1.9	-14.3	-22.3		

Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 18	Leq,d	19.9	-11.1	-3.9	-0.4	2.7	4.0	-0.1	-4.4	-4.8	-6.8	-15.1	-12.9	-12.5	-5.3	-1.7	-0.5	5.0	3.5	8.7	11.1	11.5	12.6	12.5	8.7	5.2	-1.8	-14.2	-22.3
Vac 19	Leq,d	19.8	-11.1	-3.9	-0.4	2.7	3.9	-0.2	-4.4	-4.8	-6.9	-15.2	-12.9	-12.5	-5.3	-1.7	-0.5	5.0	3.4	8.7	11.1	11.5	12.5	12.5	8.6	5.2	-1.8	-14.3	-22.4
Vac 20	Leq,d	19.8	-11.2	-4.0	-0.5	2.6	3.9	-0.2	-4.4	-4.9	-6.9	-15.2	-12.9	-12.6	-5.3	-1.7	-0.5	5.0	3.4	8.7	11.1	11.4	12.5	12.5	8.6	5.1	-1.9	-14.3	-22.5
Vac 21	Leq,d	19.8	-11.2	-4.0	-0.5	2.6	3.9	-0.2	-4.5	-4.9	-6.9	-15.2	-12.9	-12.6	-5.3	-1.8	-0.5	4.9	3.4	8.7	11.0	11.4	12.5	12.4	8.6	5.1	-1.9	-14.4	-22.6
Vac 22	Leq,d	19.8	-11.2	-4.0	-0.5	2.6	3.9	-0.2	-4.5	-4.9	-6.9	-15.2	-13.0	-12.6	-5.3	-1.8	-0.6	4.9	3.4	8.7	11.0	11.4	12.5	12.4	8.5	5.0	-2.0	-14.5	-22.7
Vac 23	Leq,d	19.7	-11.2	-4.0	-0.5	2.6	3.9	-0.3	-4.5	-4.9	-7.0	-15.3	-13.0	-12.7	-5.4	-1.8	-0.6	4.9	3.3	8.6	11.0	11.4	12.4	12.4	8.5	5.0	-2.0	-14.6	-22.8
Vac 24	Leq,d	19.7	-11.3	-4.1	-0.6	2.5	3.8	-0.3	-4.6	-5.0	-7.0	-15.3	-13.1	-12.7	-5.4	-1.9	-0.6	4.8	3.3	8.6	10.9	11.3	12.4	12.3	8.4	4.9	-2.2	-14.7	-23.0
Vac 25	Leq,d	18.8	-11.5	-4.3	-0.8	2.3	3.6	-0.5	-4.9	-5.3	-7.3	-15.7	-13.4	-13.0	-7.4	-3.9	-2.7	4.0	2.4	7.7	10.1	10.5	11.5	11.5	7.6	4.0	-3.1	-15.8	-24.4
Vac 26	Leq,d	17.8	-11.6	-4.4	-0.9	2.2	3.5	-0.6	-5.0	-5.4	-7.4	-15.8	-13.5	-13.1	-7.5	-4.0	-2.8	2.7	1.2	6.5	8.8	9.2	10.3	10.3	6.5	3.0	-4.0	-16.5	-25.0
Vac 27	Leq,d	17.7	-11.6	-4.4	-0.9	2.1	3.4	-0.7	-5.1	-5.5	-7.5	-15.8	-13.6	-13.2	-7.6	-4.1	-2.8	2.7	1.1	6.4	8.8	9.2	10.3	10.2	6.4	2.9	-4.1	-16.8	-25.3
Vac 28	Leq,d	17.6	-11.7	-4.5	-1.0	2.1	3.4	-0.7	-5.1	-5.6	-7.6	-15.9	-13.7	-13.3	-7.7	-4.1	-2.9	2.6	1.0	6.3	8.7	9.1	10.2	10.1	6.3	2.7	-4.3	-17.0	-25.6
Remaining contrib. of src "Facade 01"	Leq,d																												
Remaining contrib. of src "Facade 02"	Leq,d																												
Remaining contrib. of src "Facade 03"	Leq,d																												
Remaining contrib. of src "Facade 04"	Leq,d																												
Remaining contrib. of src "Roof 01"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Transmissive"	Leq,d																												
Remaining contrib. of src "Vac 1"	Leq,d																												
Remaining contrib. of src "Vac 2"	Leq,d																												
Remaining contrib. of src "Vac 3"	Leq,d																												

Bullard & McDowell
Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 4"	Leq,d																												
Remaining contrib. of src "Vac 5"	Leq,d																												
Remaining contrib. of src "Vac 6"	Leq,d																												
Remaining contrib. of src "Vac 7"	Leq,d																												
Remaining contrib. of src "Vac 8"	Leq,d																												
Remaining contrib. of src "Vac 9"	Leq,d																												
Remaining contrib. of src "Vac 10"	Leq,d																												
Remaining contrib. of src "Vac 11"	Leq,d																												
Remaining contrib. of src "Vac 12"	Leq,d																												
Remaining contrib. of src "Vac 13"	Leq,d																												
Remaining contrib. of src "Vac 14"	Leq,d																												
Remaining contrib. of src "Vac 15"	Leq,d																												
Remaining contrib. of src "Vac 16"	Leq,d																												
Remaining contrib. of src "Vac 17"	Leq,d																												
Remaining contrib. of src "Vac 18"	Leq,d																												
Remaining contrib. of src "Vac 19"	Leq,d																												
Remaining contrib. of src "Vac 20"	Leq,d																												
Remaining contrib. of src "Vac 21"	Leq,d																												
Remaining contrib. of src "Vac 22"	Leq,d																												

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Contribution spectra - Situation 3: Outdoor SP

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Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Remaining contrib. of src "Vac 23"	Leq,d																												
Remaining contrib. of src "Vac 24"	Leq,d																												
Remaining contrib. of src "Vac 25"	Leq,d																												
Remaining contrib. of src "Vac 26"	Leq,d																												
Remaining contrib. of src "Vac 27"	Leq,d																												
Remaining contrib. of src "Vac 28"	Leq,d																												
Receiver Receiver 5 FI G Lr,lim		dB(A)	Leq,d 53.1 dB(A)		Sigma(Leq,d) 0.0 dB(A)																								
Facade 01	Leq,d	-13.2									-16.0			-17.0			-24.9			-35.1			-49.9			-67.7			
Facade 02	Leq,d	1.9									-0.6			-3.0			-8.1			-15.0			-28.0			-42.2			
Facade 03	Leq,d	4.2									0.0			0.1			-3.0			-9.3			-21.2			-35.7			
Facade 04	Leq,d	1.5									-0.9			-3.5			-9.0			-16.4			-30.0			-47.1			
Roof 01	Leq,d	5.3									0.4			2.6			-3.7			-12.4			-25.6			-41.5			
Transmissive area 01	Leq,d	28.4									23.8			22.9			20.8			20.8			11.5			-2.3			
Transmissive area 01	Leq,d	53.0									42.3			43.3			45.9			50.2			42.3			30.8			
Transmissive area 07	Leq,d	2.2									-1.6			-1.8			-6.0			-12.5			-24.6			-39.3			
Transmissive area 07	Leq,d	1.8									-1.9			-2.3			-6.5			-13.1			-25.4			-40.5			
Transmissive area 09	Leq,d	3.7									-3.3			1.4			-3.6			-11.4			-23.7			-38.1			
Vac 1	Leq,d	24.5	-5.6	1.6	5.1	8.2	9.5	5.4	2.3	1.9	-0.2	-7.2	-4.9	-4.5	-1.2	2.3	3.6	8.1	6.6	12.0	14.4	15.1	16.7	17.4	14.7	13.0	8.7	0.0	-2.9
Vac 2	Leq,d	23.9	-6.1	1.1	4.6	7.7	9.0	4.9	1.8	1.4	-0.7	-7.8	-5.6	-5.2	-1.8	1.7	3.0	7.6	6.1	11.5	13.9	14.6	16.2	16.9	14.1	12.4	7.9	-0.9	-4.1
Vac 3	Leq,d	23.4	-6.5	0.7	4.2	7.3	8.6	4.5	1.3	0.9	-1.1	-8.4	-6.2	-5.8	-2.4	1.2	2.5	7.1	5.6	11.0	13.4	14.1	15.7	16.3	13.5	11.7	7.1	-1.8	-5.2
Vac 4	Leq,d	22.9	-7.0	0.2	3.7	6.8	8.1	4.0	0.8	0.4	-1.6	-9.0	-6.7	-6.3	-2.9	0.7	1.9	6.6	5.2	10.6	13.0	13.7	15.2	15.8	13.0	11.1	6.4	-2.7	-6.3
Vac 5	Leq,d	22.4	-7.4	-0.2	3.3	6.4	7.7	3.6	0.4	0.0	-2.0	-9.5	-7.3	-6.9	-3.4	0.2	1.4	6.2	4.7	10.1	12.6	13.2	14.7	15.3	12.4	10.5	5.7	-3.6	-7.4
Vac 6	Leq,d	22.0	-7.8	-0.6	2.9	6.0	7.3	3.2	0.0	-0.4	-2.5	-10.1	-7.8	-7.4	-3.9	-0.3	0.9	5.8	4.3	9.7	12.1	12.8	14.3	14.8	11.9	9.9	5.0	-4.5	-8.5
Vac 7	Leq,d	21.5	-8.1	-0.9	2.6	5.7	7.0	2.9	-0.4	-0.8	-2.8	-10.5	-8.3	-7.9	-4.3	-0.8	0.5	5.4	3.9	9.3	11.7	12.4	13.8	14.4	11.4	9.3	4.3	-5.3	-9.6
Vac 8	Leq,d	16.9	-8.3	-1.1	2.3	3.0	4.2	-0.1	-3.6	-4.2	-6.4	-12.0	-10.0	-10.1	-7.8	-4.5	-3.4	0.8	-0.8	4.5	6.8	7.4	8.8	9.3	6.3	4.0	-1.0	-10.8	-15.3
Vac 9	Leq,d	15.6	-8.7	-1.5	2.0	5.1	3.8	-0.5	-4.1	-4.8	-7.1	-13.0	-11.2	-11.4	-9.0	-5.8	-4.8	-0.3	-2.0	3.2	5.5	5.8	7.0	7.2	3.8	1.2	-4.5	-15.0	-20.3
Vac 10	Leq,d	14.9	-8.9	-1.7	1.8	4.9	3.7	-0.6	-4.4	-5.1	-7.4	-13.4	-11.7	-12.0	-9.5	-6.3	-5.3	-0.8	-2.5	2.6	4.7	5.0	6.1	6.2	2.6	-0.2	-6.1	-16.8	-22.5
Vac 11	Leq,d	14.0	-9.1	-1.9	1.6	4.7	3.6	-0.8	-4.7	-5.4	-7.8	-14.1	-12.4	-12.6	-10.1	-6.9	-6.0	-1.5	-3.3	1.7	3.7	3.9	4.8	4.7	0.9	-2.1	-8.2	-19.2	-25.2
Vac 12	Leq,d	13.4	-9.3	-2.1	1.4	4.5	3.6	-0.8	-4.8	-5.6	-8.0	-14.5	-12.8	-13.0	-10.5	-7.3	-6.5	-2.1	-3.9	1.0	3.0	3.0	3.9	3.6	-0.3	-3.4	-9.7	-20.9	-27.2
Vac 13	Leq,d	12.8	-9.6	-2.4	1.1	4.2	3.6	-0.8	-5.0	-5.8	-8.2	-14.9	-13.2	-13.4	-10.9	-7.8	-7.0	-2.6	-4.6	0.3	2.1	2.1	2.9	2.5	-1.5	-4.7	-11.1	-22.6	-29.1
Vac 14	Leq,d	12.6	-9.8	-2.6	0.9	4.0	3.6	-0.8	-5.0	-5.8	-8.3	-15.0	-13.3	-13.5	-11.0	-7.9	-7.1	-2.8	-4.8	0.1	1.9	1.8	2.5	2.1	-1.9	-5.3	-11.8	-23.4	-30.1

MD Acoustics 1197 E Los Angeles Ave,Unit C 256 Simi Valley, CA 93065 USA

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Contribution spectra - Situation 3: Outdoor SP

23

Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
Vac 15	Leq,d	12.3	-10.0	-2.8	0.7	3.8	3.6	-0.9	-5.1	-5.9	-8.4	-15.1	-13.5	-13.7	-11.2	-8.2	-7.4	-3.1	-5.1	-0.3	1.5	1.4	2.0	1.6	-2.5	-6.0	-12.7	-24.4	-31.4
Vac 16	Leq,d	11.5	-10.2	-3.0	0.5	3.6	3.3	-1.1	-5.5	-6.3	-8.7	-15.9	-14.2	-14.5	-11.9	-8.9	-8.3	-4.0	-6.1	-1.5	0.1	-0.1	0.4	-0.1	-4.4	-8.0	-14.7	-26.7	-33.9
Vac 17	Leq,d	23.7	-6.3	0.9	4.4	7.5	8.8	4.7	1.5	1.1	-0.9	-8.2	-5.9	-5.5	-2.1	1.4	2.7	7.3	5.9	11.3	13.7	14.4	15.9	16.6	13.8	12.0	7.5	-1.4	-4.7
Vac 18	Leq,d	23.2	-6.7	0.5	4.0	7.1	8.4	4.3	1.1	0.7	-1.3	-8.7	-6.4	-6.0	-2.6	1.0	2.3	6.9	5.5	10.9	13.3	13.9	15.5	16.1	13.3	11.5	6.9	-2.2	-5.6
Vac 19	Leq,d	22.8	-7.1	0.1	3.6	6.7	8.0	3.9	0.7	0.3	-1.7	-9.2	-6.9	-6.5	-3.1	0.5	1.8	6.5	5.0	10.4	12.9	13.5	15.0	15.6	12.8	10.9	6.2	-3.0	-6.7
Vac 20	Leq,d	22.3	-7.5	-0.3	3.2	6.3	7.6	3.5	0.2	-0.2	-2.2	-9.7	-7.5	-7.1	-3.6	0.0	1.2	6.0	4.6	10.0	12.4	13.0	14.5	15.1	12.2	10.2	5.4	-3.9	-7.8
Vac 21	Leq,d	21.9	-7.9	-0.7	2.8	5.9	7.2	3.1	-0.1	-0.5	-2.5	-10.2	-7.9	-7.5	-4.0	-0.4	0.8	5.7	4.2	9.6	12.0	12.7	14.2	14.7	11.8	9.7	4.8	-4.6	-8.8
Vac 22	Leq,d	21.5	-8.2	-1.0	2.5	5.6	6.9	2.8	-0.5	-0.9	-2.9	-10.6	-8.3	-8.0	-4.4	-0.9	0.4	5.3	3.9	9.2	11.7	12.3	13.8	14.3	11.3	9.2	4.2	-5.4	-9.8
Vac 23	Leq,d	21.1	-8.4	-1.2	2.3	5.4	6.7	2.6	-0.8	-1.2	-3.2	-11.0	-8.8	-8.4	-4.8	-1.2	0.0	5.0	3.5	8.9	11.3	11.9	13.4	13.9	10.9	8.7	3.6	-6.2	-10.8
Vac 24	Leq,d	20.7	-8.6	-1.4	2.1	5.2	6.4	2.3	-1.1	-1.5	-3.6	-11.4	-9.1	-8.8	-5.2	-1.6	-0.3	4.7	3.2	8.6	11.0	11.6	13.1	13.5	10.5	8.2	3.0	-6.9	-11.7
Vac 25	Leq,d	19.1	-9.7	-2.5	1.0	4.1	5.4	1.3	-2.5	-3.0	-5.0	-13.1	-10.8	-10.5	-6.7	-3.2	-1.9	3.3	1.8	7.2	9.6	10.1	11.5	11.8	8.5	5.9	0.2	-10.5	-16.4
Vac 26	Leq,d	18.8	-9.9	-2.7	0.8	3.9	5.2	1.1	-2.8	-3.2	-5.3	-13.4	-11.1	-10.8	-7.0	-3.5	-2.2	3.0	1.5	6.9	9.3	9.8	11.2	11.5	8.2	5.5	-0.3	-11.2	-17.3
Vac 27	Leq,d	18.5	-10.1	-2.9	0.6	3.7	5.0	0.9	-3.1	-3.5	-5.5	-13.7	-11.4	-11.1	-7.3	-3.8	-2.5	2.8	1.3	6.6	9.0	9.6	10.9	11.1	7.8	5.1	-0.8	-11.9	-18.2
Vac 28	Leq,d	18.2	-10.3	-3.1	0.4	3.5	4.8	0.7	-3.3	-3.7	-5.8	-14.0	-11.7	-11.3	-7.6	-4.0	-2.8	2.5	1.0	6.4	8.8	9.3	10.6	10.8	7.4	4.6	-1.4	-12.5	-19.1
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Remaining contrib. of src "Vac 2"	Leq,d																												

Bullard & McDowell

Contribution spectra - Situation 3: Outdoor SP

23

Source	Time slice	Sum	25Hz	31.5Hz	40Hz	50Hz	63Hz	80Hz	100Hz	125Hz	160Hz	200Hz	250Hz	315Hz	400Hz	500Hz	630Hz	800Hz	1kHz	1.25kHz	1.6kHz	2kHz	2.5kHz	3.15kHz	4kHz	5kHz	6.3kHz	8kHz	10kHz
		dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)	dB(A)
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Remaining contrib. of src "Vac 21"	Leq,d																												

MD Acoustics 1197 E Los Angeles Ave,Unit C 256 Simi Valley, CA 93065 USA

18

Bullard & McDowell Contribution spectra - Situation 3: Outdoor SP	23
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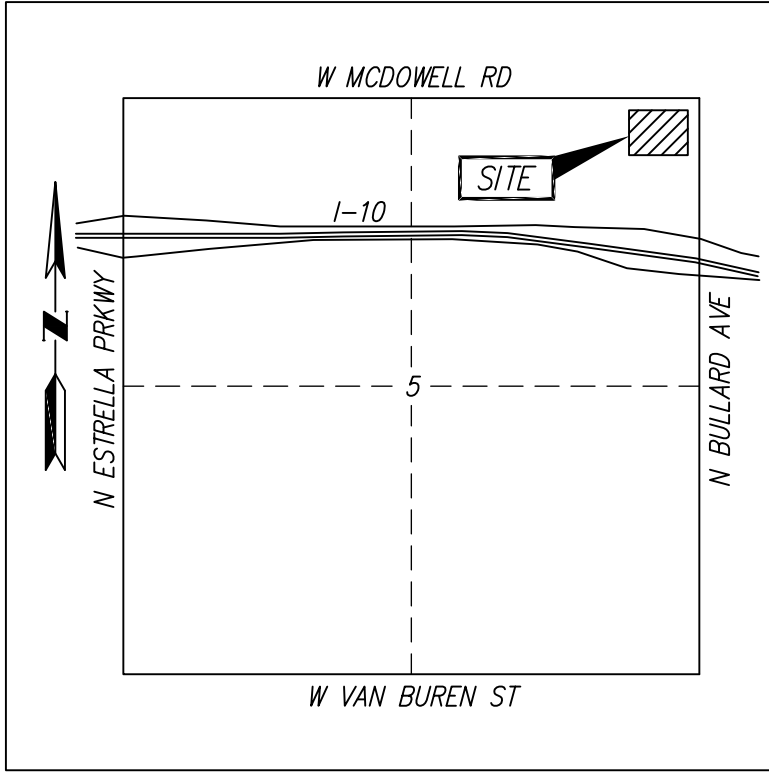
Bullard & McDowell Contribution spectra - Situation 3: Outdoor SP	23
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	MD Acoustics 1197 E Los Angeles Ave,Unit C 256 Simi Valley, CA 93065 USA	19
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	MD Acoustics 1197 E Los Angeles Ave,Unit C 256 Simi Valley, CA 93065 USA	19
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PRELIMINARY P L A T
FOR
"QUIKTRIP STORE #1417"
BEING A REPLAT OF LOT 1 OF "MINOR LAND DIVISION FOR TRADECOR PARTNERS
GOODYEAR, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR
LODGING INVESTORS 1, LLC, A WISCONSIN LIMITED LIABILITY COMPANY"
RECORDED IN BOOK 990, PAGE 5, RECORDS OF MARICOPA COUNTY, ARIZONA.
BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 1
NORTH, RANGE 1 WEST, OF THE GILA & SALT RIVER BASE & MERIDIAN MARICOPA
COUNTY, ARIZONA.



VICINITY MAP

SECTION 5

T.1N., R.1W., G.&S.R.B.&M.

MARICOPA COUNTY, ARIZONA

PARENT LEGAL DESCRIPTION

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

PARCEL NO. 1:

LOT1, MINOR LAND DIVISION MAP FOR SOUTHWEST CORNER OF MCDOWELL ROAD AND
BULLARD AVENUE,
ACCORDING TO BOOK 990 OF MAPS, PAGE 5, RECORDS OF MARICOPA COUNTY,
ARIZONA.

PARCEL NO. 2:

A NON-EXCLUSIVE AND PERPETUAL EASEMENT FOR REASONABLE ACCESS, INGRESS AND
EGRESS AND ACROSS THE COMMON AREA FOR THE PARKING OF PASSENGER MOTOR
VEHICLES AS SET FORTH IN DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS AND
RESTRICTIONS RECORDED APRIL 29, 2008 IN RECORDING NO. 2008-0378355

APN: 500-10-709

OWNERS

QUIKTRIP CORPORATION, AN OKLAHOMA CORPORATION
P.O. BOX 3475
TULSA, OK 74101
PHONE: 480-446-6300
EMAIL: JNAUT@QUIKTRIP.COM

LAND SURVEYOR

THE WLB GROUP
1600 W. BROADWAY ROAD, STE. 150
TEMPE, ARIZONA 85282
ATTN: DON WALDING, R.L.S.
PHONE: 480-736-1600
EMAIL: DWALDING@WLBGROUP.COM

BASIS OF BEARING

THE NORTH LINE OF SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA
AND SALT RIVER BASE AND MERIDIAN SHOWN HEREON AS BEARING N89°27'46"W
AND DISTANCE 2619.45.

BENCHMARK

CITY OF GOODYEAR SURVEY BENCHMARK (G357)
NORTHING= 902,154 , ADJUSTED TO 902,156
EASTING= 554,933
ELEVATION = 1016.38 (NAVD 88)
INVENTORY DESCRIPTION= 3" MCHD BCHH
ESTRELLA PARKWAY AND THOMAS ROAD

LOT AREAS

LOT 1: 109,679 SQ. FT., OR 2.5179 ACRES, MORE OR LESS.
LOT 2: 56,035 SQ. FT., OR 1.2894 ACRES, MORE OR LESS.
LOT 3: 88,255 SQ. FT., OR 2.0261 ACRES, MORE OR LESS.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE
PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY
DIRECTION DURING THE MONTH OF SEPTEMBER 2020; THAT THE
SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS
SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR
POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS
ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

C. DON WALDING, R.L.S. #33880
1600 W. BROADWAY RD., SUITE 150
TEMPE, AZ 85282
PHONE (480) 736-1600



UTILITY PROVIDERS	
UTILITY	PROVIDER
ELECTRIC	SALT RIVER PROJECT
GAS	SOUTHWEST GAS
IRRIGATION	SALT RIVER PROJECT
WATER	LIBERTY UTILITIES
WATER	CITY OF GOODYEAR
SEWER	LIBERTY UTILITIES
SEWER	CITY OF GOODYEAR
STORM DRAIN	CITY OF GOODYEAR
CATV	CENTURYLINK



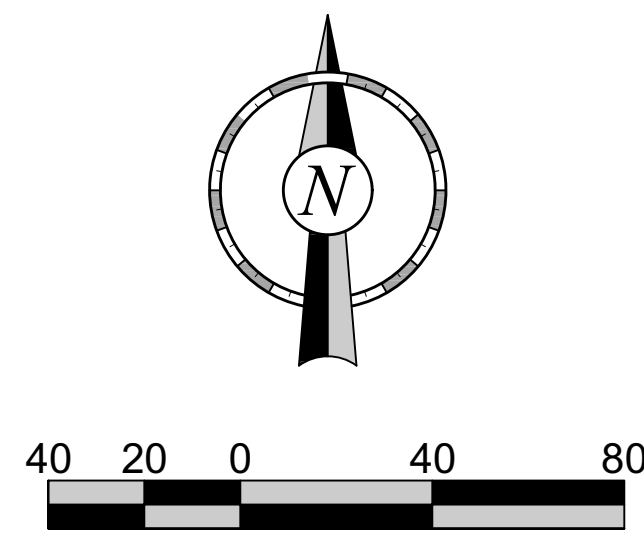
Engineering • Planning • Surveying
Landscape Architecture • Urban Design
Offices located in: Tucson , Phoenix,
Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

QUIKTRIP #1417 @ W MCDOWELL RD & N BULLARD AVE

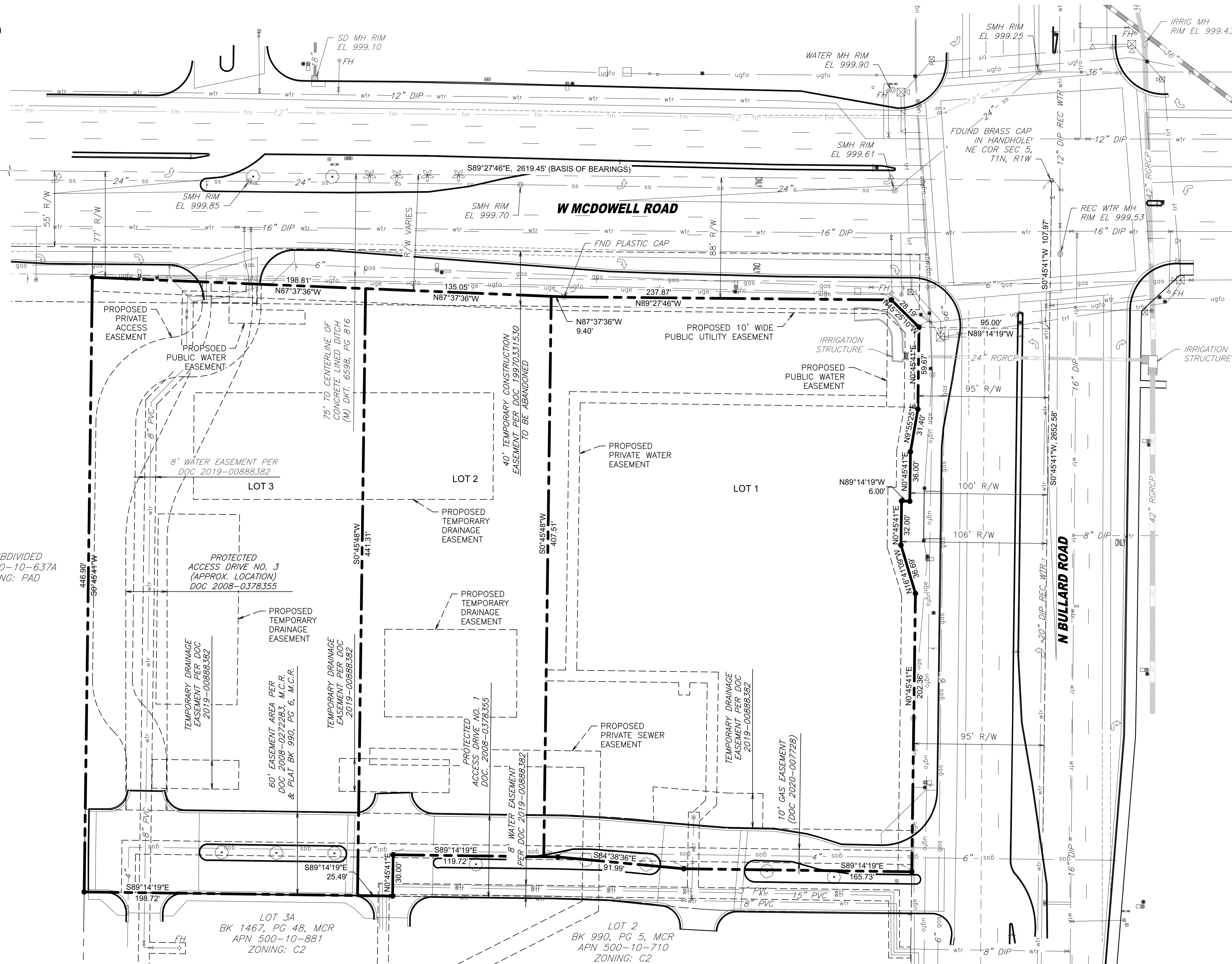
A PORTION OF THE NORTHEAST QUARTER OF
SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA

No.	Date	Item	Scale	NONE
			Job #	220012-A-001
			Date	3/30/21
			Drawn By	JAW/CLL
Revisions			Checked By	CDW

Sheet
1
Of
2



FOUND BRASS CAP FLUSH
CITY OF GOODYEAR RLS #27239
NORTH 1/4 COR OF
SEC 5, T1N, R1W



- LEGEND**
- BRASS CAP IN HANDHOLE
 - FOUND MONUMENT AS NOTED
 - MONUMENT TO BE SET
 - VALVE
 - FIRE HYDRANT
 - WATER METER
 - BACKFLOW PREVENTER
 - MANHOLE
 - CLEAN OUT
 - TRAFFIC SIGNAL
 - TRAFFIC SIGNAL W/ MAST ARM
 - POWER POLE
 - GUY WIRE
 - STREET LIGHT
 - SIGN
 - LIGHT POLE
 - JUNCTION BOX
 - PALM TREE
 - IRRIGATION CONTROL VALVE
 - STORM DRAIN LINE
 - IRRIGATION LINE
 - WALL
 - BARRICADE
 - RIGHT OF WAY LINE
 - SECTION LINE
 - CENTERLINE
 - EASEMENT LINE
 - BOUNDARY
 - R/W RIGHT OF WAY
 - M.C.R. MARICOPA COUNTY RECORDER
 - APN ASSESSOR'S PARCEL NUMBER
 - BO BLOW OFF VALVE
 - ARV AIR RELEASE VALVE
 - DOC. DOCUMENT
 - REC WTR RECLAIMED WATER

UNSUBDIVIDED
APN 500-10-637A
ZONING: PAD

LOT 3A
BK 1467, PG 48, MCR
APN 500-10-881
ZONING: C2

LOT 2
BK 990, PG 5, MCR
APN 500-10-710
ZONING: C2

FOUND BRASS CAP IN HANDHOLE
FOUND BRASS CAP IN HANDHOLE
EAST 1/4 COR SEC 5, T1N, R1W



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Flagstaff, and Las Vegas, NV.
1600 W Broadway Rd, Ste. 150
Tempe Az. 85282 PH.(480) 736-1600

QUIKTRIP #1417 @ W MCDOWELL RD & N BULLARD AVE

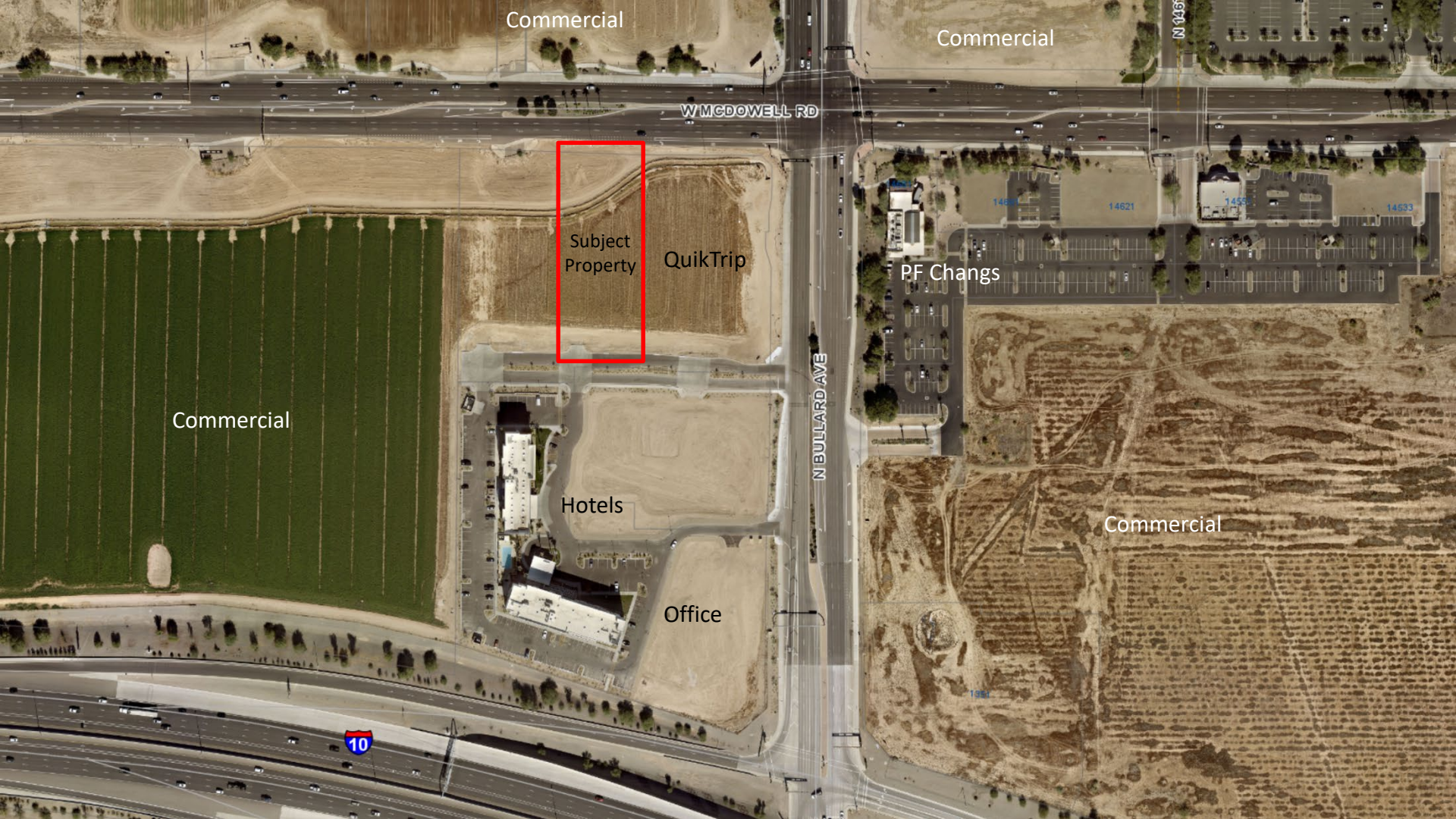
A PORTION OF THE NORTHEAST QUARTER OF
SECTION 5, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA
COUNTY, ARIZONA

No.	Date	Item	Scale	1" = 40'	Sheet	2
			Job #	220012-A-002		
			Date	3/30/21		
			Drawn By	JAW/CLL	Of	2
Revisions			Checked By	CDW		



Use Permit Superstar Car Wash

**City Council
October 25, 2021**



Commercial

Commercial

W MCDOWELL RD

Subject
Property

QuikTrip

Commercial

Hotels

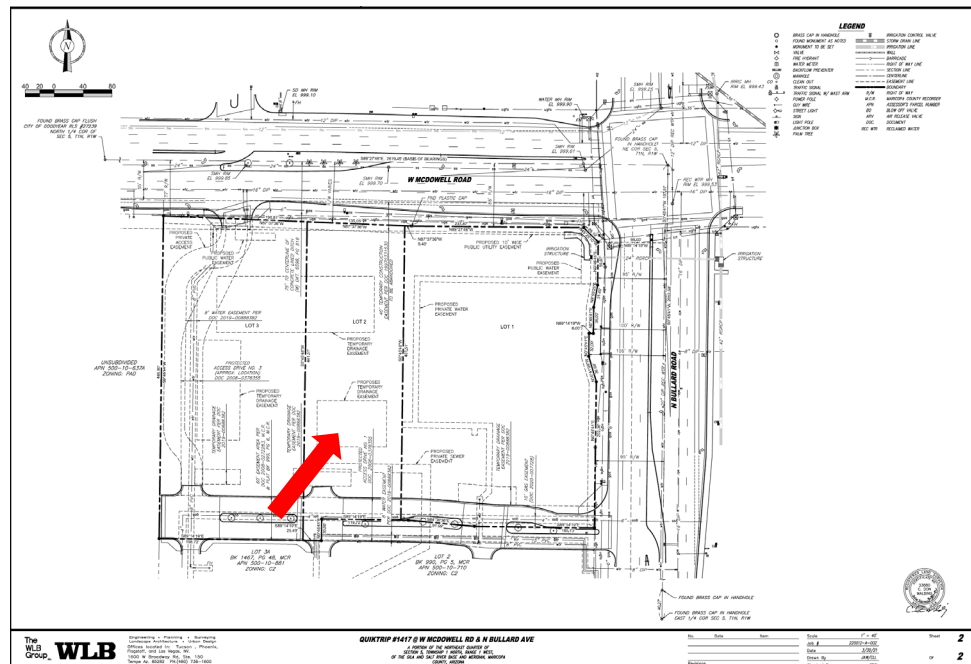
Office

PF Changs

Commercial

10

- Zoned C-2 (General Commercial) - 2007
- Site plan – 2010
- CSP – 2010
- Revised Site Plan – 2018
- Preliminary Plat – 2021
 - Lot 1 – 2.5 acres, QT
 - Lot 2 – 1.27 acres, Super Star car wash
 - Lot 3 – 2 acres, undeveloped



Superstar Car Wash Use Permit



REQUEST

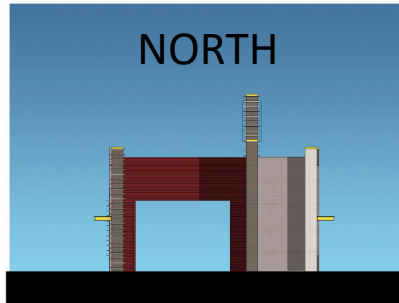
- Use Permit for convenience use (car wash)
- 1.27-acre lot
- 4,487 SF Building
- Car wash, office, equipment
- 3 pay stations
- 28 vacuum spaces



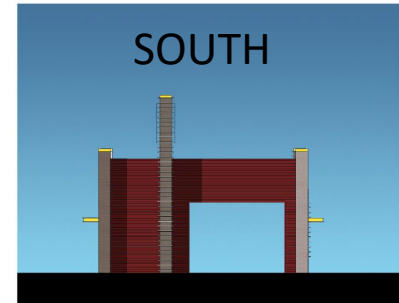
SIDE ELEVATION



VACUUM SIDE ELEVATION



TUNNEL EXIT ELEVATION



TUNNEL ENTRY ELEVATION

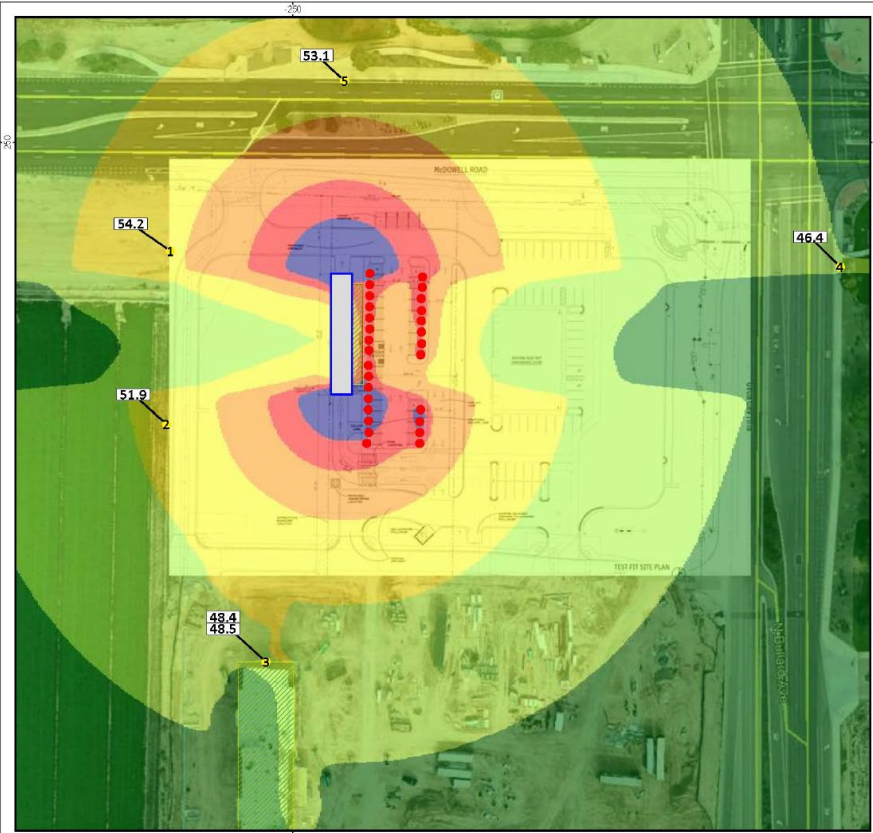
Superstar Car Wash Use Permit



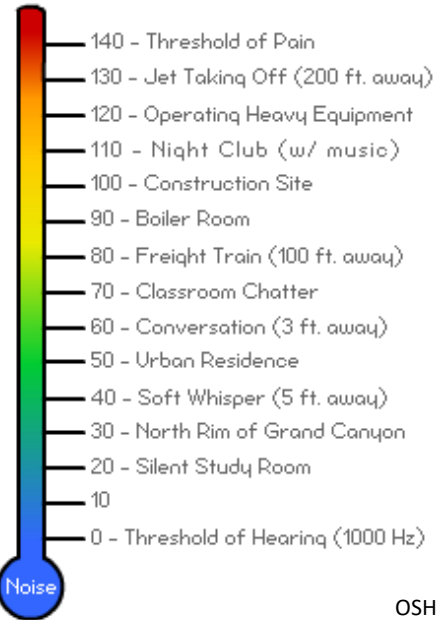
USE PERMIT EVALUATION CRITERIA

1. Use will not be materially detrimental
2. Use is reasonably compatible with uses in surrounding area
 - Potential for noise
 - Equipment housed within enclosures
 - Sound proofing within tunnel
 - Nearest residential – 1,340' to MF, 2,000' to SF
 - Reliance on noise assessment
 - Stipulations addressing actual noise (Stips 3 & 4)

Exhibit C
Operational Noise Levels



Typical Sound Levels (dBA)



OSHA

Table 1: Existing + Project Predicted Operational Noise level

Receptor	Existing Ambient Noise Level (dBA, Leq)	Project Noise Level (dBA, Leq)	Total Combined Noise Level (dBA, Leq)	Change in Noise Level as Result of Project
1	46	45	55	9
2		52	53	7
3		48	50	4
4		49	50	4
5		46	46	0
		53	54	8

Superstar Car Wash Use Permit



CONVENIENCE USE EVALUATION CRITERIA

Adequacy of parcel size

- Sufficient for proposed use
- Queuing to occur onsite (Stip 5)

Hours of operation

- 7 am – 8 pm, seven days a week (Stip 10)

Required traffic mitigation

- Off-site improvements mostly complete, internal improvements required

Other concerns

- Use permit only – no other concerns outside of noise potential

Superstar Car Wash Use Permit



PUBLIC PARTICIPATION

- Citizen review notice sent to surrounding property owners & stakeholders
- Use Permit requires review through public hearing process
- Recommendation from Commission & approval from Council
- Notice provided for public hearings:
 - Property posted
 - Legal advertisement
 - Mailing to surrounding property owners & stakeholders
- Website: Current Development Applications
- PZC October 13
- No opposition to project to date

Superstar Car Wash Use Permit



RECOMMENDATION

- Proposal complies with all evaluation criteria
- Staff & PZC recommend approval
- 12 stipulations in staff report

ITEM #: 10.
DATE: 10/25/2021
AI #:491



CITY COUNCIL ACTION REPORT

**SUBJECT: USE PERMIT FOR A CONVENIENCE USE
(JAMBA/MCALISTER'S DELI RESTAURANT WITH
DRIVE-THROUGH)**

STAFF PRESENTER(S): Steve Careccia, Principal Planner

OTHER PRESENTER(S):

Chuck Wurl, Kimley-Horn

SUMMARY

A request for use permit for a convenience use (Jamba/McAlister's Deli restaurant with drive-through) generally located at the southeast corner of Palm Valley Boulevard and McDowell road within the Palm Valley Phase I Planned Area Development (PAD).

Recommendation

Approve the request for a use permit for a convenience use (restaurant with drive-through) on a 1.88-acre parcel within the Palm Valley Phase I Planned Area Development, subject to stipulations. (Steve Careccia, Principal Planner)

STIPULATIONS

1. All future development on the subject property (Property) will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;
2. The configuration and location of the proposed drive-through lanes and pick-up windows and resultant traffic patterns shall be developed in substantial conformance with the conceptual site plan submitted with the use permit application, a copy of which is attached hereto. An amendment to the Use Permit shall be required if the Zoning Administrator determines that the site plan submitted for approval is not in substantial conformance with the conceptual site plan attached hereto;
3. Masonry screening walls at least three feet high that are consistent with the design of the building, shall be installed along the entirety of the drive-through lanes except for crossings;
4. Masonry screening walls at least three feet high that are consistent with the design of the building and landscaping, shall be installed shall be provided to screen the parking lot along

McDowell Road and Cornerstone Boulevard;

5. No menu boards shall be permitted for the drive-through lane to the McAlister's Deli pick-up window;
6. Trash pickup shall only occur between the hours of 9:00 AM and 9:00 PM;
7. Noise emissions from outdoor speakers shall not be audible at residential property lines;
8. Freestanding light fixtures shall have a maximum height of 15 feet. Shields shall be provided to prevent light trespass onto residential properties to the north of the Property; and,
9. All signage, including all preview and menu boards, proposed on the Property shall require separate review and approval of sign permits. No signage is approved as part of this use permit.

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 located within Phase I of the Palm Valley PAD. The original zoning for Palm Valley Phase I was approved in 1989. The subject property was part of a rezoning from PAD High Density Residential to PAD Mixed Use Commercial on May 29, 2001 with the adoption of Ordinance No. 01-759. Pursuant to the PAD, commercial uses are permitted on the property.

The Property is part of a commercial center known as Palm Valley Cornerstone. A master site plan for the center was approved on August 12, 2004 with Case No. 04-600-00015.

The Planning and Zoning Commission considered this item at a public hearing held on October 13, 2021. The Commission unanimously voted (5-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy

A 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 is requesting a use permit for a convenience use (restaurant with drive-through) on a 1.88-acre parcel within the Palm Valley Phase I PAD. As previously noted, the Property is designated for commercial use and will be developed in accordance with the PAD's design guidelines and city's C-2 (General Commercial) zoning district. As required in the C-2 zoning

district, a restaurant with a drive-through must obtain approval of a use permit prior to development.

The proposed use will consist of a combined Jamba and McAlister's Deli restaurant with two drive-throughs. As shown on the conceptual site plan submitted with the use permit, the restaurant will consist of a single story, 4,598 square-foot building. The site configuration provides drive-through components for each restaurant user. The drive-through for the Jamba is a conventional drive-through with menu boards for onsite ordering. The drive-through for the McAlister's Deli is for remote ordering only. The Jamba drive-through window will be located on the east side of the building while the McAlister's Deli drive-through window will be located on the west side. The entrance to both drive-through lanes occurs on the west side of the property with exiting to the south and north. As a conventional drive-through restaurant, the drive-through lane for the Jamba will provide queuing for up to nine cars from the first stop (menu board). The drive-through for the McAlister's Deli will provide queuing space for six cars. Both drive-through lanes will be in conformance with the city's queueing requirements.

Parking for the proposed convenience use will be provided onsite in conformance with city standards. But if additional overflow parking should be needed, cross access and shared parking agreements exist for the Palm Valley Cornerstone center.

As shown on the conceptual building elevations submitted with the use permit, the building design will utilize the design, materials and colors approved for Palm Valley Cornerstone. Final building design will be approved at time of site plan review and approval.

Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;

The proposed use is in conformance with the intent of the Palm Valley Phase I PAD, which intends commercial uses within the overall area including the Property. Regarding persons residing in the area, a single family neighborhood is located to the north of the Property. Given the proposed use is not directly adjacent to the Property but separated by a major arterial street with 130 feet of width and a 40-foot wide landscape buffer along McDowell Road, it should not result in any materially detrimental effects on the neighborhood.

2. The proposed use is reasonably compatible with uses permitted in the surrounding area;

The proposed use is located within a commercial center intended for similar commercial uses, including those uses with drive-through facilities (as allowed with a use permit). As such, the proposed use will be compatible with the existing and intended uses of the surrounding commercial area in terms of hours of operation, traffic generation, and intensity (noise, light, etc.). As previously noted, the residential neighborhood to the north will be separated from the proposed use by a major arterial street and enhanced landscape buffer. The staff recommendation also includes stipulations addressing trash pickup, lighting and noise, as originally stipulated in Ordinance No. 01-759 that adopted the commercial zoning for Palm Valley Cornerstone.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion,

the neighborhood in general, and their appropriateness for the site:

1. Adequacy of the parcel size and configuration to provide for proper access and internal circulation.

The 1.88-acre parcel is of sufficient size and configuration to accommodate the proposed restaurant with drive-throughs. The proposed access and internal traffic circulation pattern have been designed to be consistent with the overall master site plan.

2. Compatibility of the proposed hours of operation with adjacent residential areas.

Hours of operation are intended to be from 7 AM to 9 PM, Monday through Thursday, 7 AM to 10 PM on Friday and Saturday, and 8 AM to 9 PM on Sunday. Given the proposed use's location within a developed commercial center, and with adequate buffering from residential, staff does not recommend any restrictions on hours of operation.

3. Required traffic mitigation measures, if any.

The traffic study for the site was approved by the Engineering Department. Street and access improvements adjacent to McDowell Road and Cornerstone Boulevard have been completed. A signalized intersection exists at McDowell Road and Cornerstone Boulevard. Other ingress/egress is provided by several driveways onto McDowell Road and Cornerstone Boulevard.

4. Other concerns, which may place the advisability of the proposed convenience use in question.

Staff found no other concerns with the development of a convenience use on the Property.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path		2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
#183	3.81	1.90	3.81	1.90	#181	4.45	2.22	4.45	2.22

Public Participation:

In accordance with the city's Citizen Review Ordinance, an in-person neighborhood meeting was held on Tuesday, August 24 at 6 PM. No one from the public was in attendance at the meeting.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to surrounding property owners, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition, on September 24, 2021. To date, staff has not received any public inquires on this request.

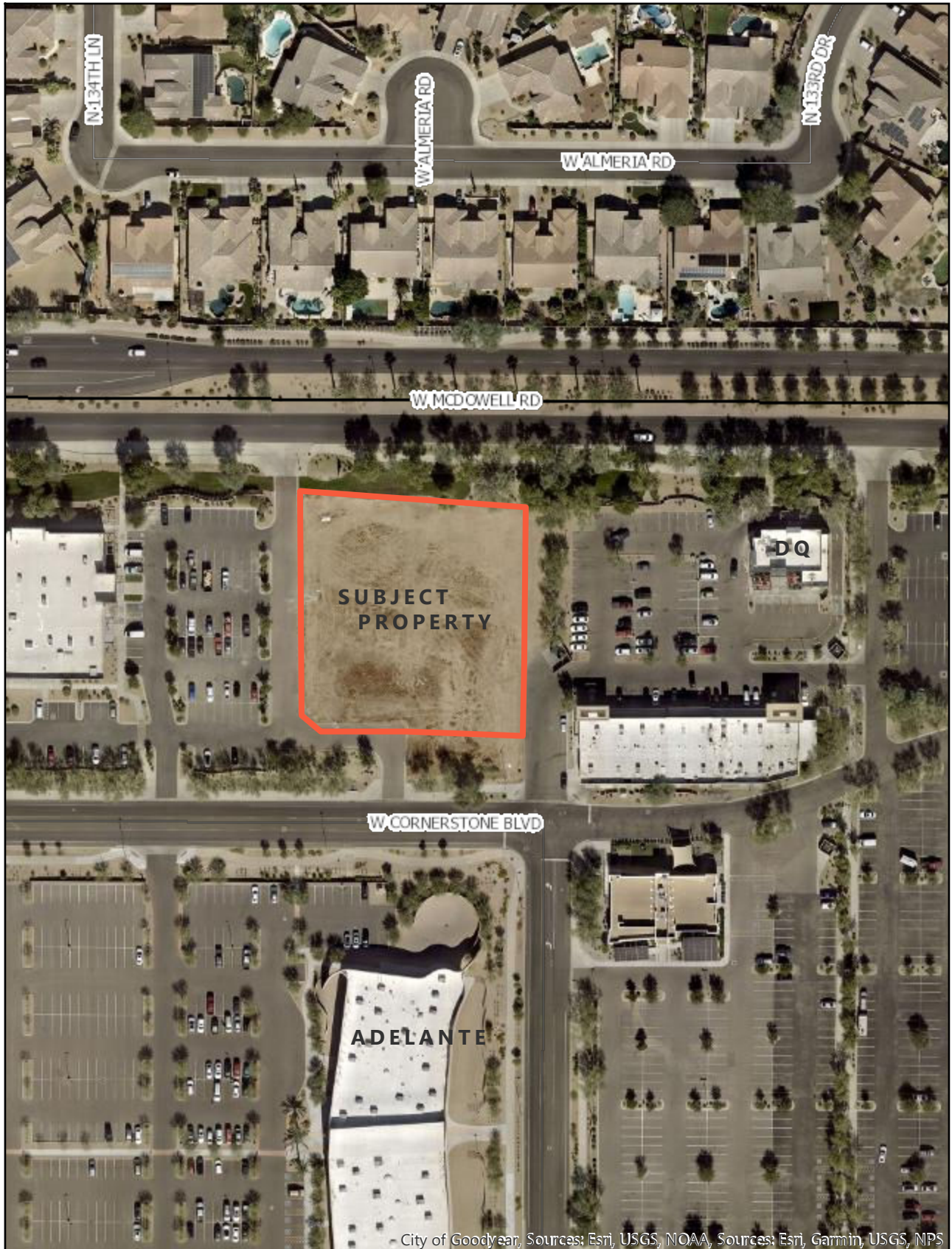
At the October 13, 2021 public hearing before the Planning and Zoning Commission, Commissioners discussed the queueing requirement for drive-through restaurants and how the double drive-through would function. Staff responded that city standards required

queueing space for at least five vehicles from the first stopping point, which could be an ordering board or pick-up window, depending on the operational characteristics of the restaurant. The applicant responded the drive-through lanes would be appropriately marked to direct customers to the correct pick-up window. Also, in response to a Commission question, staff clarified that the restaurant would offer dine-in food service as well as an outdoor patio. Upon close of the public hearing, the Commission voted (5-0) to forward a recommendation of approval to the City Council. There was no opposition to the project presented at the hearing.

Attachments

1. Aerial Photo
 2. Project Narrative
 3. Conceptual Site Plan
 4. Conceptual Building Elevations
- Staff Presentation

AERIAL PHOTO
JAMBA & MCALISTER'S DELI
USE PERMIT





Jamba & McAlister's Deli Use Permit Narrative

This application proposes to develop parcel 500-03-488, approximately 1.9 acres, located near the southeast corner of McDowell Road and Palm Valley Boulevard (the "Property") for the construction of a new restaurant building with dual drive-through lanes. The proposed restaurant will include a shared concept between Jamba (a smoothie and juice shop) and McAlister's Deli (a deli restaurant and sandwich shop). The drive-through lane for Jamba will consist of the typical menu board and pick-up window. The drive-through lane for McAlister's Deli will be a pick-up window only for online or order-ahead customers and will not consist of the typical menu board.

The Property and adjacent developments are zoned Planned Area Development (PAD) per the Palm Valley Cornerstone PAD. A Restaurant use is permitted; however, a Use Permit is required to allow for the proposed drive-through lanes. The proposed drive-through lanes are compatible with the neighboring developments to the south, east, and west since many of the nearby restaurants within the Palm Valley Cornerstone also have drive-through lanes. Allowing for the use of the proposed drive-through lanes will benefit the residential neighborhoods to the north by providing additional dining and drive-through restaurant options compared the existing nearby drive-through restaurants (Dairy Queen, Chick-Fil-A, and El Pollo Loco).

The proposed drive-through lanes will be thoroughly identified with directional signage and pavement markings to avoid potential for traffic conflicts. As these two proposed drive-through lanes cross each other near the south side of site, additional signage and pavement markings will be installed to clearly delineate the traffic rights-of-way.

Ingress/egress to the Property will be provided by adding new driveways to the existing drive aisles adjacent to the site. Parking will be provided primarily on the north and south sides of the buildings to allow enough area for the drive-through lanes along the east and west sides of the building. The amount of parking provided meets the minimum required parking for eating and drinking establishments per the Goodyear Zoning Ordinance. Onsite signage and marking will be clearly identified around the Property to ensure smooth traffic flow for parking maneuvers and drive-through operations.

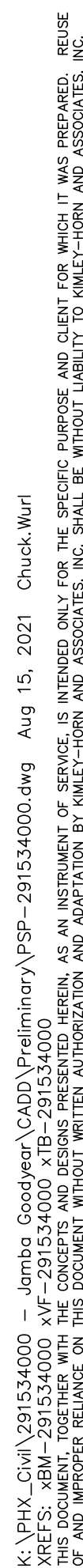
The proposed architecture will adhere to the City's Commercial Design Guidelines as well as the Palm Valley Cornerstone Design Guidelines while providing compatibility with the adjacent existing architectural character. The proposed color and material scheme for the building architecture closely resembles and is based upon Palette E of the Palm Valley Cornerstone Design Guidelines. Drive-through lanes will be screened from view with a 3-foot wall and landscaping. An additional 3-foot wall and landscaping will be provided to screen parking along McDowell Road and Cornerstone Boulevard.

An outdoor patio will also be provided to allow for both indoor and outdoor dining experiences. Outdoor speakers are proposed for the patio which will be on a separate volume control from the indoor speakers. To avoid noise trespass onto adjacent properties, outdoor speakers will not be pointed at another business, residence, or up, but directionally into the seating area. The maximum decibel reading standing directly in front of a speaker will be approximately 68-72db. This noise level will sound even softer when outside due to the ambient noise from traffic, wildlife, airplanes, sirens, etc. Upon close of the business every day, these speakers and any other outdoor lighting will be turned off.

Trash receptacles will be screened from view and located away from parking stalls to enhance refuse collection efficiency and limit time onsite. Onsite lighting is accomplished with 15' height site lighting poles placed near the interior of the site to reduce the any light spillover across the property line.

The typical hours of operation will be:

7AM – 9PM, Monday-Thursday
7AM – 10PM, Friday & Saturday
8AM – 9PM, Sunday

DEVELOPER

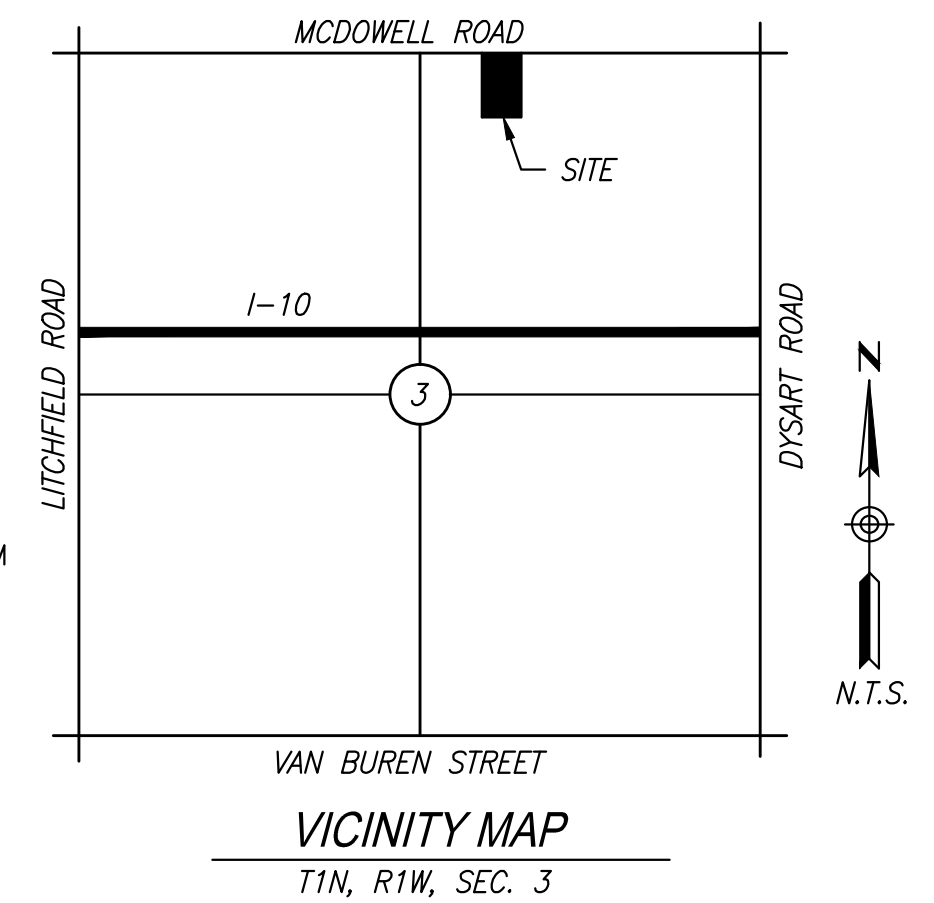
CAPITAL GROWTH BUCHALTER
361 SUMMIT BOULEVARD, SUITE 110
BIRMINGHAM, ALABAMA 35243
TEL. NO. (205) 263-4589
CONTACT: KIRK FARRELLY, PE
E-MAIL: K FARRELLY@CGPBRE.COM

PROPERTY OWNER

APEX-PALM VALLEY LLC
7114 E STETSON DRIVE, SUITE 400
SCOTTSDALE, ARIZONA 85251
TEL. NO. (602) 553-4128
CONTACT: MATTHEW A LYONS, PLLC
EMAIL: MLYONS@HOGANGROUPAZ.COM

CIVIL ENGINEER

KIMLEY-HORN AND ASSOCIATES, INC.
7740 N. 16TH STREET, SUITE 300
PHOENIX, ARIZONA 85020
TEL. NO. (602) 944-5500
CONTACT: CHARLES WURL, PE
E-MAIL: CHUCK.WURL@KIMLEY-HORN.COM



SITE PLAN NOTES

- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE:
- A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
- D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY STANDARDS.
2. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING:
- A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- C. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
- D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOWED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
- E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHOWN AS TURF SHOULD BE FREE OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
- F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

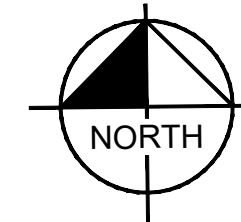
LEGAL DESCRIPTION

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

LOT 16, FINAL PLAT OF PALM VALLEY CORNERSTONE,
ACCORDING TO THE PLAT OF RECORD IN THE OFFICE
OF THE COUNTY RECORDER OF MARICOPA COUNTY,
ARIZONA, RECORDED IN BOOK 782, PAGE 38 IN OFFICIAL
RECORDS OF MARICOPA COUNTY RECORDER IN
RECORDING NO. 2005-1484096.

NOTES

1. TRASH PICKUP IS LIMITED TO THE HOURS OF 9AM TO 9PM PER ORDINANCE 01-759, STIPULATION 27.



GRAPHIC SCALE IN FEET

A horizontal line with vertical tick marks at 0, 10, 20, and 40 feet. The segment between 0 and 10 is white, 10 and 20 is black, and 20 and 40 is white.

PROJECT DESCRIPTION

CONSTRUCTION OF A NEW 4,598 SQUARE FOOT RESTAURANT BUILDING WITH DUAL DRIVE-THROUGH & PICK-UP LANE.

SITE DATA

PROPOSED USE:	RESTAURANT & DRIVE-THROUGH PAD
EXISTING ZONING:	NORTH: PAD
EXISTING ADJACENT ZONING:	SOUTH: PAD
	EAST: PAD
	WEST: PAD
APN:	500-03-488
PARCEL AREA:	1.88 ACRES, 81,877 SQUARE FEET
BUILDING AREA:	4,598 SQUARE FEET
MAX BUILDING HEIGHT:	30 FEET
PROPOSED BUILDING HEIGHT:	22'-8"
PARCEL COVERAGE:	4,598/81,877 = 5.62%
CONSTRUCTION TYPE:	V-B SPRINKLERED

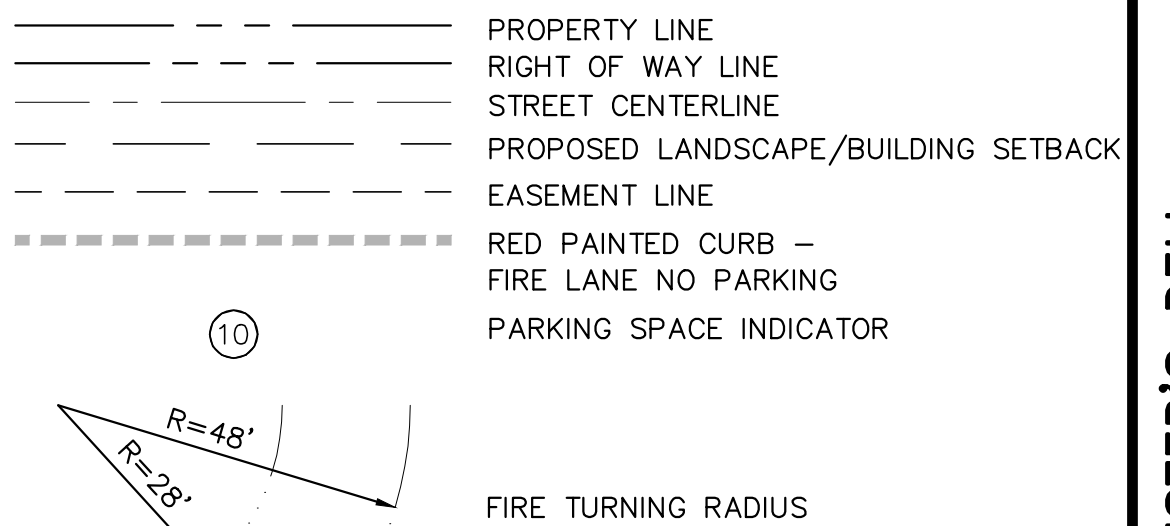
PARKING REQUIREMENTS

REQUIRED:

1 PER 50 SF INDOOR SEATING (1,691 SF = 34)
1 PER 150 SF KITCHEN AREA (2,907 SF = 20)
1 PER 150 SF PATIO (900 SF = 6)

TOTAL REQUIRED: 60
TOTAL PROVIDED: 60 (57 REGULAR, 3 HANDICAP)

LEGEND



BENCHMARK

THE BENCHMARK IS A 3 IN COG BCHH BRASS CAP IN
HAND HOLE AT THE INTERSECTION OF LITCHFIELD ROAD
& MCDOWELL ROAD, NORTH 1/4 CORNER SECTION 3,
T1N, R1W.
ELEVATION = 992.72 (NAVD 88)

THE BENCHMARK IS A 3 IN MCDOT BCHH BRASS CAP IN
HAND HOLE AT THE INTERSECTION OF MCDOWELL ROAD
& DYSART ROAD, NORTH 1/4 CORNER SECTION 3, T1N,
R1W.
ELEVATION = 996.03 (NAVD 88)

BASIS OF BEARING

PER COBBFENDLEY, THE BASIS OF BEARING DETERMINED BY GPS OBSERVATIONS ARE FOUND MONUMENTS AT THE INTERSECTION OF PALM VALLEY ROAD & MCDOWELL ROAD AND DYSART ROAD & MCDOWELL ROAD. SAID LINE HAS A BEARING OF S89°24'55"E

WATER & SANITARY SEWER SERVICE PROVIDER

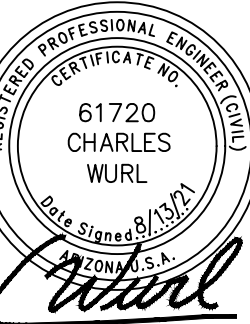
LIBERTY UTILITIES
12725 W INDIAN SCHOOL ROAD, SUITE D-101
AVONDALE, AZ 85392



Kimley»Horn
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7740 North 16th Street, Suite 300
Phoenix, Arizona 85020 (602) 944-5500

JAMBA & MCALISTER'S DELI
TOWNSHIP 1 NORTH, RANGE 1 WEST, SECTION. 3
PRELIMINARY SITE PLAN
GOODYEAR, ARIZONA



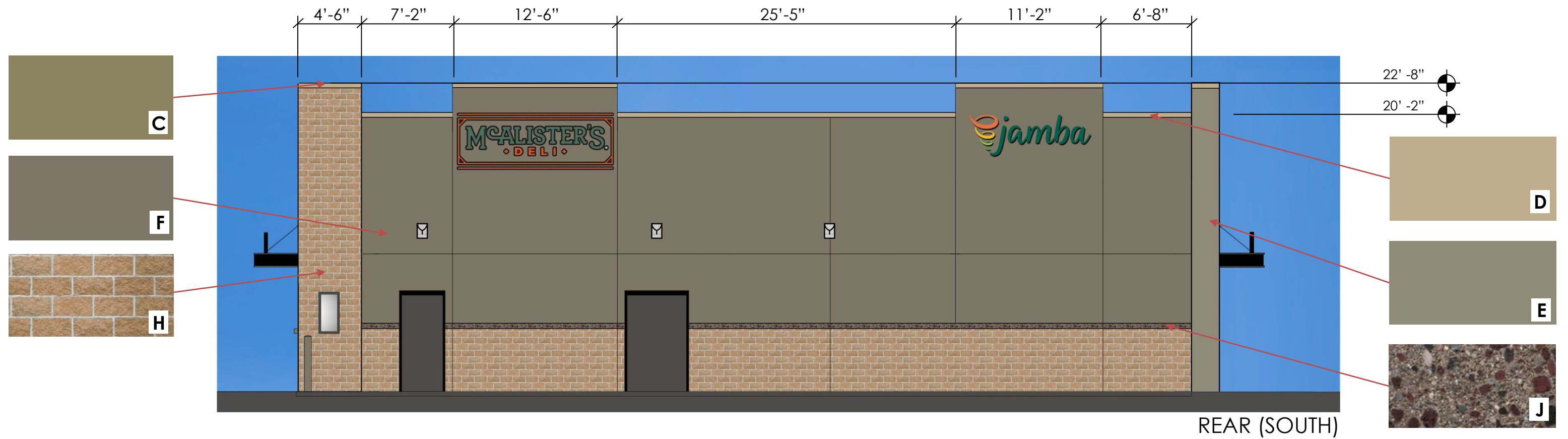
PROJECT NO.
291534000

DRAWING NAME
SP

1 OF 1

REVISION	BY	DATE	APPK:
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NO.	REVISION	BT	DATE	APPR.
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EXTERIOR ELEVATIONS



EXTERIOR ELEVATIONS

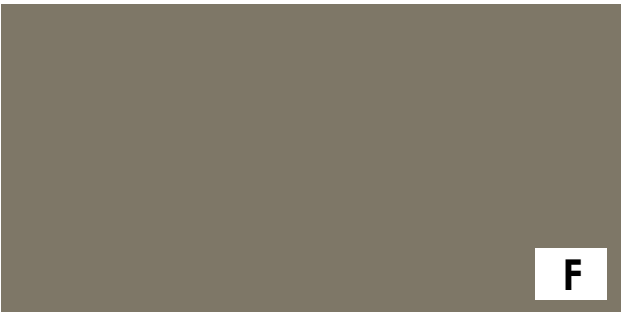
PAINT



MANUFACTURER: BENJAMIN MOORE
COLOR: QUINCY TAN (HC-25)



MANUFACTURER: BENJAMIN MOORE
COLOR: COPLEY GRAY(HC-104)



MANUFACTURER: BENJAMIN MOORE
COLOR: CROMWELL GRAY (HC-103)



MANUFACTURER: BENJAMIN MOORE
COLOR: PENNY (2163-30)

ACCENT/ STEEL



MANUFACTURER: BENJAMIN MOORE
COLOR: ALLIGATOR GREEN (2143-20)

MASONRY



MANUFACTURER: SUPERLITE BLOCK
COLOR: PEACH

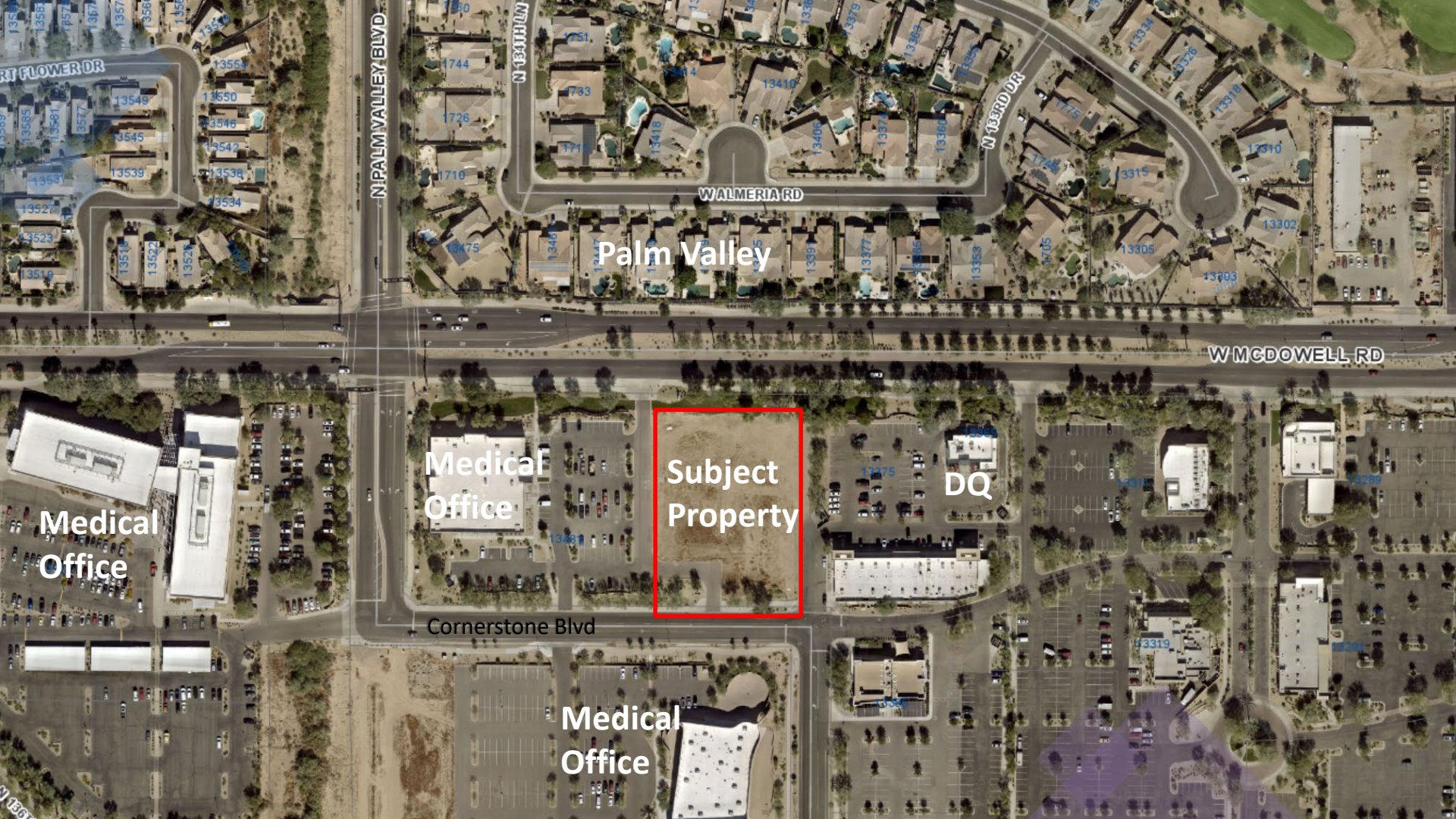


MANUFACTURER: TRENDSTONE
COLOR: MOJAVE BROWN



Use Permit Jamba & McAlister's Deli

**City Council
October 25, 2021**



N PALM VALLEY BLVD

N 134TH DR

N 135TH DR

WALMERIA RD

W MCDOWELL RD

Medical Office

Subject Property

DQ

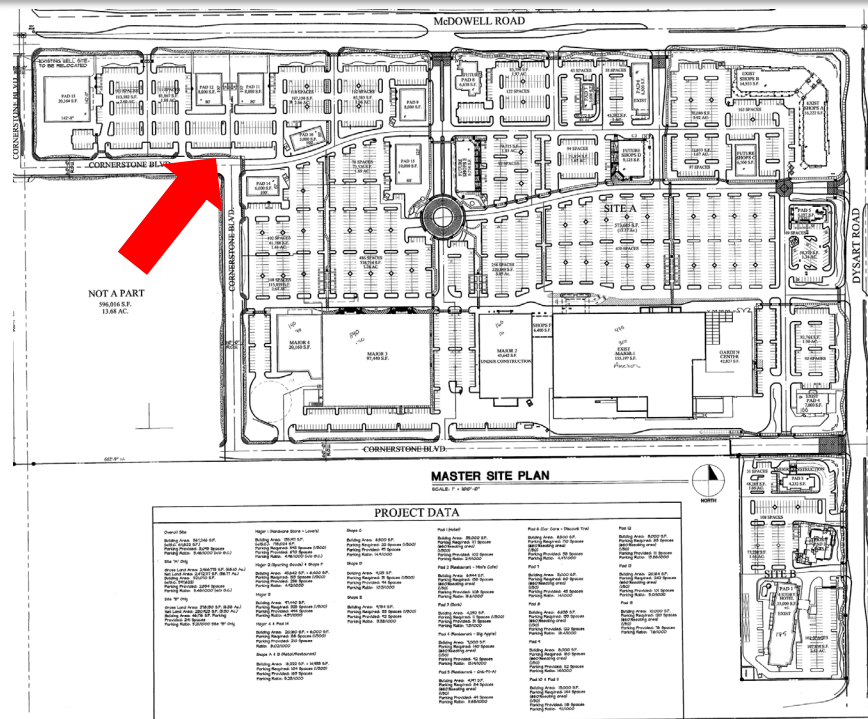
Cornerstone Blvd

Medical Office

Medical Office

Jamba & McAlister's Deli Use Permit

BACKGROUND

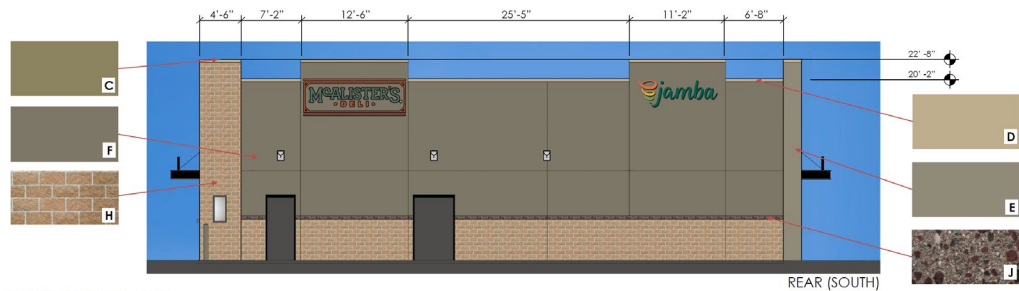


Jamba & McAlister's Deli Use Permit



REQUEST

- Use Permit for convenience use (drive-through restaurant)
- 1.9-acre parcel within existing commercial center
- Surrounding site improvements completed
- 4,598 SF Building
- Two users – two drive thrus
- Indoor dining & outdoor patio



EXTERIOR ELEVATIONS

idstudio⁴

JAMBA/ McALISTER'S
Goodyear, AZ



Jamba & McAlister's Deli Use Permit



USE PERMIT EVALUATION CRITERIA

1. Use will not be materially detrimental
2. Use is reasonably compatible with uses in surrounding area
 - Property & surrounding center intended for commercial uses
 - Proposed use will be like other uses permitted in commercial area
 - Separation from residential includes 130' ROW & 40' landscape setback
 - Stipulations addressing trash pickup, lighting and noise



Jamba & McAlister's Deli Use Permit



CONVENIENCE USE EVALUATION CRITERIA

Adequacy of parcel size

- Sufficient for proposed use
- Queuing to occur onsite

Hours of operation

- 7 am – 9 pm M-T, 7 am – 10 pm F-S, 8 am – 9 pm S
- No recommended restriction on hours

Required traffic mitigation

- Off-site improvements complete

Other concerns

- Use permit only – no other concerns

Jamba & McAlister's Deli Use Permit



PUBLIC PARTICIPATION

- Neighborhood meeting – August 24, 2021
- No public attendees or opposition
- Use Permit requires review through public hearing process
- Recommendation from Commission & approval from Council
- Notice provided for public hearings:
 - Property posted
 - Legal advertisement
 - Mailing to surrounding property owners & stakeholders
- Website: Current Development Applications
- PZC – October 13
- No public inquires on project
- No opposition to project to date

Jamba & McAlister's Deli Use Permit



RECOMMENDATION

- Proposal complies with all evaluation criteria
- Staff & PZC recommend approval
- Nine stipulations in staff report

ITEM #: 11.
DATE: 10/25/2021
AI #:492



CITY COUNCIL ACTION REPORT

SUBJECT: COMPREHENSIVE SIGN PACKAGE FOR THE GOODYEAR PROFESSIONAL PLAZA

STAFF PRESENTER(S): Steve Careccia, Principal Planner

OTHER PRESENTER(S):

Michael Faith, Faith, Ledyard & Faith, PLC

SUMMARY

Request for approval of a comprehensive sign package (CSP) for the Goodyear Professional Plaza located at the northwest corner of I-10 and Bullard Avenue.

Recommendation

Approve the supplemental comprehensive sign package for Lot 3C of the Minor Land Division Lot 3 recorded in the Official Records of Maricopa County on June 25, 2019 at Book 1463 of Maps Page 48 the Goodyear Professional Plaza, subject to stipulations. (Steve Careccia, Principal Planner)

STIPULATIONS

1. All signs within Lot 3C of the Minor Land Division Lot 3 recorded in the Official Records of Maricopa County on June 25, 2019 at Book 1463 of Maps Page 48 shall be in conformance with the "Springhill Suites and Fairfield Inn & Suites Comprehensive Sign Plan dated July 9, 2010" approved on September 13, 2010 as modified by the Goodyear Professional Plaza Sign Program dated August 23, 2021; and,
2. To the extent there are conflicts between the Goodyear Professional Plaza Sign Program dated August 23, 2021 and the "Springhill Suites and Fairfield Inn & Suites Comprehensive Sign Plan dated July 9, 2010" approved on September 13, 2010, the Goodyear Professional Plaza Sign Program dated August 23, 2021 shall govern.

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 proposed sign package is for signage for Lot 3C of the Minor Land Division Lot 3 recorded in the Official Records of Maricopa County on June 25, 2019 at Book 1463 of Maps Page 48 (the "2019 MLD"). Lot 3C is 1.92 acres and was zoned C-2 (General Commercial) on May 14, 2007 by Ordinance No. 07-1070.

Lot 3C was originally part of Lot 3 of a Minor Land Division recorded in the Official Records of Maricopa County on May 29, 2008 at Book 990 of Maps, Page 5, which subdivided approximately 14 acres into 3 Lots (the "2008 MLD"). A site plan for the 14 acres included within the 2008 MLD was approved on April 21, 2010 (Case No. 08-600-00021), which contemplated the development of two hotels, shops and restaurants on Lot 3 of the 2008 MLD.

A CSP for the approximate 14 acres included in the 2008 MLD was approved on September 13, 2010 (Case No. 08-630-00013). The signage established within the CSP includes:

- Four Monument Signs (two fronting Bullard and two fronting McDowell Rd.)
- Two On-Site Vehicular Directional Signs to be constructed along internal site medians
- Requirements for Wall Mounted Signs based on the type of occupancy
- Requirements and standards for all signs

On September 12, 2018, a site plan was approved (Case No. 18-600-00011) that revised the plans for the development of Lot 3 of the 2008 MLD (the "2018 Site Plan"). The 2018 Site Plan contemplate the development of two hotels on only a portion of Lot 3 of the 2008 MLD. Subsequent, the 2019 MLD was recorded splitting Lot 3 of the 2008 MLD into three lots, and pursuant to the 2018 Site Plan, two hotels have been constructed on Lots 3A and 3B of the 2019 MLD.

A site plan was approved on September 1, 2020 (Case No. 20-600-00016) for the development of the Goodyear Professional Plaza on Lot 3C. The site plan included a two-story office building of approximately 25,773 square feet.

The Planning and Zoning Commission considered this item at a public meeting held on October 13, 2021. The Commission, by a vote of 5-0, voted to forward a recommendation of approval to the City Council. There was no opposition to the item presented at the meeting.

STAFF ANALYSIS

Current Policy:

The purpose of a CSP is to provide a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage requirements as established in the city of Goodyear Zoning Ordinance may be appropriate within a CSP.

A CSP in compliance with the requirements provided in Article 7, Sign Regulations, of the Zoning Ordinance may be approved by the Zoning Administrator after review and approval by the Development Review Committee. A CSP that proposes modifications to the requirements

provided in Article 7 shall be reviewed by the Planning and Zoning Commission and approved by the City Council. The subject request is the latter of the two CSP types described above, and therefore requires Commission and Council review and approval.

Details of the Request:

The request is for approval of a new CSP for the property. The new CSP will replace the existing 2010 CSP currently applicable to the property. A new CSP is being requested to reflect the use of the property for professional offices and to request a larger allocation of signage.

The CSP contains criteria for building wall signage and one monument sign along Bullard Avenue. For wall signage, the CSP establishes sign envelopes on the building along with a maximum cap on the amount of signage permitted on each building elevation. Wall signage will consist of aluminum reverse pan channel letters. If illuminated, halo backlighting will be utilized.

The 2010 CSP provides for two monument signs along Bullard Avenue. The signs would be 13 feet high with 103 square feet of copy area. The subject request for CSP proposes a third monument sign along Bullard Avenue that would be dedicated to the office building tenants. The monument sign is proposed at 14 feet, six inches in height with 113 square feet of copy area. The monument sign would be located at least 150 feet from any future monument signs along Bullard Avenue.

Evaluation Criteria:

Article 7-10, Special Sign Areas, of the Zoning Ordinance establishes the criteria for the evaluation of a CSP. The criteria and accompanying staff analysis (*italics*) are provided below:

Size and Height: The comprehensive sign package shall demonstrate that all proposed signage is no larger than necessary for sufficient visibility and legibility. Factors to be considered in determining allowed size and height may include, but are not limited to, topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

The application indicates the intent of the CSP is to provide signage for the various office building tenants. For building signage, sign envelopes will be designated on the building and allocated to the tenants by the landlord. The size and height of the building signage conforms to the allocation as originally adopted with the 2010 CSP with the exception of the north elevation. This elevation will permit approximately 1.42 square feet of signage per linear foot of building frontage versus the 1.25 square feet established with the 2010 CSP. For the monument sign, the CSP is proposing 14 panels to provide signage opportunities for multiple tenants. This configuration results in a sign height of approximately 14 feet. Given the wall signs and monument sign were sized to reflect a professional office building with the potential for multiple tenants, staff finds the proposed sizes, heights and configuration of the intended signage are appropriate and supportable for a professional office building at this location.

As previously noted, the 2010 CSP permits two monument signs along Bullard Avenue. Approval of this CSP will add a third monument sign along Bullard Avenue with signage dedicated to the office building (see Attachment No. 3). All of the proposed monument signs along Bullard Avenue will meet the 150-foot minimum separation requirement between monument signs along the same side of the street.

Pursuant to the city of Goodyear Zoning Ordinance, Article 7 Sign Regulations, the overall property would be permitted four monument signs as currently configured. One for each driveway onto a public street (currently three driveways) and one for each public street intersection (one intersection). The current CSP request along with the 2010 CSP provide for a total of five monument signs, as noted on Attachment No. 3, along Bullard Avenue and McDowell Road. For comparison purposes, the property to the east (Centerscape) will have four monument signs along Bullard Avenue. Given the existing/approved signage for this area and considering the subject property's intended uses and location within a high-intensity commercial corridor, the additional monument sign is reasonable and can be supported.

Location and Orientation: Signs should be located and oriented to allow sufficient visibility and legibility for pedestrian and vehicle traffic. Factors that may be considered in reviewing the appropriateness of the sign location and orientation may include, but are not limited to, location relative to the surrounding streets and land uses, traffic volumes and access points, visibility angles and topographic features.

The application indicates that signage is located to be visible to passing motorists, with the focus on Bullard Avenue and I-10. Building identification signs are specifically proposed on the south and east elevations to take advantage of these frontages. As the property is located at a freeway interchange, the signage is located and oriented to take advantage of this location.

Design, Colors and Materials: Signs proposed under the comprehensive sign package shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

As established in the CSP, the building wall signs will have a consistent design theme consisting of painted metal letters. Signs will be back lit if lighted. The wall signage will consist of reverse pan channel letters, which are also permitted in the 2010 CSP, so such signage will be consistent. The monument sign utilizes a design theme consistent with the office building's materials and colors and wall signage. While the monument sign dedicated to the office building will have a design different from the other monument signs along Bullard Avenue, the intended design elements are considered appropriate and supportable given the goal of having the monument sign complement the design of the office building.

Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The comprehensive sign package shall demonstrate the measures that will be taken to ensure the proposed signage will not adversely impact adjacent land uses in terms of lighting, size, location and orientation.

The property is located within an established commercial corridor and adjacent to a freeway interchange. Furthermore, as previously noted, the size and number of proposed signs are consistent with other similar developments within this commercial corridor. As such, staff finds the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

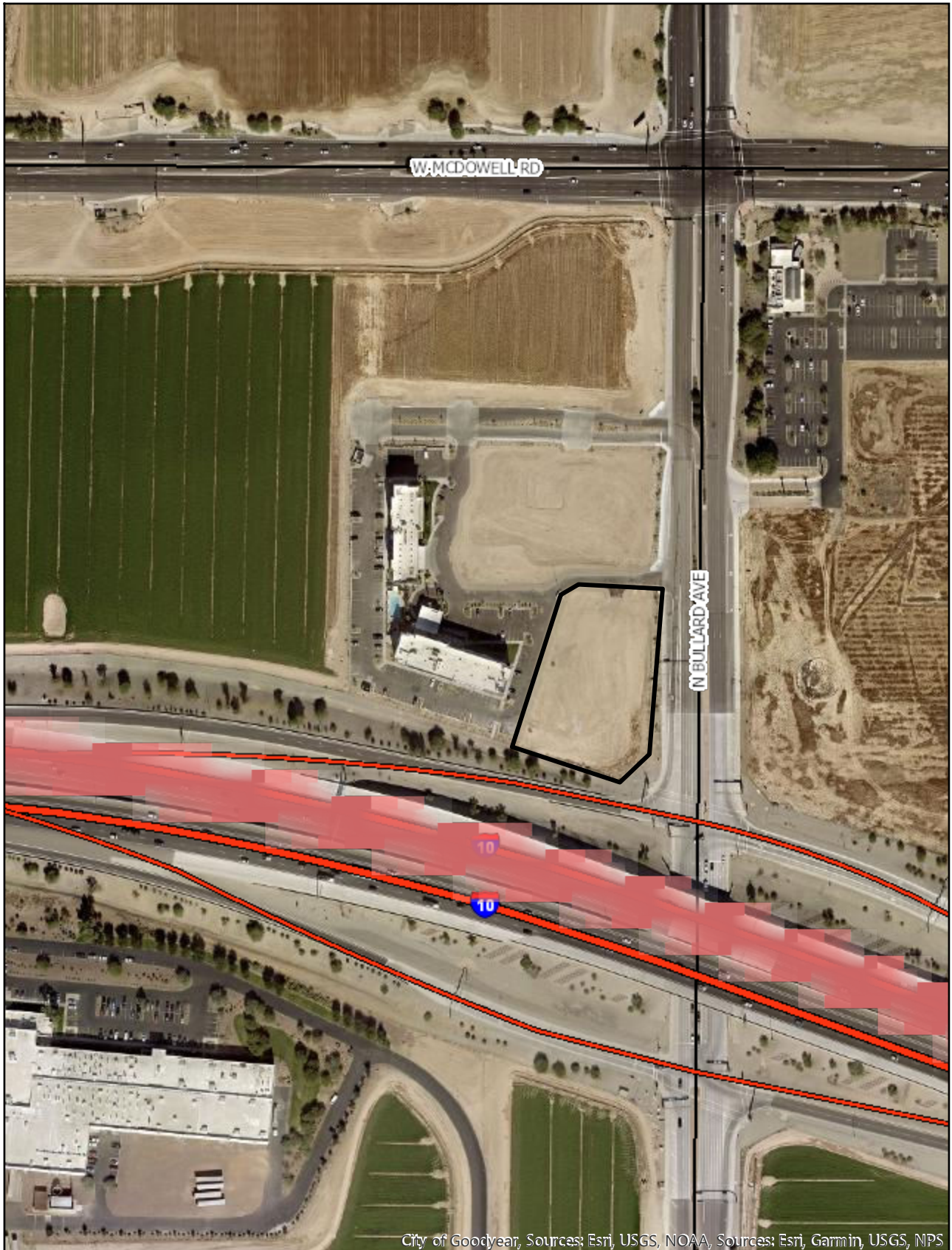
Staff Findings:

The request meets the evaluation criteria for a CSP as set forth in Article 7, Sign Regulations, of the Zoning Ordinance.

Attachments

1. Aerial Photo
 2. Goodyear Professional Plaza Comprehensive Sign Package
 3. 2010 Comprehensive Sign Package Images
- Staff Presentation

AERIAL PHOTO
GOODYEAR PROFESSIONAL PLAZA
COMPREHENSIVE SIGN PACKAGE





Goodyear Professional Plaza

Comprehensive Sign Program

PROJECT DATA

ADDRESS: Bullard Ave & I-10 Freeway
Goodyear, AZ 85338

PROPERTY SIZE: 1.92 acres
83,703 square feet

APN: 500-10-883

OWNER: Southwest Valley Holdings LLC
Michael P. Faith
mfaith@faithlaw.com
623-932-0430

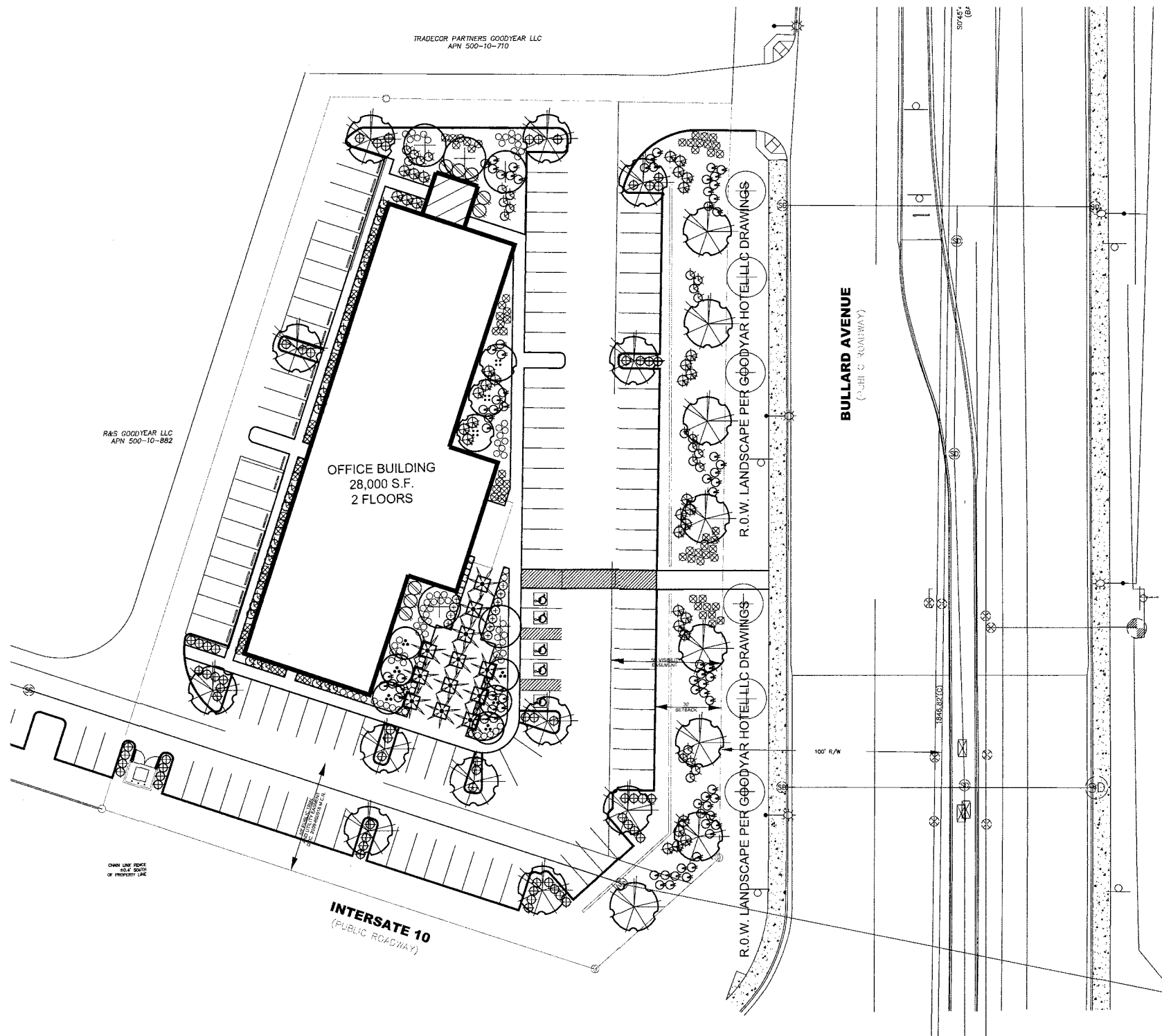
CSP DESIGNER: Royal Sign Co.
Attn: Raymond Owens
2631 N. 31st Ave.
Phoenix, AZ 85009

Prepared By:

royal
sign 
2631 N. 31st Ave.
Phoenix, AZ 85009
602-278-6286
royalsign.net

200971-10 23 AUG 2021

Page Number
1 of 15



Comprehensive Sign Program Contents

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Intent of Signage Criteria	5
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Section

1

General Information and Overview



Intent of Signage and Graphics Criteria

The intent of the Signage and Graphics Criteria for Goodyear Professional Plaza is to produce a consistent collage of signs that tastefully inform the patron while fitting in seamlessly with the context of the environment. All proposed designs and sign materials must be consistent with the design theme, enhancing the building and evoking a positive professional image. Each proposed sign will be evaluated on its originality and compatibility with the neighboring signs and its overall image at Goodyear Professional Plaza.

All signs must comply with all City of Goodyear sign ordinances (not expounded upon in this criteria) and will be required to have sign permits issued by the City of Goodyear. The Landlord reserves the right to interpret, enforce and administer this Signage and Graphics Criteria in conjunction with the City of Goodyear.

All proposed sign(s) must receive written Landlord approval prior to submitting a sign permit. Written Landlord approval should be included with permit application to the city.

For questions regarding the signage & graphics criteria, contact Michael Faith, mfaith@faithlaw.com.

For help with the fabrication and/or installation of your sign package, please contact: Raymond Owens, raymond@royalsign.net.

General Requirements

- A). Imaginative sign layouts are encouraged.
- B). Each tenant shall submit digital copies of detailed drawings specifying the location, size, layout, design, method of attachment to building & methods of illumination and color of the proposed sign, including lettering and/or any special logo graphics.

Submit drawings via E-mail to the Landlord, Michael Faith, mfaith@faithlaw.com.

- C). After written approval of the tenant's sign plans have been provided by the Landlord, all permits for signs and their installation shall be obtained by the tenant or its representative from the City of Goodyear prior to sign installation. Copies of the permits to be emailed to mfaith@faithlaw.com prior to installation.
- D). The tenant must have the Landlord approved signage installed no later than 45 days after opening business to the public or Landlord approval shall be deemed automatically withdrawn.
- E). Any signs installed or placed by the tenant on the premises or within the common area without the prior written approval of the Landlord will be subject to removal and/or proper installation at the tenant's cost. The tenant shall upon request of the Landlord, immediately remove any sign placed in, upon, above or about the premises, or in the common area, and which has not been approved in writing by the Landlord. If the tenant fails or refuses to do so, the Landlord may enter upon the premises and remove the same. The tenant shall be responsible for damages to cover the cost of repairs to building sign fascia or removal of signage resulting from any installation. The tenant shall be solely responsible for any and all fines, duties and liens whatsoever imposed upon the Landlord or Goodyear Professional Plaza by any governmental body or agency having jurisdiction pertaining to any sign which the tenant has placed or permitted to be placed in, upon, above or about the premises which is in violation of any ordinance, rule, law, directive, regulation, requirement, guideline or order of any body or agency. The tenant agrees that the exterior signs of the premises shall remain illuminated during the standard hours of operation of Goodyear Professional Plaza established by the Landlord.

Building Design and Unique Signage Issues

The building is a professional office building with a hallway running North to South down the middle of each floor. Due to such, there will be tenants with West frontage that have no exposure to Bullard Avenue. To prevent such tenants from being deprived of effective and observable signage, this CSP shall allow the Landlord to assign any Tenant in the building, no matter the location in the Building or Tenant’s frontage, a sign envelope on the Building.

Establishing Sign Envelopes

The Building shall have preset locations where signs may be placed on the Building called “sign envelopes”. The Building’s sign envelopes are depicted on page 12. Each sign envelope is 2’ 6” x 17’ 0’ (42.5 sq. ft.).

Tenant Restrictions

The following restrictions shall be in place regarding the signage:

- 1. The Tenant shall only have a right to a sign envelope if such right is granted by the Landlord.
- 2. If the Tenant is granted the right to a sign envelope, the Tenant shall only use the sign envelope assigned by the Landlord. The Tenant shall not place a sign on the building anywhere other than the assigned sign envelope and no part of the Tenant’s sign shall protrude outside of the sign envelope, unless Tenant receives written signed consent of the Landlord.
- 3. Tenant may be granted more than one sign envelope, but only with the written signed consent of Landlord.

Building Frontage

Frontage			
	1st Floor	2nd Floor	Total
North	77' 0"	77' 0"	154' 0"
South	77' 0"	77' 0"	154' 0"
East	235' 7"	235' 7"	471' 2"
West	235' 7"	235' 7"	471' 2"
			1250' 4"

Building Restrictions

The following establishes limitations on the total allowable signage on each side of the building. Even though the existing City’s applicable ordinances and codes could allow for more signage on the Building, the City and the Landlord have agreed to reduce the applicable signage allowed as set forth below. The City and Landlord agree that all terms set forth in this CSP shall supersede all City ordinances and codes.

North Elevation: The total actual square feet of signage (excluding the “Faith Law” branding signs) on the North elevation shall not exceed 127’ 06” sq. ft.

South Elevation: The total actual square feet of signage (excluding the “Faith Law” branding signs) on the South elevation shall not exceed 82’ 6” sq. ft.

East Elevation: The total actual square feet of signage (excluding the “Faith Law” branding signs) on the East elevation shall not exceed 340’ 0” sq. ft.

West Elevation: The total actual square feet of signage (excluding the “Faith Law” branding signs) on the West elevation shall not exceed 471’ 2” sq. ft.

Branding of Building

The signs for “Faith Law” shall brand the Building and shall not be restricted to the 1:1 ratio for the tenants. A sign envelope shall not be required for the “Faith Law” signs. The “Faith Law” signs may be changed in the future to rebrand the building, but shall not exceed the size of the “Faith Law” signs as set forth herein (92.1 square feet each).

Prohibited Signs

- Conventional acrylic faced sign cabinets.
- Raceway mounted signage (without special authorization from both the landlord and City of Goodyear due to electrical access restrictions).
- Painted or hand lettered signs.
- Paper, cardboard and Styrofoam signs.
- Vacuum formed or injection-molded plastic signs.
- Flashing, moving or audible signs.
- Inflatable signs or graphic devices.
- Flags or pennants.
- Internally illuminated awnings.
- Neon Illumination.
- Other signs deemed unsuitable by the Landlord.

Tenant Responsibilities Upon Completion of Tenure

- Removal of all retired signage and repair/repainting of the wall surface.
- Replace any segment of damaged fascia materials used for tenants signage.
- Replacing any occupied tenant panels with new, blank units.

Section

2

Tenant Signage

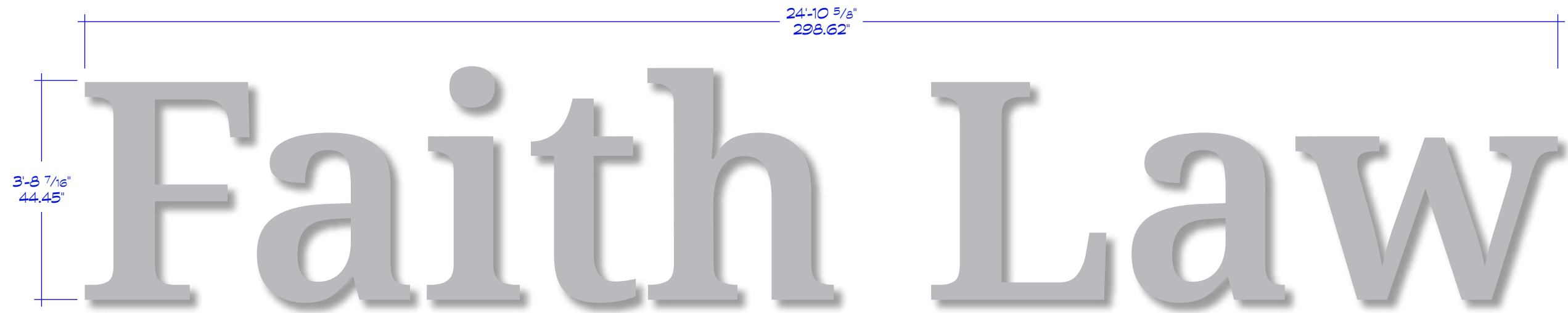
Sign Design Criteria Matrix (Goodyear Professional Plaza)

Sign Type	Size	Location	Height	Illumination	Materials
 Wall Signage	Wall signage must fit inside the natural limitations of the 2'-6" tall x 17'-0" wide sign envelope created by the building architecture. Wall signs are intended to be located inside of the sign envelopes shown on the included elevations Page 12. Sign locations outside of the illustrated sign envelopes may be permitted with special landlord approval.	Wall signs are intended to be located inside of the sign envelopes shown on the included elevations Page 12. Sign locations outside of the illustrated sign envelopes may be permitted with special landlord approval.	Wall signs shall not extend above roof line.	Choice of one: Reverse pan channel halo-illuminated letters (white LEDs) Or non-illuminated reverse pan channel letters. Must have 2" deep returns. Colors to be approved by Landlord	Aluminum, Lexan, painted metal. All electrical sign components must be U.L. rated. No labels will be permitted on the exposed surface of signs, except those required by local ordinances. All penetrations of the building structure required for sign installation must be neatly sealed in a watertight condition.
 Multi-Tenant Monument Sign	73.3 sf of advertising area. Thirteen (13) individual tenant panels (advertising area). Header Copy is 8.12 sf Sign is 10' wide x 14'-6' height.	Visible along Bullard Ave. (see site plan - Page 4). Minimum separation is 150 feet from nearest sign.	OAH of 14'-6"	Internally-illuminated using white LEDs.	Aluminum, acrylic, painted metal. All electrical sign components must be U.L. rated.

If these criteria are silent on any sign type, then Zoning Ordinance applies.



Acceptable (Building) Tenant Signage Types



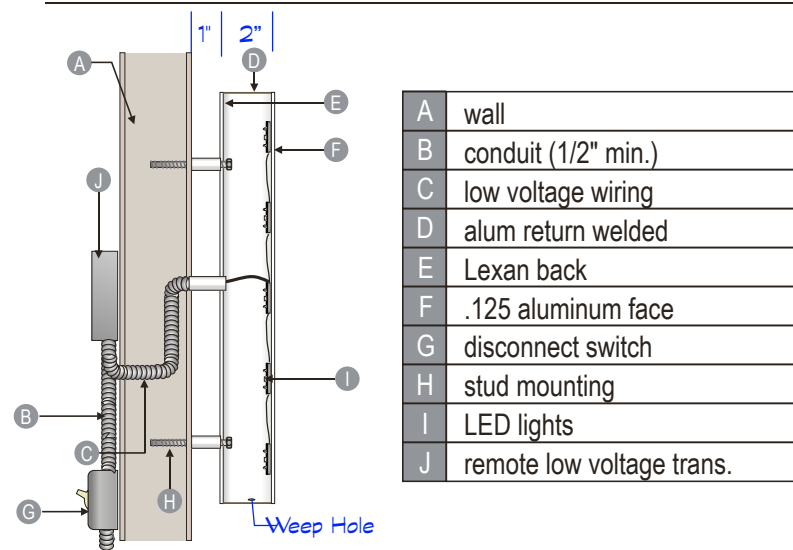
HALO-ILLUMINATED (OR NON-ILLUM.)
REVERSE PAN CHANNEL LETTERS

Scale:
1/2" = 1'-0"

Halo-illuminated or non-illuminated, aluminum reverse pan channel letters, painted Matthews 41-342SP Brushed Aluminum. (see details).

*South elevation sign display shown here.

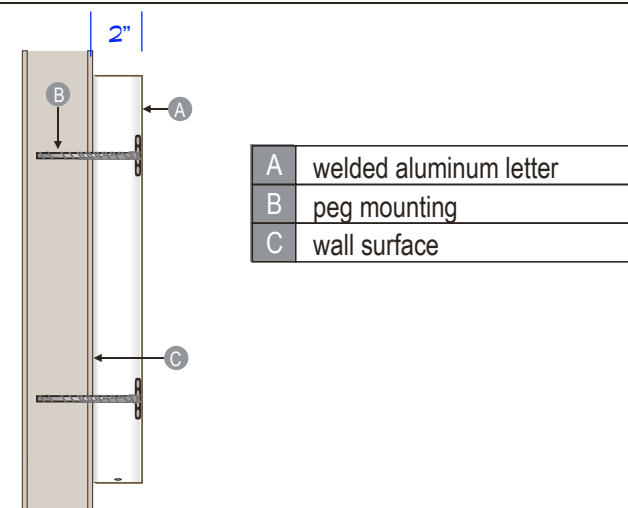
Halo-illum. RPC Letter - Cross Section Detail



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

U.L. LISTED

Non-illum. RPC Letter - Cross Section Detail

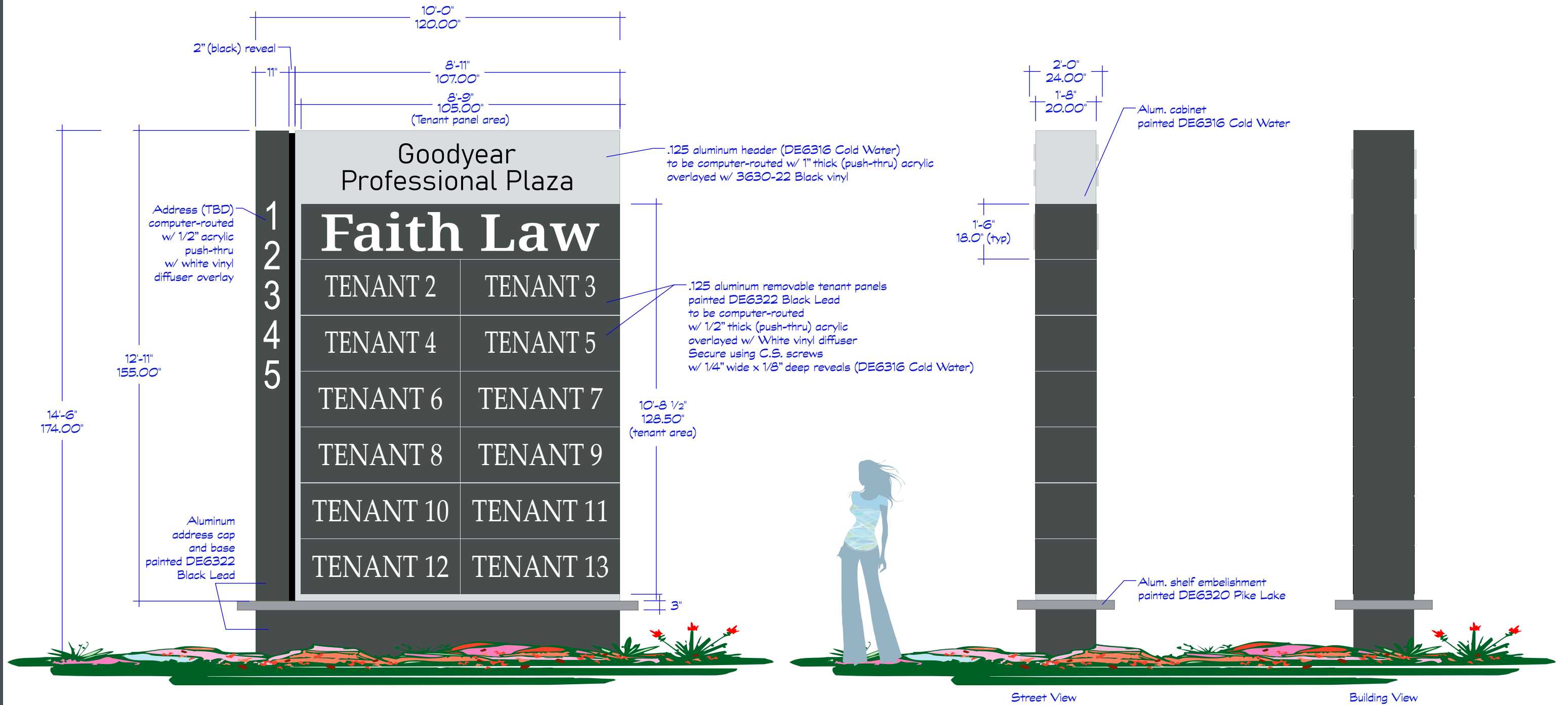


Section

3

Property Signage





B

INTERNALLY-ILLUMINATED
DOUBLE-FACED MONUMENT SIGN

Scale:
3/8" = 1'-0"

Tenant Sign Area
93.70 sf

Header Sign Area
8.12 sf

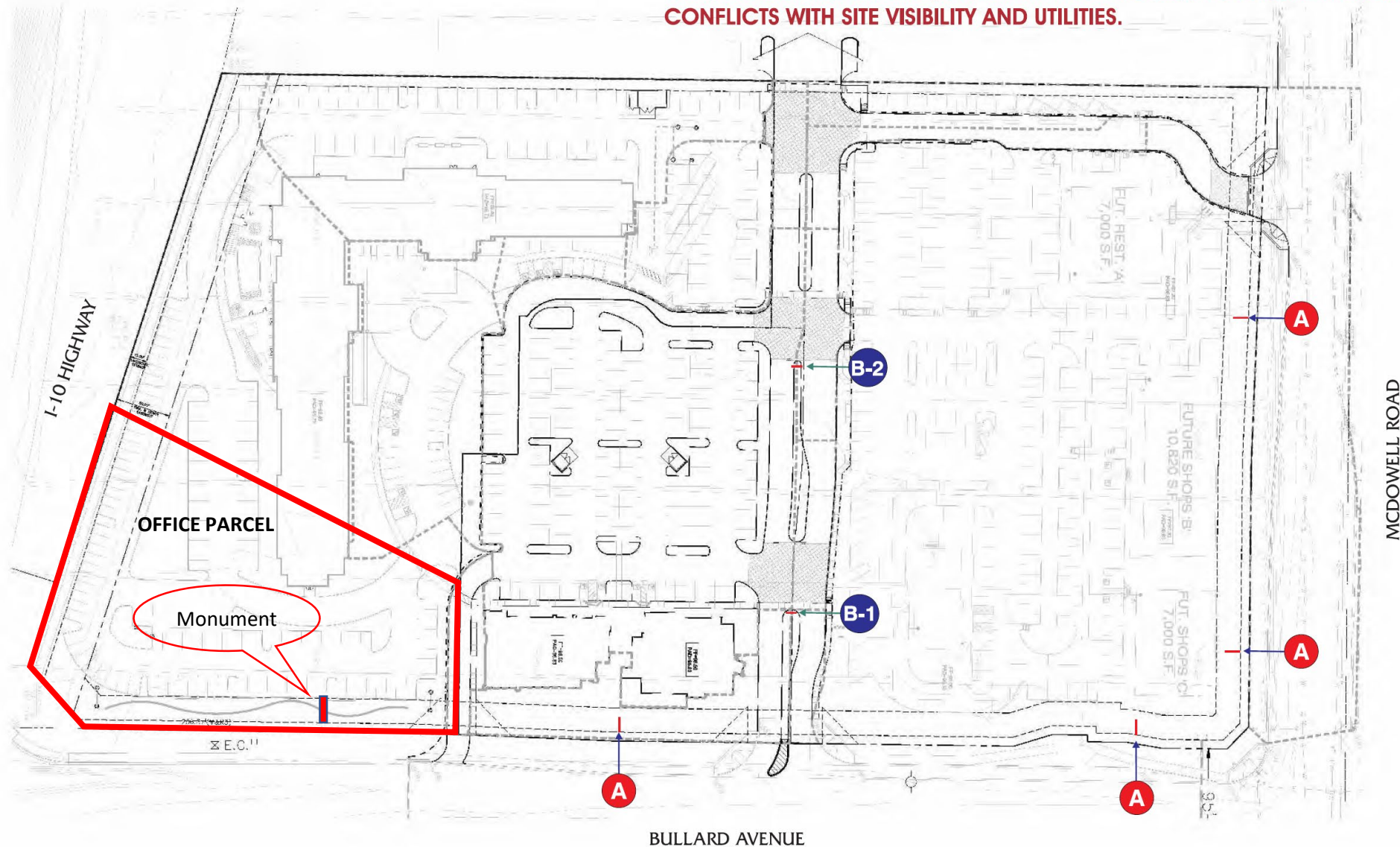
Fabricate & Install one (1) int-illuminated, aluminum-construction, D/F monument display to match building architecture as illustrated.

*Minimum separation is 150 feet from nearest sign.

*No other monument signs exist.

FREESTANDING SIGN LOCATION PLAN

NOTE: FINAL LOCATION OF FREESTANDING SIGNAGE WILL BE DETERMINED DURING THE SITE PLAN REVIEW AND/OR PERMITTING PROCESS TO ENSURE THERE ARE NO CONFLICTS WITH SITE VISIBILITY AND UTILITIES.





SCALE: NTS

A Monument Sign



B-1

B-2

SCALE: NTS

B-1 B-2 Hotel and Multi-Tenant Vehicular Directional Signs



**Goodyear Professional Plaza
Comprehensive Sign Package**

October 25, 2021



GOODYEAR PROFESSIONAL PLAZA CSP



BACKGROUND

- Zoned C-2 (General Commercial) – 2007
- Site Plan – 2010
- CSP – 2010
- Revised Site Plan – 2018
- Minor Land Division – 2019
 - Subject property Lot 3C – 1.92 acres
- Site Plan for Goodyear Professional Plaza – 2020
 - Two-story office building - 25,773 SF

GOODYEAR PROFESSIONAL PLAZA CSP



CURRENT POLICY

- CSP – Comprehensive and coordinated signage with enhanced design
- Modifications may be requested (larger signs, additional signs)
- If so, then CSP requires P&ZC review and CC approval

GOODYEAR PROFESSIONAL PLAZA CSP

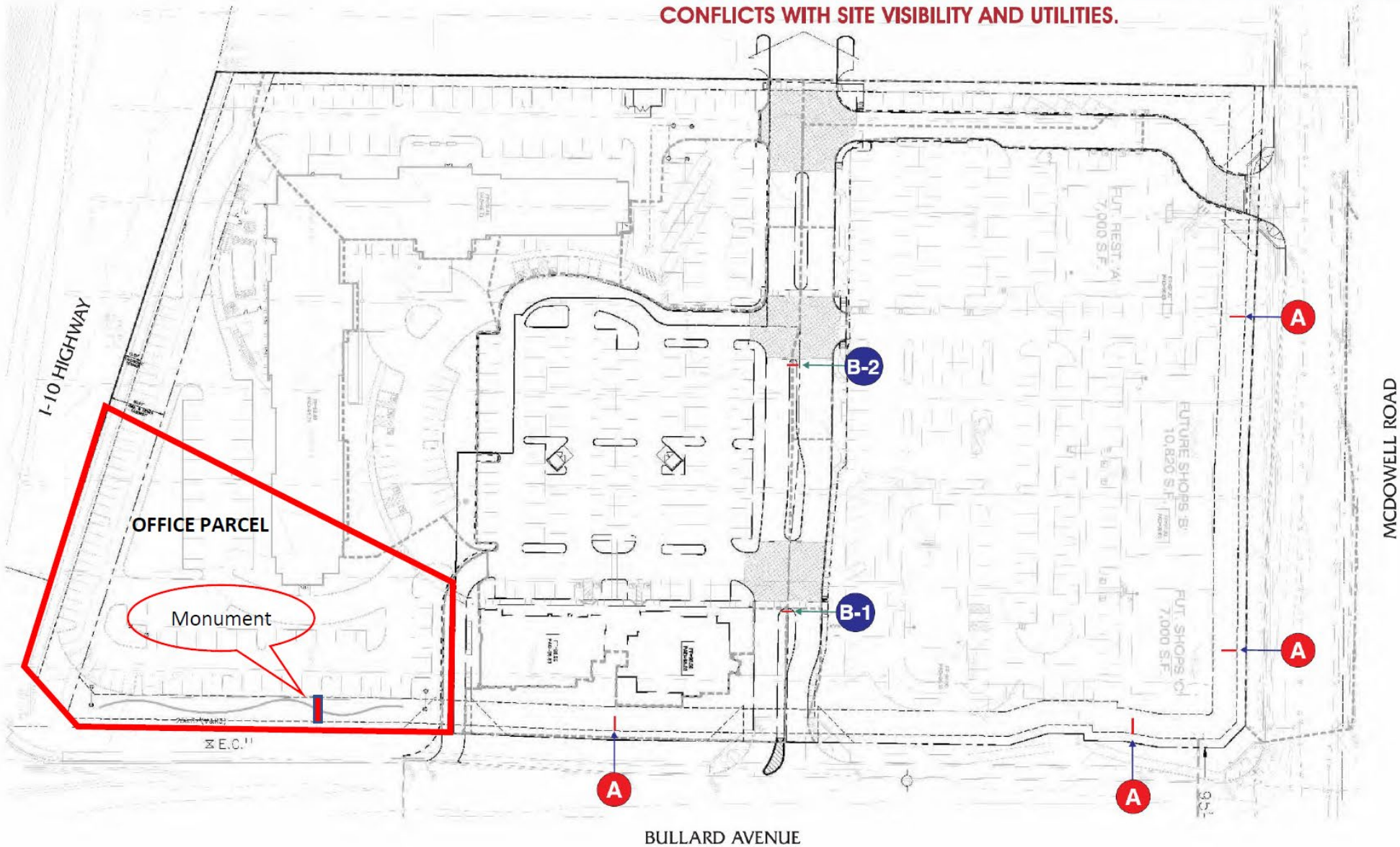


REQUEST

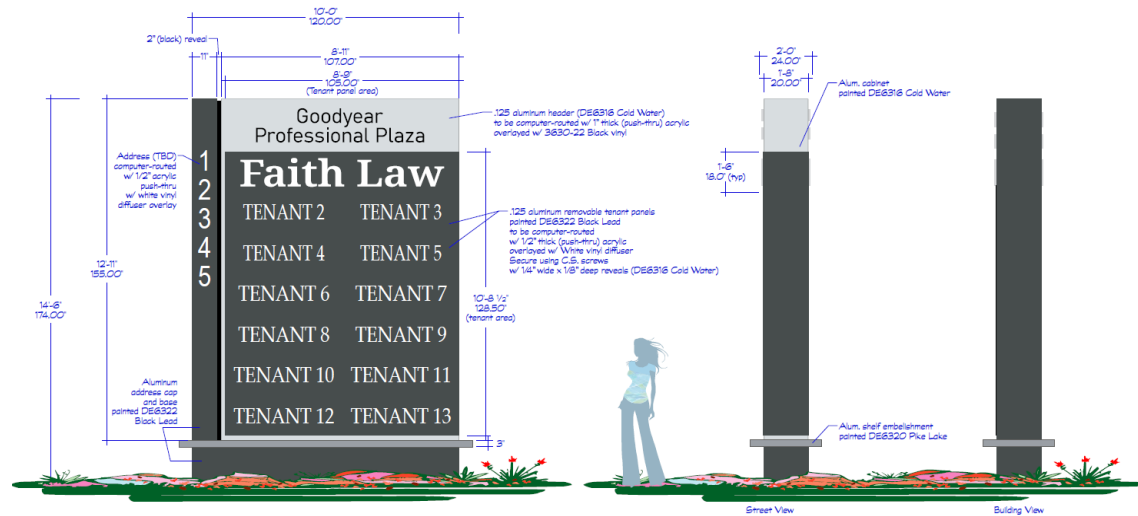
- Existing 2010 CSP did not anticipate office use
- Supplemental CSP for office building
 - Wall signs on building
 - Monument sign along Bullard Ave
- Modifications:
 - Additional monument sign
 - Larger wall signs – north elevation

FREESTANDING SIGN LOCATION PLAN

NOTE: FINAL LOCATION OF FREESTANDING SIGNAGE WILL BE DETERMINED DURING THE SITE PLAN REVIEW AND/OR PERMITTING PROCESS TO ENSURE THERE ARE NO CONFLICTS WITH SITE VISIBILITY AND UTILITIES.



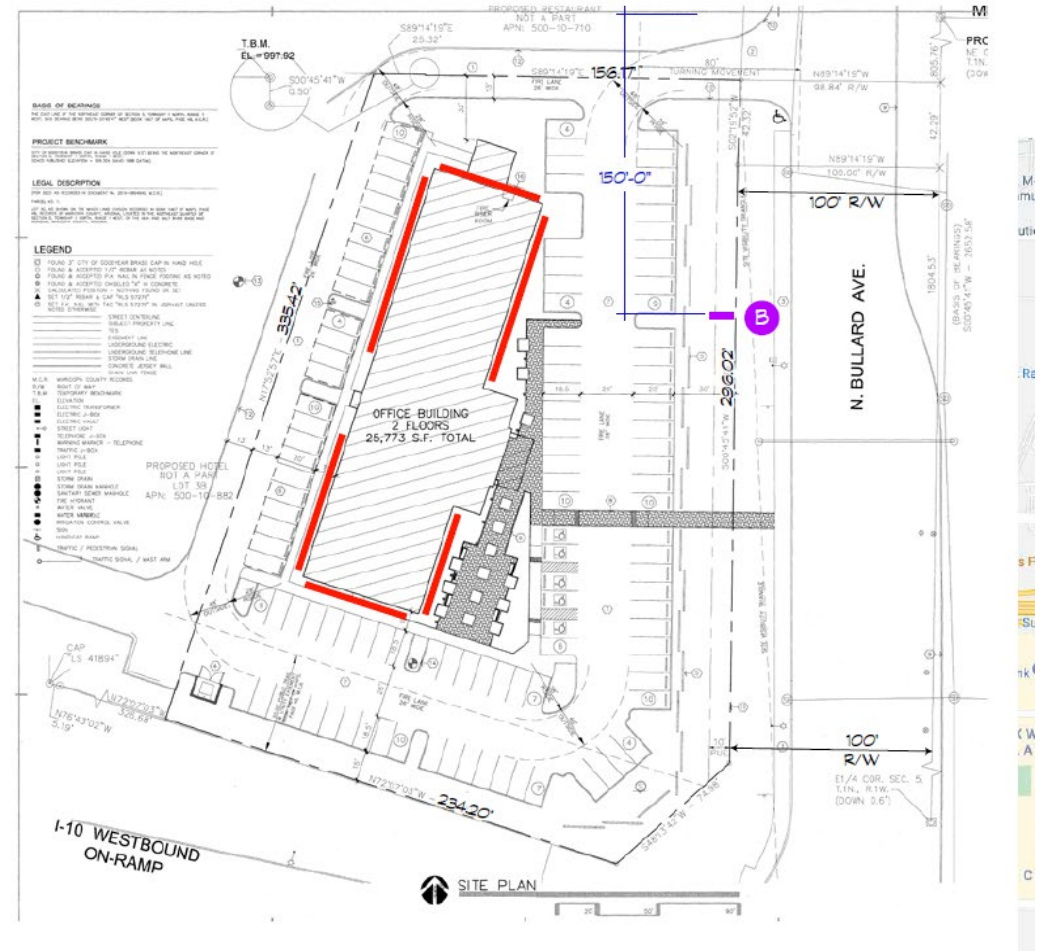
A = Sign Envelope
42.5 sq ft @ 2'-6"



B INTERNALLY-ILLUMINATED DOUBLE-FACED MONUMENT SIGN
Scale: 3/8" = 1'-0"
Tenant Sign Area 93.70 sf
Header Sign Area 5.12 sf

Fabricate & install one (1) internally-illuminated, aluminum-construction, D/F monument display to match building architecture as illustrated.

*Minimum separation is 150 feet from nearest sign.
*No other monument signs exist.



A Wall Signage

B Multi-tenant Monument Sign
*150' minimum separation between other future monument signs

SITE PLAN

1" = 60'



GOODYEAR PROFESSIONAL PLAZA CSP



EVALUATION CRITERIA

- Do size & location offer sufficient visibility & legibility?
- Harmonious & enhanced design?
- Compatible with adjacent land uses?
 - Commercial corridor with interstate frontage
 - Similar land uses
 - Residential not nearby
 - Metal channel letters with halo lighting
 - Enhanced design consistent with 2010 CSP wall signage
 - Monument sign complements design of office building
 - Height and size consistent with other signs in center and surrounding area

GOODYEAR PROFESSIONAL PLAZA CSP



FINDINGS & RECOMMENDATION

- Request meets evaluation criteria
- Modifications are acceptable
- Staff & PZC recommend approval
- Two stipulations

ITEM #: 12.
DATE: 10/25/2021
AI #:502



CITY COUNCIL ACTION REPORT

SUBJECT: THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT

STAFF PRESENTER(S): Philip Cochran, Development Agreement Coordinator

SUMMARY

The Third Amendment to Development and Fire Services Agreement allows for the City to reimburse Impact Fees previously collected for the construction of Fire Station 186 as well as the ongoing reimbursement of impact fees until the contributions made by NNP III Estrella Mountain Ranch, LLC are completely reimbursed.

Recommendation

ADOPT RESOLUTION NO. 2021-2182, APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE. (Philip Cochran, Development Agreement Coordinator)

FISCAL IMPACT

The City will be responsible for reimbursing the south area fire impact fees collected to NNP III Estrella Mountain Ranch, LLC at the end of each quarter beginning 30 days following the approval of the Third Amendment to Development and Fire Services Agreement. Additionally within 30 days the City will pay to NNP III Estrella Mountain Ranch, LLC the south area fire impact fees collected prior to July 1, 2021 that were designated for, or otherwise required to be used for the design, construction, equipping, and installation of the fire station totaling \$1,243,154.04. Approval of the attached resolution authorizes actions necessary to carry out the intent of the resolution which includes authorization to expend funds and any budget transfer that may be required.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear entered into a Development and Fire Services Agreement on May 22, 2006 and subsequently entered into the First Amendment to the Development and Fire Services Agreement on January 23, 2017 and the Second Amendment to the Development and Fire Services Agreement on May 23, 2018.

STAFF ANALYSIS

The City of Goodyear (City), NNP III-Estrella Mountain Ranch, LLC (NNP) and AV Homes of Arizona, LLC, (AV Homes), entered into a Development and Fire Services Agreement on May 22, 2006 to agree on the locations of two fire stations and funding for the construction and operation of one fire station in the master planned community of Estrella. This agreement obligated NNP and AV Homes to provide land for the first fire station that would be valued at \$80,000.00 per acre and funding for the construction of the fire station that would be capped at \$5,420,000.00. The value of the land conveyed to the City as well as the funding for the construction of the fire station would subsequently be reimbursed through giving NNP and AV Homes credits towards the payment of fire impact fees within Estrella.

The City, NNP and AV Homes subsequently entered into the First Amendment to the Development and Fire Services Agreement on January 23, 2017 to change the expected locations of the fire stations as well as the location of the first fire station that would be constructed. The City, NNP and AV Homes then entered into the Second Amendment to the Development and Fire Services Agreement on May 23, 2018, to modify again the locations of the fire stations as well as the location of the first station to be constructed. Per the Second Amendment to the Development and Fire Services Agreement the City, NNP and AV Homes agreed that the first fire station would be constructed on Willis Road east of Rainbow Valley Road, this station was named Fire Station 186. Construction of Fire Station 186 began in March 2020 with a budget of \$9,093,000.00; the station was completed in December 2020.

NNP and AV Homes provided funding and land for the construction of Fire Station 186, totaling \$5,985,026.11. However, \$177,000 was used for design work that became unusable and the parties agreed that this portion of the funding would not be reimbursable to NNP and AV Homes. The City, NNP and AV homes agreed that \$5,808,026.11 would be reimbursable.

The City, NNP and AV Homes now wish to modify the agreement to allow the City to reimburse NNP and AV Homes by paying NNP and AV Homes the fire impact fees collected by the City in the south area rather than the City issuing a credit towards the payment of fire impact fees. This reimbursement process is consistent with other agreements the City has entered into with NNP.

Prior to fiscal year 2022, the City had collected \$1,243,154.04 in south area fire impact fees, upon approval of the agreement these previously collected fees would be immediately reimbursed to NNP and AV Homes. Beginning in fiscal year 2022, the City would reimburse 100% of the fire impact fees collected in the south area to NNP and AV Homes at the end of each calendar quarter until NNP and AV Homes is reimbursed a total of \$5,808,026.11.

Attachments

Final Third Amendment to Fire Services Agreement
Resolution

When recorded, return to:

City of Goodyear
190 N. Litchfield Road
Goodyear, Arizona 85339
Attn: City Clerk

THIRD AMENDMENT
TO
DEVELOPMENT AND FIRE SERVICES AGREEMENT

This Third Amendment to Development and Fire Services Agreement (this “**Third Amendment**”) is entered into as of _____, 2021 by and among the City of Goodyear, Arizona, an Arizona municipal corporation (the “**City**”), NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company (“**NNP**”), and AV Homes of Arizona, LLC, an Arizona limited liability company (“**AV Homes**”), as successor-in-interest to JCH Estrella LLC, successor-in-interest to TOUSA Homes Inc., a Florida corporation (“**TOUSA**”). NNP and AV Homes are collectively referred to herein as the “**Developer**”. The City, NNP and AV Homes are collectively referred to herein as the “**Parties**”.

RECITALS

WHEREAS, the City, NNP and TOUSA previously entered into that certain Development and Fire Services Agreement dated May 22, 2006 and recorded as Instrument No. 2006-0731018 in the official records of Maricopa County, Arizona (the “**Original Agreement**”) for the purpose of funding the construction and operation of two fire stations (referred to as the 804 Station and the 801 Station) to provide service to areas then being developed by NNP and TOUSA within the master-planned community known as Estrella; and

WHEREAS, the City, NNP and AV Homes subsequently entered into the First Amendment to the Development and Fire Services Agreement dated January 23, 2017 and recorded as Instrument No. 2017-0077329 in the official records of Maricopa County, Arizona (the “**First Amendment**”), and the Second Amendment to the Development and Fire Services Agreement dated May 23, 2018 and recorded as Instrument No. 2018-0395674 in the official records of Maricopa County, Arizona (the “**Second Amendment**”), to modify the Original Agreement (the Original Agreement, as modified by the First Amendment and the Second Amendment, is referred to herein as the “**Agreement**”); and

WHEREAS, the City has collected certain impact fees that were designated for or otherwise required to be used for the design, construction, equipping, and/or installation of the 804 Station; and

WHEREAS, the Parties mutually agree to amend the Agreement as follows:

AGREEMENT

For good and valuable consideration, the receipt and adequacy of which is mutually acknowledged, the Parties agree to modify the **Agreement** as follows:

- I. Section 3 of the **Agreement** is hereby replaced in its entirety as follows (and, for avoidance of doubt, the “effective date of this Third Amendment” referenced below means the effective date of this Third Amendment):

Reimbursement of Funding. Subject to any existing agreements, the City shall require all applicable surcharges, impact fees, exactions and impositions of any kind, now or hereafter imposed by City for the provision of firefighting and emergency medical services (“Fire Impact Fees”), to be paid at the rate prevailing when permits are issued by the City for the development of any property located south of the Gila River (the “Available Fire Impact Fees”). The City shall make payments to Developer which, in the aggregate, equal the amount of the Capital Funding, less the \$177,000.00 referenced in Section 2., A., 1. of this Agreement (such net amount, the “Developer Reimbursement Amount”), as reimbursement to Developer of the portion of the Capital Funding paid by Developer that is eligible for reimbursement pursuant to this Agreement. The Parties acknowledge and agree that the total amount of the Capital Funding is \$5,985,026.11 and, therefore, the Developer Reimbursement Amount is \$5,808,026.11. Prior to July 1, 2021, the City collected Available Fire Impact Fees in the total amount of \$1,243,154.04 that were designated for, or otherwise required to be used for the design, construction, equipping, and/or installation of the 804 Station (the “Previously Collected Available Fire Impact Fees”). Within thirty (30) days following the effective date of this Third Amendment, the City shall pay to Developer the Previously Collected Available Fire Impact Fees. Also within thirty (30) days following the effective date of this Third Amendment, the City shall pay to Developer one-hundred percent (100%) of the total amount of all Available Fire Impact Fees collected by the City during the calendar quarter from July 1, 2021 through September 30, 2021. Thereafter and reoccurring within the first thirty (30) days of each calendar quarter, the City shall pay to Developer one-hundred percent (100%) of the total amount of all Available Fire Impact Fees collected by the City during the previous calendar quarter. Such quarterly payments shall continue until the sum of such quarterly payments, together with the amount of the Previously Collected Available Fire Impact Fees paid to Developer, equals the Developer Reimbursement Amount. The City shall not retain or pay to any other party any portion of the Available Fire Impact Fees collected by the City until after the City pays to Developer the full Developer Reimbursement Amount. The City agrees to adjust the amount of Fire Impact Fees whenever it adjusts its other non-utility development fees, and to the extent permitted by law, the City agrees to collect Available Fire Impact Fees until Developer has been fully reimbursed the Developer Reimbursement Amount. The City shall pay to NNP 64.02% and to AV Homes 35.98% of each payment required to be paid by the City to Developer under this Section 3.

- II. Notices. The address set forth in Section 13 of the **Agreement** for copies of noticed delivered to NNP is hereby deleted and replaced with the following:

Greenberg Traurig, LLP
2375 E. Camelback Rd., Suite 800
Phoenix, Arizona 85016
Attn: Stanton E. Johnson, Esq.

- III. Except as expressly provided herein, the terms and provisions of the **Agreement** are hereby reaffirmed and remain in full force and effect.

[SIGNATURE PAGES FOLLOW.]

NNP III-Estrella Mountain Ranch, LLC,
a Delaware limited liability company

By: _____
William M. Olson, Senior Vice President

STATE OF ARIZONA)
) ss
County of Maricopa)

This instrument was acknowledged before me this ____ day of _____,
2021, by William M. Olson, Senior Vice President of NNP III-Estrella Mountain Ranch,
LLC, a Delaware limited liability company, on behalf of said company.

Notary Public

My Commission Expires:

AV Homes of Arizona, LLC, an Arizona limited liability company

By: _____

Name: _____

Its: _____

STATE OF _____)
County of _____) ss

This instrument was acknowledged before me this ____ day of _____, 2021, by _____, _____ of AV Homes of Arizona, LLC, an Arizona limited liability company, on behalf thereof.

Notary Public

My Commission Expires:

City of Goodyear, Arizona,
an Arizona municipal corporation

By: _____
Julie Karins, City Manager

Date: _____

STATE OF _____)
County of _____) ss

This instrument was acknowledged before me this ____ day of _____, 2021, by Julie Karins, City Manager of the City of Goodyear, Arizona an Arizona municipal corporation, on behalf thereof.

Notary Public

My Commission Expires:

Attest:

By: _____
Darcie McCracken, City Clerk

Date: _____

Approved as to Form:

By: _____
Roric Massey, City Attorney

Date: _____

RESOLUTION NO. 2021-2182

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE THIRD AMENDMENT TO DEVELOPMENT AND FIRE SERVICES AGREEMENT; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Goodyear, NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and TOUSA Homes Inc., a Florida corporation previously entered into that certain Development and Fire Services Agreement dated May 22, 2006 and recorded as Instrument No. 2006-0731018 in the official records of Maricopa County, Arizona; and

WHEREAS, the purpose of the Development and Fire Services Agreement was to fund the construction and operation of a fire station that would provide service to areas then being developed within the master-planned community known as Estrella; and

WHEREAS, AV Homes of Arizona, LLC, an Arizona limited liability company became the successor-in-interest to JCH Estrella LLC, which was the successor-in-interest to TOUSA Homes Inc., a Florida corporation; and

WHEREAS, the City of Goodyear, NNP III – Estrella Mountain Ranch, LLC, and AV Homes of Arizona, LLC, subsequently entered into the First Amendment to the Development and Fire Services Agreement dated January 23, 2017 and recorded as Instrument No. 2017-0077329 in the official records of Maricopa County, Arizona, and the Second Amendment to the Development and Fire Services Agreement dated May 23, 2018 and recorded as Instrument No. 2018-0395674 in the official records of Maricopa County, Arizona; and

WHEREAS, NNP III – Estrella Mountain Ranch, LLC, and AV Homes of Arizona, LLC contributed Capital Funding totaling \$5,985,026.11, which included 4.05 acres of land to construct the fire station and was valued at \$80,000 per acre and additional Capital Funding totaling \$5,661,026.11; and

WHEREAS, NNP III – Estrella Mountain Ranch, LLC, and AV Homes of Arizona, LLC acknowledge that it waived any claim to \$177,000.00 of the Capital Funding payment because such amount was spent on the initial design work for the station that was unusable; and

WHEREAS, the City of Goodyear, NNP III – Estrella Mountain Ranch, LLC, and AV Homes of Arizona, LLC acknowledge and agree that the total amount of the Capital Funding that is reimbursable is \$5,808,026.11; and

WHEREAS, the First Amendment to the Development and Fire Services Agreement established that the City would provide credits equal to the Capital Funding to Developer against any Impact Fees that are imposed by City for the provision of firefighting and emergency medical services; and

WHEREAS, The City of Goodyear, NNP III – Estrella Mountain Ranch, LLC, and AV Homes of Arizona, LLC wish to forgo issuing credits totaling the Capital Funding and modify the Development and Fire Services Agreement to allow for the Capital Funding to be reimbursed through the payment of the total amount of all South Area Fire Impact Fees collected by the City during the previous calendar quarter; and

WHEREAS, the City has collected \$1,243,154.04 in south area fire impact fees that were designated for, or otherwise required to be used for the design, construction, equipping, and installation of the fire station that will be reimbursed within 30 days of the effective date of the Third Amendment to Development and Fire Services Agreement; and

WHEREAS, the proposed Third Amendment to Development and Fire Services Agreement is intended to be a development agreement pursuant to A.R.S. § 9-500.05;

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Third Amendment to Development and Fire Services Agreement by and between NNP III – Estrella Mountain Ranch, LLC, a Delaware limited liability company and AV Homes of Arizona, LLC, an Arizona limited liability company and the City of Goodyear, an Arizona municipal corporation attached hereto as Exhibit A (the “Development Agreement”), which is intended to be a development agreement pursuant to A.R.S. § 9-500.05

SECTION 2. The City Manager is hereby authorized and directed to execute the Development Agreement attached hereto as Exhibit A and the City Manager or his/her designee is hereby authorized and directed to take any and all actions and to execute any and all documents necessary to carry out the intent of this Resolution and the terms of this Development Agreement.

SECTION 3. This Resolution shall become effective as provided by law.

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

Georgia Lord, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney