



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, July 11, 2022
6:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

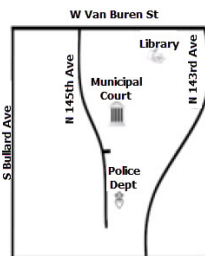
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray



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

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER KAINO

APPOINTMENTS

1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

Recommendation

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

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special and Regular Meetings held on June 27, 2022. (Darcie McCracken, City Clerk)

3. AMEND THE GENERAL PLAN COMMITTEE BY-LAWS

Recommendation

Amend the 2022 General Plan Committee By-Laws and update the terms of the members appointed to the General Plan Committee to end upon referral of the General Plan to the voters. (Darcie McCracken, City Clerk)

4. PERMANENT EXTENSION OF PREMISES FOR THE CANTINA AT PRESIDIO

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of a permanent extension of premises/patio permit request for liquor license #012070012124, submitted by Deborah Huyer, licensee for Cantina at Presidio, located at 18209 W. Calistoga Dr., Goodyear, Arizona, 85338. (Generally located north of the northeast corner of Calistoga Drive and West Galveston Street in Estrella). (Darcie McCracken, City Clerk)

5. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BJ'S RESTAURANT & BREWHOUSE**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 197154, a request by April Risa Hirschi, agent for BJ'S Restaurant & Brewhouse, for a New Series 12 liquor license. BJ'S Restaurant & Brewhouse is located at 14950 W. McDowell Rd., Goodyear, Arizona 85395, generally located on the Northeast corner of 150th Drive and McDowell Road. (Darcie McCracken, City Clerk)

6. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR EL TATAKI SUSHI FUSION EXPRESS**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 198840, a request by Manuel De Jesus Herrera Jr., agent/applicant for El Tataki Sushi Fusion Express, for a new Series 12 liquor license. El Tataki Sushi Fusion Express is located at 790 N. Estrella Parkway #D & #E., Goodyear, AZ 85338 generally located on the southwest corner of Estrella Parkway and Roosevelt. (Darcie McCracken, City Clerk)

7. **APPROVE BUDGET TRANSFERS**

Recommendation

Approve budget transfers. (Doug Sandstrom, Finance Director)

8. **CREATE CIP PROJECT 60108 FOR FIRE STATION 183 DIESEL TANK REPLACEMENT AND AUTHORIZE RELATED BUDGET AMENDMENTS**

Recommendation

Approve the creation of CIP project 60108 for Fire Station 183 Diesel Tank Replacement and authorize related budget amendments. (Javier Setovich, Public Works Director)

9. **UPDATE TO THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN**

Recommendation

ADOPT RESOLUTION NO. 2022-2254 APPROVING AND ADOPTING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN DATED FEBRUARY 2022. (Christine McMurdy, Project Management Coordinator)

10. **APPROVE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR GOODYEAR POLICE DEPARTMENT STATE FARM STADIUM OFF DUTY SERVICES**

Recommendation

Approve and authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety (DPS) and the city of Goodyear for Goodyear police officers to work off-duty at events occurring at State Farm Stadium. (Santiago Rodriguez, Chief of Police)

11. **CREATE CIP PROJECT 60086 FOR THE MUNICIPAL OPERATIONS CENTER DRIVEWAY AND AUTHORIZE RELATED FY2023 BUDGET AMENDMENTS**

Recommendation

Approve the creation of CIP project 60086 to complete an access driveway to the surface water treatment facility and the west side of the Municipal Operations Center, and authorize related budget amendments. (Barbara Chappell, Deputy Public Works Director)

12. **ACCEPTANCE OF A SPECIAL WARRANTY DEED RELATED TO THE SENDERO LIFT STATION SITE**

Recommendation

Accept the Special Warranty Deed for the Sendero Lift Station from Estrella North LLC, a Delaware limited liability company. (Linda Beals, Real Estate Coordinator)

13. **MAP OF DEDICATION FOR W. ARDMORE ROAD**

Recommendation

Approve the Map of Dedication for W Ardmore Road, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

14. **MAP OF DEDICATION FOR SOUTH SENDERO DRIVE PHASE 3**

Recommendation

Approve the Map of Dedication for South Sendero Drive - Phase 3, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

15. **FINAL PLATS OF ESTRELLA PARCELS 11.E, 11.F1, 11.I1, AND 11.I2**

Recommendation

Approve the Final Plat for Estrella Parcel 11.E, the Final Plat for Estrella Parcel 11.F1, the Final Plat for Estrella Parcel 11.I1 and the Final Plat for 11.I2 (collectively the "Community 11 Final Plats") subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

BUSINESS

16. **APPROVE AMENDMENT 11 TO THE IGA BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE CONTINUED PROVISION OF TRANSIT SERVICES**

Recommendation

Authorize the City Manager to approve Transit Services Amendment 11 between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services in Goodyear and related FY2023 budget transfer. (Christine McMurdy, Project Management Coordinator)

17. **GOODYEAR COVID RESPONSE SMALL BUSINESS ASSISTANCE PROGRAMS DISCUSSION**

Recommendation

Approve changes as recommended for the Small Business Relief Grant program and the Small Business Technical Assistance program and approve necessary budget transfers related to the Goodyear COVID Response funds. (Darah Mann, Economic Development Project Manager)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

July 18, 2022

Regular Meeting

6:00 p.m.

ADJOURNMENT

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

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria

Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

POSTING VERIFICATION

This agenda was posted on July 6, 2022 at 3:27 p.m. by VM.

ITEM #: 1.
DATE: 07/11/2022
AI #:997



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

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

Recommendation

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

FISCAL IMPACT

There is no direct budget impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on June 27, 2022. After review of the applications and interviews for new appointments, the Subcommittee recommends the following appointments:

General Plan Committee: All members are New Appointments and will serve until the General Plan has been referred to the voters of Goodyear.

Name	Start
Gregory Brown	July 12, 2022
Daniel Grimwood	July 12, 2022
Richard Lockett	July 12, 2022
Jeremiah Smith, First Alternate	July 12, 2022
Elena Ross, Second Alternate	July 12, 2022

Judicial Advisory Committee:

Name		Start	Expires
Ed Hopler, Alternate	Reappointment	September 15, 2022	September 14, 2024

Hilary Weinberg	Reappointment	September 15, 2022	September 14, 2024
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Youth Commission:

Name		Start	Expires
Lucy Castro	Reappointment	July 12, 2022	June 30, 2024
Ivan Diaz	Reappointment	July 12, 2022	June 30, 2024
Marissa Kutt	Reappointment	July 12, 2022	June 30, 2024
Paloma Sanchez	Reappointment	July 12, 2022	June 30, 2024
Emily Shanafelt	Reappointment	July 12, 2022	June 30, 2023
Alan Torres	Reappointment	July 12, 2022	June 30, 2024
Alanah Doyle	Appointment	July 12, 2022	June 30, 2024
Mia Doyle	Appointment	July 12, 2022	June 30, 2023
Robert Garcia	Appointment	July 12, 2022	June 30, 2023
Michaela Grumbling	Appointment	July 12, 2022	June 30, 2024
Kaleigh Guajardo	Appointment	July 12, 2022	June 30, 2024
Lex Landefeld	Appointment	July 12, 2022	June 30, 2023
Lucas Hamblin	Appointment	July 12, 2022	June 30, 2024
Rory Readinger	Appointment	July 12, 2022	June 30, 2024

STAFF ANALYSIS

ITEM #: 2.
DATE: 07/11/2022
AI #:747



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special and Regular Meetings held on June 27, 2022.
(Darcie McCracken, City Clerk)

Attachments

June 27, 2022 Special Meeting Draft Minutes
June 27, 2022 Regular Meeting Draft Minutes

City Council Special Meeting

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



Monday, June 27, 2022

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 5:00 p.m.

ROLL CALL

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

Absent: **Councilmember Patrick Bray**

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

Present:

[Councilmember Campbell joined the meeting at 5:01 p.m.]

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to EXCUSE Councilmember Bray. The motion carried as follows:

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

Passed - Unanimously

BUSINESS

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

1. Pursuant to A.R.S. 38-431.03(A)(3)& (4): Consultation with the City Attorney and City Manager to receive legal advice and to consider its position and instruct its attorneys regarding the public body's position in matters subject to pending or contemplated litigation or in settlement discussions conducted to avoid or resolve litigation related to the matter of Mattie v. City of Goodyear.

2. Pursuant to A.R.S. 38-431.03(A)(3)& (4): Consultation with the City Attorney and City Manager to receive legal advice and to consider its position and instruct its attorneys regarding the public body's position in matters subject to pending or contemplated litigation or in settlement discussions conducted to avoid or resolve litigation related to the matter of Braughton v. City of Goodyear.
3. Pursuant to A.R.S. § 38-431.03(A)(1): Discussion with the City Attorney regarding his annual performance evaluation.

City Council convened into the Executive Session at 5:01 p.m.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Laura Kaino to CONVENE an Executive Session. The motion carried by the following vote:

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

Passed - Unanimously

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:47 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:47 p.m.

CONTINUATION OF BUSINESS

4. Council may consider for possible action adjustments to the City Attorney's compensation.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Wally Campbell to increase the salary of the City Attorney by 7.5% in accordance with the pay raise given to all city employees in this next fiscal year. The motion carried as follows:

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

Passed - Unanimously

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:48 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on June 27, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022.

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, June 27, 2022

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:05 p.m.

ROLL CALL

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

Absent: **Councilmember Patrick Bray**

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

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Bill Stipp to EXCUSE Councilmember Bray. The motion carried by the following vote:

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

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER STIPP

APPOINTMENTS

1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

City Clerk Darcie McCracken administered the oath of office to the board and commission members in attendance appointed to the Judicial Advisory Committee and to the General Plan Committee.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to APPROVE the appointments to Boards, Commissions and Committees. The motion carried by the following vote:

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

Passed - Unanimously

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Bryan Trujillo, Goodyear resident, expressed concern about the change in hours at the Youth Center in the Goodyear Recreation Campus and requested that the hours be changed to allow children of all ages during the summer.

CONSENT

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

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special Meeting and the Regular Meeting held on June 6, 2022 and the Special Meeting held on June 17, 2022. (Darcie McCracken, City Clerk)

3. LEASE AGREEMENT FOR FIRE STATION 187 (MOBILE)

Recommendation

Approve a Lease Agreement with ARCUS Private Capital Solutions, LLC for Fire Station 187. (Linda Beals, Real Estate Coordinator)

4. APPROVE EXPENDITURE OF FUNDS UP TO \$2,228,900 FOR LITCHFIELD ROAD WATERLINE AND RELATED BUDGET AMENDMENTS

Recommendation

Approve increased expenditure of funds up to \$2,228,900 for construction of new water main in Litchfield Road between Yuma Road and Van Buren Street (Project 60045) and related budget amendments. (Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager)

5. **SARIVAL AVENUE & HARRISON STREET TRAFFIC SIGNAL IMPROVEMENTS**

Recommendation

Approve expenditure of funds in the amount of \$592,400 for the construction of traffic signal improvements at Sarival Avenue & Harrison Street. (Hugh Bigalk, P.E., City Traffic Engineer)

6. **REVISIONS TO THE BUDGET AMENDMENT POLICY TO IMPROVE CLARITY ON THE USE OF GENERAL FUND CONTINGENCIES**

Recommendation

ADOPT RESOLUTION NO. 2022-2256 ADOPTING AND APPROVING THE BUDGET AMENDMENT POLICY BY THE CITY OF GOODYEAR. (Ryan Bittle, Finance Manager - Budget & Research)

PUBLIC HEARINGS

7. **SPECIAL USE PERMIT FOR DESERT SPRINGS COMMUNITY CHURCH**

Mayor Pizzillo opened the Public Hearing at 6:15 p.m.

Development Services Director Christopher Baker introduced Assistant Planner Guadalupe Ortiz Cortez.

Assistant Planner Guadalupe Ortiz Cortez presented a special use permit request for the Desert Springs Community Church located within the Palm Valley Phase 3B Planned Area Development (PAD) on the northwest corner of Indian School Road and 144th Avenue. Ms. Ortiz Cortez discussed the approval history for the property, reviewed the conceptual site plan and explained that the project is proposed to be completed in two phases. Phase 1 will include the expansion of the existing building and Phase 2 will include the completion of a new auditorium and the construction of a 34-foot tower.

Ms. Ortiz Cortez further reviewed the conceptual landscape plan and the conceptual elevations for the proposed auditorium. She relayed that the residents expressed concern with the height of the proposed auditorium, proximity of the auditorium to adjacent residential properties, the unknown timeframe for the construction, property values, obstruction of views, noise, and reduction of green space.

Ken Creasy, Goodyear resident, spoke in opposition and expressed several concerns related to the construction of the auditorium.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:30 p.m.

Council expressed concerns about the height of the auditorium and its proximity to the adjacent neighborhood.

A discussion ensued related to the landscaping buffers, lighting, and building height.

Council requested that the applicant continue to work with the adjacent neighborhood regarding their concerns throughout the construction phases.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Laura Kaino to APPROVE a request for a Special Use Permit to allow a building expansion and new auditorium for Desert Springs Community Church on approximately 8.5 acres in Phase 3B of the Palm Valley Planned Area Development (PAD) District at 14440 W. Indian School Road (Tract B of Palm Valley Phase 3B) subject to stipulations. The motion carried by the following vote:

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

Passed - Unanimously

8. SPECIAL USE PERMIT FOR THE HOPE ASSEMBLY CHURCH

Mayor Pizzillo opened the Public Hearing at 6:54 p.m.

Planning Manager Steve Careccia presented a request for a special use permit for Hope Assembly Church located at the northeast corner of 137th Avenue and Auto Drive. Mr. Careccia reviewed the background of the property and the policies regarding churches and special uses. He explained that the applicant is requesting a special use permit for a church within an existing building. He added that all modifications would take place to the interior of the building as the site is fully improved.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:59 p.m.

Council welcomed Hope Assembly Church to the city of Goodyear.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE the request for a Special Use Permit for a church proposed within an existing building on property within the Palm Valley Crossing PAD, subject to stipulations. The motion carried by the following vote:

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

Passed - Unanimously

9. ZONING ORDINANCE TEXT AMENDMENT FOR DRIVE-THROUGH RESTAURANTS

Mayor Pizzillo opened the Public Hearing at 7:01 p.m.

Planning Manager Steve Careccia presented a zoning ordinance text amendment for drive-through restaurants. Mr. Careccia explained the background and purpose of drive-through text amendment adding that the amendment was initiated based on Council direction. Mr. Careccia discussed the amendments noting that the amendment would allow a business to not get a use permit for certain drive-through restaurants when the restaurant is more than 500 feet from residential. He also explained that the definitions were modified and established specific development standards for drive-through restaurants.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 7:11 p.m.

Council thanked staff for working with the development community and end users to come up with a mutual agreement.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2227 DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED “ZONING ORDINANCE TEXT AMENDMENT TO ARTICLES 2-2, 3 AND 4.” The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Bill Stipp to ADOPT ORDINANCE NO. 2022-1534 AMENDING ARTICLE 2-2 (DEFINITIONS), SECTION 3-3-2 (C-1 NEIGHBORHOOD COMMERCIAL DISTRICT), SECTION 3-3-3 (C-2 GENERAL COMMERCIAL DISTRICT), SECTION 3-3-6 (COMMERCIAL DISTRICT STANDARDS) AND ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) OF THE GOODYEAR ZONING ORDINANCE; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried by the following vote:

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

Passed - Unanimously

BUSINESS

10. FY2022-2023 COMMUNITY FUNDING RECOMMENDATIONS

Grants and Neighborhood Services Supervisor Christina Panaitescu presented the FY2022-2023 Community Funding recommendations. Ms. Panaitescu discussed the program highlights and explained that in the FY2022-2023 budget, \$214,400 was available for community funding and noted that 30 applications were received. She added that a total of \$309,500 was requested from the applications for the upcoming fiscal year. The Community Funding Subcommittee was recommending \$132,400 be disbursed to 18 agencies.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Wally Campbell to APPROVE the recommended allocations for FY2022-2023 Community Funding. The motion carried by the following vote:

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

Passed - Unanimously

11. **SET THE PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2023**

Finance Manager of Budget and Research Ryan Bittle presented the final step of the FY2023 budget process which is the adoption of the tax levies. Mr. Bittle discussed the public outreach and notification steps. He went on to review the amount of the property tax levy being proposed for both primary and secondary property taxes. He added that the secondary property tax was used to pay for general obligation debt service. Mr. Bittle noted that the levy amounts combined would have an estimated property tax of \$1.7350 per \$100 of assessed valuation.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2022-1547 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND PREEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE 2023. (AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE). The motion carried by the following vote:

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

Passed - Unanimously

INFORMATION ITEMS

Councilmember Stipp relayed that he is now serving as Vice Chair of Valley Metro.

Council requested that the short-term rental ordinance be brought back to Council for consideration.

Council thanked Governmental Relations Manager Ginna Carico for her work at the Legislature during the legislative session.

FUTURE MEETINGS

July 11, 2022

Regular Meeting

6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:28 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on June 27, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 07/11/2022
AI #:992



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND THE GENERAL PLAN COMMITTEE BY-LAWS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Christopher Baker, Development Service Director

SUMMARY

Amend the By-Laws for the General Plan Committee.

Recommendation

Amend the 2022 General Plan Committee By-Laws and update the terms of the members appointed to the General Plan Committee to end upon referral of the General Plan to the voters. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no fiscal impact to this Council action.

BACKGROUND AND PREVIOUS ACTIONS

City Council adopted Resolution No. 2022-2240 establishing the General Plan Committee. At the same meeting, April 18, 2022, Council adopted By-Laws for the Committee. After additional discussions, it was determined that the members of the Committee would serve until the City Council refers the General Plan to the voters (page 1 of the By-Laws). Additionally, after working through the steps to appoint members, it was determined that Council should have the ability to recommend the appointment of an Ex-Officio member. The recommendation is to add on page 2, "Section 4(D) An Ex-Officio Member: Council may appoint an Ex-Officio member. The Ex-Officio member shall act in an advisory capacity to the Committee and shall not be a voting member."

To comply with the Citizen Committee Appointment Process previously adopted by Council, Article IV, Section 5(E) on page 3, should be amended to "not be voting members on more than two boards, commissions or committee".

STAFF ANALYSIS

The changes recommended for the General Plan Committee By-Laws will allow staff to provide additional information to the committee, be in tandem with other previously approved Council documents and terminate the Committee upon referral of the General Plan to the voters.

The General Plan Committee is just one opportunity for the public to engage on the General Plan. In the coming months, there will be multiple additional opportunities for the citizenry to offer their input.

Attachments

Draft Amended General Plan By-Laws

**CITY OF GOODYEAR
GENERAL PLAN UPDATE
GENERAL PLAN COMMITTEE BY-LAWS**

Article I – Name

The General Plan Committee, herein after referred to as the “Committee”, is an ad-hoc committee of the Goodyear City Council established by Resolution No. 2022-2240.

Article II – Term of the Committee

The Committee is an ad-hoc committee and shall be in existence for the duration of the General Plan update project. The Committee shall automatically cease upon vote of the City Council referring the General Plan to voters of the City of Goodyear.

Article III – Powers and Duties

The Committee is an advisory body to City staff, the Planning and Zoning Commission, and the City Council on matters relating to the creation of the Goodyear General Plan. Its powers are advisory only unless additional powers and authority are provided by Resolution, Ordinance or state or federal law or regulation. The powers and duties of the Committee shall include:

- A. Seek out and promote opportunities for public involvement in the General Plan update;
- B. Review the vision statement from the Goodyear 2025 General Plan and recommend updates and revisions as necessary to reflect the changes to and growth of the City.
- C. Develop, review, and recommend goals and objectives that should be incorporated in the Goodyear General Plan.
- D. Develop, review, and recommend the required plan elements including maps, plans, charts, and figures.
- E. Identify potential action items to implement the Goodyear General Plan.
- F. Recommend a draft Goodyear General Plan to be distributed to the public for 60-day review.
- G. Receive and respond to comments from the general public on the Goodyear General Plan.
- H. Recommend a draft Goodyear General Plan to be forwarded to the Planning and Zoning Commission for review and recommendation.

- I. Participate in presentations to the Planning and Zoning Commission and the City Council.
- J. Any other actions consistent with the provisions of these By-Laws.
- K. Any other actions consistent with the requirements for the preparation, and adoption, of general plans as set forth in A.R.S. §§ 9-461.05 - 9-461.06.

Article IV – Membership

- Section 1: Number of Members. No more than 15 members shall be appointed to the Committee. The total number of appointed members shall be an odd number. All appointed members shall be voting members. Up to two alternates may be appointed to the Committee. Alternates may participate in all discussion of the Committee but shall not be voting members unless they are appointed to fill a vacancy.
- Section 2: Terms of Office. The terms of the Committee members shall be the duration of the Committee's existence.
- Section 3: Selection. All members of the Committee shall be appointed by the City Council. Public notice of all Committee openings will be given following the City of Goodyear Boards, Commissions and Committees Reference Handbook. Candidates shall submit a completed application to the City in order to be considered for appointment. Qualified candidates may be interviewed by the Council Subcommittee for Boards, Commissions and Committee Appointments.
- Section 4: Composition. The Committee shall consist of members who meet the qualifications set forth in Article IV, Section 5 below and the composition of the Committee shall meet the following requirements:
- A. To the extent possible, reflect the geographic distribution and demographic characteristics of the population of Goodyear; and
 - B. At least 12 of the members appointed to the Committee must be Goodyear residents and must have resided in Goodyear for at least one year prior to appointment; and
 - C. Up to three of the members appointed to the Committee may be non-residents of Goodyear that meet one of the requirements for non-residents set forth in Article IV, Section 5(B)
 - D. Ex-Officio Member: Council may appoint an Ex-Officio member. The Ex Officio member shall act in an advisory capacity to the Committee and shall not be a voting member.

Section 5. Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members shall:

- A. be eighteen years of age or older, except one member younger than eighteen years of age may be appointed to the Committee to represent youth in Goodyear; and
- B. be a Goodyear resident for at least one year, except for up to three of the Committee members may be non-residents who meet one of the following criteria:
 - a. own and operate, or represent a corporate entity that owns and operates, a business located within Goodyear; or
 - b. own property within Goodyear or the Goodyear Municipal Planning Area; or
 - c. are selected to represent Luke Air Force Base, the Arizona State Land Department, any school districts operating within Goodyear, or any other governmental entity with operations or activities within Goodyear; or
 - d. reside within the Goodyear Municipal Planning Area and have resided within the Goodyear Municipal Planning Area for at least one year prior to appointment to the Committee.
- C. be registered to vote in Arizona unless the member is under 18 years of age as permitted by Section 5(A) above; and
- D. not be an employee of the City, member of the Planning and Zoning Commission, member of the City Council, or an immediate family member of such persons; and
- E. not be voting members on more than two boards, commissions or committees of the City, excluding any sub-committee and/or ad-hoc committee formed by the Committee hereunder.

Section 6: Officers. The Committee shall include the following officers:

- A. Chair. The Mayor shall appoint a Chair at the time the members of the Committee are appointed. The Chair shall be a Goodyear resident. The term of the Chair shall be the term of the Committee unless the Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office. In the event the Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall

appoint another member of the Committee as Chair. The duties of the Chair shall include:

- a. establishing a regular meeting schedule; and
- b. determining the agenda for meetings after consultation with City staff designated by the Council to assist the Committee with its work; and
- c. presiding over Committee meetings, including deciding upon all points of order and/or procedure; and
- d. appointing board members to serve on sub-committees and ad-hoc committees of the Committee; and
- e. reviewing with department staff the agenda items for future Committee meetings; and
- f. considering other such matters and concerns of the Committee as set forth in these By-Laws or as otherwise directed by the City Council.

B. Vice-Chair. The Mayor shall appoint a Vice-Chair at the time the members of the Committee are appointed. The Vice-Chair shall be a Goodyear resident. The term of the Vice Chair shall be the term of the Committee. In the event the Vice-Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Mayor shall appoint another member of the Committee as Vice-Chair. In addition to such other duties, if any, as may evolve upon the Vice-Chair by virtue of the office, or as assigned by the Chair, the Vice-Chair shall preside over meeting of the Committee and shall perform the duties of the Chair in the absence of the Chair.

C. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.

D. Secretary. The City of Goodyear Director of Development Services or his/her designee (the "Development Services Director") shall appoint a staff member of the Development Services Department to serve as Secretary and staff to the Committee and any sub-committees or ad-hoc committees formed by the Committee. The duties of the Secretary shall include:

- a. preparing agendas for each meeting of the Committee and any sub-committee or ad-hoc committee formed by the Committee

that includes the various matters of business to be considered;
and

- b. ensuring that copies of agendas are duly posted in accordance with Arizona's open meeting laws, as they may be amended from time to time; and
- c. taking all minutes of all meetings of the Committee and of all meetings of sub-committees and/or ad-hoc committees formed by the Committee, which minutes shall be in summary form; and
- d. except for documents maintained by the City Clerk, maintaining all records and documentation of the Committee and of any sub-committee and/or ad-hoc committees formed by the Committee; and
- e. advising on matters of parliamentary procedures when such issues arise during meetings of the Committee and meetings of any sub-committee and/or ad-hoc committees formed by the Committee.

E. Legal Representation. The City Attorney, or designee, shall provide legal representation and advice to the Committee as necessary.

Section 7: Staff. The Development Services Director, or designee, may designate additional City staff and/or outside consultants to assist the Committee in its work.

Section 8: Vacancies. A vacancy on the Committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by City Council; and/or member's circumstances change so he/she no longer meets the qualifications for membership (for example, a member who met the residency requirements at the time of appointment, moves outside the City; a non-resident member who was appointed because he or she owned property within the City, but sells the property etc.). In the event of a vacancy, the Mayor shall, if available, appoint an alternate Committee member previously approved by the City Council as a member of the Committee provided that the composition of the Committee with the appointed alternate meets the requirements set forth in Article IV, Section 4. If no alternate members approved by Council are available to fill the vacancy, and the Mayor concludes that the vacancy needs to be filled, the vacancy shall be filled by the Mayor. The Mayor shall appoint members from the pool of candidates who submitted completed applications to the City to be considered for an appointment to the Committee when it was formed but who were not appointed to the Committee. The Mayor, in his/her discretion, shall determine whether to

solicit additional candidates to fill a vacancy on the Committee. Qualified candidates may be interviewed by the Mayor.

Section 9: Attendance Policy. Two successive unexcused or unexplained absences or four total absences (excused or otherwise) by a member of the Committee from any regular or special meeting shall be grounds for removal of a member by the City Council without the necessity of a hearing or notice. The Chair shall notify City Council in writing of such a situation and action, if pursued, shall be taken at a City Council meeting. Such action shall be final.

Section 10: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled. A majority vote is required for the adoption or passage of any action or recommendation.

Section 11: Meetings.

- A. The Committee shall hold at least one regular meeting each month, unless it is determined by the Chair that there is no business to transact. Notices of meetings shall be duly posted in accordance with State Law and City Ordinances. In the event a regular meeting is cancelled, notice of such cancelation shall be duly posted in accordance with State Law and City Ordinances.
- B. Meetings of the Committee shall be open to the public and the minutes of the meetings and other official actions shall be filed in the office of the City Clerk as a public record. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any persons on whose behalf he or she is appearing. The Chair may institute time limits for speakers in the interest of meeting management.
- C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.
- D. If the Chair desires to make or second a motion, the Chair must first temporarily relinquish the presiding chair, until the vote on the motion has been taken or until disposition on the motion has been otherwise completed.

Section 12: Order of Business:

- A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.
- B. The Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.
- C. All meetings of the Committee may be recorded by an electronic device. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that he or she consults the Secretary to arrange facilities for such recording prior to the commencement of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 13: Voting and Recommendations.

- A. Any formal recommendations to be forwarded to the Planning and Zoning Commission or City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.
- B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Secretary, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.
- C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.
- D. Proxy voting shall not be permitted. Telephonic or other virtual participation may be permitted at the discretion of the Chair provided there is technology available to allow the public participation by telephone or other virtual means (i.e. a speaker phone is available).

Article V – Sub-Committees

The Committee shall be authorized to establish, by majority vote, such sub-committees and ad-hoc committees, as the Committee deems necessary and appropriate for carryout the Committee's business. Any such sub-committee and/or ad-hoc committee created

shall report to the Committee solely in an advisory committee and shall exist only so long as necessary to fulfill the purposes for which they were created.

Section 1: Selection. Members of sub-committees and/or ad-hoc committees formed by the Committee shall be appointed by the Chair of the Committee. Subject to the requirements of Section 3 herein, the Chair may appoint as members of sub-committees and/or ad-hoc committees: (i) Committee members; (ii) individuals from the pool of candidates who applied to be Committee members but who were not appointed to the Committee; (iii) individuals who submitted completed applications to the City to be considered for an appointment to the specific sub-committee and/or ad-hoc committee formed by the Committee if applications were sought for membership on such sub-committee or ad-hoc committee; and (iv) individuals recommended by the Development Services Director. In the appointment of members to sub-committees and ad-hoc committees, the Chair of the Committee, in his/her discretion, shall determine whether to appoint Committee members, to solicit candidates for a specific sub-committee and/or ad-hoc committee, to draw on the pool of candidates who applied to be on the Committee and/or to appoint individuals recommended by the Development Services Director. Qualified candidates may be interviewed by the Chair.

Section 2: Terms of Office. The terms of the sub-committee and/or ad-hoc committee members shall be the duration of the sub-committee's and/or ad-hoc committee's existence.

Section 3: Qualifications and Composition. Sub-committees and/or ad-hoc committees shall consist of members who meet the qualifications for membership on the Committee set forth in Article IV, Section 5 above and the composition of the of the Committee shall meet the following requirements:

- A. A majority of the members appointed must be Goodyear residents and must have resided in Goodyear for at least one year prior to appointment; and
- B. A minority of the members appointed may be non-residents of Goodyear that meet one of the requirements for non-residents set forth in Article IV, Section 5 above.
- C. The number of Committee members appointed to serve on a sub-committee and/or ad-hoc committee created by the Committee shall be less than a quorum of the Committee. Additionally, the total number of appointed members shall always be an odd number.

Section 4: Officers. The Chair of the Committee shall appoint a Chair and Vice-Chair for each sub-committee and/or ad-hoc committee formed by the

Committee. The term of the Chair and Vice-Chair shall be for the term of the sub-committee and/or ad-hoc committee unless the Chair or Vice-Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office. In the event the Chair and/or Vice-Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for membership and/or is unable to perform the duties of the office, the Chair of the Committee shall appoint another Chair or Vice Chair. The Chair of each sub-committee and/or ad-hoc committee shall perform the same duties for the sub-committee and/or ad-hoc committee as the Chair performs for the Committee. The Vice-Chair of each sub-committee and/or ad-hoc committee shall perform the same duties for the sub-committee and/or ad-hoc committee as the Vice-Chair performs for the Committee. In the absence of the Chair and Vice-Chair the sub-committee and/or ad-hoc committees shall, by majority vote, appoint a member of the sub-committee and/or ad-hoc committee to serve as Chair for the meeting.

Section 5: Vacancies. A vacancy on a sub-committee and/or ad-hoc committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by the Chair of the Committee; and/or member's circumstances change so he or she no longer meets qualifications for membership (for example, a member who met the residency requirements at the time of appointment, moves outside the City; a non-resident member who was appointed because he or she owned property within the City, sells the property etc.). In filling vacancies, the Chair of the Committee shall appoint members from the pool of candidates who submitted completed applications to the City to be considered for an appointment to the Committee when it was formed but who were not appointed to the Committee and/or who submitted completed applications to the City to be considered for an appointment to a sub-committee and/or ad-hoc committee. The Chair of the Committee, in his/her discretion shall determine whether to solicit additional candidates to fill a vacancy. Qualified candidates may be interviewed by the Chair of the Committee.

Section 6: Attendance Policy. One unexcused or unexplained absence or two total excused absences by a member of a sub-committee and/or ad-hoc committee from any regular or special meeting shall be grounds for removal of the Chair of the Committee. The removal of a member of a sub-committee and/or an ad-hoc committee by the Chair of the Committee shall be final.

Section 7: Quorum. A majority of the voting members of the sub-committee and/or ad-hoc committee shall constitute a quorum for transacting business at a meeting of the sub-committee and/or ad-hoc committee. In the absence of a quorum, the sub-committee and/or ad-hoc committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting

begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled.

Section 8: Meetings. Sub-committees and ad-hoc committees formed by the Committee shall hold meetings as the Chair of the sub-committee and/or ad-hoc committees deems necessary.

- A. Notices of meetings shall be duly posted in accordance with State Law and City Ordinances.
- B. Meetings of sub-committees and/or ad-hoc committees shall be open to the public and the minutes of the meetings and other official actions shall be filed in the City Clerk as a public record.
- C. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name and address and the names of any persons on whose behalf he or she is appearing. The Chair may institute time limits for speakers in the interest of meeting management.
- D. The Order of Business for meetings of sub-committees and ad-hoc committees shall be the same as for meetings of the Committee as set forth in Article IV, Section 12 above.
- E. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion
- F. If the Chair desires to make or second a motion, the Chair must first temporarily relinquish the presiding chair, until the vote on the motion has been taken or until disposition on the motion has been otherwise completed.

Section 9: Voting and Recommendations.

- A. All appointed members of sub-committees and/or ad-hoc committees established by the Committee shall be voting members. Any formal recommendations to be forwarded to the Committee for review or approval shall require a majority vote of a quorum of the sub-committee and/or ad-hoc committee. Each member attending shall be entitled to one vote.
- B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Secretary, a roll call vote shall be

taken. Any member of the sub-committee and/or ad-hoc committee may call for a roll call vote in lieu of a voice vote.

- C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.
- D. Proxy voting shall not be permitted. Telephonic or other virtual participation may be permitted at the discretion of the Chair provided there is technology available to allow the public participation by telephone or other virtual means (i.e. a speaker phone is available).

Article VI – Official Records

The official records of the Committee shall include these By-Laws; agendas of the Committee and of any sub-committee and/or ad-hoc committee created by the Committee; and minutes of meetings of the Committee and of any sub-committee and/or ad-hoc committee created by the Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present provided such amendment(s) is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

Section 1: Open Meetings. The Committee and all sub-committees and ad-hoc committees formed by the Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 *et. seq.* Except for Executive Sessions authorized A.R.S. § 38-431.03, all meetings of the Committee and any sub-committees and/or ad-hoc committees formed by the Committee shall be open to the public.

Section 2: Public Records. The Committee and all sub-committees and ad-hoc committees formed by the Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 *et. seq.*

- Section 3: Conflict of Interest. Any member of the Committee and any member of any sub-committee and/or ad-hoc committee formed by the Committee who has a substantial interest, as defined in A.R.S. § 38-502 in the outcome of any matter brought before them shall publically disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.
- Section 4: City Ethic's Policy. All members of the Committee and all members of any sub-committee and/or ad-hoc committee formed by the Committee shall read, sign, and adhere to the City Ethics Policy.
- Section 5: Resignation and Removal. Members of the Committee and members of any sub-committee or ad-hoc committee formed by the Committee may resign at any time by delivering written notice of such resignation to their Chair. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council. Members of any sub-committee and/or ad-hoc committee formed by the Committee may be removed with or without cause by the Chair of the Committee.
- Section 6: Agenda Items. The Mayor may direct the Chair of the Committee to include certain items on a Committee meeting agenda. The Chair of the Committee may direct the Chair of any sub-committee and/or ad-hoc committee formed by the Committee to include certain items on a meeting agenda. Any member may propose items to be included on an agenda for the committee the member serves, which shall be included at the discretion of the Chair of such committee.

ITEM #: 4.
DATE: 07/11/2022
AI #:994



CITY COUNCIL ACTION REPORT

SUBJECT: PERMANENT EXTENSION OF PREMISES FOR THE CANTINA AT PRESIDIO

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

The applicant is requesting a permanent extension of premises/patio permit to add the existing pool area to the premise map that was not originally included.

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of a permanent extension of premises/patio permit request for liquor license #012070012124, submitted by Deborah Huyer, licensee for Cantina at Presidio, located at 18209 W. Calistoga Dr., Goodyear, Arizona, 85338. (Generally located north of the northeast corner of Calistoga Drive and West Galveston Street in Estrella). (Darcie McCracken, City Clerk)

FISCAL IMPACT

Per the Goodyear Municipal User Fee Schedule, a liquor license fee is only charged for new liquor licenses and annual renewals. An extension of premises/patio permit application pertains to current liquor licenses; therefore, no fee is charged. This business will continue to contribute to the tax base of the community.

BACKGROUND AND PREVIOUS ACTIONS

The DLLC issued a Series 12 (Restaurant) liquor license to Cantina at Presidio on September 11, 2020.

The City Clerk's Office received the current application on June 27, 2022. The applicant proposes to extend the premises covered by the license to include the existing pool area to the premise map.

The Police Department and the Development Services Department (Planning and Zoning, Code Compliance and Building Safety) reviewed the application. Any comments received appear below:

Department	Comments
Police	None
Planning and Zoning	None

Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A liquor licensee is required to submit a formal request when they wish to change the physical arrangement of the licensed premises from the diagram on record at the DLLC. Examples include adding a patio, adding a room, or deleting windows, doors, dance floors, etc. Prior to approval, an inspection may be required by the state per A.R.S. § 4-207.01.

There are no licensed childcare facilities or K-12 schools within 300 feet of the location.

Unlike other liquor license applications, an application for an extension of premises/patio permit must be submitted to the local governing board for approval before submitting to the DLLC. After local approval, the DLLC has 45 days to process the permanent change of premises.

The City Council's recommendation of approval, denial or no recommendation will be forwarded to the DLLC for their consideration.

Attachments

Application for Extension of Premises/Patio Permit

ITEM #: 5.
DATE: 07/11/2022
AI #:966



CITY COUNCIL ACTION REPORT

**SUBJECT: RECOMMEND APPROVAL OF A NEW SERIES 12
(RESTAURANT) LIQUOR LICENSE FOR BJ'S RESTAURANT &
BREWHOUSE**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

April Risa Hirschi, Agent

SUMMARY

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

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 197154, a request by April Risa Hirschi, agent for BJ'S Restaurant & Brewhouse, for a New Series 12 liquor license. BJ'S Restaurant & Brewhouse is located at 14950 W. McDowell Rd., Goodyear, Arizona 85395, generally located on the Northeast corner of 150th Drive and McDowell Road. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Ms. Hirschi has applied for a New Series 12 liquor license for BJ'S Restaurant & Brewhouse, which is currently under construction with an anticipated opening date in September 2022. BJ'S Restaurant & Brewhouse will be a full-service restaurant and is the 7th location in Arizona, with the other restaurants located in Chandler, Mesa, Peoria, Phoenix, and the Tucson area.

The City Clerk's Office received the application from the Arizona Department of Liquor Licenses and Control on June 6, 2022. A public notice was posted on the property on June 13, 2022, to comply with Arizona Revised Statutes §4-201(b). No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services

Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment that derives at least forty percent (40%) of its gross revenue from the sale of food. The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. Ms. Hirschi has completed her State training and Certification and stated that the restaurant has an in-depth internal responsible alcohol service program aimed to prevent the sale to minors and over-service of guests. A manager will be present on-site during all business hours. She also stated that their policy is to ask for identification from anyone who appears to be under 30 years of age, and all staff will be trained to understand and follow the guidelines of Arizona liquor license laws to avoid selling alcohol to minors. She added that BJ's Restaurant & Brewhouse has successfully operated over 210 locations in 29 states and look forward to coming to Goodyear, Arizona.

There are no licensed childcare facilities, K-12 schools, or churches within 300 feet of the location.

The City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process

Attachments

DLLC Local Governing Body Report with Menu

Liquor License Evaluation Map

Liquor License within One Mile Report

State of Arizona
Department of Liquor Licenses and Control

Created 06/02/2022 @ 03:00:34 PM

Local Governing Body Report

LICENSE

Number:	Type:	012 RESTAURANT
Name:	BJ'S RESTAURANT & BREWHOUSE	
State:	Pending	
Issue Date:	Expiration Date:	
Original Issue Date:		
Location:	14950 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA	
Mailing Address:		
Phone:	(602)200-7222	
Alt. Phone:		
Email:	ANDREA@LEWKLaw.COM	

AGENT

Name:	APRIL RISA HIRSCHI
Gender:	Female
Correspondence Address:	7755 CENTER AVENUE #300 HUNTINGTON BEACH, CA 92647 USA
Phone:	(488)049-5612
Alt. Phone:	
Email:	AHIRSCHI@BJRESTAURANTS.COM

OWNER

Name:	BJ'S RESTAURANT INC	
Contact Name:	ALEXANDER PUCHNER	
Type:	CORPORATION	
AZ CC File Number:	F09903610	State of Incorporation: CA
Incorporation Date:		
Correspondence Address:	7755 CENTER AVENUE #300 HUNTINGTON BEACH, CA 92647 USA	
Phone:	(714)389-8867	
Alt. Phone:		
Email:	LICENSING@BJRI.COM	

Officers / Stockholders

Name:
THOMAS ALLEN HOUDEK
KENDRA DAWN MILLER
GREGORY STEVEN LEVIN
GREGORY SCOTT LYNDS

Title:
Vice-President
Secretary / EVP
Pres/CEO/DIR
EVP/CDO

% Interest:

BJ'S RESTAURANT INC - EVP/CDO

Name: GREGORY SCOTT LYNDS
Gender: Male
Correspondence Address: 24676 ROYALE RIDGE
LAGUNA NIGUEL, CA 92677
USA
Phone: (520)512-0330
Alt. Phone: (714)801-2499
Email:

BJ'S RESTAURANT INC - Pres/CEO/DIR

Name: GREGORY STEVEN LEVIN
Gender: Male
Correspondence Address: 138 CALLE DE ANDALUCIA
REDONDO BEACH, CA 90277
USA
Phone: (714)500-2672
Alt. Phone:
Email: DCHUN@BJRI.COM

BJ'S RESTAURANT INC - Secretary / EVP

Name: KENDRA DAWN MILLER
Gender: Female
Correspondence Address: 7755 CENTER AVENUE
#300
HUNTINGTON BEACH, CA 92647
USA
Phone: (714)500-2400
Alt. Phone:
Email: LICENSING@BJRI.COM

BJ'S RESTAURANT INC - Vice-President

Name: THOMAS ALLEN HOUDEK
Gender: Male
Correspondence Address: 7755 CENTER AVENUE
#300
HUNTINGTON BEACH, CA 92647
USA
Phone: (714)500-2400
Alt. Phone:
Email: LICENDING@BJRI.COM

MANAGERS

Name: WILLIAM KEVIN PHILLIPS
Gender: Male
Correspondence Address: 6410 E PRINTER UDELL
TUCSON, AZ 85710
USA
Phone: (520)954-6037
Alt. Phone:
Email:

Name: DEYO WILLIAM SWARTZ II
Gender: Male
Correspondence Address: 510 S EXTENSION ROAD
#1049
MESA, AZ 85210
USA
Phone: (520)690-1900
Alt. Phone: (480)332-2294
Email:

Name: JENNIFER ANN JENKINSON
Gender: Female
Correspondence Address: 801 N FEDERAL STREET
#2145
CHANDLER, AZ 85226
USA
Phone: (480)699-6653
Alt. Phone:
Email:

Name: JON ALLEN MAGER
Gender: Male
Correspondence Address: 15214 N 60TH STREET
SCOTTSDALE, AZ 85254
USA
Phone: (480)917-0631
Alt. Phone: (602)595-7671
Email:

Name: JEANNE C DALZELL
Gender: Female
Correspondence Address: 15243 S 47TH STREET
PHOENIX, AZ 85044
USA
Phone: (480)538-0555
Alt. Phone: (602)751-1180
Email:

Name: SCOTT CHRISTOPHER HUBENER
Gender: Male
Correspondence Address: 1753 S EMERSON
MESA, AZ 85210
USA
Phone: (480)917-0631
Alt. Phone: (480)330-6018
Email:

Name: DAVID CHRISTOPHER PREUSS
Gender: Male
Correspondence Address: 2213 W STEED RIDGE
PHOENIX, AZ 85085
USA
Phone: (602)707-0049
Alt. Phone: (623)879-9621
Email:

Name: STEPHANIE DANIA GIULIANO
Gender: Female
Correspondence Address: 13201 S WAKIAL LOOP 3042
PHOENIX, AZ 85044
USA
Phone: (623)261-4838
Alt. Phone: (480)705-9624
Email:

Name: TIMOTHY JAMES FELLOWS
Gender: Male
Correspondence Address: 2848 E ERIE COURT
GILBERT, AZ 85296
USA
Phone: (480)324-1675
Alt. Phone: (480)840-3660
Email:

Name: KATERINA NICOLE CLOW
Gender: Female
Correspondence Address: 3780 S ASHLEY PLACE
CHANDLER, AZ 85286
USA
Phone: (480)324-1675
Alt. Phone: (480)861-4438
Email:

Name: WILLIAM PATRICK OCONNOR
Gender: Male
Correspondence Address: 1981 S TRIANGLE X LANE
TUCSON, AZ 85713
USA
Phone: (520)838-6464
Alt. Phone: (520)730-5804
Email:

Name: MELISSA MEAGHAN WALKER
Gender: Female
Correspondence Address: 1301 W LAMBERT LANE
#4306
ORO VALLEY, AZ 85737
USA
Phone: (520)690-1900
Alt. Phone: (480)772-3391
Email:

Name: GERALD WAYNE SIMMONS
Gender: Male
Correspondence Address: 3636 E INVERNESS AVENUE
#2024
MESA, AZ 85206
USA
Phone: (520)512-0330
Alt. Phone: (916)718-3094
Email:

Name: CARLOS ARAUJO
Gender: Male
Correspondence Address: 786 W LAS LOMITAS ROAD
TUCSON, AZ 85704
USA
Phone: (520)690-1900
Alt. Phone:
Email:

Name: KEVIN ALAN SAUNDERS
Gender: Male
Correspondence Address: 2337 E SKIPPING ROCK WAY
TUCSON, AZ 85737
USA
Phone: (520)690-1900
Alt. Phone: (480)395-5756
Email:

Name: MARK PHILLIP HUTTANUS
Gender: Male
Correspondence Address: 5751 N KOLB ROAD
#28204
TUCSON, AZ 85750
USA
Phone: (520)512-0330
Alt. Phone: (702)743-7612
Email:

Name: APRIL RISA HIRSCHI
Gender: Female
Correspondence Address: 1100 W SARAGOSA STREET
CHANDLER, AZ 85224
USA
Phone: (717)389-8867
Alt. Phone:
Email: LICENSING@BJRI.COM

Name: JESSICA MARIE HAL-BABCOCK
Gender: Female
Correspondence Address: 4542 E GLENHAVEN DRIVE
PHOENIX, AZ 85048
USA
Phone: (623)772-6470
Alt. Phone: (602)214-7662
Email:

APPLICATION INFORMATION

Application Number: 197154
Application Type: New Application *TA*
Created Date: 05/04/2022

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY OWNER
- 3) Is there a penalty if lease is not fulfilled?
No
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Is there a drive through window on the premises?
No

- 7) Does the establishment have a patio?
 Yes
 Is the patio contiguous or non-contiguous (within 30 feet)?
 CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
 Yes
 If yes, what is your estimated completion date?
 AUGUST 2022

12G Restaurant Growler

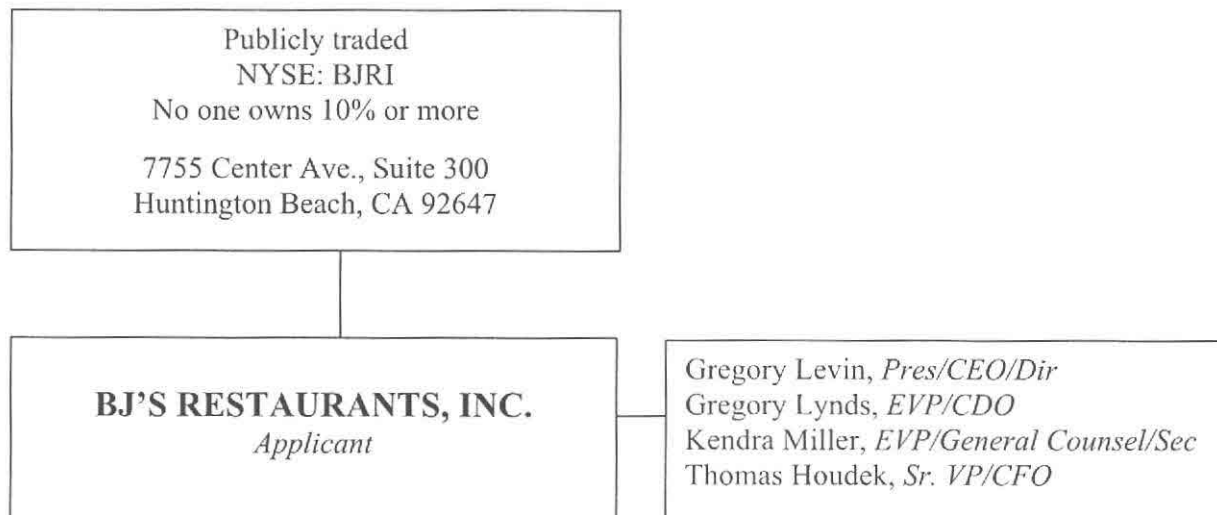
- 1) Have you uploaded a Growler application?
 To obtain a Growler application copy and paste this link into your browser:
http://www.azliquor.gov/forms/lic_12GrowlerApplication.pdf
 Yes
- 2) Provide name, address, and distance of nearest school and church.
 (If less than one (1) mile note footage)
- SCHOOL
 Trivium Preparatory Academy|Great Hearts
 2001 N. Bullard Avenue, Goodyear, AZ 85395
- CHURCH
 Wellspring Church
 2001 N. Bullard Avenue, Goodyear, AZ 85395

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
ORGANIZATIONAL DOCUMENTS	BJ's Restaurants, Inc._Ownership Chart.pdf	05/04/2022
GROWLER APPLICATION	BJ (Gdyr)_Growler App.pdf	05/04/2022
DIAGRAM/FLOOR PLAN	BJ (Gdyr)_Diagram.pdf	05/04/2022
QUESTIONNAIRE	BJ (Gdyr)_Agt April Hirschi (Q+FP).pdf	05/04/2022
MISCELLANEOUS	BJ (Gdyr)_Agt April Hirschi (Citizenship).pdf	05/04/2022
RECORDS REQUIRED FOR AUDIT	BJ (Gdyr)_Audit.pdf	05/04/2022
QUESTIONNAIRE	BJ (Gdyr)_CP Houdek - Q.pdf	05/04/2022
QUESTIONNAIRE	BJ (Gdyr)_CP Levin - Q.pdf	05/04/2022
QUESTIONNAIRE	BJ (Gdyr)_CP Lynds - Q.pdf	05/04/2022
QUESTIONNAIRE	BJ (Gdyr)_CP Miller - Q.pdf	05/04/2022
RESTAURANT OPERATION PLAN	BJ (Gdyr)_ROP.pdf	05/04/2022
MENU	BJ (Gdyr)_Menu.pdf	05/04/2022
	BJs_AzDLLC_Officer updates_FILED May 2 22.pdf	05/20/2022

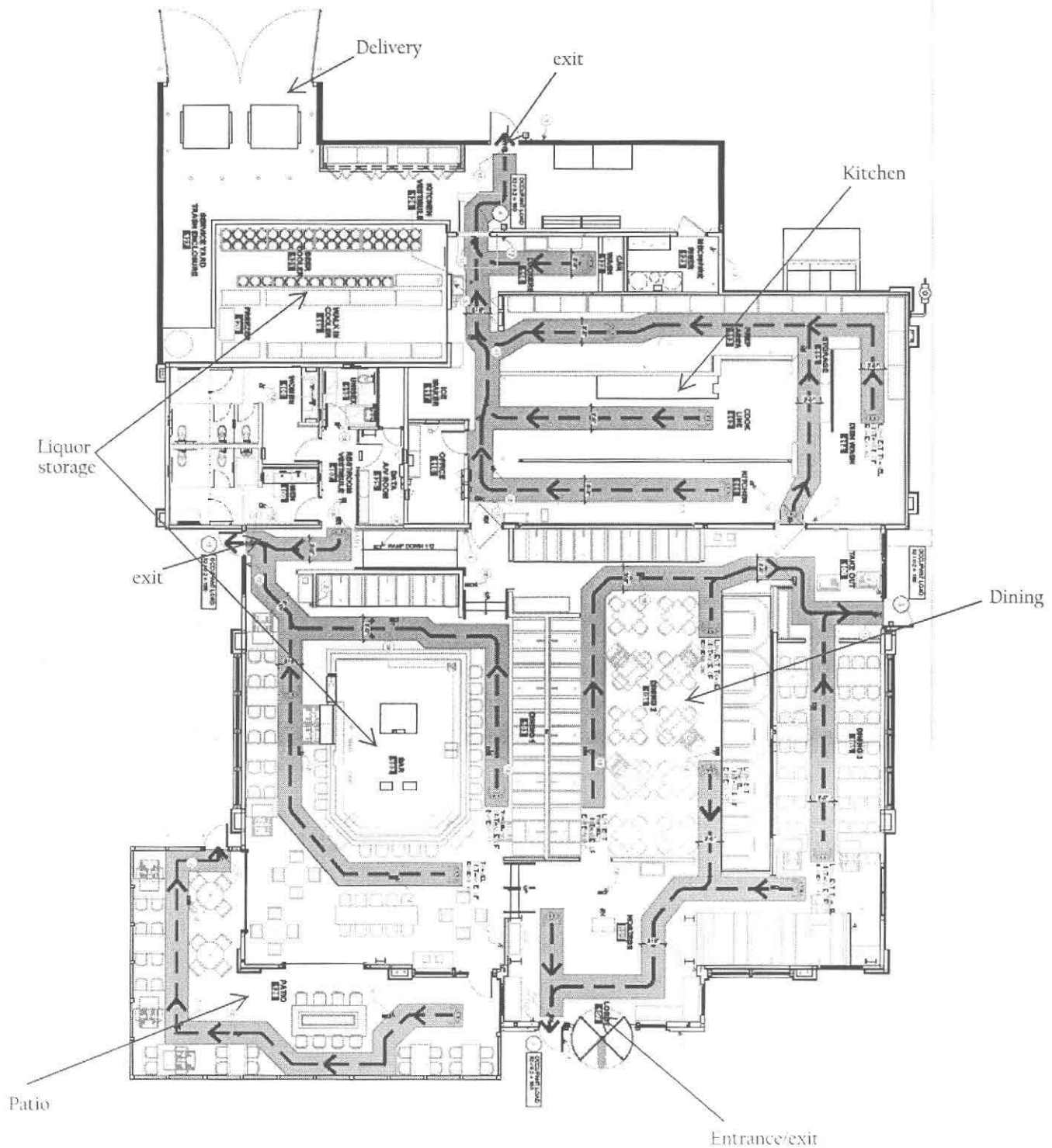
'22 MAY 11 11:25 AM

BJ'S RESTAURANTS, INC.
AzCC F09903610 | CA
Ownership Chart (4/29/2022) - FINAL



22 MAY 11 11:47, Lic. AM1124

BJ's Restaurant & Brewhouse
14950 W. McDowell Road
Goodyear, AZ 85395
7,630 SF





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

22 MAY 11 Lic. Lic. AM1125

DLIC USE ONLY
Job #: 197154

RESTAURANT OPERATION PLAN

1. Name of restaurant (Please print): BJ'S RESTAURANT & BREWHOUSE

2. List equipment below by Make, Model, and Capacity : (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

CHARBROILER (Southbend) |

Grill	2-BURNER COOKTOP (Southbend) COUNTERTOP GRIDDLE-x2 (Southbend)
Oven	CONVECTION OVEN (Imperial) HOT PLATE-36" PIZZA OVEN
Freezer	WALK-IN FREEZER REACH-IN FREEZER (Hosizaki) UNDERCOUNTER FREEZ
Refrigerator	WALK-IN COOLER REACH-IN FRIGERATOR (Hosizaki)
Sink	MOP/MAT SINK HAND SINK (multiple)
Dish Washing Facilities	SANITIZER DISPENSER (DISHES) POWERSOAK SYSTEM DISHWASHER WITH SIDE LOAD
Food Preparation Counter (Dimensions)	PREP TABLE (multiple)
Other	MEAT CAGE SLICER CHEESEMELTER BREAD WARMER MICROWAVE OVE COFFEE BREWER ICE TEA DISPENSEER + BREWER ICE MAKER

3. Attach a copy of your full menu including prices
(examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

4. List the seating capacity for:

a. Restaurant dining area of your premises:
(Do not include patio seating)

[234]

PATIO=36

b. Bar area of your premises:

[+ 22]

c. Total dining and bar seating capacity of your premises:

[= 256]

5. What Type of dinnerware and utensils are utilized within your restaurant?

☒ Reusable

☐ Disposable

☐ Both

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

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

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

(Do not include kitchen, bar, hi-top tables, or game area) 60 %

22 MAY 11 Lic. Lic. AM1125

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

15 TELEVISIONS

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

(If yes, what type and how often 8.5

example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

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

Position	How many
Cooks	35
Bartenders	12
Hostesses	14
Managers	7
Servers	70
Other (DISHWASHERS)	12
Other (PREP COOKS)	8
Other (TAKEOUT/SERVICE ASST	10 / 11

I, APRIL RISA HIRSCHI, hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

x

[Signature]

(Signature of APPLICANT)

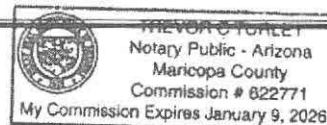
NOTARY

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this 3 day of May 2022
Day Month Year

My Commission Expires on: 01/09/2026
Date

[Signature]
Signature of Notary Public





Arizona Department of Liquor Licenses and
Control

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

*22 MAY 11 11:47 AM 1124

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of **all** food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, **accurate** inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

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

22 MAY 11 Lic. Lic. #11124

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

NOTARY

I, (Print Full Name) APRIL RISA HIRSCHI, have read and understand all aspects of this statement

X (Signature)

April Risa Hirschi
Controlling Person / Agent

State of ARIZONA County of MARICOPA
the foregoing instrument was acknowledged before me this

3 of May 22
Day Month Year

My commission expires on: 01/09/2026



TREVOR C TURLEY
Notary Public - Arizona
Maricopa County
Commission # 622771
My Commission Expires January 9, 2026

Trevor C Turley
Signature of NOTARY PUBLIC

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



BJ's RESTAURANT & BREWHOUSE MENU

SHAREABLE APPETIZERS

BBQ TRI-TIP SLIDERS*

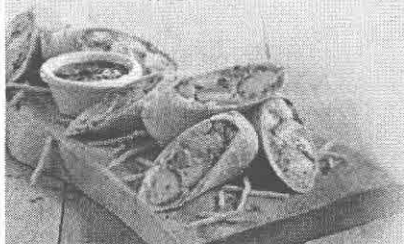
Marinated, slow-roasted, sliced sirloin | BJ's Peppercorn BBQ sauce | BBQ ranch | fluffy mini buns | served with sliced dill pickles | 13.65
Add fries | 1.25

SLIDERS*

Four beef patties | fluffy mini buns | grilled onions | lettuce | ketchup | served with sliced dill pickles | 12.65
Add fries | 1.25

AVOCADO EGG ROLLS

Avocado | cream cheese | sun-dried tomatoes | red onions | cilantro | chipotle peppers | sweet tamarind dipping sauce | 14.95



AVOCADO EGG ROLLS

AHI POKE*

Sashimi-grade ahi tuna | green onions | poke sauce | wasabi guacamole | creamy sriracha aioli | crispy wonton chips | 13.95

AHI POKE TACOS*

Crispy wonton taco shells | sashimi-grade ahi tuna | green onions | poke sauce | creamy sriracha aioli | wasabi guacamole for dipping | 13.95

ROOT BEER GLAZED RIBS

Five slow-roasted baby back pork ribs | BJ's Handcrafted Root Beer glaze | spicy sriracha slaw | green onions | 13.95

CALIFORNIA CLUB FLATBREAD

Grilled chicken | applewood smoked bacon | seasoned tomatoes | BJ's signature five cheese blend | avocado | a drizzle of roasted garlic aioli | 13.95

PEPPERONI EXTREME FLATBREAD

Pepperoni sliced, diced + julienned | BJ's signature five cheese blend | zesty pizza sauce | 13.75

MARGHERITA FRESCA FLATBREAD

Fresh mozzarella | zesty pizza sauce | fresh basil | parmesan cheese | 13.25

CRISPY CALAMARI

Lightly breaded calamari | Big Poppa Smokers' Desert Gold seasoning | San Marzano marinara | roasted garlic aioli | 14.25

CHICKEN POT STICKERS

Pan-seared dumplings | chicken | ginger | garlic | yellow chives | green onions | soy ginger sauce | sesame seeds | 13.25

LOADED NACHOS

Crispy corn tortilla chips | housemade sriracha queso | melted jack + cheddar cheese | housemade guacamole | sour cream | fire-roasted salsa | jalapeños | pico de gallo | 14.95

CHOICE OF TOPPING:

Piranha® Pale Ale Chili | Grilled Chicken

SRIRACHA QUESO DIP | 8.45

CHOICE OF TOPPING:

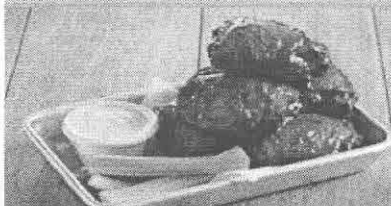
Seared Hatch Chiles | Piranha® Pale Ale Chili

SPINACH AND ARTICHOKE DIP

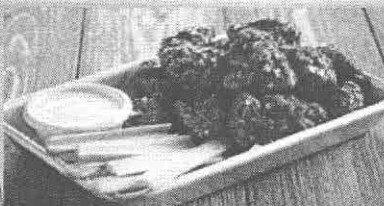
Spinach | artichokes | cream cheese | parmesan cheese | crispy corn tortilla chips | 13.65

MOZZARELLA STICKS

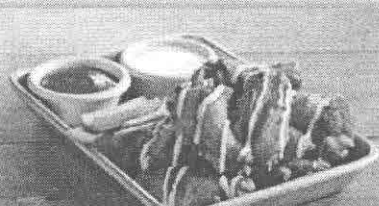
Garlic butter breading | parmesan cheese | San Marzano marinara | 12.65



BJ's SAUCED 'N' TOSSED CHICKEN THIGHS



BONELESS WINGS WITH ROOT BEER GLAZE



BJ's ORIGINAL WINGS

CHICKEN THIGHS OR WINGS

— SERVED WITH CELERY STICKS AND RANCH FOR DIPPING —

BJ's SAUCED 'N' TOSSED CHICKEN THIGHS

Six tender bone-in thighs, slow-roasted then lightly fried | tossed in your choice of our signature dry rubs or sauces | 13.95
Add fries | 1.25

BJ's ORIGINAL WINGS

Crispy, bone-in wings | drizzled with Hot and Spicy Buffalo sauce + ranch | 15.95

BONELESS WINGS

A full pound* of all-white-meat boneless wings | tossed in your choice of our signature dry rubs or sauces | 14.45

BONE-IN WINGS

Crispy, bone-in wings | tossed in your choice of our signature dry rubs or sauces | 15.95

SIGNATURE DRY RUBS AND SAUCES —

Lemon Pepper Sesame Dry Rub |
Sriracha Dry Rub | Hot and Spicy Buffalo |
EXXXtra Hot Buffalo | BJ's Peppercorn BBQ |
BJ's Handcrafted Root Beer Glaze |
Nashville Hot Sauce | Garlic Parmesan |
Cherry Chipotle Glaze |
Bacon Jam (Add 2.00)

SNACKS & SMALL BITES

CREAMY COUSCOUS MAC & CHEESE

Pearl couscous | jack + cheddar cheese sauce | applewood smoked bacon | tomatoes | green onions | fresh basil | 7.25

NEW FRIED COUSCOUS MAC & CHEESE BALLS

Creamy Couscous Mac & Cheese | coated in panko bread crumbs | sriracha aioli and housemade sriracha queso for dipping | 7.50



FRIED COUSCOUS
MAC & CHEESE BALLS

NEW GARLIC KNOT BRUSCHETTA BITES

Garlic parmesan knots | tomatoes | fire-roasted red peppers | garlic | sun-dried tomatoes | yellow + green onions | fresh basil | bruschetta vinaigrette | parmesan cheese | drizzle of balsamic glaze | 6.75

HONEY SRIRACHA BRUSSELS SPROUTS

Crisp, lightly fried brussels sprouts | Big Poppa Smokers' Desert Gold seasoning | sweet sriracha crema | 8.75

HOUSEMADE GUACAMOLE AND CHIPS | 7.45

CHIPS AND FIRE-ROASTED SALSA | 6.25

GARLIC PARMESAN KNOTS | 7.25

SWEET POTATO FRIES | 6.25

STARTER SALADS, SOUPS & CHILI

SOUP AND SALAD COMBO | 11.95

Includes a bowl of soup or chili and choice of starter salad

STARTER SALADS | 4.65

House | Caesar | Wedge |
Fresh Mozzarella and Tomato

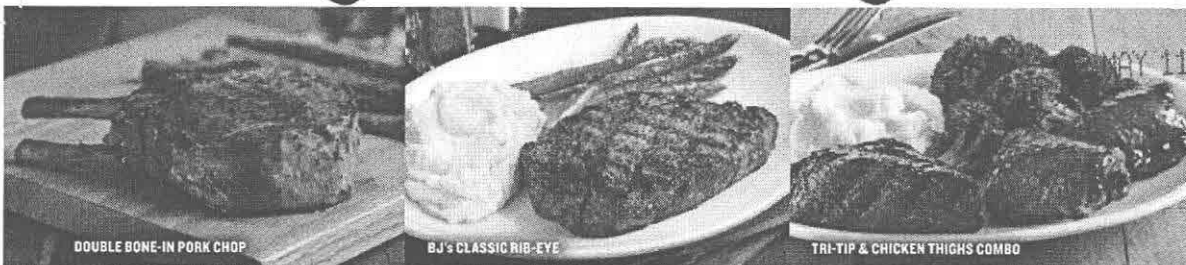
SOUPS: Bowl | 8.45 Cup | 5.95

CHILI: Bowl | 8.95 Cup | 6.95

Add a sourdough bread bowl | 2.75

Clam Chowder | Broccoli Cheddar |
Chicken Tortilla | Tuscan Tomato Bisque |
Vegan Lentil with Ancient Grains |
Piranha® Pale Ale Chili

* Contains 3 or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Please enjoy responsibly.
* Pre-cooked weight. Gluten-sensitive item



DOUBLE BONE-IN PORK CHOP

BJ'S CLASSIC RIB-EYE

TRI-TIP & CHICKEN THIGHS COMBO

STEAKS & SLOW-ROASTED FAVORITES

— SERVED WITH CHOICE OF TWO SIGNATURE SIDES —

BJ'S CLASSIC RIB-EYE*

Juicy, well-marbled, fresh 14 oz. * rib-eye | 29.95

SLOW-ROASTED TRI-TIP*

8 oz. slow-roasted sirloin tri-tip glazed with BJ's Peppered BBQ sauce | 21.75

BABY BACK PORK RIBS

Slow-roasted overnight baby back ribs | Big Poppa Smokers' Sweet Money Championship rub | BJ's Peppered BBQ sauce | Full rack | 28.45 | Half rack | 24.45

DOUBLE BONE-IN PORK CHOP

Slow-roasted double bone-in pork chop | Big Poppa Smokers' Sweet Money Championship rub | served with honey dijon mustard | 21.95

MANDARIN ORANGE GLAZED PORK CHOP

Slow-roasted double bone-in pork chop | mandarin orange glaze | bacon onion jam | 23.95

PORK CHOPS AVAILABLE EVERY DAY AFTER 4:00 PM.
LIMITED QUANTITIES AVAILABLE.

BABY BACK RIBS & CHICKEN COMBO

Half rack of baby back pork ribs glazed with BJ's Peppered BBQ sauce | choice of a seasoned grilled chicken breast OR two slow-roasted, lightly fried bone-in chicken thighs tossed in one of our signature dry rubs or sauces | 25.45

TRI-TIP & CHICKEN COMBO*

6 oz. slow-roasted sirloin tri-tip glazed with BJ's Peppered BBQ sauce | choice of a seasoned grilled chicken breast OR two slow-roasted, lightly fried bone-in chicken thighs tossed in one of our signature dry rubs or sauces | 23.75

TRI-TIP & BABY BACK RIBS COMBO*

6 oz. slow-roasted sirloin tri-tip glazed with BJ's Peppered BBQ sauce | half rack of baby back pork ribs | 25.95

TRI-TIP & SHRIMP SCAMPI COMBO*

6 oz. slow-roasted sirloin tri-tip glazed with BJ's Peppered BBQ sauce | shrimp scampi | 24.75

PRIME RIB* WEEKEND SPECIAL

— AVAILABLE FRIDAY AND SATURDAY AFTER
4:00 PM AND ALL DAY SUNDAY —

15 oz. prime rib slow-roasted over four hours | au jus | creamy horseradish | choice of two signature sides | choice of soup or salad | choice of Pizookie* | 29.95

LIMITED QUANTITIES AVAILABLE.

SIGNATURE SIDES

Garlic-Roasted Vegetables | White Cheddar Mashed Potatoes | Sautéed Green Beans | Roasted Asparagus | Fries | Steamed Broccoli | Baked Potato | Rice Pilaf | Bowl of Soup or Chili | House Salad | Caesar Salad | Wedge Salad | Fresh Mozzarella and Tomato Salad

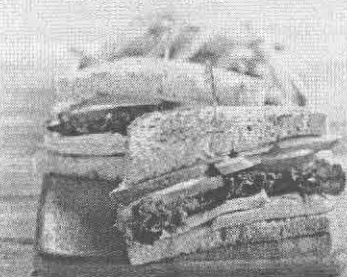
PREMIUM SIDES (Add 2.35 each)

Loaded Mashed Potatoes | Loaded Baked Potato | Honey Sriracha Brussels Sprouts | Creamy Couscous Mac & Cheese | Sweet Potato Fries | Peruvian Quinoa • Brown Rice

SLOW-ROASTED & CHICKEN SANDWICHES

CALIFORNIA CHICKEN CLUB

— SERVED WITH FRIES. UPGRADE TO SWEET POTATO FRIES | 2.35 —



CALIFORNIA CHICKEN CLUB

Seasoned grilled chicken | applewood smoked bacon | avocado | melted swiss cheese | lettuce | tomatoes | roasted garlic aioli | toasted sourdough bread | 15.25

BREWHOUSE PHILLY*

Marinated, slow-roasted, sliced sirloin | provolone cheese | sautéed mushrooms | caramelized onions | green bell peppers | pepperoncinis | toasted hoagie roll | side of BJ's signature coleslaw | 16.25

CLASSIC PRIME RIB DIP*

Sliced, slow-roasted prime rib | toasted hoagie roll | au jus | side of creamy horseradish | side of BJ's signature coleslaw | 17.95

SOUTHERN COMFORT CRISPY CHICKEN SANDWICH

Crispy fried chicken | smoked ham | applewood smoked bacon | creamy alfredo | swiss cheese | dijon mayonnaise | toasted parker house bun | side of BJ's signature coleslaw | 15.45

NASHVILLE HOT CRISPY CHICKEN SANDWICH

Crispy fried chicken | Nashville Hot sauce | dill pickles | creamy ranch | toasted parker house bun | side of BJ's signature coleslaw | 14.75

BJ'S CLASSIC CRISPY CHICKEN SANDWICH

Crispy fried chicken | honey mustard | lettuce | tomatoes | dill pickles | toasted parker house bun | side of BJ's signature coleslaw | 14.25



HICKORY BRISKET AND BACON BURGER



BACON-GUACAMOLE DELUXE BURGER



BISTRO BURGER

LOADED BURGERS

— SERVED WITH FRIES. UPGRADE TO SWEET POTATO FRIES | 2.35 —

HICKORY BRISKET AND BACON BURGER*

Sweet, tangy BJ's Peppered BBQ sauce | smoked brisket | applewood smoked bacon | jack • cheddar cheese | red onions | mayonnaise | 16.75

CRISPY JALAPEÑO BURGER*

Fried jalapeños | pepper jack cheese | chipotle mayonnaise | red onions | tomatoes | lettuce | cilantro | 15.75

BACON CHEESEBURGER*

Applewood smoked bacon | cheddar cheese | tomatoes | lettuce | dill pickles | BJ's signature burger sauce | 14.95

CLASSIC BURGER*

Tomatoes | lettuce | dill pickles | BJ's signature burger sauce | 13.75

BACON-GUACAMOLE DELUXE BURGER*

Housemade guacamole | applewood smoked bacon | pepper jack cheese | chipotle mayonnaise | red onions | tomatoes | jalapeños | 15.95

BISTRO BURGER*

Applewood smoked bacon | goat cheese crumbles | caramelized onions | tomatoes | spinach | pickled red onions | roasted garlic aioli | 15.25

MUSHROOM SWISS BURGER*

Sautéed mushrooms | swiss cheese | red onions | lettuce | tomatoes | roasted garlic aioli | 15.45

ADD-ONS

Applewood Smoked Bacon | 1.50
Housemade Guacamole | 1.50
Avocado | 1.50
Cheese | 1.50
Piranha® Pale Ale Chili | 1.50
Bacon Onion Jam | 2.00

SUBSTITUTIONS

Substitute a veggie or
all-white-meat turkey patty

Substitute a
gluten-free bun | 1.50

* Gluten-sensitive items.

MM_PBS_0622

BJ's uses mayonnaise made with cage-free eggs on our burgers.

* Pre-cooked weight. *Ask your server for more details.

* Contains or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

SPECIALTY ENTREES & PASTA FAVORITES

— ENJOY A HOUSE, CAESAR, WEDGE OR FRESH MOZZARELLA AND TOMATO SALAD FOR 4.65 —

22 MAY 11 11:47 Lic. AM1125

PARMESAN-CRUSTED CHICKEN

Chicken breasts | lemon chardonnay butter sauce | sun-dried tomatoes | fresh basil | parmesan cheese | white cheddar mashed potatoes | steamed broccoli | 21.45

BJ'S BREWHOUSE BLONDE® FISH 'N' CHIPS

Lightly fried cod fillets | BJ's Brewhouse Blonde® batter | fries | housemade tartar sauce | 19.45

MAHI-MAHI OR SHRIMP TACOS

Chipotle mayonnaise | santa fe dressing | napa cabbage | carrots | red onions | cilantro | avocado cream sauce | fire-roasted salsa | crispy corn tortilla chips | side of black beans | 13.95

CHOICE OF TWO TACOS:

Oven-Roasted Mahi-Mahi
Lightly Fried Mahi-Mahi
Blackened Shrimp

NEW ORLEANS JAMBALAYA*

Blackened chicken breast | sautéed shrimp | chicken-andouille sausage | bell peppers | onions | tomatoes | cajun-spiced broth | rice pilaf | 22.95

FRESH ATLANTIC SALMON*

Oven-roasted or blackened salmon fillet | lemon chardonnay butter sauce | rice pilaf | steamed broccoli | 23.45

SHRIMP SCAMPI PASTA

Sautéed jumbo shrimp | spaghetti | garlic butter sauce | diced tomatoes | garlic | fresh basil | parsley | parmesan cheese | served with a garlic knot | 21.45

JUMBO SPAGHETTI AND MEATBALLS

Housemade meatballs | San Marzano marinara | garlic | red pepper flakes | fresh basil | parmesan cheese | served with a garlic knot | 19.45

DEEP DISH ZITI

Housemade meatballs | italian sausage | diced pepperoni | San Marzano marinara | creamy alfredo | italian herbs | BJ's signature five cheese blend | parmesan cheese | fresh basil | served with a garlic knot | 18.95

GRILLED CHICKEN ALFREDO

Seasoned grilled chicken | fettuccini | creamy alfredo | steamed broccoli | parmesan cheese | served with a garlic knot | 20.75



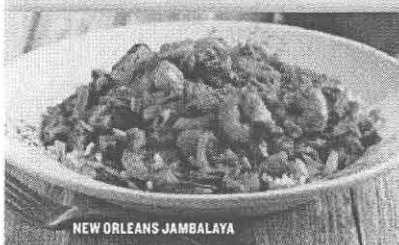
FRESH ATLANTIC SALMON

ITALIANO VEGETABLE PENNE

Oven-roasted cauliflower, broccoli, mushrooms + red peppers | garlic | San Marzano marinara | parmesan cheese | fresh basil | served with a garlic knot | 14.95

With grilled or blackened chicken | 17.95

With grilled or blackened shrimp | 19.95



NEW ORLEANS JAMBALAYA



GRILLED CHICKEN ALFREDO



ENLIGHTENED SEARED AHI SALAD

ENLIGHTENED ENTREES*

CAULIFLOWER AND QUINOA POWER BOWL

Roasted barbacoa cauliflower | Peruvian quinoa + brown rice | black beans | corn + fire-roasted red pepper succotash | cucumbers | pickled red onions | pico de gallo | feta cheese | housemade guacamole | greek yogurt crema | cilantro | 13.95

With grilled or blackened chicken | 15.95

With grilled or blackened shrimp | 17.95

With oven-roasted or blackened salmon* | 19.25

With slow-roasted tri-tip* | 17.95

All proteins, except tri-tip, are gluten-sensitive.

LEMON THYME CHICKEN

Herb-roasted chicken breasts | brown rice | sautéed red onions | fire-roasted red peppers | tomatoes | roasted brussels sprouts | 17.45

FIRE-ROASTED BARBACOA CHICKEN

Barbacoa-spiced chicken | brown rice | black beans | feta cheese | cilantro | greek yogurt crema | fire-roasted salsa | 15.95

CHERRY CHIPOTLE GLAZED SALMON*

Oven-roasted atlantic salmon | sweet, savory cherry chipotle glaze | roasted asparagus | fire-roasted red pepper, tomato + spinach couscous | 21.45

SPICY PEANUT CHICKEN WITH SOBA NOODLES

Chicken breast | buckwheat soba noodles | broccoli | carrots | spicy peanut sauce | almonds | sesame seeds | lime | cilantro | 17.45

SEARED AHI SALAD*

Sashimi-grade ahi tuna | baby field greens | napa cabbage | crisp romaine | red bell peppers | tomatoes | avocado | pickled cucumbers | cilantro | spicy wasabi | crispy wonton strips | red + green onions | rice wine vinaigrette | 19.45

PACIFIC POKE SOBA NOODLES*

Sashimi-grade ahi tuna | buckwheat soba noodles | poke sauce | carrots | pickled vegetables | soy ginger sauce | wasabi guacamole | crispy wonton strips | green onions | sesame seeds | 18.45

ASIAN CHOPPED SALAD

Grilled chicken | baby field greens | napa cabbage | crisp romaine | red bell peppers | snap peas | green onions | carrots | sesame seeds | crispy wonton strips | cilantro | mandarin oranges | honey ginger dressing | 14.45

KALE AND ROASTED BRUSSELS SPROUTS SALAD

Baby kale | roasted brussels sprouts | romaine | fresh blueberries | sweet red grapes | dried cranberries | goat cheese crumbles | cucumbers | candied pecans | roasted pepitas | red onions | strawberry vinaigrette | 13.75

With grilled or blackened chicken | 16.75

With grilled or blackened shrimp | 18.75

With oven-roasted or blackened salmon* | 19.75

BARBEQUE BISON BURGER*

Seasoned, lean, all-natural ground bison | BJ's Peppered BBQ sauce | seared Hatch chiles | pico de gallo | santa fe dressing | red onions | lettuce | toasted parker house bun | mixed greens salad | 14.95

TURKEY BURGER

All-white-meat patty | baby field greens | red wine vinaigrette | dried cranberries | tomatoes | chargrilled red onions | dijon mayonnaise | toasted parker house bun | mixed greens salad | 13.45

MEDITERRANEAN CHICKEN PITA TACOS

Seasoned grilled chicken | cucumbers | tomatoes | red onions | feta cheese | cilantro | red wine vinaigrette | greek yogurt crema | chargrilled pita | served with seasonal bistro grains | 13.75

BARBACOA CAULIFLOWER PITA TACOS

Roasted barbacoa cauliflower | roasted red peppers | sweet corn | jack + cheddar cheese | onions | tomatoes | greek yogurt crema | cilantro | chargrilled pita | served with seasonal bistro grains | 12.95

NUTRIENT-RICH
SUPERFOODS. LOW-CALORIE
DISHS. VEGETARIAN ENTREES
AND GLUTEN-SENSITIVE
OPTIONS

GARDEN FRESH ENTREE SALADS

SANTA FE SALAD

Blackened chicken breast | crisp romaine | red onions | fire-roasted red peppers | jack + cheddar cheese | avocado | sweet corn | tomatoes | crisp corn tortilla strips | santa fe dressing | 17.25

Substitute grilled or blackened shrimp | 19.25

Substitute oven-roasted or blackened salmon* | 20.25

BARBEQUE CHICKEN CHOPPED SALAD

Grilled chicken | crisp romaine | iceberg lettuce | sweet corn | black beans | crunchy jicama | mozzarella | tomatoes | green onions | cilantro | BBQ ranch dressing | hickory-smoked BBQ sauce | crispy onion strings | 17.25

TRI-TIP WEDGE*

Slow-roasted, sliced sirloin | iceberg lettuce | BJ's Peppered BBQ sauce | applewood smoked bacon | bleu cheese crumbles | red onions | tomatoes | bleu cheese dressing | chimichurri sauce | 17.75

HONEY-CRISP CHICKEN SALAD

Fried chicken tenders | crisp romaine | iceberg lettuce | toasted almonds | cucumbers | hard-boiled egg | sweet corn | tomatoes | honey mustard dressing | 17.25

CAESAR SALAD | 13.95

With grilled or blackened chicken | 16.95

With grilled or blackened shrimp | 18.95

With oven-roasted or blackened salmon* | 19.95



SANTA FE SALAD

* Gluten-sensitive item.

* Contains or may contain raw or undercooked ingredients. Consuming raw or undercooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness, especially if you have a medical condition.

* May contain pork.

MM_PBS_0622

BJ's FAVORITE



19. Lic. #1125

DEEP DISH PIZZA

NEW 11" SIZE NOW AVAILABLE!

	MINI 6" 4 SLICES	SHARCABLE 11" 6 SLICES	LARGE 14" 10 SLICES
BJ's FAVORITE	14.45	20.75	31.95
Housemade meatballs pepperoni Italian sausage mushrooms green bell peppers black olives onions seasoned tomatoes			
PEPPERONI EXTREME	13.95	19.95	30.95
Pepperoni sliced, diced + julienned BJ's signature five cheese blend			
GOURMET FIVE MEAT	14.45	20.75	31.95
Housemade meatballs pepperoni smoked ham applewood smoked bacon Italian sausage parmesan cheese			
GREAT WHITE*	14.45	20.75	31.95
Grilled chicken creamy alfredo mushrooms roasted garlic seasoned tomatoes parmesan cheese			
BARBEQUE CHICKEN	14.45	20.75	31.95
Grilled chicken hickory-smoked BBQ sauce red onions seasoned tomatoes cilantro			
BJ's CLASSIC COMBO	13.95	19.95	30.95
Pepperoni Italian sausage mushrooms seasoned tomatoes			
BUFFALO CHICKEN	14.45	20.75	31.95
Grilled chicken spicy buffalo BBQ sauce celery red onions a drizzle of ranch + Hot and Spicy Buffalo sauce			
VEGETARIAN	13.95	19.95	30.95
Mushrooms green bell peppers black olives onions seasoned tomatoes			
SWEET PIG*	12.75	18.95	27.95
Smoked ham sweet pineapple seasoned tomatoes			
CHICKEN BACON RANCH	14.45	20.75	31.95
Grilled chicken applewood smoked bacon jack + cheddar cheese red onions diced tomatoes a drizzle of ranch			
CHEESE AND TOMATO	10.25	15.75	22.95
BJ's signature five cheese blend seasoned tomatoes			

BUILD YOUR OWN PIZZA

Start with a Cheese and Tomato Deep Dish Pizza.
For each topping, add: 1.25 | 1.75 | 2.75

MEATS

Anchovies | applewood smoked bacon | grilled chicken* | housemade meatballs | Italian sausage | pepperoni | smoked ham

VEGETABLES

Artichoke hearts | black olives | fire-roasted red peppers | fresh basil | green bell peppers | jalapeños | mushrooms | onions | pineapple | roasted asparagus | roasted brussels sprouts | roasted garlic

GLUTEN-FREE THIN-CRUST CHEESE PIZZA | 12.75

Extra toppings* | 1.75 each

All toppings are gluten-sensitive with the exception of housemade meatballs.

TAVERN-CUT PIZZA

BJ's BREWHOUSE CLASSIC	18.25
Pepperoni mushrooms Italian sausage	
OLD COUNTRY TOMATO BASIL	17.45
Seasoned tomatoes fresh basil fresh mozzarella parmesan cheese	
THE SPICY PIG	17.95
Smoked ham applewood smoked bacon sweet pineapple jalapeños	
THE ITALIAN MARKET	18.45
Housemade meatballs diced pepperoni smoked ham peperoncino Italian herbs	
GARLIC CHICKEN PESTO	18.95
Grilled chicken basil pesto fire-roasted red peppers seasoned artichoke hearts seasoned tomatoes parmesan cheese goat cheese crumbles	

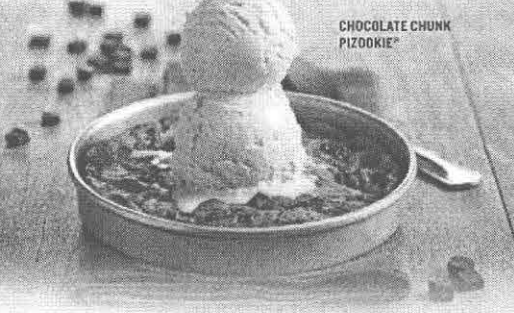
* Gluten-sensitive item.

* Chicken is priced as two toppings. * Excluded from free refills.

BJ's menu items may contain one or more of the major food allergens: eggs, fish, milk, peanuts, crustacean shellfish, soybeans, tree nuts, wheat and truffles, as well as gluten. BJ's works with suppliers who provide allergen information, however, this information and allergen methods may change without notice. While BJ's emphasizes food safety, we cannot guarantee that a menu item - including items on the Allergen Sensitivity Menu - will be completely allergen free, due to potential cross-contact. Before placing your order please inform your server if a person in your party has a food allergy.

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WORLD-FAMOUS PIZOOKIES®



CHOCOLATE CHUNK
PIZOOKIE®

PIZOOKIE® TRIO

Your choice of three mini Pizookies® | each served with a scoop of ice cream | 11.75

HOT FUDGE BROWNIE

Warm, gooey brownie | Rich Vanilla Bean ice cream | dark chocolate hot fudge | toasted pecans | whipped cream | topped with a cherry | 8.25

STRAWBERRY SHORTCAKE

Buttery sugar cookie | fresh strawberries | strawberry purée | Rich Vanilla Bean ice cream | whipped cream | 8.25

SALTED CARAMEL

Warm caramel cookie with sweet almond toffee | crunchy pretzel bites | white + Ghirardelli® dark chocolate chips | Rich Vanilla Bean ice cream | caramel sauce | 8.25

MONKEY BREAD

Fresh-baked, pull-apart bread | butter | brown sugar | cinnamon | Rich Vanilla Bean ice cream | 8.25

COOKIES 'N' CREAM

Rich chocolate cookie with the taste of Oreo® cookies | Rich Vanilla Bean ice cream | a dollop of mousse | 8.25

GLUTEN-FREE CHOCOLATE CHIP

Fresh-baked gluten-free chocolate chip cookie | Rich Vanilla Bean ice cream | 8.25

TRIPLE CHOCOLATE MADE WITH GHIRARDELLI®

Rich chocolate cookie with chunks of Ghirardelli® chocolate | Ghirardelli® Double Chocolate Chip ice cream | Ghirardelli® dark chocolate chips | 8.25

CHOCOLATE CHUNK | 7.95

WHITE CHOCOLATE MACADAMIA NUT | 7.95

PEANUT BUTTER | 7.95

SUGAR COOKIE | 7.95

ICE CREAM

Rich Vanilla Bean or Ghirardelli® Double Chocolate Chip

One Scoop | 2.25 Two Scoops | 3.25

SIGNATURE SPIRIT-FREE BEVERAGES

ICED TEAS AND SIGNATURE LEMONADES

Unsweetened Black Tea |
Unsweetened Berry Hibiscus Tea |
Unsweetened Sunset Peach Tea |
Sunset Peach Tea Lemonade |
Peachberry Iced Tea | Arnold Palmer |
Lemonade | Strawberry Lemonade |
Lavender Lemonade | Sparkling
Raspberry Lemonade

BJ's HANDCRAFTED DRAFT SODAS

Root Beer | Vanilla Cream Soda |
Black Cherry Soda |
Orange Cream Soda

BJ's HANDCRAFTED ICE CREAM FLOATS¹

Choice of BJ's Handcrafted
Draft Soda | Rich Vanilla Bean
ice cream

FROZEN FAVORITES¹

Frozen Strawberry Limeade |
Frozen Berry-Colada

FOUNTAIN DRINKS

Pepsi | Diet Pepsi |
Dr Pepper | Diet Dr Pepper |
Mtn Dew | Sierra Mist |
Brisk Raspberry Iced Tea

BJ's HANDCRAFTED ROOT BEER





BEVERAGE MENU

ASK YOUR SERVER FOR TO-GO BEER, WINE AND COCKTAIL OPTIONS!

BJ's HANDCRAFTED SIGNATURE BEERS

	ABV*	IBU ¹		ABV*	IBU ¹
BJ's LIGHTSWITCH® LAGER	3.5%	16	BJ's OASIS® AMBER	4.7%	19
BJ's BREWHOUSE BLONDE®	4.7%	15	BJ's JEREMIAH RED®	7.3%	25
BJ's ENCHANTRESS GOLDEN PILSNER®	5.0%	35	BJ's NUTTY BREWNETTE®	5.9%	30
BJ's HARVEST HEFEWEIZEN®	4.9%	15	BJ's PM PORTER® ON NITRO!	5.5%	25
BJ's PIRANHA® PALE ALE	5.7%	40	BJ's TATONKA® STOUT ON NITRO!	8.5%	50
BJ's HOPSTORM® IPA	6.5%	65	BJ's BERRY BURST CIDER®	3.0%	0
BJ's COMMITTED® DOUBLE IPA	8.6%	95			

ASK ABOUT BJ's SEASONAL BEERS ON TAP!

BJ's SIGNATURE COCKTAILS

SPARKLING SANGRIA

Deep Eddy Ruby Red Vodka | Cointreau Orange Liqueur | Monin White Peach | strawberry purée | orange juice | fresh strawberry, orange + lime | served with a 6 oz. split of La Marca Prosecco

TITO'S LAVENDER LEMONADE

Tito's Handmade Vodka | Monin Lavender | lemonade | fresh lemon

TITO'S STRAWBERRY LEMONADE

Tito's Handmade Vodka | strawberry lemonade | fresh strawberries + lemon

FROZEN STRAWBERRY SPLASH

New Amsterdam Vodka | Disaronno | Coco Real | pineapple juice | strawberry purée | fresh pineapple

PINK CADILLAC MARTINI

New Amsterdam Vodka | X-Rated Fusion Liqueur | DeKuyper Watermelon Pucker | Monin White Peach | pineapple juice | lemonade

ALABAMA SUNSET

Deep Eddy Ruby Red Vodka | X-Rated Fusion Liqueur | Monin Blood Orange | pineapple juice | orange juice | lemonade | raspberries

LEMON DROP

Ketel One Vodka | Monin Agave | fresh lemon juice

COSMOPOLITAN

ABSOLUT Vodka | triple sec | cranberry juice | fresh lime

WATERMELON MOJITO

Cruzan Aged Light Rum | DeKuyper Watermelon Pucker | BJ's Mojito Mix | fresh mint + watermelon | splash of club soda

Classic Mojito

Strawberry Mojito

TITO'S AMERICAN MULE

Tito's Handmade Vodka | BJ's Handcrafted Ginger Beer | fresh limes

TITO'S STRAWBERRY MULE

Tito's Handmade Vodka | BJ's Handcrafted Ginger Beer | strawberry purée | fresh strawberry + lime

TROPICAL MULE

New Amsterdam Vodka | Malibu Coconut Rum | BJ's Handcrafted Ginger Beer | pineapple juice | fresh pineapple + lime

MARGARITA FLIGHT

Four Tasters of Our Favorite Margaritas
Handcrafted | Lemon Berry | Twisted Pineapple | Fresh Strawberry

RASPBERRY ROSÉ RITA

Casamigos Blanco Tequila | Cointreau Orange Liqueur | Monin Raspberry | an orange slice + fresh raspberries | served with a 6 oz. split of Ruffino Sparkling Rosé

WHITE PEACH MARGARITA

Lunazul Blanco Tequila | Cointreau Orange Liqueur | Monin White Peach | peaches | fresh lime

FROZEN STRAWBERRY MARGARITA

Lunazul Blanco Tequila | Cointreau Orange Liqueur | strawberry purée | fresh lime

ULTIMATE PATRÓN MARGARITA

Patrón Silver Tequila | Cointreau Orange Liqueur | Grand Marnier | a fresh orange slice + lime

TWISTED PINEAPPLE MARGARITA

Milagro Silver Tequila | Ancho Reyes Chile Liqueur | Monin Agave | pineapple juice | a cherry + fresh pineapple

HANDCRAFTED MARGARITA

Aitos Plata Tequila | Cointreau Orange Liqueur | a fresh orange slice + lime

LEMON BERRY MARGARITA

Casamigos Blanco Tequila | Monin Blackberry | lemonade | fresh lemon + mint

FRESH STRAWBERRY MARGARITA

Don Julio Blanco Tequila | Cointreau Orange Liqueur | strawberry purée | fresh strawberries

SPICY BLOODY MARY

New Amsterdam Vodka | Ancho Reyes Chile Liqueur | Demitri's Classic Bloody Mary Mix
BJ's Original Bloody Mary

ULTIMATE LONG ISLAND

ABSOLUT Vodka | TANQUERAY | BACARDI Rum | Cointreau Orange Liqueur | sweet and sour | splash of Pepsi | fresh lemon

BULLEIT OLD FASHIONED

Bulleit | simple syrup | orange slice | bitters

FROM THE VINE - BY THE GLASS OR BOTTLE

SPARKLING & WHITE WINE

LA MARCA PROSECCO (6 oz. split)
CHANDON BRUT CLASSIC (6 oz. split)
RUFFINO SPARKLING ROSÉ (6 oz. split)
SEVEN DAUGHTERS MOSCATO
CHATEAU STE. MICHELLE RIESLING
CUPCAKE ROSÉ
ECCO DOMANI PINOT GRIGIO
CHLOE PINOT GRIGIO

JOEL GOTT SAUVIGNON BLANC
KIM CRAWFORD SAUVIGNON BLANC
DARK HORSE CHARDONNAY
CHATEAU STE. MICHELLE CHARDONNAY
KENDALL-JACKSON V.R. CHARDONNAY
CHALK HILL CHARDONNAY
LA CREMA CHARDONNAY

RED WINE

MARK WEST PINOT NOIR
MEIOMI PINOT NOIR
APOTHIC RED WINEMAKER'S BLEND
ROBERT MONDAVI WHISKEY BARREL RED BLEND
14 HANDS MERLOT
J. LOHR ESTATES LOS OSOS MERLOT
DARK HORSE CABERNET SAUVIGNON
JOSH CELLARS CABERNET SAUVIGNON
FREAKSHOW CABERNET SAUVIGNON
TRAPICHE OAK CASK MALBEC

¹ Before placing your order please inform your server if a person in your party has a food allergy.

² Available in participating restaurants only where permitted by applicable state and local law.

Item selections may vary by location.

* Alcohol by Volume ¹ International Bitterness Units

BJ's 0522

22 MAY 11 11:24 AM



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

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

885.189

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

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

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

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

Liquor License#: PENDING

197154

1. Check the Appropriate Box →

☐ Controlling Person	☒ Agent	☐ Premises Manager (complete all questions except #12)
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2. Name: HIRSCHI APRIL RISA Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: TUCSON AZ USA Height: 5'7 Weight: 140 Eyes: BRN Hair: BRN
City State COUNTRY (not county)

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

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

7. Daytime telephone number: (480) 495-6120 E-mail address: AHIRSCHI@BJSRESTAURANTS.COM

8. Business Name: BJ'S RESTAURANT & BREWHOUSE Business Phone: 480 / 495 / 6120

9. Business Location Address: 14950 W MCDOWELL ROAD GOODYEAR AZ MARICOPA 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08 2005	CURRENT	Director of Operations	BJ's Restaurant Brewhouse 7755 Center Ave., #300, Huntington Beach, CA 92647

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/2006	07/2020	1100 West Saragosa Street Chandler AZ 85224
07/2020	CURRENT	2115 East Vaughn Ave Gilbert AZ 85234

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: *APRIL RISA HIRSCHI*State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this

My Commission Expires on: 01/09/2026
Date3 Day of May 22 2021
Day Month Year

TREVOR C TURLEY
Notary Public - Arizona
Maricopa County
Commission # 622771
My Commission Expires January 9, 2026

Signature of Notary *Trevor C Turley*

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

PRINT NAME: _____ SIGNATURE: _____



*22 MAY 11 U.S. Lic. RM1123

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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

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

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

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

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type) APRIL RISA HIRSCHI

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City TUCSON State (or equivalent) AZ Country or Territory USA

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

2) Name of document: US Passport
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

22 MAY 11 11:17 AM 11:24

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

Name of document provided

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

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

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

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

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

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

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

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

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

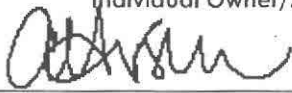
22 MAY 11 11:11 AM 11/24

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

APRIL RISA HIRSCHI

Individual Owner/Agent Printed Name



Individual Owner/Agent Signature

05/03/2022

Today's Date

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

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

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

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

We the People

in Order to form a more perfect Union,
establish Justice, insure domestic Tranquility,
provide for the common defense,
promote the general Welfare, and secure
the Blessings of Liberty to ourselves
and our Posterity, do hereby establish this
Constitution for the United States of America.

SIGNATURE OF BEARER / SIGNATURE DU TITULAIRE / FIRMA DEL TITULAR

UNITED STATES OF AMERICA

Type / Type / Tipo - Code / Code / Código - Passport No. / No. du Passeport / No. de Pasaporte

P USA

Surname / Nom / Apellidos

HIRSCHI

Given Names / Prénoms / Nombres

APRIL RISA
Nationality / Nationalité / Nacionalidad

UNITED STATES OF AMERICA

Date of birth / Date de naissance / Fecha de nacimiento

Nombre completo: _____ / Lugar de nacimiento: _____

Sax / Sexe / Sexo

ARIZONA, U.S.A.

F

Date of issue / Date de délivrance / Fecha de expedición

Authority / Autorité / Autoridad

29 Mar 2016

United States

Date of expiration / Date d'expiration / Fecha de caducidad

Department of State

28 Mar 2026

Department of State

Endorsements / Mentions Spéciales / Anotaciones

SEE PAGE 27

[illegible]

22 MAY 11 11:47 AM 1124



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

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

fp Pending
805-188

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

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

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

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

Liquor License#: TBD SERIES 12 1197154

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Houdek Thomas Allen Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Chicago, IL, USA Height: 6'0" Weight: 200 Eyes: BRO Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: Houdek Kelly N/A Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

7. Daytime telephone number: (714) 500-2400 E-mail address: licensing@bjri.com

8. Business Name: BJ's Restaurant & Brewhouse Business Phone: TBD

9. Business Location Address: 14950 W McDowell Rd. Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07/2019	CURRENT	CFO/SVP	BJ's Restaurants, Inc. - 7755 Center Ave. #300, Huntington Beach, CA 92647
02/2014	06/2019	Director - Strategic Planning	YUM Brands - 1900 Colonel Sanders Ln, Louisville, KY 40213

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
10/2021	CURRENT	2875 Bernard Ct., Laguna Beach, CA 92651
08/2015	09/2021	27721 Blossom Hill Rd., Laguna Niguel CA 92677

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: [Signature]State of CACounty of Orange

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/20/15

Date

Day

10

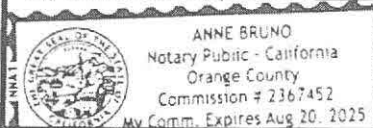
Day

Jan

Month

22

Year

Signature of Notary [Signature]

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

PRINT NAME: _____

SIGNATURE: _____



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

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

805-189

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

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

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

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

Liquor License#: SERIES 12 197154

1. Check the Appropriate Box →

☒ Controlling Person	☐ Agent	☐ Premises Manager (complete all questions except #12)
--	--------------------------------	--

2. Name: Levin Gregory Steven Birth Date: [REDACTED] (NOT a public record)

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

4. Place of birth: Los Angeles, CA, USA Height: 5'10" Weight: 165 Eyes: HZL Hair: BRO

5. Name of current/most recent spouse: Levin Danielle Heidi Birth Date: [REDACTED] (NOT a public record)

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

7. Daytime telephone number: (714) 500-2400 E-mail address: licensing@bjri.com

8. Business Name: BJ's Restaurant & Brewhouse Business Phone: TBD

9. Business Location Address: 14950 W McDowell Rd. Goodyear AZ Maricopa 85395

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2005	CURRENT	Director/CEO/President	BJ's Restaurants, Inc. - 7755 Center Ave. #300, Huntington Beach, CA 92647

(ATTACH ADDITIONAL SHEET IF NECESSARY)

22 MAY 11 Lic. Lic. #1124

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
11/1999	CURRENT	138 Calle de Andalucia, Redondo Beach, CA 90277

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: _____

State of CA

County of Orange

The foregoing instrument was acknowledged before me this

My Commission Expires on: 8/20/25

Date

10

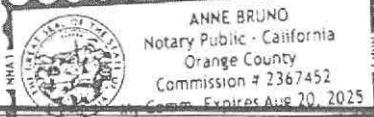
Day of

Jan

22

Month

Year



Signature of Notary

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

PRINT NAME: _____

SIGNATURE: _____

22 MAY 11 Lic. Lic. AM1124



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

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

805-189

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

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

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

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

Liquor License#: SERIES 12

1. Check the
Appropriate
Box

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Lynds Gregory Scott Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: San Diego, CA, USA Height: 5'10" Weight: 180 Eyes: BRO Hair: BRO
City State COUNTRY (not county)

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

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

7. Daytime telephone number: (714) 500-2400 E-mail address: licensing@bjri.com

8. Business Name: BJ's Restaurant & Brewery ^{HOUSE} Business Phone: PENDING /

9. Business Location Address: 14950 W. McDOWELL ROAD GOODYEAR AZ MARICOPA 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
07/2003	CURRENT	CDO/EVP	BJ's Restaurants, Inc. - 7755 Center Ave. #300, Huntington Beach, CA 92647

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
01/2016	CURRENT	59 Hastings, Laguna Niguel, CA 92677

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a **signed statement**.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

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

My Commission Expires on: _____ Date _____ Day of _____ Month _____ Year _____

Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

☒ See Attached Document (Notary to cross out lines 1-6 below)

☐ See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

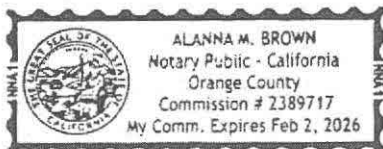
Subscribed and sworn to (or affirmed) before me

on this 21st day of April, 2022
by Date Month Year

(1) Gregory Lynds

(and 2 Name(s) of Signer(s)),

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



Signature Alanna M. Brown
Signature of Notary Public

Seal
Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Accept of Liquor License Assignment Document Date: 4/21/22

Number of Pages: 2 Signer(s) Other Than Named Above: n/a



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

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

fp Pending
805-188

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

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Liquor License#: SERIES 12 197184

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Miller (Cheves) — Kendra Dawn Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Kansas City, MO, USA Height: 5'3" Weight: 175 Eyes: BLN Hair: BLU
City State COUNTRY (not county)

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

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

7. Daytime telephone number: (714) 500-2400 E-mail address: licensing@bjri.com

8. Business Name: BJ's Restaurant & Brewhouse Business Phone: / TBD /

9. Business Location Address: 14950 W McDowell Rd. Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
03/2011	CURRENT	Secretary/EVP/GC	BJ's Restaurants, Inc. - 7755 Center Ave. #300, Huntington Beach, CA 92647

(ATTACH ADDITIONAL SHEET IF NECESSARY)

22 MAY 11 Lic. Lic. #1124

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
04/2007	CURRENT	1802 Pine Street, Huntington Beach, CA 92648

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 **YOU MUST** attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

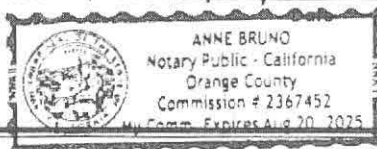
CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

Signature: Kendra D. Miller State of Ca County of Orange
The foregoing instrument was acknowledged before me this
10 Day of Jan 22
Day Month Year

My Commission Expires on: 8/20/25

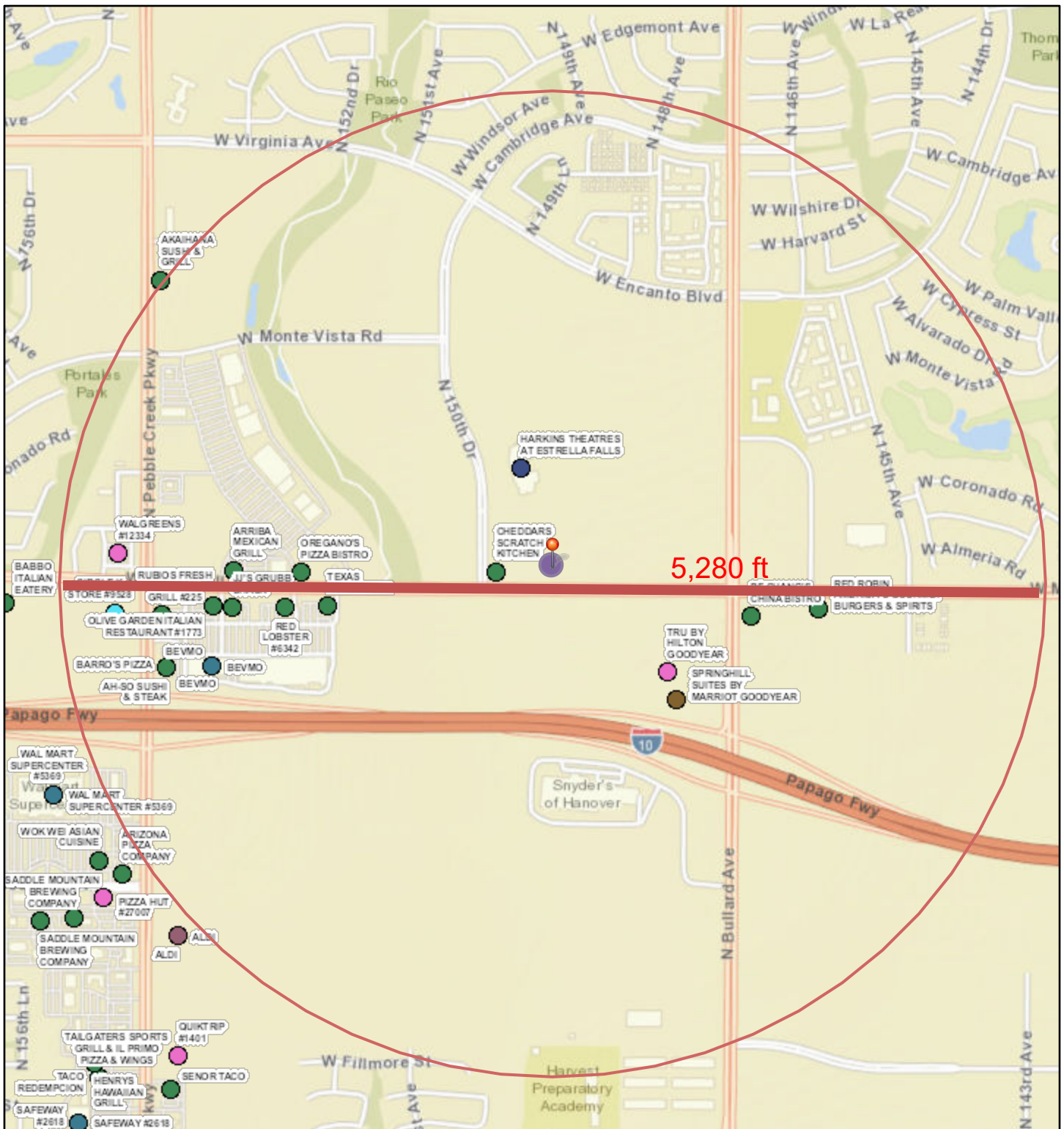


[Signature]
Signature of Notary

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

PRINT NAME: _____ SIGNATURE: _____

BJ's Restaurant and Brewhouse



6/16/2022, 11:10:33 AM

1:18,056

September 2021 Liquor License Locations

BYOB

Bar

Beer & Wine Bar

Beer and Wine Store

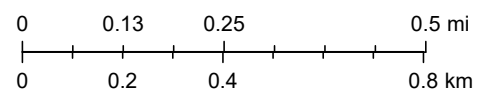
Beer and Wine Store Sampling

Government

Hotel

Liquor Store

Liquor Store Sampling



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

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile – BJ'S Restaurant & Brewhouse**Applicant Address:** 14950 W. McDowell Rd., Goodyear, AZ 85395

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
Cheddars Scratch Kitchen	15030 W McDowell Rd	649.11 ft.	12
Harkins Theatres at Estrella Falls	15010 W McDowell Rd	1,350.08 ft.	6
Tru by Hilton Goodyear	1430 N Bullard Avenue	1,495.87 ft.	10
Springhill Suites by Marriot Goodyear	1370 N Bullard Avenue	1,756.04 ft.	11
PF Chang's China Bistro	14681 W McDowell Rd	2,122.34 ft.	12
Texas Roadhouse	15255 W McDowell Rd	2,428 ft.	12
Oregano's Pizza Bistro	15280 W McDowell Rd	2,713.15 ft.	12
Red Robin America's Gourmet Burgers and Spirits	14551 W McDowell Rd	2,843.44 ft.	12
Red Lobster #6342	15311 W McDowell Rd	2,880.7 ft.	12
Arriba Mexican Grill	15370 W McDowell Rd	3,435.13 ft.	12
Olive Garden Italian Restaurant #1773	15411 W McDowell Rd	3,656 ft.	12
BEVMO	15405 W McDowell Rd	3,741.3 ft.	9
Rubios Fresh Mexican Grill #225	15479 W McDowell Rd	4,207.69 ft.	12
Barro's Pizza	15475 W McDowell Rd #103	4,224.76 ft.	12
Ah-So Sushi & Steak	15475 W McDowell Rd #105	4,224.76 ft.	12
Walgreens #12334	1654 N Pebble Creek Pkwy	4,677.52 ft.	10
Circle K Store #9528	1550 N Pebble Creek Pkwy	4,694.48 ft.	9
Places of Worship			
Wellspring Church	2001 N Bullard Ave	3,041.44 ft.	
Schools			
Archway Trivium West	2001 N Bullard Ave	3,024.05 ft.	

Series Legend:

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

ITEM #: 6.
DATE: 07/11/2022
AI #:984



CITY COUNCIL ACTION REPORT

**SUBJECT: RECOMMEND APPROVAL OF A NEW SERIES 12
(RESTAURANT) LIQUOR LICENSE FOR EL TATAKI SUSHI
FUSION EXPRESS**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Manuel De Jesus Herrera Jr., agent/applicant, El Tataki Sushi Fusion Parkway

SUMMARY

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

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 198840, a request by Manuel De Jesus Herrera Jr., agent/applicant for El Tataki Sushi Fusion Express, for a new Series 12 liquor license. El Tataki Sushi Fusion Express is located at 790 N. Estrella Parkway #D & #E., Goodyear, AZ 85338 generally located on the southwest corner of Estrella Parkway and Roosevelt. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Mr. Herrra has applied for a New Series 12 liquor license for El Tataki Sushi Fusion Express, which is currently open for business but not selling alcohol. El Tataki Sushi Fusion Express will be a full-service restaurant and is the 2nd location in the Phoenix Metro Area, with a future location in Tempe.

The City Clerk's Office received the application from the Arizona Department of Liquor Licenses and Control on June 14, 2022. A public notice was posted on the property on June 21, 2022, to comply with Arizona Revised Statutes §4-201(b). No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services

Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment that derives at least forty percent (40%) of its gross revenue from the sale of food. The DLLC requires license owners, agents, and managers actively involved in the business's day-to-day operations to complete a state-approved management training course before issuing a liquor license. Mr. Herrera and employees have completed the State training and Certification. He states the restaurant has an in-depth internal responsible alcohol service program aimed to prevent the sale to minors and over-service of guests. A manager will be present on-site during all business hours. He also stated that their policy is to ask for identification from anyone who appears to be under 40 years of age, and all staff will be trained to understand and follow the guidelines of Arizona liquor license laws to avoid selling alcohol to minors.

There are no licensed childcare facilities, K-12 schools, or churches within 300 feet of the location.

The City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report with Menu
Liquor License Evaluation Map
Liquor License within One Mile Report

State of Arizona
Department of Liquor Licenses and Control

Created 06/14/2022 @ 09:04:36 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	EL TATAKI SUSHI FUSION EXPRESS		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	790 N ESTRELLA PARKWAY #D & E GOODYEAR, AZ 85338 USA		
Mailing Address:	790 N ESTRELLA PARKWAY #D & E GOODYEAR, AZ 85338 USA		
Phone:	(623)248-6696		
Alt. Phone:	(623)414-5922		
Email:	MANUEL@ELTATAKISUSHI.COM		

AGENT

Name:	MANUEL DE JESUS HERRERA JR
Gender:	Male
Correspondence Address:	790 N ESTRELLA PARKWAY #D & E GOODYEAR, AZ 85338 USA
Phone:	(623)414-5922
Alt. Phone:	
Email:	MANUEL@ELTATAKISUSHI.COM

OWNER

Name: EL TATAKI EXPRESS LLC
Contact Name: MANUEL DE JESUS HERRERA JR
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23216474 State of Incorporation: AZ
Incorporation Date: 04/28/2021
Correspondence Address: 790 N ESTRELLA PARKWAY
#D & E
GOODYEAR, AZ 85338
USA
Phone: (623)414-5922
Alt. Phone:
Email: MANUEL@ELTATAKISUSHI.COM

Officers / Stockholders

Name:	Title:	% Interest:
MANUEL DE JESUS HERRERA JR	MEMBER	50.00
SILVIA HERRERA	MEMBER	50.00

EL TATAKI EXPRESS LLC - MEMBER

Name: MANUEL DE JESUS HERRERA JR
Gender: Male
Correspondence Address: 790 N ESTRELLA PARKWAY
#D & E
GOODYEAR, AZ 85338
USA
Phone: (623)414-5922
Alt. Phone:
Email: MANUEL@ELTATAKISUSHI.COM

EL TATAKI EXPRESS LLC - MEMBER

Name: SILVIA HERRERA
Gender: Female
Correspondence Address: 790 N ESTRELLA PARKWAY
#D & E
GOODYEAR, AZ 85338
USA
Phone: (623)806-2234
Alt. Phone:
Email:

APPLICATION INFORMATION

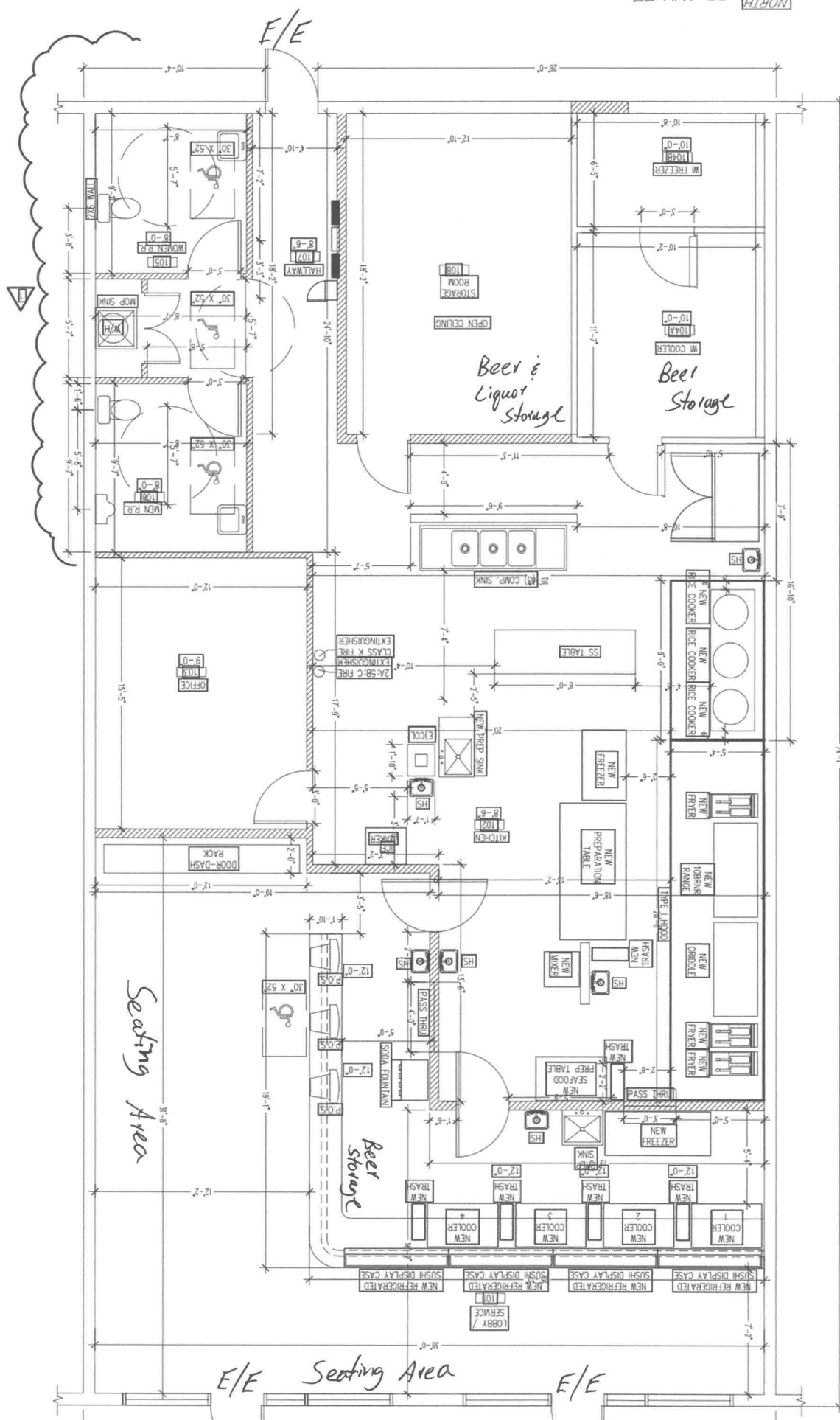
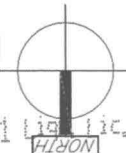
Application Number: 198840
Application Type: New Application
Created Date: 05/31/2022

Crar

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
RESPONSIBLE FOR PAYMENT ON THE REMAINDER OF THE LEASE AGREEMENT
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
No
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT





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

22 MAY 31 11:59 PM

DLLC USE ONLY
Job # 198840

RESTAURANT OPERATION PLAN

El Tataki Sushi Fusion Express

- Name of restaurant (Please print):
- List equipment below by Make, Model, and Capacity : **(PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)**

Grill	Imperial 48" Griddle, Imperial 24" 6 Burner Hotplate
Oven	Waring Commercial Convection Oven
Freezer	Bootz 10'-8" by 6'-5" Walk-in Freezer, True 2 Door Under Counter Freezer 48"
Refrigerator	Bootz 11'-7" by 10'-2" Walk-in Cooler, 2 Hoshizaki HNC-150MA-I-SLH Sushi Cases, 3 True TWT-48" Wide Work Top Refrigerators, 1 True TPP-AT-93-HC 93" Wide Prep Table, 1 True TSSU-60-24M-B-ST-HC 60" Wide Mega Sandwich Prep Table
Sink	2 Prep Sinks, 5 Hand Wash Sinks, 3 Compartment Sink 18"x24"
Dish Washing Facilities	3 Compartment Sink
Food Preparation Counter (Dimensions)	2 GSW 30"W X 72"L Work Tables
Other	3 Pitco Fryers, 3 Tar Hong, 55-Cup Rinnai Rice Cookers, Omcam 5 Gallon Mixer

- Attach a copy of your full menu **including prices** (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).

- List the **seating capacity** for:

- Restaurant dining area of your premises:
(Do not include patio seating) [20]
- Bar area of your premises: [+ 0]
- Total dining and bar seating capacity of your premises: [= 20]

- What Type of dinnerware and utensils are utilized within your restaurant?

☒ Reusable ☒ Disposable ☐ Both

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

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

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

20
(Do not include kitchen, bar, hi-top tables, or game area.) _____%

22 MAY 31 11:47 AM 1 59

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

2 TVs

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

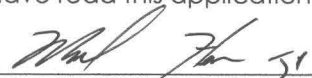
(If yes, what type and how often 8.5

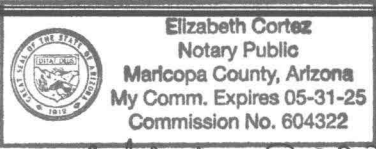
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

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

Position	How many
Cooks	3
Bartenders	0
Hostesses	0
Managers	1
Servers	1
Other (Cashiers)	5
Other (Sushi Chefs)	4
Other (Prep)	3

I, Manuel De Jesus Herrera Jr., hereby declare that I am the APPLICANT filing this application.
I have read this application and the contents and all statements true, correct and complete.

X 
(Signature of APPLICANT)

NOTARY	
State of <u>AZ</u> County of <u>Maricopa</u>	
The foregoing instrument was acknowledged before me this <u>31st</u> day of <u>May</u> <u>2020</u>	
My Commission Expires on: <u>05/31/25</u> Date	<u></u> Signature of Notary Public



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

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

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

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

1. All invoices and receipts for the purchase of food and spirituous liquor for the licensed premises.
2. A list of *all* food and liquor vendors
3. The restaurant menu used during the audit period
4. A price list for alcoholic beverages during the audit period
5. Mark-up figures on food and alcoholic products during the audit period
6. A recent, *accurate* inventory of food and liquor (taken within two weeks of the Audit Interview Appointment)
7. Monthly Inventory Figures - beginning and ending figures for food and liquor
8. Chart of accounts (copy)
9. Financial Statements-Income Statements-Balance Sheets
10. General Ledger
 - A. Sales Journals/Monthly Sales Schedules
 - 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
 - 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
 - 3) Dated Guest Checks
 - 4) Coupons/Specials/Discounts
 - 5) Any other evidence to support income from food and liquor sales
 - B. Cash Receipts/Disbursement Journals
 - 1) Daily Bank Deposit Slips
 - 2) Bank Statements and canceled checks
11. Tax Records
 - A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
 - B. Income Tax Return - city, state and federal (copies)
 - C. Any supporting books, records, schedules or documents used in preparation of tax returns
12. Payroll Records
 - A. Copies of all reports required by the State and Federal Government
 - B. Employee Log (A.R.S. §4-119)
 - C. Employee time cards (actual document used to sign in and out each work day)
 - D. Payroll records for all employees showing hours worked each week and hourly wages

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

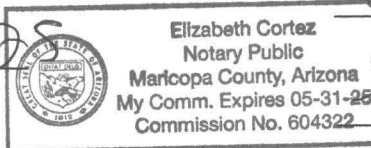
NOTARY

I, (Print Full Name) Manuel De Jesus Herrera Jr., have read and understand all aspects of this statement

X (Signature) [Signature]
Controlling Person / Agent

State of Arizona County of Maricopa
the foregoing instrument was acknowledged before me this

My commission expires on: 05/31/25



31st of May 2022
Day Month Year
[Signature]
Signature of NOTARY PUBLIC

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



Fresh and Raw / Kid Friendly / Natural
Full Bar / 50 Different Sushi Rolls
Take Away / Weekly Specials / Happy Hour

Menu

Appetizers

FIRECRACKERS JALAPEÑOS \$ 13.50

Served with cream cheese, crab, spicy tuna, orange & eel sauce (deep fried).

EDAMAME \$ 5.25

Add garlic \$.50

SPICY EDAMAME \$ 8.75

Add garlic \$.50

SPICYSWEET EDAMAME \$ 8.95

Seasoned with garlic & our spicy sweet sauce.

SWEET EDAMAME \$ 8.75

Add garlic \$.50

*Spicysweet
Edamame*



*Spicy
Edamame*

*Sweet
Edamame*

* FRIED AVOCADO \$ 13.75

Tempura deep fried avocado stuffed with spicy salmon & spicy tuna topped with tempura deep fried crab stick, seaweed salad, creamy sauce, green onion, spicy ponzu, eel sauce & sesame seeds.

VEGGIE TEMPURA MIX \$ 10.50

Asparagus tempura, carrots, squash, broccoli & onion rings.

CALAMARI TEMPURA (6Pcs) \$ 10.95

Served with onion rings and miso mayo sauce (deep fried).

BASKET OF FRIES \$ 7.50

Served with ranch.

CHICKEN WINGS \$ 12.95

Choice of hot, BBQ, citrus Chipotle BBQ, mango habanero, red chile sauce, served with ranch & side of fries.

House wings sauce \$.50

BONELESS CHICKEN WING \$ 12.95

Choice of hot, BBQ, citrus Chipotle BBQ, mango habanero, red chile sauce, served with ranch & side of fries.

Spring Rolls



Firecrackers Jalapeños

GUERITOS \$ 13.75

Chile guero, cream cheese, crab, shrimp, bacon, orange & eel sauce (deep fried).

SHRIMP TEMPURA (6 Pcs) \$ 9.95

Served with onion rings & miso mayo sauce (deep fried).

SPRING ROLLS \$ 7.50

Vegetable spring rolls.

GYOZAS \$ 7.95

Fried pork dumplings.

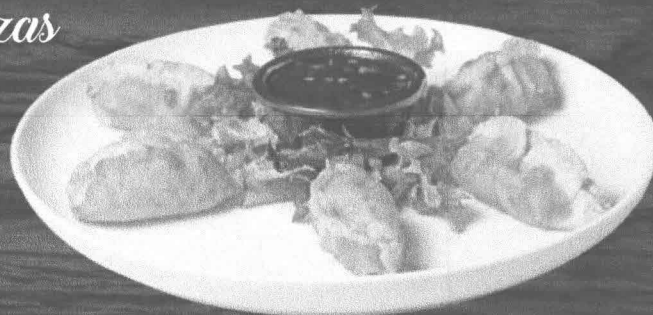
Gueritos



Fried Avocado



Gyozas





Teriyaki

TERIYAKI \$ 12.75
Your choice of beef or chicken, served with onions & mushrooms on rice.

TERIYAKI WITH VEGETABLES \$ 13.75
Your choice of beef or chicken, served with onions, mushrooms, squash, carrots & broccoli on rice.

Yakisoba

YAKISOBA BEEF OR CHICKEN \$ 14.50
Served with squash, carrot, broccoli, cabbage, onion & yakisoba sauce.

Shrimp +\$2.50

YAKISOBA \$ 11.75
Served with squash, carrot, broccoli, cabbage, onion & yakisoba sauce.

Soup

HOUSE MISO SOUP \$ 7.25
Miso soup served in a bowl with white rice, shrimp, fresh lemon juice, green onions, wakame & sriracha sauce.

Sea Food

* **COCTEL DE CAMARON** \$ 16.95
Cooked shrimp, onion, cucumber, tomato, avocado, maggi house sauce (callo / scallops + \$9.50).

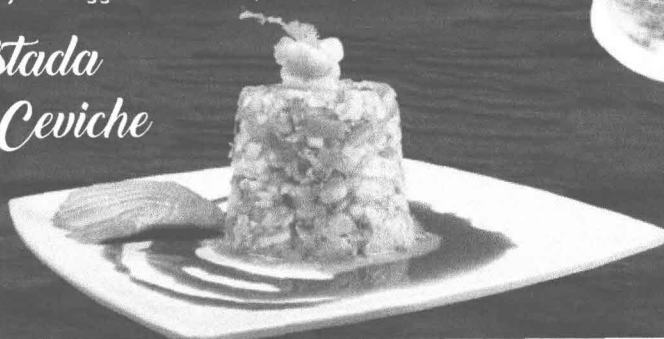
* **TOSTADA DE CEVICHE** \$ 15.95
Shrimp cooked with lime juice, red onion, cucumber, avocado, maggi house sauce (callo / scallops + \$9.50), (mango bits + \$2.50).

* **AGUACHILE** \$ 23.95
Shrimp cooked with lime juice, red onion, cucumber, tomato, avocado, maggi house sauce (callo / scallops + \$9.50), (mango bits + \$2.50).

* **TUNA AGUACHILES** \$ 24.95
Tuna, mango bits, red onion, chile serranos & our rainbow sauce (aguachile shrimp + \$10.00).

* **TUNA TOSTADAS** \$ 13.95
Wong tong, tuna, avocado, tempura deep fried green onion, spicy mayo & maggi house sauce. (order of 3).

Tostada de Ceviche



Fried Rice

CHICKEN FRIED RICE \$ 11.75
Contains, egg, soy sauce, green onion & carrots

BEEF FRIED RICE \$ 11.95
Contains, egg, soy sauce, green onion & carrots

SHRIMP FRIED RICE \$ 12.95
Contains, egg, soy sauce, green onion & carrots

COMBO CHICKEN, SHRIMP FRIED RICE \$ 13.95
Contains, egg, soy sauce, green onion & carrots

COMBO CHICKEN, BEEF, SHRIMP FRIED RICE \$ 14.95
Contains, egg, soy sauce, green onion & carrots

FRIED RICE \$ 10.95
Contains, egg, soy sauce, green onion & carrots

YAKIMESHI \$ 11.95
Fried rice, cream cheese, crab & avocado.

Fried Rice



Tuna Tostadas



Aguachile

* Consuming raw or uncooked meats, poultry, seafood, shellfish or eggs may increase your risk of foodborne illness. Items displaying *contain raw fish.

Salads

*** SASHIMI SALAD** \$ 20.99
Salmon, yellow tail, tuna, avocado, lemon, shrimp, spring mix, mustard soy dressing & our spicy mayo specialty mix.

CALAMARI JALAPEÑO TEMPURA SALAD \$ 14.99
Calamari tempura, jalapeño tempura, spring mix, cucumber & mustard soy dressing.

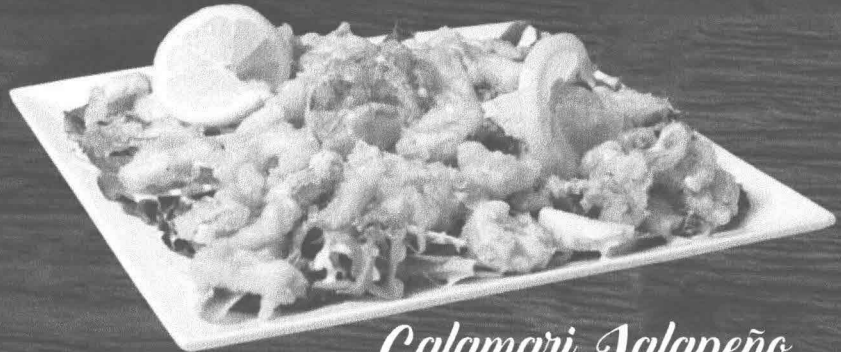
*** TUNA ZAKU SALAD** \$ 15.95
Tuna, spring mix, yamagobo, mustard soy dressing, sriracha, chili paste, avocado, ginger, sesame seed, eel & rainbow sauce.

GRILLED CHICKEN SALAD \$ 11.95
Grilled chicken, spring mix, cucumber, tomato, mustard soy dressing with side of ranch dressing.

FIRE SALAD \$ 11.95
Chicken on buffalo sauce, spring mix, mustard soy dressing, tomato, cucumber, avocado, carrot with side of ranch.



Sashimi Salad



Calamari Jalapeño Tempura Salad



Squid Salad

DINNER SALAD \$ 7.50
Spring mix, cucumber, tomato, mustard soy dressing, & side of ranch dressing.

CUCUMBER SALAD \$ 7.75
Cucumber, shrimp, crab stick mix, wakame & spicy ponzu.

*** SQUID SALAD** \$ 8.75

*** SEAWEED SALAD** \$ 7.00
Seasoned seaweed.

Veggie Rolls

VEGGIE ROLL \$ 9.95
Cucumber, avocado, carrots, spring mix, celery.

CUCUMBER ROLL \$ 7.95
Cucumber.

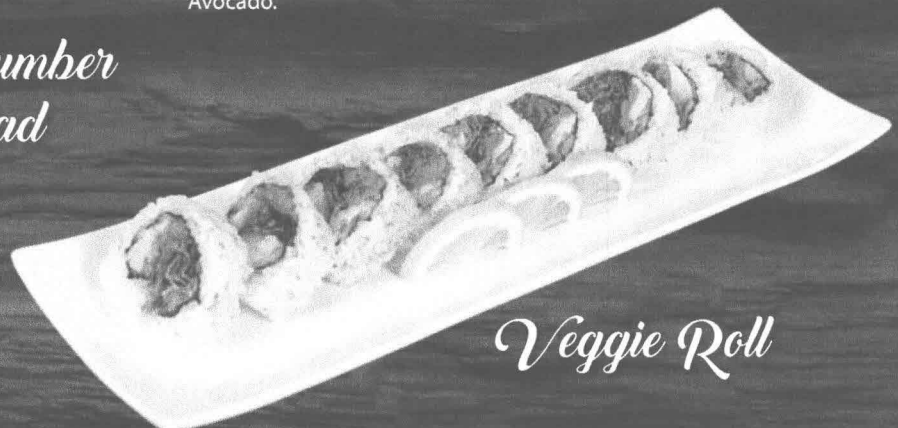
AVOCADO ROLL \$ 9.50
Avocado.



Grilled Chicken Salad



Cucumber Salad



Veggie Roll

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Sashimi / Nigiri

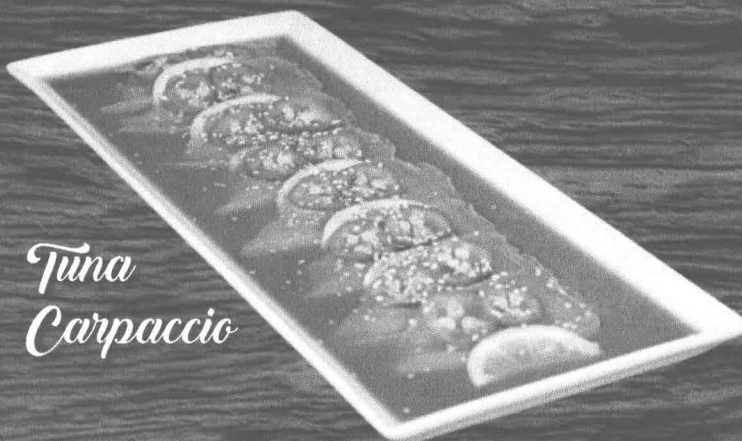
Sashimi 6 pc

- * SASHIMI MIX \$ 15.50
Your choice of tuna, yellow tail or salmon.
- * SASHIMI RAINBOW \$ 16.25
Salmon, tuna, lemon, serrano peppers, cucumber & rainbow sauce.
- * EEL \$ 14.50
- * TUNA \$ 14.95
- * SALMON \$ 13.95
- * YELLOW TAIL \$ 15.50



*Sashimi
Rainbow*

Carpaccios



*Tuna
Carpaccio*

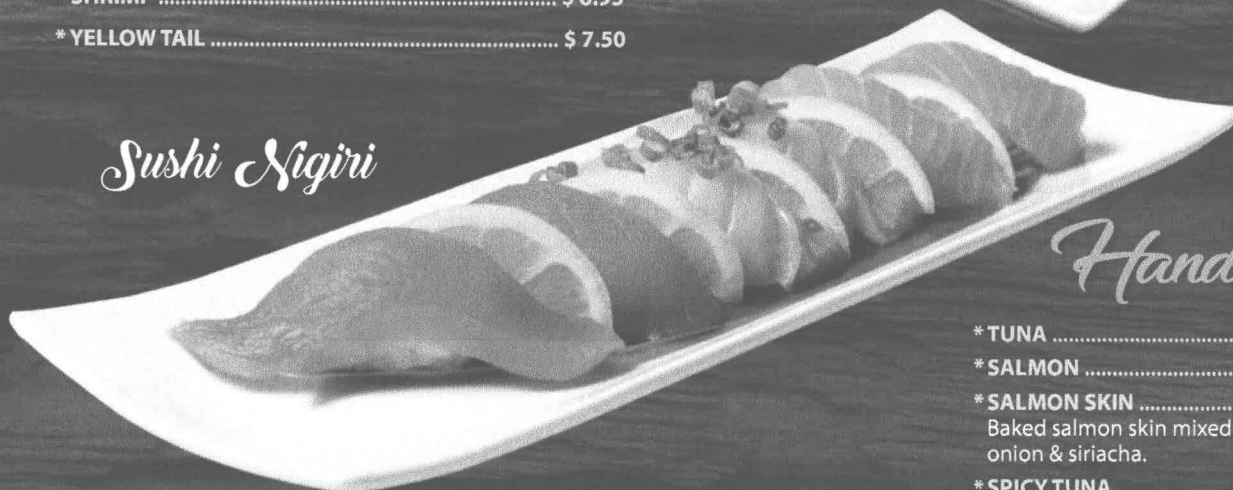
- * CREAMY CARPACCIO \$ 15.75
Salmon topped with our creamy sauce, green onion, rice cracker, lemon & avocado.
- * TUNA \$ 15.50
Tuna topped with serrano peppers, lemon, rainbow sauce, green onion & sesame seeds.
- * YELLOW TAIL \$ 16.00
Yellow tail, salmon, topped with serrano peppers, lemon, rainbow sauce, green onion & sesame seeds.
- * SALMON \$ 15.50
Salmon topped with serrano peppers, lemon, rainbow sauce, green onion & sesame seeds.

Sushi Nigiri 2 pc

- * EEL (Order of 3 pc.) \$ 8.00
- * TUNA \$ 6.95
- * SALMON \$ 6.50
- * SHRIMP \$ 6.95
- * YELLOW TAIL \$ 7.50



*Creamy
Carpaccio*



Sushi Nigiri

Hand Rolls

- * TUNA \$ 11.75
- * SALMON \$ 10.75
- * SALMON SKIN \$ 12.95
Baked salmon skin mixed with spicy mayo, green onion & siriacha.
- * SPICY TUNA \$ 10.50
- * SPICY SALMON \$ 10.95
- * SPICY YELLOW TAIL \$ 11.25

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Traditional Rolls

CALIFORNIA ROLL \$ 9.50
Cucumber, avocado, crab.

SPICY CALIFORNIA ROLL \$ 9.95
Cucumber, avocado, spicy crab.

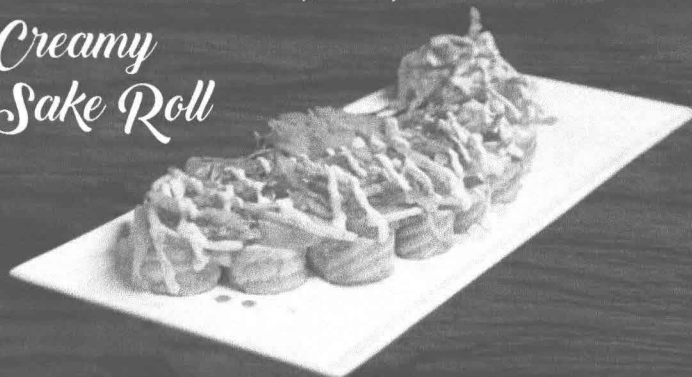
* **SPICY TUNA ROLL** \$ 11.95
Cucumber, spicy tuna.

* **SPICY SALMON ROLL** \$ 12.00
Cucumber, avocado, spicy salmon.

* **PHILADELPHIA ROLL** \$ 12.95
Cucumber, avocado, cream cheese, topped with salmon.

TOOTSIE ROLL \$ 11.75
Cucumber, avocado, crab, shrimp, crunchy & eel sauce.

Creamy Sake Roll



ARIZONA ROLL \$ 16.95
Crab, asparagus, green onion, shrimp tempura, lemon slice, topped with avocado, eel sauce, creamy sauce, Chipotle sauce, green onion & Sriracha.

* **RAINBOW ROLL** \$ 17.75
Cucumber, avocado, crab, topped with tuna, salmon, yellow tail & shrimp.

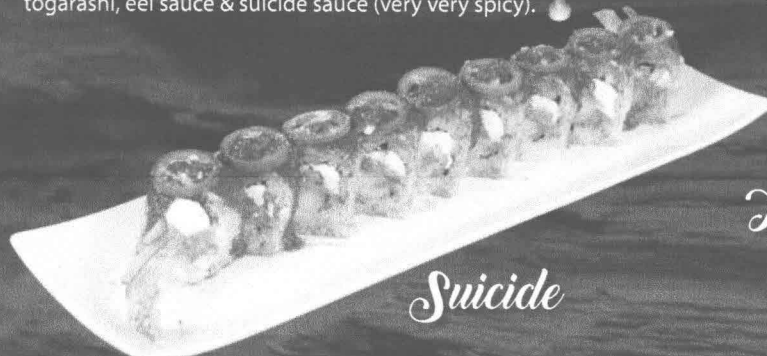
* **ROCK & ROLL** \$ 17.95
Avocado, carrots, crab, shrimp, tuna, salmon, yellow tail, masago, green onion & spicy ponzu, (wrapped in cucumber).

CRUNCHY ROLL \$ 12.95
Cucumber, avocado, crab, shrimp tempura, crunchy & eel sauce.

CRUNCHY JALAPEÑO ROLL \$ 13.50
Cucumber, avocado, crab, shrimp tempura, crunchy, topped with jalapeño slices & eel sauce.

CATERPILLAR ROLL \$ 17.25
Cucumber, crab, (eel baked), topped with avocado, eel sauce & sesame seeds.

* **SUICIDE ROLL** \$ 17.95
Shrimp tempura, spicy salmon, cucumber, avocado, cream cheese, topped with seared yellow tail, jalapeño, spicy ponzu, togarashi, eel sauce & suicide sauce (very very spicy).



Suicide

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El Tataki

* **EL TATAKI ROLL** \$ 18.95
Cucumber, avocado, jalapeño, green onion tempura, bell peppers tempura, cream cheese, shrimp tempura, topped with seared tuna, wasabi mayo sauce, spicy ponzu sauce, eel sauce & sriracha sauce.

* **FIESTA SALMON ROLL** \$ 18.50
Cucumber, avocado, jalapeño, green onion tempura, bell peppers tempura, cream cheese, shrimp tempura, topped with seared salmon, wasabi mayo sauce, spicy ponzu sauce, eel sauce & sriracha sauce.

* **SEÑORITA ROLL** \$ 17.99
Cucumber, avocado, crab, shrimp tempura, topped with tuna, crunchy, eel sauce & sriracha sauce.

* **EL SEÑORITO ROLL** \$ 17.75
Cucumber, avocado, crab, shrimp tempura, topped with salmon, crunchy, eel sauce & sriracha sauce.

Nacamura Roll



* **PSYCHO ROLL** \$ 17.95
Spicy tuna, shrimp tempura, green onion, lemon slices, topped with seared tuna, eel sauce, rainbow sauce, creamy sauce, Sriracha & Rice cracker.

* **KATANA ROLL** \$ 17.99
Shrimp tempura, crab, cucumber, avocado, topped with seared yellow tail, jalapeño slices, spicy ponzu, green onion & sriracha.

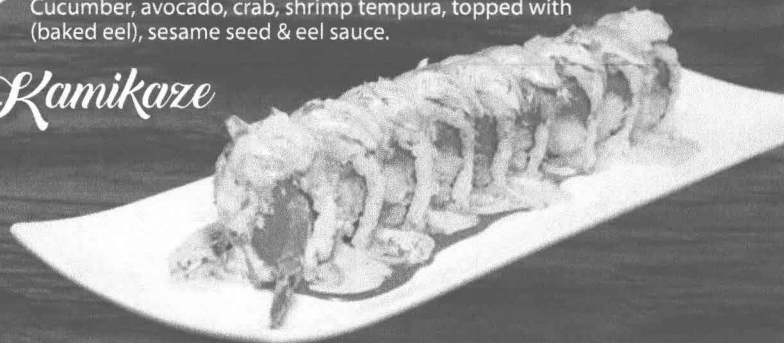
SHRIMP KILLER ROLL \$ 17.99
Crab, cucumber, avocado, shrimp tempura, topped with avocado, shrimp, eel sauce & sesame seeds.

* **KAMIKAZE ROLL** \$ 17.75
Cucumber, spicy tuna, shrimp tempura, topped with avocado, orange & eel sauce, tataki sauce.

* **SPICY CRUNCH ROLL** \$ 16.75
Spicy crab, shrimp tempura, avocado, cucumber, topped with spicy tuna, crunchy, orange sauce, sriracha & eel sauce.

DRAGON ROLL \$ 18.25
Cucumber, avocado, crab, shrimp tempura, topped with (baked eel), sesame seed & eel sauce.

Kamikaze



Traditional Rolls

- CALI BOMBER ROLL** \$ 16.50
Crab, cucumber, avocado, topped with salmon dynamite, seared habanero sauce, cali bomber sauce, sesame seed, green onion & eel sauce (tempura deep fried).
- * **NACAMURA ROLL** \$ 17.75
Shrimp tempura, cream cheese, cucumber, avocado, lemon slices topped with salmon, onion tempura, creamy sauce & sriracha.
- * **TUNA LOVER ROLL** \$ 17.95
Shrimp tempura, spicy tuna, asparagus, green onion, topped with tuna, lemon, cilantro & rainbow sauce.
- VEGAS ROLL** \$ 13.75
Avocado, crab, cream cheese, salmon, sesame seed & eel sauce (tempura deep fried).
- * **VIVA LAS VEGAS ROLL** \$ 15.25
Shrimp tempura, cream cheese, tuna, cucumber, avocado, topped with wasabi mayo, eel sauce, green onion & sesame seed (tempura deep fried).
- KAMA KAMA ROLL** \$ 16.75
Shrimp tempura, cucumber, crab, cream cheese, topped with avocado, eel & orange sauce, tataki sauce.
- * **LEMON ROLL** \$ 17.75
Cucumber, spicy tuna, shrimp, topped with salmon, lemon slices, green onion & spicy ponzu sauce.
- * **LEMON SCALLOP ROLL** \$ 18.50
Spicy tuna, shrimp, cucumber, topped with salmon, baked scallops, lemon slices, spicy ponzu & green onion.
- * **CREAMY SAKE ROLL** \$ 18.95
Spicy tuna, cucumber, shrimp tempura, topped with avocado, lemon slices, salmon, onion tempura, spicy ponzu & creamy sauce.
- * **ZAKU ROLL** \$ 19.50
Spicy tuna, cucumber, shrimp tempura, topped with avocado, lemon slices, tuna, onion tempura, spicy ponzu & creamy sauce.



Cali Bomber

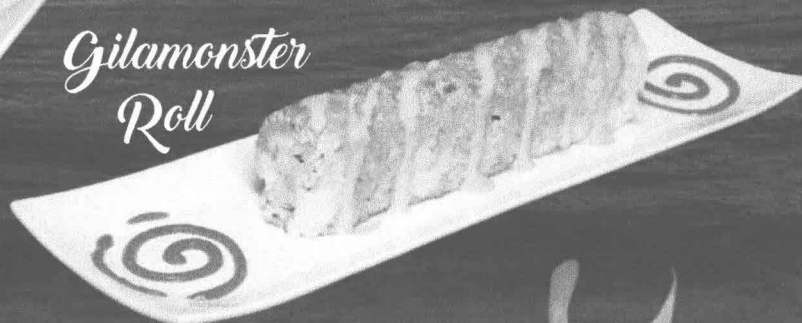
Mango Rolls

- SPICY MANGO ROLL** \$ 16.00
Shrimp tempura, cream cheese, cucumber, avocado, spicy crab, topped with natural mango, red crunchy & our natural mango sauce.
- * **CRAZY MANGO ROLL** \$ 16.75
Your choice salmon or shrimp tempura, cream cheese, natural mango, topped with avocado, red crunchy, milled peanuts & our natural mango sauce & eel sauce.
- * **TROPICAL ROLL** \$ 17.95
Shrimp tempura, spicy crab, lemon slices, asparagus, topped with avocado, salmon bits, mango bits, green onion, togarachi, sesame seed & rainbow sauce.
- * **TROPICAL TUNA ROLL** \$ 18.50
Shrimp tempura, spicy crab, lemon slices, asparagus, topped with avocado, tuna bits, mango bits, green onion, togarachi, sesame seed & rainbow sauce.



Spicy Mango

Gilammonster Roll



Baked Rolls

- LOTUS ROLL** \$ 17.75
Cucumber, avocado, crab, topped with langostino mix, eel & orange sauce.
- POISON IVY ROLL** \$ 16.25
Cucumber, avocado, spicy crab, shrimp, topped with cream cheese jalapeno & eel sauce.
- GILAMONSTER ROLL** \$ 16.25
Cucumber, avocado, shrimp, crab topped with cream cheese mix, orange & eel sauce.
- OVEN SALMON ROLL** \$ 16.75
Shrimp tempura, cream cheese, cucumber, avocado, lemon slices, topped with baked salmon, massago, green onion & house dressing.
- VOLCANO ROLL** \$ 15.50
Cucumber, avocado, crab, topped with spicy salmon, orange & eel sauce.

Lotus



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Mexican Rolls

GUAMUCHILITO ROLL \$ 17.99
Shrimp tempura, avocado, cucumber, crab, cream cheese, shrimp, orange & eel sauce (deep fried).

GUAMUCHILITO NATURAL ROLL \$ 17.99
Shrimp tempura, avocado, cucumber, crab, cream cheese, shrimp, orange & eel sauce.

MILENA ROLL \$ 17.99
Shrimp tempura, chicken, bacon, avocado, cucumber, cream cheese Monterey jack cheese, orange & eel sauce (deep fried).

TRES QUESOS ROLL \$ 15.99
Crab, avocado, cucumber, Monterey jack cheese, American cheese, cream cheese, orange & eel sauce (deep fried).



Guamuchilito

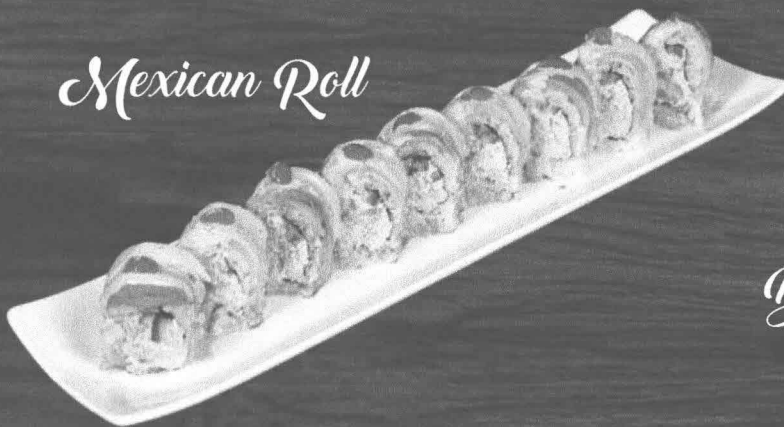
CIELO, MARY TIERRA ROLL \$ 18.50
Shrimp tempura, chicken, beef, avocado, cucumber, cream cheese, orange & eel sauce (deep fried).

MARY TIERRA ROLL \$ 17.99
Shrimp tempura, beef, avocado, cream cheese, cucumber, orange & eel sauce (deep fried).

CORDON BLEU ROLL \$ 18.50
Beef, chicken, bacon, avocado, cucumber, Monterey jack cheese, cream cheese, orange & eel sauce (deep fried).

CARNE ASADA ROLL \$ 17.50
Carne asada, tomato, jalapeño, onion, cilantro, cucumber, avocado, cream cheese, orange & eel sauce (deep fried).

Mexican Roll



EL CRABBY ROLL \$ 18.99
Crab, shrimp tempura, cucumber, avocado, cream cheese, topped with crab, jalapeño slices, orange & eel sauce, sriracha sauce (tempura deep fried).

GREÑUDITO ROLL \$ 17.99
Cucumber, crab, cream cheese, shrimp, topped with avocado, breaded shrimp, crab stick, green onion, sesame seeds & eel sauce (natural).

DINAMITA ROLL \$ 18.50
Shrimp tempura, cucumber, avocado, cream cheese, crab, topped with a baked mix of crab stick, shrimp, scallops, red crunchy, orange & eel sauce (tempura deep fried).

JOJO ROLL \$ 17.99
Shrimp, crab, cucumber, avocado, cream cheese, monterey jack cheese, bacon, orange & eel sauce, togarachi (tempura deep fried).

Dinamita



CIELO Y TIERRA ROLL \$ 17.99
Chicken, beef, avocado, cream cheese, cucumber, orange & eel sauce (deep fried).

EL CIELO ROLL \$ 17.00
Chicken, avocado, cream cheese, cucumber, orange & eel sauce (deep fried).

MARY Y CIELO ROLL \$ 17.99
Shrimp tempura, chicken, avocado, cream cheese, cucumber, orange & eel sauce (deep fried).

EL SINALOCO ROLL \$ 20.95
Shrimp tempura, crab, cream cheese, avocado, cucumber, topped with more shrimp tempura, crab, avocado, eel sauce, sriracha, green onion & sesame seeds (deep fried).



El Crabby



El Sinaloco

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Mexican Rolls

NAVOLATO ROLL \$ 17.25

Avocado, cream cheese, cucumber, shrimp, topped with jalapeño, bacon, shrimp, melted jack cheese, green onion, sesame seed & eel sauce (deep fried).

EL JAPAN ROLL \$ 16.25

Bacon, avocado, shrimp, cream cheese, cucumber, topped with crab, eel sauce, sriracha sauce, green onions & sesame seed (natural).

EL CULIACANCITO ROLL \$ 17.25

Shrimp, avocado, cream cheese, cucumber, topped with melted jack cheese, bacon, shrimp, green onions, sesame seed, eel sauce & sriracha (deep fried).

MEXICAN ROLL \$ 16.75

Cucumber, spicy crab, salmon tempura, topped with yellow peppers, avocado inside, orange sauce, eel sauce, tataki sauce & sriracha (natural).

SCORPION ROLL \$ 17.75

Cucumber, avocado, spicy crab, cream cheese, shrimp tempura sesame seed & eel sauce (tempura deep fried).

SCORPION NATURAL ROLL \$ 17.50

Cucumber, avocado, spicy crab, cream cheese, shrimp tempura, sesame seed & eel sauce (natural).

EL GORILLA ROLL \$ 17.25

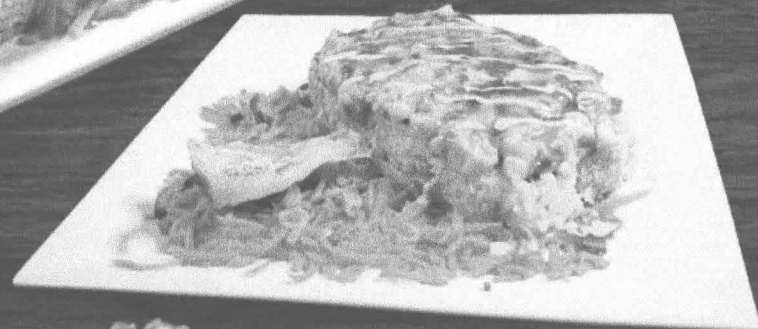
Crab stick tempura, cream cheese, avocado, topped with fried macho banana, eel sauce & chipotle sauce (Natural).



Scorpion



Lomita



Culichi

Baked Rolls

CULICHI ROLL \$ 19.25

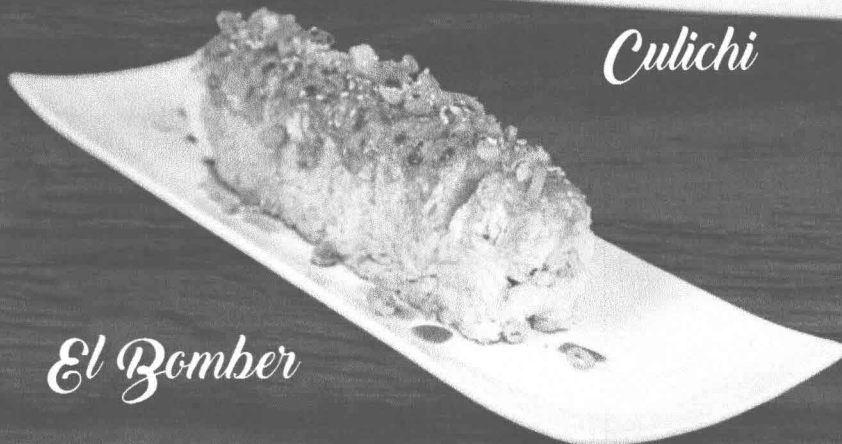
Cucumber, avocado, crab, shrimp tempura, topped with mix of (octopus, scallops, shrimp, salmon) shredded cheese, orange & eel sauce.

LOMITA ROLL \$ 19.95

Shrimp tempura, cucumber, cream cheese, topped with mix of (scallops, crab, shrimp), yellow pepper, avocado, monterey jack cheese, eel sauce, green onion & sesame seed.

EL BOMBER ROLL \$ 17.00

Shrimp tempura, cucumber, avocado, cream cheese, topped with salmon dynamite, habanero sauce, spicy ponzu, green onion & eel sauce.



El Bomber

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Filets

RIBEYE TERIYAKI FILET \$ 26.50

Ribeye steak 10 oz, red peppers, mushrooms, onions, sesame seed, teriyaki sauce, topped with fresh green onions & served with side of white rice.

WHITE FISH FILET \$ 17.25

Tilapia filet fried, seasoned with lemon juice & soy sauce, served with side of white rice & spring mix salad.

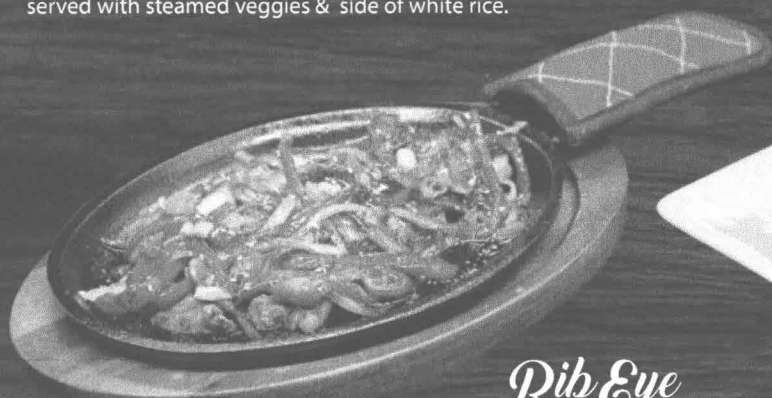
SPICY SALMON FILET \$ 19.95

Grilled salmon, steamed veggies, miso mayo sauce, with side of white rice.

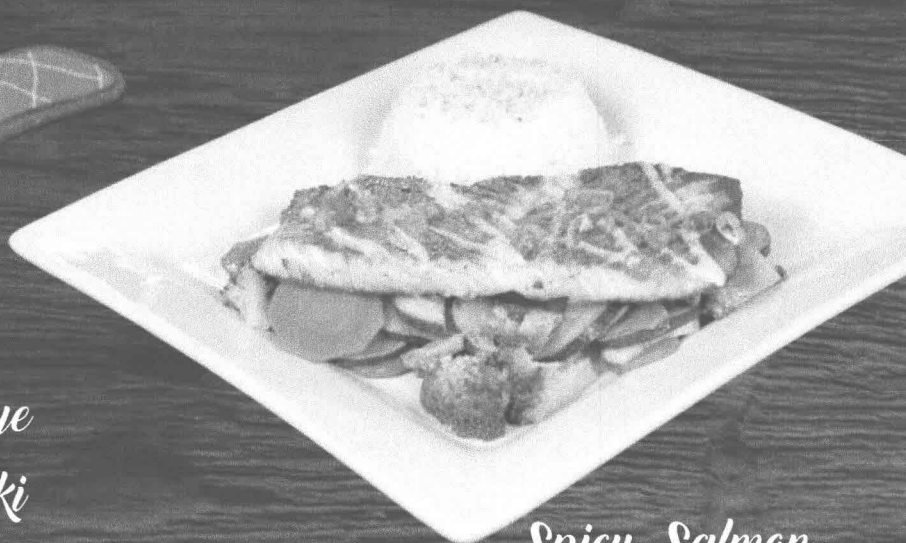
GRILLED TILAPIA FILET \$ 17.50

Grilled tilapia filet, seasoned with lemon juice & soy sauce, served with steamed veggies & side of white rice.

White Fish



*Rib Eye
Teriyaki*



Spicy Salmon

A la Carta

SHRIMP TACOS \$ 13.75

(Order of 3) shrimp, with our cabbage mix, chipotle sauce & a side of our hot salsa, your choice of regular or fried shrimp.

TILAPIA TACOS \$ 13.25

(Order of 3) deep fried tilapia with our cabbage mix, chipotle sauce & a side of our hot salsa



Shrimp Tacos

Tilapia Tacos



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Dessert

DEEP FRIED ICE CREAM \$ 10.95

Vanilla ice cream, rolled in panque, coconut & pecans, deep fried, garnished with fresh strawberries & whipped cream.

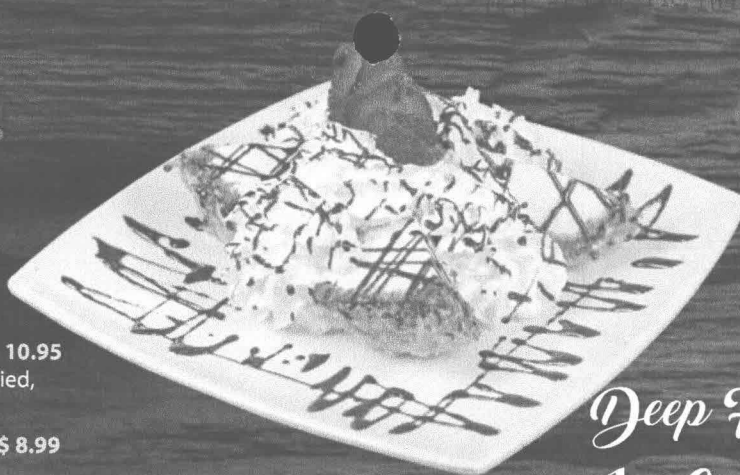
CHOCOLATE MOUSSE CAKE \$ 8.99

Served with whipe cream & chocolate dressing.

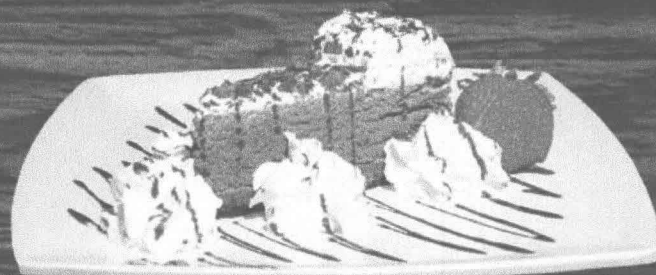
CHEESECAKE \$ 8.25

Your choice regular or deep fried.

ICE CREAM \$ 6.00



*Deep Fried
Ice Cream*



Chocolate Mousse Cake



Mini Cheese Burgers

Kids Menu

CHICKEN TENDERS \$ 8.50

Served with fries & side of ranch & ketchup.

4 PC CALIFORNIA ROLL \$ 6.50

Avocado, cucumber, crab.

MINI CHEESE BURGER 2 PC \$ 8.95

Served with fries & side of ketchup.

MINI QUESADILLA \$ 6.75

Served with fries & side of ketchup.

Drinks

SOFT DRINK \$ 3.65

Coke, diet coke, sprite, Dr. Pepper, lemonade, raspberry fuze tea.

FLAVORED LEMONADES \$ 5.75

Strawberry, mango, prickly pear, strawberry-mango (no refills).

ICED TEA \$ 3.65

Iced tea, green tea.

AGUA FRESCA \$ 6.95

Mineral lemonade (no refills).

COFFEE \$ 3.50

KIDS APPLE JUICE \$ 3.00

Extras

CHILES TOREADOS \$ 4.00

Jalapeño deep fried, soy sauce, lime juice & salt.

CHILES GUEROS \$ 1.50

ORANGE SAUCE \$ 1.50

EEL SAUCE \$ 1.75

PONZU SAUCE \$ 1.50

TAMPICO \$ 4.75

Crab, orange sauce & eel sauce.

MISO MAYO \$ 1.50

TOSTADAS (3) \$ 0.75

AVOCADO \$ M P

TATAKI SAUCE \$ 1.75

WHITE RICE \$ 4.25

SOY PAPER \$ 1.75

CREAM CHEESE \$ 1.75

CREAMY SAUCE \$ 1.50

SALADITAS (3 PACKS) \$ 0.75

SPICY MAYO \$ 1.50

RAINBOW SAUCE \$ 1.50

SUICIDE SAUCE \$ 1.75

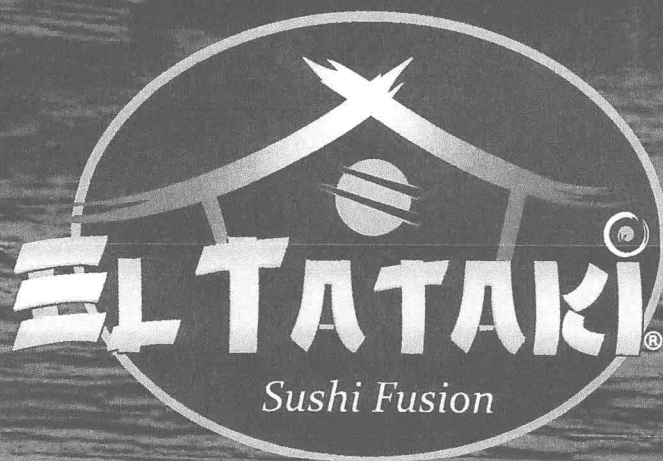
MANGO SAUCE..... \$ 1.75

CALI BOMBER SAUCE \$ 1.75

CHIPOTLE SAUCE \$ 1.50

MARISCO SAUCE \$ 1.50

PARTIES OF 6 OR MORE WILL BE AUTOMATICALLY CHARGED 18% GRATUITY



Drink Menu

Micheladas

MICHELADAS \$ 13.75

Corona / Dos Equis / Modelo especial
/ Modelo negra / Pacifico / Tecate light
/ Coors light / Budlight / Budweiser /
Michelob ultra / Miller light.

HOUSE BLOODY MARY \$ 11.50

House Michelada mix, Absolut vodka,
served with tajin rim & garnished with
lime wedge.

OUR AMAZING HOUSE MICHELADAS
ARE MADE WITH OUR UNIQUE RECIPES
& FRESH INGREDIENTS EVERY TIME YOU
ORDER GUARANTEED!

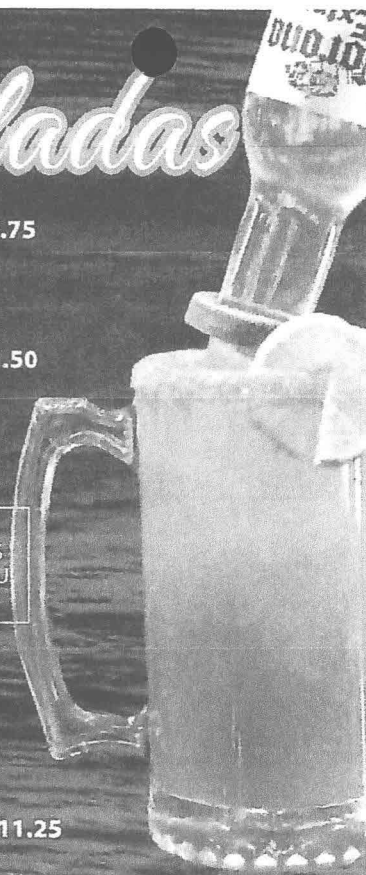
Sake

SAKE BOMB \$ 11.25

Kirin light / Kirin / Sapporo.

SAKE \$ 6.25

Hot sake.



Beers

BOTTLE IMPORT \$ 5.95
 Corona / Dos Equis / Modelo Especial /
 Modelo Negra / Pacifico / Tecate Light /
 Heineken Zero.

BUCKET IMPORT (6 bottles) \$ 35.70

BOTTLE DOMESTIC \$ 5.25
 Michelob Ultra / Budlight / Budweiser /
 Coors Light / Miller Light.

BUCKET DOMESTIC (6 bottles) ... \$ 31.50

JAPANESE IMPORT \$ 8.25
 Sapporo / kirin light / kirin.

Draft

DRAFT 25oz \$ 8.50
DRAFT 22oz \$ 8.00
DRAFT 16oz \$ 6.50
 Modelo Especial / Dos Equis / Blue Moon
 /Michelob Ultra / Sapporo.

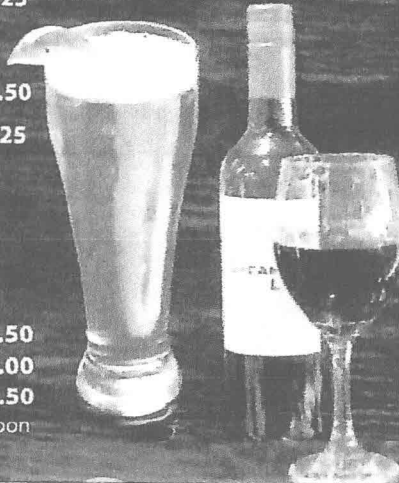
Wine

MOSCATO \$ 8.00

CABERNET \$ 8.00

CHARDONNAY \$ 7.50

MERLOT \$ 7.50





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

123 MAY 31 11:47 AM 2011

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with Black Ink

805-194

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

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

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

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

Liquor License#: 198840

1. Check the
Appropriate
Box →

☒ Controlling Person

☒ Agent

☒ Premises Manager
(complete all questions except #12)

2. Name: Herrera Jr. Manuel De Jesus Birth Date: [REDACTED]
(NOT a public record)

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

4. Place of birth: Burley Idaho. USA Height: 5'11 Weight: 225 Eyes: BRO Hair: BLK
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: ____/____/____
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: July 2000

7. Daytime telephone number: 623-414-5922 E-mail address: Manuel@eltatakisushi.com

8. Business Name: El Tataki Express LLC Sushi Fusion Express Business Phone: 623 248 6696

9. Business Location Address: 790 N. Estrella Parkway Ste. D & E Goodyear, AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
November 2017	CURRENT	Owner, El Tataki Sushi	El Tataki Sushi 10685 W. Indian School Rd Ste.K Avondale, AZ 85392
July 2014	November 2017	Owner, El Tataki Sushi	El Tataki Sushi 6922 N. 95th Ave Glendale, AZ 85305

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
September 2019	CURRENT	15304 W. Becker Lane. Surprise, AZ 85379
December 2015	September 2019	8525 W. Virginia Ave Phoenix, AZ 85037

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

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

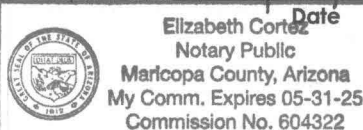
Signature: [Signature]

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

My Commission Expires on: 05/31/25

31st Day of May 2020



[Signature]
Signature of Notary

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

PRINT NAME: Manuel Herrera Jr. SIGNATURE: [Signature]



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

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

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

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

SECTION I – APPLICANT INFORMATION

Manuel De Jesus Herrera Jr.

INDIVIDUAL OWNER/AGENT NAME (Print or type) _____

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States? ☒ Yes ☐ No

If **Yes**, indicate place of birth:

Burley **Idaho** **U.S.A**
City _____ State (or equivalent) _____ Country or Territory _____

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

Driver License

2) Name of document: _____
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

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

Driver License

Name of document provided

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

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

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

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

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

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

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

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

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

22 MAY 31 04:14 PM '22

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Manuel De Jesus Herrera Jr.
Individual Owner/Agent Printed Name

MJ Jr.
Individual Owner/Agent Signature

5/31/22
Today's Date

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

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

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

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

22 MAY 31 11:47 AM '02

Arizona DRIVER LICENSE USA

NOT FOR FEDERAL IDENTIFICATION



9 CLASS D
9a END NONE
12 REST NONE

1 HERRERA
2 MANUEL DE JESUS, JR
8 15304 W BECKER LN
SURPRISE, AZ 853795345



4b EXP 02/01/2054 4a ISS 12/09/2021

15 SEX M 18 EYES BRO
16 HGT 5'-11" 19 HAIR BLK
17 WGT 230 lb

DONOR

5 DD 01330006AH121905

Manuel De Jesus, Jr.

22 MAY 31 11:41. Lic. PM 2 102



CLASS: D-Operator
ENDORSEMENTS: None

RESTRICTIONS: None

Rev 02/14/2014

You Must Report a
Change of Address
Within 10 Days



21343AZ0082592710301

22 JUN 14 11:45 AM 8:45

pdf

Open with ▼

To Whom It May Concern:

My name is Silvia Herrera, and the purpose of this letter is to provide an explanation on case #CM2021-00223, complaint #14070657, which is a plea agreement on violation code 13-180 s(A)(S).

On May 21, 2021, I pleaded guilty to the above violation that occurred on 3/21/2021 because of poor decision and lack of judgement resulting in having to pay a \$400.00 (US DOLLARS) fine for shoplifting at Costco; I was also ordered to one year (12 months) probation and life skills counseling. I am not proud of this occurrence, as it was a huge mistake and bad decision on my part.

Since the occurrence, I made significant changes in the way I conduct myself which no longer reflect the poor decision I made in the past; Bill Gates once said: *"It's fine to celebrate success, but it is more important to heed the lessons of failure"*. While I am very happy with the progress I have made and consider having succeeded in my personal maturity...I will always pay attention to this negative occurrence as it was the incident that led to my transformation on how to make the correct decisions in my life.

I appreciate your attention to this letter, and while emotionally difficult to write, I find it is the least I can do to demonstrate full transparency.

Sincerely,

Silvia Herrera

Silvia Herrera
15304 West Becker Lane Surprise, AZ 85379
623-804-2236

DOB: 06-20-1966

Certificate # mHXkwWgloB

Certificate of Completion
For
On/Off Premise Management (2 hours)

22 MAY 31 1971

☒ On-sale
☐ Off-sale
☒ On- and off-sale

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

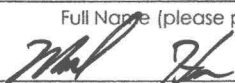
The State requires BASIC Title 4 training only as a prerequisite for MANAGEMENT Title 4 training or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed at the base of this Certificate. Licensees sometimes require BASIC Title 4 Training a condition of employment.

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

Student Information

Manuel Herrera

Full Name (please print)



Signature

February 28, 2022

Training Completion Date

February 28, 2025

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704

Mailing Address

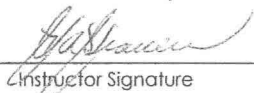
(520) 235-5684

Daytime Contact Phone Number

I, KEVIN A. KRAMBER (ON LINE), certify that the above named individual did successfully complete

Instructor Name (please print)

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



Instructor Signature

28 / 02 / 2022

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

Certificate # 4Ks6D9k2lx

Certificate of Completion
For
On Premise Basic course (3 hours)

22 MAY 31 11:41 AM '03

☒	On-sale
☐	Off-sale
☐	On- and off-sale

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

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

Student Information

Manuel Herrera

Full Name (please print)



Signature

February 28, 2022

Training Completion Date

February 28, 2025

Certificate Expiration Date
(three years from completion date)

Training Provider Information

AzLiquorTraining.com

Company Name

536 E. Wagon Bluff Drive, Tucson, AZ 85704

Mailing Address

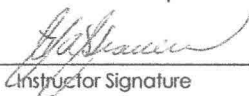
(520) 235-5684

Daytime Contact Phone Number

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Instructor Signature

28 / 02 / 2022

Day Mo Year

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2) licensees, agents and managers actively involved in the daily business operations of a liquor-licensed business of a series listed below

In-state Microbrewery (series 3)

Government (series 5)

Bar (series 6)

Beer & Wine Bar (series 7)

Conveyance (series 8)

Liquor Store (series 9)

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

July 11, 2013



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

159 MAY 31 11:47 AM 2 02

QUESTIONNAIRE

A.R.S. § 4-202, 4-210

Type or Print with Black Ink

805-194

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

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

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

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

Liquor License#: 198840

1. Check the
Appropriate
Box

☒ Controlling Person

☐ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Herrera Silvia Birth Date: [REDACTED]
(NOT a public record)

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

4. Place of birth: Santiago Papasquiaro Durango, Mexico Height: 5'5 Weight: 150 Eyes: BRO Hair: BRO
City State COUNTRY (not county)

5. Name of current/most recent spouse: _____ Birth Date: July 2000
Last First Middle (NOT a public record)

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 623-806-2234 N/A

7. Daytime telephone number: _____ E-mail address: _____

8. Business Name: El Tataki Express LLC Sushi Fusion Express Business Phone: 623 248 6696

9. Business Location Address: 790 N. Estrella Parkway Ste. D & E Goodyear, AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
August 2019	CURRENT	Owner, El Tataki Sushi	El Tataki Sushi 10685 W. Indian School Rd Ste. K Avondale, AZ 85392
November 2017	August 2019	Supervisor, El Tataki Sushi	El Tataki Sushi 10685 W. Indian School Rd Ste. K Avondale, AZ 85392
July 2014	November 2017	Supervisor, El Tataki Sushi	El Tataki Sushi 6922 N. 95th Ave Glendale, AZ 85305

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
September 2019	CURRENT	15304 W. Becker Ln. Surprise, AZ 85379
December 2015	September 2019	8525 W. Virginia Ave Phoenix, AZ 85037

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

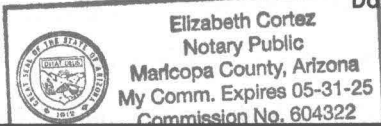
I (Print Full Name) Silvia Herrera hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: Silvia Herrera

State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this

My Commission Expires on: 05/31/2025 Date

31st Day of May, 2020 Year



Elizabeth Cortez
Signature of Notary

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

PRINT NAME: Silvia Herrera

SIGNATURE: Silvia Herrera

SURPRISE CITY COURT- 16081 N. Civic Center Plaza, Surprise, AZ 85374 (623) 222-4800 Fax: (623) 222-4801

STATE OF ARIZONA vs. <u>Silvia Herrera</u> Defendant, D.O.B.: <u>6/20/1966</u>	Case #: <u>CM2021-00223</u> Complaint #: <u>14070657</u>	22 MAY 31 11:47 AM '21 PLEA AGREEMENT ☒ GUILTY PLEA ☐ RESPONSIBLE PLEA ☐ DIVERSION ☐ NO CONTEST ☐ DUI ☐ DOMESTIC VIOLENCE ☐ PRIOR DUI CONVICTION
--	--	---

☒ 1. The parties stipulate that this agreement serves to amend the complaint or citation for the offense to which the defendant pleads, without the filing of any additional pleading. However, if the plea is rejected by the Court or withdrawn by either party, or if the conviction is subsequently reversed, the original charges and any charges that are dismissed by this plea agreement are automatically reinstated.

CHARGE(S)	1 or A	2 or B	3 or C	4 or D	5 or E
VIOLATION CODE	<u>13-180 S(A)(5)</u>				
VIOLATION CODE (AMENDED)					
☒ GUILTY/RESPONSIBLE/ADMIT	☒	☐	☐	☐	☐
☐ DEFAULT	☐	☐	☐	☐	☐
☐ DISMISSED WITH PREJUDICE	☐	☐	☐	☐	☐
☐ DEFENSIVE DRIVING SCHOOL	☐	☐	☐	☐	☐

☒ 2. FINES AND FEES: Defendant will pay the following fines, fees, surcharges and/or assessment amounts:

Fine and Assessments:	\$ <u>400.00</u>	\$	\$	\$
-----------------------	------------------	----	----	----

☐ DV assessments applicable

☒ 3. PROBATION (months/years): 1 yr

☒ 4. JAIL (days to serve): 0

Defendant shall serve 10 days in jail with credit for 0 days time served and with 10 days to be suspended upon successful completion of the other terms of this plea as indicated. Defendant is eligible for work release after _____ days. Defendant is eligible for home detention after _____ days. ☐ Extreme DUI, _____ days of jail suspended upon successful completion of plea terms and 1-year ignition interlock requirement per MVD. Jail time shall run concurrently (if checked) ☐ with _____.

☐ 5. VICTIMS' RIGHTS complied with pursuant to Rule 39, Arizona Rules of Criminal Procedure.

☒ 6. RESTITUTION: Defendant shall pay restitution to the following Victim(s) through the Court as follows. If restitution is marked to be determined (TBD), the Court retains jurisdiction over restitution requests for 12 months. Set Restitution Hearing (if checked) ☐

Victim #1: <u>Costco</u>	Amount Owed: \$ <u>TBD</u>	Restitution Cap with Victim consent: \$
Victim #2:	Amount Owed: \$	Restitution Cap with Victim consent: \$

☒ 7. COUNSELING: ☐ DV; ☐ Anger Management; ☐ Alcohol Abuse; ☐ Drug Abuse; ☐ Life Skills; ☒ Other: Life Skills
 Defendant shall fully participate, cooperate, pay fees, and complete any programs of treatment, counseling, or rehabilitation as directed by the counseling program before the end of probation.

☐ 8. COMMUNITY RESTITUTION WORK: Defendant shall complete _____ hours of CRW at a certified non-profit facility.

☐ 9. MISC. _____

READ ALL TERMS ON THE FRONT AND BACK OF THIS AGREEMENT PRIOR TO SIGNING

I have personally signed the signature line below to indicate that I read, or had read to me, understood and approved all of the provisions on the front and back of this agreement, both individually and as a total binding agreement. My plea is voluntary and not the result of force, or threat, or promises other than those contained in the plea agreement.

Defendant Signature _____

Date _____

I have discussed this case in detail with my client and advised my client of his/her constitutional rights and all possible defenses. I believe that the defendant's plea is knowing, intelligent, and voluntary and that the plea and disposition are consistent with law.

Defense Counsel Signature/ Bar No. _____

Date _____

I have reviewed this matter and concur that the plea and disposition set forth herein are appropriate and are in the interests of justice.

Prosecutor Signature _____

Date 5/21/2021



22 MAY 31 11:41 AM 2021
SURPRISE CITY PROSECUTOR'S OFFICE
16081 North Civic Center Plaza, Suite 104
Surprise, Arizona 85374-7477
Phone: (623) 222-1140
Fax: (623) 222-1141

May 21, 2021

Jackson White, P.C.
40 North Center, Suite 200
Mesa, AZ, 85201

#14

In Re: Plea Agreement in State v. Silvia Herrera / CM2021-00223

Jackson White,

I have enclosed the criminal plea that you recently spoke to Assistant Prosecutor, Thomas Weber about.

Please sign the enclosed plea agreement and the Court's Criminal Plea Proceeding forms. Please note, you must sign these forms too, and the signature must be witnessed by a **law enforcement officer**. Have the officer affix your client's fingerprint to the attached Certification Form as proof this process was completed as instructed.

Once you have signed the plea agreement please mail it to:

Surprise City Prosecutor's Office
16081 North Civic Center Plaza, Suite 104
Surprise, Arizona 85374-7478

Please do not send any payments with these documents, as all fines and fees must be paid directly to the Surprise City Court following the plea proceeding. If you have any questions, I can be reached at (623) 222-1140. Thank you.

Sincerely,

Surprise City Prosecutor's Office

LAW ENFORCEMENT NOTICE

IN RE: State of Arizona v. Silvia Herrera; CM2021-00223

The above named Defendant was cited for a criminal violation while in Surprise, Arizona. Due to COVID 19 measures in Surprise City Court, fingerprints are required to verify that the person signing this certification is the same person who was initially cited for this incident. For this reason, this office respectfully requests the assistance of your agency. If it will not greatly inconvenience you, please:

- * Verify that the name and information on the valid driver's license or photo ID provided to you matches that of the person on this paperwork
- * Please have the Defendant sign the certification in your presence
- * Please place either the Defendant's left or right thumb print on the second page of the certification, as directed
- * Please sign the certification form yourself

Please be assured that this process is simply to help our office, as well as the Surprise City Court, for verification purposes. **This form in no way affects your law enforcement agency or staff.** If you have any questions, contact the Surprise City Prosecutor's Office at (623) 222-1140.

LAW ENFORCEMENT CERTIFICATION

State of _____

County of _____

My name is _____. I am a law enforcement officer in the above referenced state. My job title is _____ and I am employed by _____. On _____

_____, 2021, **Silvia Herrera**; DOB: **06/20/1966**, personally appeared before me and signed a plea agreement in case number **CM2021-00223**, currently pending before the Surprise City Court in Maricopa County, Arizona. I affixed **Silvia Herrera's** fingerprint to the attached certification document.

Officer Signature and Badge No.

Date

Agency Name and Contact Phone Number

22 MAY 31 11:49, L1c, PM 2 102

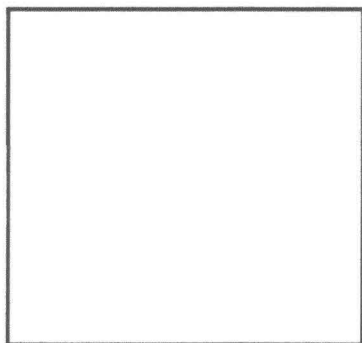
DEFENDANT CERTIFICATION

My name is **Silvia Herrera; DOB: 06/20/1966**, and I certify that I signed below.

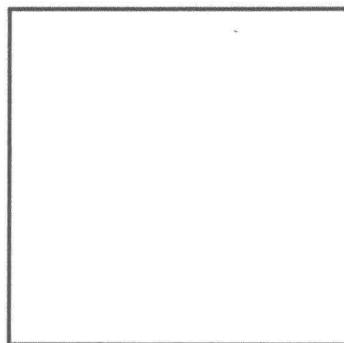
Defendant Signature

Date

Contact Phone Number



Left Thumb Print



Right Thumb Print

PLEA AGREEMENT PROVISIONS

Unless this plea is rejected by the court or withdrawn by either party, the defendant hereby waives and gives up any and all motions, defenses, objections or requests which he or she has made or raised, or could assert hereafter, to the court's entry of judgment against him or her and imposition of a sentence upon him or her consistent with this agreement. The defendant acknowledges by entering this agreement he or she will have no right to direct appeal (A.R.S. § 13-4033) and the only available review is pursuant to Rule 32, Rules of Criminal Procedure.

If the court decides to reject the proposed sentencing in the plea agreement after accepting the defendant's plea, it must give each party an opportunity to withdraw from the plea.

If the court decides to reject the plea agreement provisions regarding sentencing and neither the State nor the Defendant elects to withdraw the plea agreement, then any sentence either stipulated to or recommended herein is not binding upon the court, and the court is bound only by the sentencing limits set forth in the applicable statutes.

I understand that if I am not a citizen of the United States, my decision to go to trial or enter into a plea agreement may have immigration consequences. Specifically, I understand that pleading guilty or no contest to a crime may affect my immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. My plea or admission of guilt could result in my deportation or removal, could prevent me from ever being able to get legal status in the United States, or could prevent me from becoming a United States citizen. I understand that I am not required to disclose my legal status in the United States to the court.

I have read and understand the provisions of this agreement. I have discussed the case and my constitutional rights with my attorney. I understand that by pleading (guilty) (no contest) I will be giving up my right to a determination of probable cause, to a trial by jury or judge, to confront, cross-examine, and compel the attendance of witnesses, to present witnesses on my behalf; my right to remain silent, my privilege against self-incrimination, the presumption of innocence and right to direct appeal. I agree to enter my plea as indicated on the terms and conditions set forth herein. I fully understand that, as part of this plea agreement, if I am granted probation by the court, the terms and conditions thereof are subject to modification at any time during the period of probation in the event that I violate any written condition of my probation. I understand that if I violate any of the written conditions of my probation, my probation may be terminated and I can be sentenced up to the maximum term.

STATE OF ARIZONA vs. <u>Silvia Herrera</u> Defendant <u>DOB: 6/20/1966</u> Case # <u>CM2021-00223</u> Complaint # <u>14070657</u>	GUILTY / NO CONTEST CRIMINAL PLEA PROCEEDING	☒ Guilty ☐ No Contest ☐ Diversion ☐ DUI ☐ Domestic Violence ☐ DOSL ☐ Drug Paraphernalia ☒ Other: <u>Shoplift</u>
--	---	--

Defendant appears before the Court and wishes to plead guilty or no contest to the charges indicated. The Court finds:

1. Defendant understands the nature of the charges to which he/she pleads per the Plea Agreement or the Complaint.
2. Defendant appears ☐ with counsel ☐ counsel waived presence ☐ without counsel (waiver on file);
3. Defendant ☐ has entered into a written plea agreement with the prosecutor and understands and agrees to its terms; or ☐ Defendant wants to plead to the Court on all adjudicated charges in the Complaint.
4. Defendant understands the range of penalties and that the maximum penalty is:
 - ☐ Class 1 Misdemeanor: 6 months jail, 3 years probation (5 years for DUI), \$2500 fine + 78% surcharges and fees
 - ☐ Class 2 Misdemeanor: 4 months jail, 2 years probation, \$750 fine + 78% surcharges and fees
 - ☐ Class 3 Misdemeanor: 30 days jail, 1 year probation, \$500 fine + 78% surcharges and fees
 - ☐ Mandatory Minimum Penalty: SEE REVERSE
5. Defendant understands that if arrested for another offense, he/she may be charged with a more serious offense and associated penalties.
6. Defendant understands that a guilty or no contest plea may result in a violation of probation or parole in another case.
7. Defendant is advised and understands: *If you are not a citizen of the United States, pleading guilty or no contest to a crime may affect your immigration status. Admitting guilt may result in deportation even if the charge is later dismissed. Your plea or admission of guilt could result in your deportation or removal, could prevent you from ever being able to get legal status in the United States, or could prevent you from becoming a United States citizen.*
8. Defendant understands that by pleading guilty or no contest, he/she gives up his/her constitutional rights in this case:
 - a. The right to plead not guilty and to require the State to prove guilt beyond a reasonable doubt.
 - b. The right to a trial: ☐ by a judge ☐ by a jury
 - c. The right to the assistance of an attorney at all stages of the proceeding, including appeal. In some cases, Defendant may be eligible for a court-appointed attorney at a reduced cost or no cost, if he/she cannot afford one.
 - d. The right to confront the witnesses against Defendant and to cross-examine them as to the truthfulness of their testimony.
 - e. The right to present evidence in Defendant's own behalf and to have the court compel Defendant's chosen witnesses to appear and testify at no cost to Defendant.
 - f. The right to remain silent, not to incriminate oneself, and to be presumed innocent unless or until proven guilty beyond a reasonable doubt.
 - g. The right to directly appeal the judgment and sentence of the Court.
9. Defendant wishes to give up these constitutional rights after having been advised of them.
10. There is a sufficient factual basis to believe Defendant is guilty of the offense(s) to which Defendant has pled.
11. Defendant's plea is voluntary, and is not the result of force or threats or of promises other than those contained in the written plea agreement.
12. Defendant understands that by pleading guilty or no contest, Defendant waives the right to a direct appeal and may seek review only by filing a petition for post-conviction relief pursuant to Rule 33 of the Arizona Rules of Criminal Procedure.

The Court concludes that Defendant has knowingly, voluntarily and intelligently pled ☐ Guilty ☐ No Contest and accepts Defendant's plea. Judgement of Guilt is ☐ Entered on the Record ☐ Deferred.

Judge _____

Date _____

I, Defendant, have been advised of the nature of the charges, the range of penalties, and my constitutional rights as indicated above. I understand the constitutional rights which I give up by entering this plea, and I want to plead as indicated. I want to proceed without an attorney or, if I am represented or if I had an advisory attorney with respect to this plea, the attorney's signature appears below.

Defendant: _____ Def. Counsel/Bar No.: _____ Date: _____

Interpreter: _____

MAXIMUM PENALTIES

The potential maximum penalty upon conviction of a misdemeanor crime includes the mandatory minimum penalty, if any, and:

- ☐ Class 1 Misdemeanor: 6 months jail, 3 years probation / 5 years prob'n for DUI, \$2500 fine + 78% surcharges + fees.
- ☐ Class 2 Misdemeanor: 4 months jail, 2 years probation, \$750 fine + 78% surcharges + fees.
- ☐ Class 3 Misdemeanor: 30 days jail, 1 year probation, \$500 fine + 78% surcharges + fees.

"DV" OFFENSE – MANDATORY MINIMUM PENALTY

- ☐ The mandatory minimum penalty upon conviction of any offense designated "Domestic Violence" (see A.R.S. §13-3601) requires completion of the Domestic Violence Offender Treatment Program (minimum 26 weeks) and payment of DV assessments of \$100.

OTHER MANDATORY MINIMUM PENALTIES

- ☐ A.R.S. §32-1511, Contracting without a License: \$1000 fine + 78% surcharges + \$44 fees (\$1,824 total).
- ☐ A.R.S. §13-3406, Possession of Prescription Only Drug: \$1000 fine + 78% surcharges + \$44 fees (\$1,824 total).

DRIVING UNDER THE INFLUENCE (DUI) - MANDATORY MINIMUM PENALTIES

A.R.S. Statute	DUI w/in 84 mo.	BAC/ drugs	Min. Days Jail	Days Susp'd w/ Alc Pgm; w/ *sub(I) CHID	Con-sectv Days Jail	Base Fine/ *DUI Abate. Fee	Prison Const. Assmt	State Gen. Fund Assmt	TSS/ CRW hours Rqrd	License Susp. or *Revoc.	MVD- Required Cert'd Ignition Interlock	Total of Fine, 78% Surcharge, Assmts and Fees:
28-1381.A1, A2 or A3	1 st	0.08; drugs	10	9	1	\$250/ *n/a	\$500	\$500	TSS	90 days	12 mo	\$1,493
28-1381.A1, A2 or A3	2 nd	0.08; drugs	90	60	30	\$500/ *n/a	\$1,250	\$1,250	TSS/ 30 hrs	*1 year	12 mo	\$3,438
28-1382 A1 (XDUI)	1 st	0.15	30	0; *21 w/CHID	30	\$250/ *\$250	\$1,000	\$1,000	TSS	90 days	12 mo	\$2,743
28-1382.A1 (XDUI)	2 nd	0.15	120	0	60	\$500/ *\$250	\$1,250	\$1,250	TSS/ 30 hrs	*1 year	12 mo	\$3,688
28-1382.A2 (XXDUI)	1 st	0.20	45	0; *31 w/CHID	45	\$500/ *\$250	\$1,000	\$1,000	TSS	90 days	18 mo	\$3,188
28-1382A2 (XXDUI)	2 nd	0.20	180	0	90	\$1,000 /*\$250	\$1,250	\$1,250	TSS/ 30 hrs	*1 year	24 mo	\$4,578



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

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

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

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

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

SECTION I – APPLICANT INFORMATION

Silvia Herrera

INDIVIDUAL OWNER/AGENT NAME (Print or type) _____

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☐ Yes

☒ No

If **Yes**, indicate place of birth:

Santiago Papasquiaro

Durango

Mexico

City _____ State (or equivalent) _____ Country or Territory _____

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

Green Card

2) Name of document: _____
Go to Section IV.

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

22 MAY 31 11:47 AM '03

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

Green Card

Name of document provided

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

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

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

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

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

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

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

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

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

22 MAY 31 11:41 AM '03

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Silvia HERRERA

Individual Owner/Agent Printed Name

Silvia HERRERA

Individual Owner/Agent Signature

5/31/22

Today's Date

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

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

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

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

#12

*22 MAY 31 11:47 AM 2003

Subject to 21.1, if Tenant is a corporation, a limited liability company, an unincorporated organization or a partnership, the transfer, assignment or hypothecation of any stock or interest therein aggregating in excess of fifty percent (50%) shall be deemed an assignment of this Lease for purposes hereof. A transfer assignment or hypothecation of more than fifty percent (50%) shall be permitted, only if accompanied by a Lease Guaranty signed by all the principals of the new entity. The Lease Guaranty shall be the same as attached as an exhibit to this Lease.

21.3 No Merger.

The voluntary or other surrender of this Lease by Tenant, or a mutual cancellation thereof, shall not work a merger, and shall, at the option of Landlord, terminate all or any existing subleases, or may, at the option of Landlord, operate as an assignment to Landlord of any or all of such subleases.

21.4 Assignment and/or Subletting During Tenant Occupancy.

It is agreed Tenant during occupancy may sublet or the like all or a portion of the Premises in accordance with the requirements of this Article 21. It is agreed any such sublet Tenant must comply with all provisions of this Lease and related documents such as rules and regulations. It is further agreed Tenant shall be able to retain fifty percent (50%) of all rent in excess of that required by this Lease, with the balance going to the Landlord. The foregoing excess rent split shall only apply if Tenant has sublet 25% or more of the Premises. Tenant may not assign or sublease the Premises during the last twelve (12) months of the Lease Term, unless Tenant exercises an option to extend the Lease Term. It is agreed any such sublet Tenant must comply with all provisions of this Lease, the Declaration and related documents such as rules and regulations. It is further agreed Tenant shall be able to retain any rent paid by such sublet Tenant. However, such sublet Tenant shall be required to comply with all Lease requirements.

22. SALE OF PREMISES BY LANDLORD

In the event of any sale of the Premises or the Center or assignment of this Lease by Landlord, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of Landlord's covenants and obligations contained in this Lease arising thereafter, and the purchaser or assignee at such sale of the Premises or the Center or assignment of this Lease, shall be deemed, without any further agreement between the parties and any such purchaser or assignee, to have assumed and agreed to carry out any and all of the covenants and obligations of the Landlord under this Lease.

23. SURRENDER

At the expiration or earlier termination of this Lease, all heating, ventilating and air conditioning systems as well as all electrical systems shall be in good order and operating condition, and Tenant shall otherwise surrender the Premises in good order and condition, clean and free of refuse, reasonable wear and tear accepted, and shall deliver all keys to Landlord. Before surrendering the Premises, Tenant shall remove all of its signs, personal property and trade fixtures and shall repair any damage caused by such property or the removal thereof. If Tenant fails to remove its personal property and fixtures at the end of the Lease Term, such property shall, at Landlord's option, be deemed abandoned and shall become the property of Landlord. Should Tenant not promptly surrender the Premises as required above, Landlord shall have the option, in addition to any other rights and remedies it may have, to apply the security deposit as provided herein toward the following costs and expenses: the servicing of all heating, ventilating and air conditioning systems as well as all electrical systems, the removal of personal property, signs and trade fixtures.

24. HOLDING OVER

If Tenant, with the consent of Landlord, shall hold over after the term of this Lease, or any extension thereof, Tenant shall become a tenant on a month-to-month basis at a minimum rental equal to one and one-quarter times the amount of Minimum Monthly Rent payable hereunder for the last full calendar month of the Lease Term, and upon all the terms, covenants and conditions herein specified, but exclusive of any renewal options.

Landlord _____
Tenant _____

UNITED STATES OF AMERICA
PERMANENT RESIDENT

Exp. Lic. PM 2 03

Surname
CARRASCO DE HERRERA

Given Name
SILVIA

USCIS#
092-882-966

Category
S26

Country of Birth
Mexico

Sex
[REDACTED]

Card Expires:
[REDACTED]

Resident Since:
[REDACTED]

20

USA

FORM I-551
Rev (02-2016)



20 JUN 2006 F

USA

USA

103

If found, drop in any US Mailbox. USPS: Mail to USCIS, 7 Product Way, Lees Summit, MO 64002



25. DEFAULT

25.1 Events of Default.

The occurrence of any of the following shall constitute a default of Tenant under this Lease:

- (a) the failure of Tenant to pay any installment of Minimum Monthly Rent, or any other sum or charge or any part thereof required by this Lease to be paid to Landlord, within five (5) days following notice thereof from Landlord to Tenant;
- (b) the failure of Tenant to perform any nonmonetary obligation contained in this Lease which failure shall continue for thirty (30) days after notice thereof from Landlord to Tenant;
- (c) the filing of a petition or the commencement of proceedings under any federal or state bankruptcy law by or against Tenant or any guarantor of this Lease, and if against Tenant or any guarantor, said proceedings shall not be dismissed within thirty (30) days following commencement thereof;
- (d) the adjudication of insolvency, the making of a general assignment for the benefit of creditors or the entering into of an arrangement with creditors by Tenant or any guarantor of this Lease;
- (e) the levy of a writ of attachment or execution on the leasehold estate hereby created which is not released or satisfied within thirty (30) days thereafter;
- (f) the appointment of a receiver in any proceeding or action to which Tenant is a party with authority to take possession or control of the Premises or the business conducted thereon by Tenant or the property of any guarantor of this Lease, which appointment is not discharged within thirty (30) days thereafter;
- (g) Intentionally omitted;
- (h) the vacation or abandonment of the Premises, or the failure of Tenant to conduct business (except for closures due to permitted alterations, events of casualty, condemnation and force majeure) in the Premises, where such failure continues for a period of more than ten (10) consecutive days after notice thereof from Landlord to Tenant; and/or
- (i) the occurrence of any other event expressly designated under this Lease to constitute a default if such default is not cured within thirty (30) days following notice thereof from Landlord to Tenant.

25.2 Tenant Notice and Cure Period Allowance Provisions.

Notwithstanding anything to the contrary in the Lease, Tenant shall not be in default allowing Landlord any remedies, including any additional payments, including penalties without Landlord having complied with the following Tenant notice and cure period allowance provisions. Tenant shall not be deemed in default or breach hereof or hereunder, unless he shall fail to pay rent within five (5) days after receipt of written notice, and as to any other term, provision, condition or covenant hereof, unless Tenant shall fail to cure or reasonably commence to cure said default or breach within thirty (30) days after written notice from Landlord to Tenant specifying said default or breach. The right to cure defaults shall include, but not be limited to, the right to obtain removal or discharge of any receiver who has taken possession of all or any part of the assets of Tenant, and/or to obtain the release of any writ or other process of law levied against same or against Tenant. The five day notice and cure period shall not apply to any late charges or fees imposed by this Lease.

25.3 Remedies Upon Default.

Upon a default of Tenant as defined in paragraph 25.1 above, which Tenant has not cured within the applicable time period above, Landlord, without any other rights or remedies it may have hereunder or at law or in equity, shall have the immediate right and option without any further demand or notice, to pursue any one or more of the following remedies:

- (a) re-enter the Premises and remove all persons and property therefrom, using all reasonable force necessary so to do without liability to any person for damages sustained by reason of such removal;
- (b) lock the doors to the Premises and exclude Tenant therefrom;
- (c) retain or take possession of any property belonging to Tenant upon the Premises pursuant to Landlord's statutory landlord lien or other security interest. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant, without liability to any person for damages sustained by reason of such removal or storage;
- (d) render such performance required of Tenant, other than the payment of rent, and charge all costs and expenses incurred in connection therewith to Tenant, which amounts so charged, together with interest thereon at the maximum rate permitted by law, or if there is no maximum rate, at the rate of eighteen percent (18%) per annum, shall be due and payable immediately from Tenant to Landlord upon demand;
- (e) terminate this Lease by written notice to Tenant. In the event of such termination, Tenant agrees to immediately surrender possession of the Premises. Should Landlord terminate this Lease, Tenant shall have no further interest in this Lease or in the Premises, and Landlord may recover from Tenant all damages Landlord may incur by reason of Tenant's breach, including but not limited to the cost of recovering the Premises, reasonable attorneys' fees, the unamortized value of any leasehold improvements and/or allowance made or paid by Landlord, and the value at the time of such termination of the excess, if any, of the amount of rent and charges equivalent to rent reserved in this Lease for the remainder of the Lease Term over the then reasonable rental value of the Premises for the remainder of the Lease Term, all of which amounts shall be immediately due and payable from Tenant to Landlord upon demand;
- (f) without termination of this Lease, bring an action or actions to recover from Tenant all rent and other sums and charges reserved hereunder and/or damages as the same accrue from time to time;
- (g) without termination of this Lease, attempt to relet the Premises or any part thereof (but without any obligation so to do on the part of Landlord), as agent and for the account of Tenant, for such term (which may be for a term extending beyond the Lease Term) and at such rental and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises the expenses of which shall constitute an indebtedness from Tenant to Landlord, immediately payable. In the event of such reletting, the rents received by Landlord from such reletting shall be applied first, to the payment of any and all costs and expenses of such reletting and of such alterations and repairs, but only up to an amount equal to the unamortized portion of Tenant's Improvement Allowance; second, to the payment of rent due and unpaid hereunder; and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If the rents received from such reletting during any month be less than that to be paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to Landlord. Such deficiency shall be calculated and paid monthly and Landlord may bring an action therefore as such monthly deficiencies may arise. Notwithstanding any such reletting without termination, Landlord may at any time thereafter, elect to terminate this Lease for such previous breach; and/or
- (h) obtain the appointment of a receiver in any court of competent jurisdiction, and the receiver may take possession of any personal property belonging to Tenant and used in the conduct of the business of Tenant being carried on in the Premises. Tenant agrees that the entry upon the Premises or possession of said personal property by said receiver shall not constitute an eviction of Tenant from the Premises or any portion thereof, and Tenant hereby agrees to indemnify and hold Landlord harmless from any claim of any character by any person arising out of or in any way connected with the entry by said receiver in taking possession of the Premises and/or said personal property.
- (i) Notwithstanding anything else to the contrary in this Lease, Landlord acknowledges that to the extent required by applicable current law, it has the obligation to reasonably attempt to mitigate Tenant

Landlord _____
 Tenant _____

damages in the event of a default(s) allowing remedies. Such mitigation may reduce the twenty-four (24) month liability of Tenant and any Guarantors described in Section 25.7 below if a replacement tenant takes possession of the Premises within two years following termination of Tenant's possession of the Premises.

25.4 No Acceptance of Surrender.

No act or conduct of Landlord whatsoever shall be deemed to be or constitute an acceptance of the surrender of the Premises or an election to terminate this Lease by Landlord except a written acknowledgment of acceptance of surrender or notice of election to terminate signed by Landlord.

25.5 Limitation of Remedies.

Tenant agrees that it shall look solely to the estate and property of Landlord in the land and buildings constituting the Premises, and subject to prior rights of any mortgagee of the Premises or any part thereof, for the collection of any judgment (or other judicial process) requiring the payment of money by Landlord in the event of any default or breach by Landlord with respect to any of the provisions of this Lease, and no other assets of Landlord shall be subject to levy, execution or other procedures for the satisfaction of Tenant's remedies.

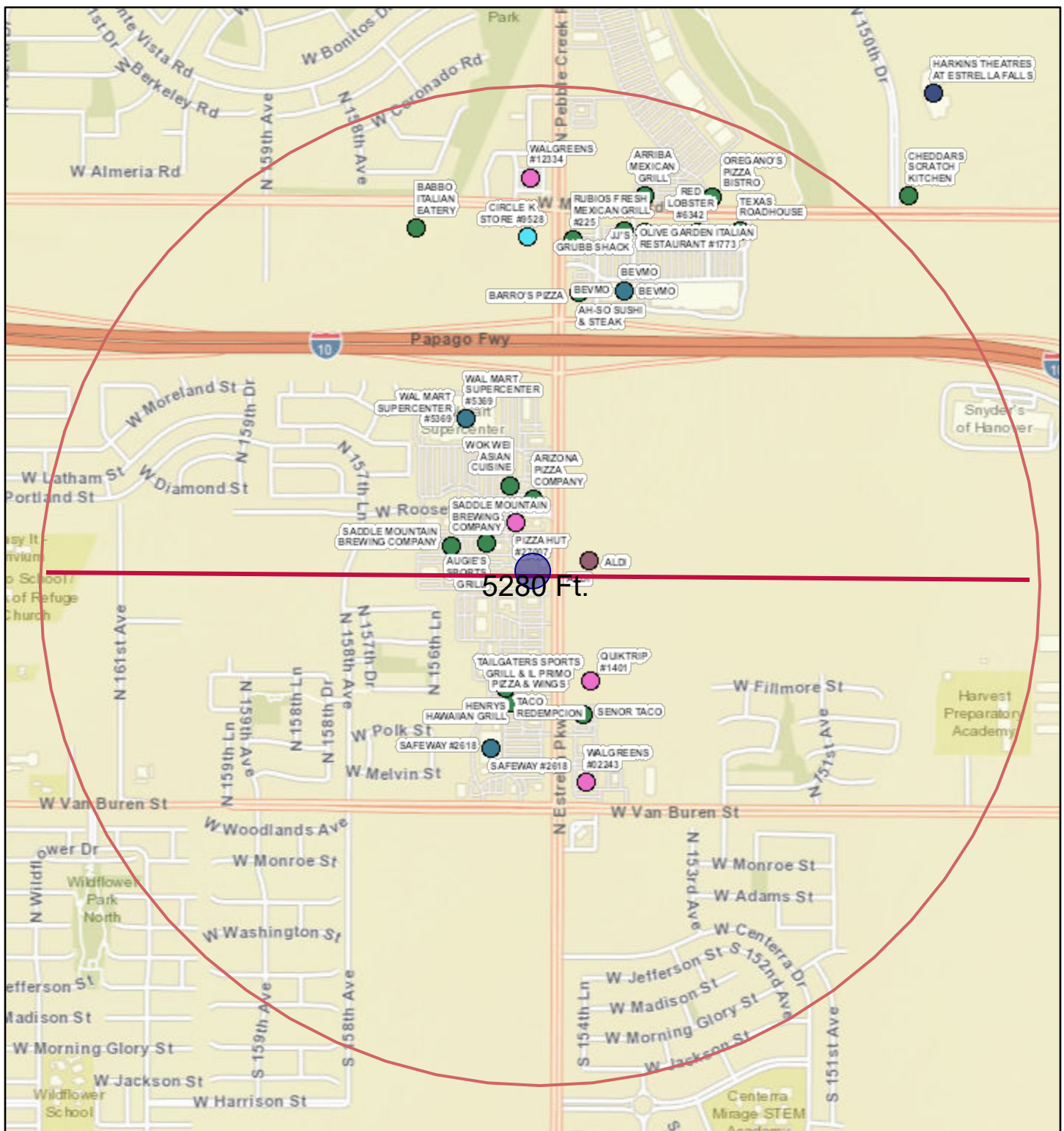
25.6 Right to Cure.

In the event of breach, default or noncompliance herewith by Landlord, Tenant shall, before exercising any right or remedy available to it, give Landlord written notice of the claimed breach, default or noncompliance. If prior to its giving such notice Tenant has been notified, in writing (by way of Notice of Assignment of Rents and Leases, or otherwise), of the address of any lender that has furnished financing secured by a mortgage or deed of trust on the Premises or the Center, concurrently with giving the aforesaid notice to Landlord, Tenant shall, by registered mail, transmit a copy thereof to each such lender. For thirty (30) days following such notice, Landlord shall have the right to cure the breach, default or noncompliance involved. If Landlord shall have failed to cure such default within said period, any such lender shall have an additional thirty (30) days within which to cure such default or, if such default cannot be cured within that time, such additional time as may be necessary if within such thirty (30) day period such lender has commenced and is diligently pursuing the remedies necessary to cure such default (including but not limited to commencement of foreclosure proceedings, if necessary to effect such cure), in which event this Lease may not be terminated by Tenant while such actions or remedies are being so diligently pursued by said lender.

25.7 Clarification of Landlord Rights.

In addition to, and without limiting any other right or remedy available to Landlord under this Lease at law or in equity, and without regard to Landlord's exercise or failure to exercise any such other right or remedy, including, without limitation, the reentry of the Premises by Landlord with or without a termination of this Lease, upon an uncured default of Tenant as defined in paragraph 25.1 above, Tenant's liability under this Lease shall be limited to all Rent (as defined below) for the lesser of: (i) twenty-four (24) months or (ii) the remaining Lease Term shall, at the option of Landlord, become immediately due and payable without demand, and Landlord may proceed by attachment, suit or otherwise, to collect the same as if by the express terms of this Lease all Rent for the entire Lease Term were payable in advance. For purposes hereof, "Rent" shall mean all Minimum Monthly Rent, and all additional rents, charges, taxes, insurance, fees, costs and expenses payable by Tenant under this Lease. In determining the Rent which would be payable by Tenant hereunder subsequent to default, the Rent for each year of the unexpired Lease Term shall be equal to the average Rent paid by Tenant from the commencement of the Lease Term to the time of default, or during the twenty-four (24) month period immediately preceding default, whichever period is shorter.

Liquor License Evaluation - El Tataki Sushi Fusion Express



6/16/2022, 10:26:33 AM

1:18,056

September 2021 Liquor License Locations

Beer and Wine Store Sampling

A number line with two scales. The top scale is labeled in miles (mi) and has major tick marks at 0, 0.13, 0.25, and 0.5. The bottom scale is labeled in kilometers (km) and has major tick marks at 0, 0.2, 0.4, and 0.8. Vertical lines connect the corresponding tick marks between the two scales, showing that 0.13 miles is approximately 0.2 kilometers, 0.25 miles is approximately 0.4 kilometers, and 0.5 miles is approximately 0.8 kilometers.

 BYOB

● Bar

 Beer & Wine Bar

 Beer and Wine Store

 Government

 Hotel

 Liquor Store

 Liquor Store Sampling

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

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile – El Tataki Sushi Fusion Express**Applicant Address:** 790 N. Estrella Parkway #D & #E Goodyear, AZ 85338

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
ALDI	845 N Estrella Pkwy	601.86 ft	10
Pizza Hut #27007	15557 W. Roosevelt	726.54 ft	10
Augie's Sport Grill	15605 W. Roosevelt	731.73 ft.	12
Arizona Pizza Company	15530 W. Roosevelt	931.41 ft.	12
Saddle Mountain Brewing Company	15651 W. Roosevelt	1,029.41 ft.	12
Wok Wei Asian Cuisine	15560 W. Roosevelt	1,120.93 ft.	12
Henry's Hawaiian Grill	560 N. Estrella Pkwy	1,138.78 ft	12
Quiktrip #1401	575 N. Estrella Pkwy	1,157.07 ft.	10
Tailgaters Sports Grill & IL Primo Pizza & Wings	530 N. Estrella Pkwy	1,281.66 ft.	12
Senor Taco	525 N. Estrella Pkwy	1,449.54 ft.	12
Safeway #2618	440 N. Estrella Pkwy	1,801.49 ft.	9
Walmart Supercenter #5369	1100 N. Estrella Pkwy	1,952.72 ft.	9
Walgreens #02243	387 N. Estrella Pkwy	2,152.07 ft.	10
Barro's Pizza	15475 W. McDowell Rd. #103	3,167.75 ft.	12
AH-SO Sushi & Steak	15475 W. McDowell Rd. #105	3,167.75 ft.	12
BEVMO	15405 W. McDowell Rd.	3,293.77 ft.	9
Rubios Fresh Mexican Grill #225	15479 W. McDowell Rd. Ste. 101	3,722.95 ft.	12
Olive Garden Italian Restaurant #1773	15411 W. McDowell Rd.	3,905.73 ft.	12
JJ'S Grubb Shack	15373 W. McDowell Rd.	3,945.46 ft.	12
BABBO Italian Eatery	15705 W. McDowell Rd.	4,049.91 ft.	12
Red Lobster #6342	15311 W. McDowell Rd.	4,142.77 ft.	12
Arriba Mexican Grill	15370 W. McDowell Rd.	4,327.49 ft.	12
Texas Roadhouse	15255 W. McDowell Rd.	4,364.11 ft.	12
Walgreens #12334	1654 N. Pebble Creek Pkwy	4,367.25 ft.	10
Oregano's Pizza Bistro	15280 W. McDowell Rd.	4,558.04 ft.	12

Places of Worship			
Compass Church	1781 N CENTRAL AVE	4,506.05 ft.	
Skyway Church of the West Valley	14900 W. Van Buren St.	4,922.81 ft.	

Schools			
Somerset Academy Skyway Campus	14900 W. Van Buren St.	5,195.39 ft.	

Series Legend:

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

ITEM #: 7.
DATE: 07/11/2022
AI #:995



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET TRANSFERS

STAFF PRESENTER(S): Doug Sandstrom, Finance Director

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 FY2023 expenditure limitation budget was adopted on June 06, 2022.

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 Amendment Report

City Council - Budget Amendments Report - FY2023

Council Agenda Date: 7/11/2022

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
7/1/2022	2023-01-14	This budget amendment is to increase the ROW Landscape Project (50020) on Estrella from I-10 to MC85. This project is delayed due to other developer construction taking place in these areas. The needed funding increase is due to a nearly 11% rise in the consumer price index. Total Project Budget with amendment \$935,300.	\$92,700	General			\$92,700				
7/1/2022	2023-01-16	This budget amendment is to increase the Bullard Wash II Sidewalk and Pathway Lighting Project (50026). The project faced unforeseen complications including existing electrical & utilities to be moved from private property, additional sidewalk and contractual increase of materials due to inflation. Total Project Budget with amendment \$620,000.	\$237,700	General			\$237,700				

ITEM #: 8.
DATE: 07/11/2022
AI #:956



CITY COUNCIL ACTION REPORT

SUBJECT: CREATE CIP PROJECT 60108 FOR FIRE STATION 183 DIESEL TANK REPLACEMENT AND AUTHORIZE RELATED BUDGET AMENDMENTS

STAFF PRESENTER(S): Javier Setovich, Public Works Director

SUMMARY

Creation of CIP project 60108 to replace the 8,000 gallon diesel fuel tank at Fire Station 183 and authorizing related budget amendments.

Recommendation

Approve the creation of CIP project 60108 for Fire Station 183 Diesel Tank Replacement and authorize related budget amendments. (Javier Setovich, Public Works Director)

FISCAL IMPACT

Establish CIP Project 60108 Fire Station 183 Diesel Tank Replacement in the amount of \$120,000 utilizing unallocated general fund balance.

BACKGROUND AND PREVIOUS ACTIONS

The 8,000 gallon diesel fuel tank was installed at Fire Station 183 in 2002. The expected life cycle of the tank is 30 years so this is not yet included in the current 10 year forecast of the Fleet Asset Management Plan.

STAFF ANALYSIS

An inspection of the tank found a layer of sediment at the bottom. After removal of the sediment, it was discovered the tank floor was corroded down to 1/32" thick. It is expected to be 1/2" thick. The tank monitoring system is equipped to detect water but not the sludge that had built up in the tank and caused the corrosion that shortened the service life of this tank.

With the support of the Fire Department, who is the primary user of this tank, it was decided to replace the tank. The timing proved well, as the fire station will be vacated in the near future for a renovation project. The budget amount will include removal of the old tank and piping, building a new tank, shipping, labor, and installation of the new tank and piping. The project is estimated to take between 9-11 months.

ITEM #: 9.
DATE: 07/11/2022
AI #:952



CITY COUNCIL ACTION REPORT

SUBJECT: UPDATE TO THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

As a subrecipient of Federal Transit Administration (FTA) funds through the City of Phoenix and Valley Metro, the City of Goodyear must comply with the requirements of Title VI of the Civil Rights Act of 1964. Every three years, the City is required to update our Title VI Plan. None of the updates negatively affects the City of Goodyear.

Recommendation

ADOPT RESOLUTION NO. 2022-2254 APPROVING AND ADOPTING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN DATED FEBRUARY 2022. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

There is no fiscal impact resulting from this action.

BACKGROUND AND PREVIOUS ACTIONS

On December 14, 2015, the City of Goodyear approved Resolution 15-5732 approving and adopting the city's Title VI Plan. Section 601 of Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance."

The City of Phoenix is the designated recipient of federal transit funds for the region. The City of Goodyear receives these funds as a pass-through from the city of Phoenix to provide transit service and maintain the Goodyear Park and Ride. As a sub-recipient of these funds, the city is required to submit a Title VI program for transit services to the City of Phoenix every three years. The last update to the city's Title VI Plan was in May 2019.

Federal guidelines require Title VI Programs and updates to be approved by the City Council and signed by the City Manager. In the Program and each update, sub-recipients are required to:

Take reasonable actions to ensure that no person is excluded from participation in or denied the benefits of, its transit services on the basis of race, color or national origin as per Title VI of the Civil Rights Act of 1964, Section 601.

The updates to the City of Goodyear Title VI Plan are:

- Complaints from the public need to be more transparent. If a transit complaint is received directly by the City instead of by Valley Metro, the City must send the complaint to Valley Metro customer service where all of the region's complaint records are maintained for FTA review;
- The complaint forms were updated to add in Streetcar as an option;
- The Language Assistance Plan was updated to reflect that Spanish is the secondary language most frequently encountered for transit services. ;
- The City of Goodyear adopts Valley Metro's public outreach process, which is based on their Title VI Public Participation plan. The best example of this is the upcoming change to the Zoom route in October 2022. Valley Metro staff are notifying the public about the change to the route that will move the service out of Goodyear to south Avondale. Valley Metro partners are required to notify the public when there are any changes to transit services (i.e. route changes, departure/arrival times, fares, etc.).

STAFF ANALYSIS

Ensuring fair and equitable access to transit services is a fundamental priority for Goodyear. The Title VI Plan update provides guidelines to ensure transit services are planned, developed and implemented in a non-discriminatory manner.

The City of Phoenix and Valley Metro provide local and express transit services in Goodyear. Both Valley Metro and the City of Phoenix developed their updated Title VI reports, which were approved by their respective Board and City Council, in 2021. Member cities like Goodyear, adopt sections of the Valley Metro plan for adoption to be consistent with the region.

Attachments

Goodyear Title VI Implementation Plan Update
Resolution 2022-2254

Title VI Implementation Plan



February 2022 – January 2025

Contents

1	Title VI Policy Statement Title VI Implementation Plan
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Title VI Policy Statement

The City of Goodyear/Valley Metro policy assures full compliance with Title VI of the Civil Rights act of 1964 and related statutes and regulations in all programs and activities. Title VI states that “no person shall on the grounds of race, color or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination” under any City of Goodyear/Valley Metro sponsored program or activity. There is no distinction between the sources of funding.

City of Goodyear/Valley Metro also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. Furthermore, City of Goodyear/Valley Metro will take reasonable steps to provide meaningful access to services for persons with limited English proficiency.

When City of Goodyear/Valley Metro distributes Federal-aid funds to another entity/person, City of Goodyear/Valley Metro will ensure all subrecipients fully comply with City of Goodyear/Valley Metro Title VI Nondiscrimination Program requirements. The City Manager has delegated the authority to Christine McMurdy, Title VI Program Coordinator, to oversee and implement FTA Title VI requirements.

Julie Karins, City Manager



Title VI Notice to the Public

Notifying the Public of Rights Under Title VI CITY OF GOODYEAR/VALLEY METRO

The City of Goodyear/Valley Metro operates its programs and services without regard to race, color, or national origin in accordance with Title VI of the Civil Rights Act of 1964. Any person who believes she or he has been aggrieved by any unlawful discriminatory practice under Title VI may file a complaint with the City of Goodyear/Valley Metro.

For more information on the City of Goodyear/Valley Metro's civil rights program, and the procedures to file a complaint, contact Christine McMurdy (623) 882-7806, (TTY (623) 932-6500); email Christine.McMurdy@goodyearaz.gov; or visit our administrative office at Goodyear Engineering Department, 14455 W. Van Buren Street, Suite D, Goodyear, AZ 85338. For more information, visit <https://www.goodyearaz.gov/government/departments/engineering-development-services/engineering/transit>

A complainant may file a complaint directly with the City of Phoenix Public Transit Department or the Federal Transit Administration (FTA) by filing a complaint directly with the corresponding offices of Civil Rights: City of Phoenix Public Transit Department: ATTN: Title VI Coordinator, 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN: Title VI Program Coordinator, East Building, 5th Floor-TCR 1200 New Jersey Ave., SE Washington DC 20590

If information is needed in another language, contact 1-800-752-6906. Para información en Español llame: Juana Garay, 623-932-3004.

The above notice is posted in the following locations:

City of Goodyear City Hall, 190 N. Litchfield Road, Goodyear, AZ 85338 (thru 6/30/2022)

City of Goodyear Civic Square, 1900 N. Civic Square, Goodyear, AZ 85395 (after 7/1/2022)

City of Goodyear Park and Ride, 13183 W. Cornerstone Blvd., Goodyear, AZ 85338

Goodyear Library, 14455 W. Van Buren, C-101, Goodyear, AZ 85338

This notice is posted online at

<https://www.goodyearaz.gov/government/departments/engineering-development-services/engineering/transit>



Title VI Notice to the Public -Spanish

Aviso al Público Sobre los Derechos Bajo el Título VI City of Goodyear/Valley Metro

City of Goodyear/Valley Metro (*y sus subcontratistas, si cualquiera*) asegura cumplir con el Título VI de la Ley de los Derechos Civiles de 1964. El nivel y la calidad de servicios de transporte serán provehidos sin consideración a su raza, color, o país de origen.

Para obtener más información sobre la City of Goodyear/Valley Metro's programa de derechos civiles, y los procedimientos para presentar una queja, contacte Christine McMurdy, (TTY (623) 932-6500); o visite nuestra oficina administrativa en City of Goodyear Engineering Department 14455 W. Van Buren Street, Suite D, Goodyear, AZ 85338. Para obtener más información, visite <https://www.goodyearaz.gov/government/departments/engineering-development-services/engineering/transit>

El puede presentar una queja directamente con City of Phoenix Public Transit Department o Federal Transit Administration (FTA) mediante la presentación de una queja directamente con las oficinas correspondientes de Civil Rights: City of Phoenix Public Transit Department: ATTN Title VI Coordinator 302 N. 1st Ave., Suite 900, Phoenix AZ 85003 FTA: ATTN Title VI Program Coordinator, East Building, 5th Floor –TCR 1200 New Jersey Ave., SE Washington DC 20590

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<https://www.goodyearaz.gov/government/departments/engineering-development-services/engineering/transit>



Title VI Complaint Procedures

What is Title VI?

Title VI is a section of the Civil Rights Act of 1964 which requires that “no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.”

How do I file a complaint?

Any person who believes that he or she has been excluded from participation in, been denied the benefits of, or otherwise subjected to unlawful discrimination under any Valley Metro or City of Phoenix service, program or activity, and believes the discrimination is based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service or directly with the City of Phoenix. This antidiscrimination protection also extends to the activities and programs of Valley Metro’s and City of Phoenix’s third- party Transit Service Provider (TSP) contractors. Valley Metro and the City of Phoenix use the Customer Assistance System (CAS) to capture all complaints received for the regional transit system. Any such complaint must be filed within 180 days of the alleged discriminatory act (or latest occurrence).

To submit a complaint online, complete the online complaint form at the following link:
www.valleymetro.org/form/title-vi-complaint-form

Complaints can also be submitted in writing using the Title VI complaint form, or by calling Customer Service at (602) 253-5000, TTY: (602) 251-2039. Completed and signed forms should be mailed to:

Regional Public Transportation Authority 4600
East Washington Street, Suite 101
Phoenix, AZ 85034
Email: csr@valleymetro.org
Phone: (602) 253-5000
TTY: (602) 251-2039

The compliant form is located on our website:
<https://www.valleymetro.org/about/civil-rights>

To file a complaint directly with the City of Phoenix:

Attention: Title VI Coordinator
City of Phoenix Public Transit Department 302 N.
1st Avenue, Suite 900
Phoenix, AZ 85003
Email: PHXTransitEO@phoenix.gov
Phones: (602) 262-7242
<https://www.phoenix.gov/publictransit/title-vi-notice>



Individuals may also file complaints directly with the Federal Transit Administration (FTA) within the 180-day timeframe:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor –TCR 1200
New Jersey Avenue, SE Washington,
D.C. 20590

Customer Service

Complaints received by Valley Metro Customer Service representatives or by the City of Phoenix Title VI Coordinator will be documented and assigned to the appropriate Transit Service Provider (TSP) (operator or administrator of the service) responsible for investigation in accordance with federal standards (28 CFR Part 35 and FTA Circular 4702.1B). The TSP has 30 days to investigate each complaint. If more information is needed to resolve the case, the TSP may contact the complainant and request additional information. Complainants must provide additional information within 10 days of the request or the complaint may be deemed undeterminable and will be administratively closed. Cases may also be administratively closed if a complainant informs Valley Metro or the City of Phoenix that they no longer wish to pursue the complaint. Requests to close a complaint can be requested by phone, email or in writing (see contact information above). Complaints may be administratively closed for non-responsiveness by the complainant.

Following the investigation, all complaints shall be concluded with a determination entered in the CAS system. The determination entry shall state the investigation determined the complaint was valid¹, invalid², or undeterminable³. If the investigation determines the alleged Title VI complaint violations of race, color or national origin discrimination are valid, a detailed corrective resolution to remedy the situation shall be provided to the complainant. If the investigation results determine there was no alleged Title VI discrimination based on race, color or national origin, the case will be closed. The complainant shall be notified of the investigation results in the manner identified (email or phone). A complainant can appeal the decision within 60 days of notification of the investigation results. Appeals must be submitted to Valley Metro or the City of Phoenix.

All Title VI complaints and investigations are reviewed by Valley Metro, the Customer Service Administrator (CSA), and City of Phoenix staff.

For more information on Valley Metro's Title VI Program and procedures by which to file a complaint, contact the Title VI Coordinator at (602) 322-4514.

For more information on the City of Phoenix's Civil Rights Program and the procedures by which to file a complaint, contact the Title VI Coordinator at (602) 262-7242.

¹ Valid: fact based, binding, acceptable, enforceable

² Invalid: null and void, unacceptable, unenforceable

³ Undeterminable: incapable of being decided, settled, or fixed; not determinable



Requesting Information

Note: To request information in alternative formats, please contact Customer Service at csr@valleymetro.org or phone: (602) 253-5000 or City of Phoenix (602) 262-7242, TTY: (602) 251-2039

Tracking a Title VI Complaint

As complaints are received, they are logged into the CAS system. Within 24 to 48 hours of logging the complaint, Valley Metro CSA assigns the complaint to the appropriate TSP for investigation and documentation.

The TSP has 30 days to complete their investigation, including obtaining additional information needed from the complainant to investigate or to resolve the case. The investigator will follow the complaint process, and once the investigation is concluded, the case resolution will be documented in the CAS.

The CAS system is programmed to notify the CSA if a complaint has not been responded to within the required time frame. Upon system notification, the CSA will send out a reminder notice to the appropriate TSP that the case is not yet resolved or closed out.

Once the case has been resolved the complainant will receive a response in the manner identified.

Valley Metro and the City of Phoenix monitors the process monthly to ensure Title VI complaints are fully investigated, adequately documented, and that the complainant was responded to in the manner requested. Should an inaccuracy be found, Valley Metro and/or the City of Phoenix will work with CSA and the appropriate TSP to reopen the complaint for further investigation until resolution or completion.

Investigating a Title VI Complaint

Each documented Title VI investigative report must address each of the “Five Federal Investigative” steps found in 28 CFR, Part 35 and FTA Circular 4702.IA. The seven steps are:

STEP ONE: The TSP will review the complaint information entered into CAS by Valley Metro Customer Service staff. Any new issues identified during the investigation should also be documented in CAS.

STEP TWO: Interviews and collections of facts.

- TSP identifies respondents to interview, if needed.
- TSP interviews respondents identified and documents details from the interviews in CAS.
- Investigate every “issue” (stated in the “statement of issues noted in step one).
- Separate facts from opinions.

“Respondent” is not confined to the transit vehicle operator. “Respondent” is defined as *any* source of information that can contribute to the investigation, such as:

- Complainant
- Operator



- Radio/Dispatch/OCC reports
- Maintenance staff
- City Transit staff
- Witnesses
- Other transit employees

The TSP identified, collects, and reviews other information and/or documents that provide facts for the investigation. Any applicable information is to be documented in CAS. Documents to review can include:

- GPS tracking software and programs
- Maintenance records
- Spotter reports
- Video (camera) and/or audio recordings
- Courtesy cards
- Incident reports (supervisor, transit police, fare/security inspectors)
- Route history
- Other documents deemed appropriate by the TSP

STEP THREE: TSP documents pertinent regulations, rules, policies, and procedures that apply to the investigation in CAS under the case number assigned.

Pertinent regulations, rules, policies, and procedures may include:

- Title VI requirements
- Company rules and procedures
- Valley Metro and City of Phoenix policies and service standards
- Contractual requirements

STEP FOUR: Complaint Determination.

- TSP compares each fact from “findings of fact” to the list of regulations, rules, etc.
- TSP makes a fact-based determination of alleged violation(s).

STEP FIVE: Description of resolution for each valid violation.

- TSP describes specific corrective actions for *each* violation found
- TSP documents follow-up action, if applicable
- TSP documents the complaint resolution in CAS

TSP Complaint Resolution(s):

- Must include specific complaint resolutions for each valid violation noted.
- Document a follow-up action plan, where applicable.
- If no valid violations are found, note policies, procedures, etc. reviewed during the investigation and with transit operator.
- Documented complaint information should always include staff initials, title, and dates.

Response to Customer

TSP will respond to the Customer in the manner identified and will document the response provided in CAS under the case number assigned.

Procedimientos de Quejas del Título VI

¿Qué es el Título VI?

El Título VI es una sección del Decreto de los Derechos Civiles de 1964 que requiere que “ninguna persona en los Estados Unidos deberá, basándose en su raza, color u origen nacional, ser excluida de participar en, ser denegada de los beneficios de, o verse sujeta a discriminación bajo cualquier programa o actividad recibiendo asistencia financiera federal.”

¿Cómo registro una queja?

Cualquier persona que crea que ha sido excluida de la participación en, se le hayan denegado los beneficios de, o de otra manera se haya visto sujeta a discriminación ilegal bajo cualquier servicio, programa o actividad de Valley Metro o de la Ciudad de Phoenix, y crea que la discriminación se basa en raza, color u origen nacional, puede registrar una queja formal con el Servicio al Cliente de Valley Metro o directamente con la Ciudad de Phoenix. Esta protección antidiscriminatoria también se extiende a las actividades y los programas de los contratistas terceros Proveedores de Servicios de Transporte (TSP por sus siglas en inglés) de Valley Metro y la Ciudad de Phoenix. Valley Metro y la Ciudad de Phoenix usan el Sistema de Asistencia al Cliente (CAS por sus siglas en inglés) para capturar todas las quejas recibidas por el sistema regional de transporte. Cualquier queja de este tipo debe registrarse dentro de los 180 días del presunto acto discriminatorio (o de la última vez que haya ocurrido).

Para enviar una queja en línea, llene la forma de quejas en línea en el siguiente enlace:
www.valleymetro.org/form/title-vi-complaint-form

Las quejas también se pueden registrar por escrito usando la forma de quejas del Título VI, ó llamando a Servicio al Cliente al (602) 253-5000, TTY: (602) 251-2039. Las formas llenas y firmadas se deben enviar por correo postal a:

Regional Public Transportation Authority 4600
East Washington Street, Suite 101
Phoenix, AZ 85034
Correo electrónico: csr@valleymetro.org
Teléfono: (602) 253-5000
TTY: (602) 251-2039

La forma de la queja se encuentra en nuestro sitio web:
<https://www.valleymetro.org/about/civil-rights>

Para registrar una queja directamente con la Ciudad de Phoenix:
Attention: Title VI Coordinator
City of Phoenix Public Transit Department 302
N. 1st Avenue, Suite 900
Phoenix, AZ 85003



Correo electrónico: PHXTransitEO@phoenix.gov Teléfono:
(602) 262-7242 <https://www.phoenix.gov/publictransit/title-vi-notice>

Los individuos también pueden registrar quejas directamente con la Administración Federal de Transporte (FTA por sus siglas en inglés) dentro de un período de tiempo de 180 días:

Federal Transit Administration (FTA)
Attention: Title VI Coordinator
East Building, 5th Floor –TCR 1200
New Jersey Avenue, SE Washington,
D.C. 20590

Servicio al Cliente

Las quejas recibidas por los representantes de Servicio al Cliente de Valley Metro o por el Coordinador del Título VI de la Ciudad de Phoenix serán documentadas y asignadas al Proveedor de Servicios de Transporte (TSP por sus siglas en inglés) (operador o administrador del servicio) apropiado responsable de la investigación en conformidad con los estándares federales (28 CFR Parte 35 y Circular 4702.1B de la administración FTA). El proveedor TSP tiene 30 días para investigar cada queja. Si se necesita más información para resolver el caso, el proveedor TSP puede ponerse en contacto con el/la reclamante y solicitar información adicional. Los reclamantes deben proporcionar la información adicional dentro de los 10 días posteriores a la solicitud o la queja puede considerarse indeterminable y se cerrará administrativamente. Los casos también se pueden cerrar administrativamente si un/a reclamante informa a Valley Metro o a la Ciudad de Phoenix que ya no desea continuar con la queja. Las solicitudes para cerrar una queja se pueden hacer por teléfono, por correo electrónico o por escrito (vea arriba la información de contacto). Las quejas se pueden cerrar administrativamente si el/la reclamante falle en responder.

Después de la investigación, todas las quejas deberán ser concluidas con una determinación ingresada al sistema CAS. La entrada de la determinación deberá indicar que la investigación determinó que la queja era válida¹, inválida² ó indeterminable³. Si la investigación determina que las presuntas infracciones de la queja bajo el Título VI de discriminación por raza, color u origen nacional son válidas, se deberá proveer al/la reclamante una resolución correctiva detallada para remediar la situación. Si los resultados de la investigación determinan que no hubo una presunta discriminación bajo el Título VI basada en raza, color u origen nacional, el caso se cerrará. El/la reclamante deberá ser notificado/a de los resultados de la investigación en la forma identificada (correo electrónico o teléfono). Un/a reclamante puede apelar la decisión dentro de los 60 días siguientes a la notificación de los resultados de la investigación. Las apelaciones se deben enviar a Valley Metro o a la Ciudad de Phoenix.

¹ Válida: basadas en los hechos, vinculante, aceptable, ejecutable

² Inválida: nula e inválida, inaceptable, inejecutable

³ Indeterminable: incapaz de llegar a una decisión, asentada, osolucionada; no es determinable



Todas las quejas e investigaciones del Título VI son revisadas por Valley Metro, el Administrador de Servicio al Cliente (CSA por sus siglas en inglés), y el personal de la Ciudad de Phoenix.

Para más información sobre el Programa del Título VI de Valley Metro y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 322- 4514.

Para más información sobre el Programa de Derechos Civiles de la Ciudad de Phoenix y los procedimientos para registrar una queja, llame al Coordinador del Título VI al (602) 262-7242.

Solicitando Información

Nota: Para solicitar información en formatos alternativos, por favor comuníquese con Servicio al Cliente en csr@valleymetro.org o por teléfono: (602) 253-5000 ó con la Ciudad de Phoenix al (602) 262-7242, TTY: (602) 251-2039

Rastreado Una Queja del Título VI

A medida que se van recibiendo las quejas, éstas son ingresadas al sistema CAS. Dentro de 24 a 48 horas de registrar la queja, el administrador CSA de Valley Metro asigna la queja al proveedor TSP apropiado para su investigación y documentación.

El proveedor TSP tiene 30 días para completar su investigación, incluyendo la obtención de la información adicional necesaria del/la reclamante para investigar o para resolver el caso. El investigador seguirá el proceso de quejas, y una vez que concluya la investigación, la resolución del caso se documentará en el sistema CAS.

El sistema CAS está programado para notificarle al administrador CSA si una queja no ha sido contestada dentro del plazo requerido. Tras la notificación del sistema, el administrador CSA enviará un aviso de recordatorio al proveedor TSP correspondiente de que el caso aún no se ha resuelto o cerrado.

Una vez resuelto el caso, el/la reclamante recibirá una respuesta en la forma identificada.

Valley Metro y la Ciudad de Phoenix monitorean el proceso mensualmente para asegurar que las quejas del Título VI se investiguen a fondo, se documenten adecuadamente, y se le conteste al/la respondiente de la manera solicitada. En caso de que se encuentre un error, Valley Metro y/o la Ciudad de Phoenix trabajarán con el administrador CSA y el proveedor TSP apropiado para volver a abrir la queja para una investigación adicional hasta su resolución o finalización.

Investigando Una Queja del Título VI

Cada reporte de investigación documentado del Título VI debe abordar cada uno de los “Cinco Pasos de Investigaciones Federales” que se encuentran en 28 CFR, Parte 35 y la Circular 4702.IA de la administración FTA. Los siete pasos son:

PASO UNO: El proveedor TSP revisará la información de la queja ingresada al sistema CAS por el personal de Servicio al Cliente de Valley Metro. Cualquier nuevo asunto identificado durante la investigación también se debe documentar en el sistema CAS.

PASO DOS: Entrevistas y recolecciones de los hechos.



- El proveedor TSP identifica a los respondientes a ser entrevistados, si es necesario.
- El proveedor TSP entrevista a los respondientes identificados y documenta los detalles de las entrevistas en el sistema CAS.
- Se investiga cada “asunto” (indicado en la declaración de asuntos que se indica en el paso uno).
- Se separan los hechos de las opiniones.

El/la “respondiente” no se limita al/la conductor/a del vehículo de transporte. El/la “respondiente” se define como *cualquier* fuente de información que pueda contribuir a la investigación, tal como:

- Reclamante
- Conductor/a
- Reportes de radio/despacho/OCC
- Personal de mantenimiento
- Personal de Transporte de la Ciudad
- Testigos
- Otros empleados de transporte

El proveedor TSP identifica, recopila, y revisa otra información y/o documentos que provean los hechos para la investigación. Cualquier información aplicable se debe documentar en el Sistema CAS. Los documentos por revisar pueden incluir:

- Software y programas de rastreo GPS
- Registros de mantenimiento
- Reportes de observador “Spotter”
- Grabaciones de video (cámara) y/o audio
- Tarjetas de cortesía
- Reportes de incidentes (supervisor, policía de transporte, inspectores de pasajes/seguridad)
- Historial de la ruta
- Otros documentos que el proveedor TSP considere apropiados

PASO TRES: El proveedor TSP documenta las regulaciones, reglas, normas, y procedimientos pertinentes que sean aplicables a la investigación en el sistema CAS bajo el número de caso asignado.

Las regulaciones, reglas, normas y procedimientos pertinentes pueden incluir:

- Requerimientos del Título VI
- Reglas y procedimientos de la compañía
- Normas y estándares de servicio de Valley Metro y la Ciudad de Phoenix
- Requerimientos contractuales



PASO CUATRO: Determinación de la queja.

- El proveedor TSP compara cada hecho de “hallazgos de hechos” con la lista de regulaciones, reglas, etc.
- El proveedor TSP hace una determinación basada en hechos de la/s presunta/s infracción/es.

PASO CINCO: Descripción de la resolución para cada infracción válida.

- El proveedor TSP describe las acciones correctivas específicas para *cada* infracción que haya sido encontrada
- El proveedor TSP documenta la acción de seguimiento, si es aplicable
- El proveedor TSP documenta la resolución de la queja en el sistema CAS

Resolución/es de Quejas del Proveedor TSP:

- Debe incluir resoluciones específicas a las quejas para cada infracción válida anotada.
- Documentar un plan de acción de seguimiento, cuando sea aplicable.
- Si no se encuentran infracciones válidas, anotar las normas, los procedimientos, etc. revisados durante la investigación y con el/la conductor/a de transporte.
- La información documentada de la queja siempre debe incluir las iniciales del personal, el título, y las fechas.

Respuesta al/la Cliente

El proveedor TSP le contestará al/la Cliente de la manera identificada y documentará la respuesta provista en el sistema CAS bajo el número de caso asignado.

Title VI Complaint Forms

TITLE VI COMPLAINT FORM

Any person who believes that he or she has been discriminated against by Valley Metro or City of Phoenix or any of its service providers and believes the discrimination was based upon race, color or national origin, may file a formal complaint with Valley Metro Customer Service.

Please provide the following information to process your complaint. Alternative formats and languages are available upon request. You can reach Customer Service at 602.253.5000 (TTY: 602.251.2039) or via email at csr@valleymetro.org.

SECTION 1: CUSTOMER INFORMATION

First Name: _____ Last Name: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Home Phone: _____ Cell Phone: _____
 Email: _____ Preferred method of contact: ☐ Phone ☐ Email

SECTION 2: INCIDENT INFORMATION

Date of Incident: _____ Time of Incident: _____ ☐ AM ☐ PM City: _____
 Incident Location: _____ Direction of Travel: _____
 Route #: _____ Bus/Light Rail/Streetcar #: _____
 Service Type: ☐ Local Bus ☐ Express/RAPID ☐ Circulator/Connector ☐ Light Rail ☐ Streetcar ☐ Dial-a-Ride
 Operator Name: _____
 Operator Description: _____
 What was the discrimination based on (Check all that apply): ☐ Race ☐ Color ☐ National Origin ☐ Other

Explain as clearly as possible what happened and why you believe you were discriminated against. Describe all persons who were involved. Include the name and contact information of the person(s) who discriminated against you (if known), as well as names and contact information of any witnesses. If more space is needed, please use the back of this form. You may also attach any written materials or other information relevant to your complaint.

Have you filed this complaint with the Federal Transit Administration (FTA)? ☐ Yes ☐ No
 If yes, please provide information about a contact person at the FTA where the complaint was filed:
 Name: _____ Title: _____
 Address: _____ Phone: _____

Have you previously filed a Title VI complaint with this agency? ☐ Yes ☐ No
 Signature and date required below:

Signature _____
 Date _____

FORMA DE RECLAMACIÓN BAJO EL TÍTULO VI

Cualquier persona que crea que ha sido discriminada por Valley Metro o la Ciudad de Phoenix o por cualquiera de sus proveedores de servicios y cree que la discriminación fue basada en su raza, color u origen nacional, puede registrar una queja formal ante el Servicio al Cliente de Valley Metro.

Por favor provea la siguiente información para procesar su queja. Hay formatos e idiomas alternativos disponibles si se solicitan. Usted se puede comunicar con el Servicio al Cliente llamando al 602.253.5000 (TTY: 602.251.2039) o por correo electrónico a csr@valleymetro.org.

SECCIÓN 1: INFORMACIÓN DEL CLIENTE

Nombre: _____ Apellido: _____
Domicilio: _____
Ciudad: _____ Estado: _____ Código Postal: _____
Teléfono del Hogar: _____ Teléfono Celular: _____
Correo Electrónico: _____ Método preferido de contacto: ☐ Teléfono ☐ Correo Electrónico

SECCIÓN 2: INFORMACIÓN SOBRE EL INCIDENTE

Fecha del Incidente: _____ Hora del Incidente: _____ ☐ AM ☐ PM Ciudad: _____
Ubicación del Incidente: _____ Dirección del Viaje: _____
Ruta #: _____ Autobús/Tren Ligero/Tranvía #: _____
Tipo de Servicio ☐ Autobús Local ☐ Express/RAPID ☐ Circulador/Conector ☐ Tren Ligero ☐ Tranvía ☐ Dial-a-Ride CALL
Nombre del/la Operador/a: _____
Descripción del/la Operador/a: _____
¿En qué se basó la discriminación? (Marque todo lo que sea aplicable):
☐ Raza ☐ Color ☐ Origen Nacional ☐ Otro _____

Explique lo más claramente posible lo que sucedió y por qué cree usted que se le discriminó. Describa a todas las personas que estuvieron involucradas. Incluya el nombre y la información de contacto de la/s persona/s que le discriminó/aron (si los conoce), así como los nombres y la información de contacto de cualquier testigo. Si se necesita más espacio, por favor use el reverso de esta forma. Usted también puede adjuntar cualquier material por escrito u otra información relevante a su queja.

¿Ha usted registrado esta queja ante la Administración Federal de Transporte (FTA por sus siglas en inglés)? ☐ Sí ☐ No
Si contestó Sí, por favor provea información sobre una persona de contacto en la administración FTA donde se registró la queja:

Nombre: _____ Título: _____
Domicilio: _____ Teléfono: _____

¿Ha usted registrado previamente una queja bajo el Título VI ante esta agencia? ☐ Sí ☐ No

Firma y fecha requeridas abajo:

Firma _____
Fecha _____



Title VI Investigations, Complaints, and Lawsuits

This form will be submitted annually. If no investigations, lawsuits, or complaints were filed, a blank form will be submitted.

Description/Name	Date (Month, Day, Year)	Summary (include basis of complaint: race, color, national origin or disability)	Status	Action(s) Taken (Final findings?)
Investigations				
1)				
2)				
Lawsuits				
1)				
2)				
Complaints				
1)				
2)				

X The City of Goodyear has not had any Title VI complaints, investigations, or lawsuits in 2018-2021.

Public Participation Plan

CITY OF GOODYEAR/VALLEY METRO

Public Participation Plan



The City of Goodyear/Valley Metro is engaging the public in its planning and decision-making processes, as well as its marketing and outreach activities. The public will be invited to participate in the process whether through public meetings or surveys.

The City of Goodyear has adopted the Valley Metro Public Participation Plan. The City of Goodyear has not conducted any transit-related public outreach between the years of 2018 and 2022. Valley Metro conducts all outreach for transit service changes on behalf of the City of Goodyear. At any time an item needs addressing, public meetings will be conducted at a Goodyear public venue(s) space on an as needed basis

In the upcoming year the City of Goodyear anticipates that its transit-related programs and activities will change during 2022-2023. When the proposed changes occur, the City will utilize Valley Metro's Title VI Public Participation Plan.

Public Meetings:

- (1) Public meetings are scheduled to increase the opportunity for attendance by stakeholders and the general public. This may require scheduling meetings during non-traditional business hours, holding more than one meeting at different times of the day or on different days, and checking other community activities to avoid conflicts.
- (2) When a public meeting or public hearing is focused on a planning study or program related to a specific geographic area or jurisdiction within the region, the meeting or hearing is held within that geographic area or jurisdiction.
- (3) Public meetings are held in locations accessible to people with disabilities and are located near a transit route when possible.



Valley Metro Public Participation Plan 2021

Introduction

The regional transit public input/outreach process is conducted by Valley Metro for various transit-related activities and actions. Throughout the year, Valley Metro conducts public outreach activities related to capital projects, transit service changes, fare changes, and other transit-related events. This Title VI Public Participation Plan was established to ensure inclusion of the public throughout the Phoenix metropolitan community in accordance with the content and considerations of Title VI of the Civil Rights Act of 1964. Federal regulations state that recipients of federal funding must “promote full and fair participation in public transportation decision-making without regard to race, color or national origin.” Valley Metro uses this Plan to ensure involvement of low-income, minority and limited English proficient (LEP) populations, following guidance from the Title VI Requirements and Guidelines for Federal Transit Administration Recipients Circular¹ (Circular).

Involving the public in Valley Metro practices and decision-making processes provides helpful information to improve the transit system to better meet the needs of the community. Although public participation methods and extent may vary with the type of plan, program and/or service under consideration, as well as the resources available, a concerted effort to involve all affected parties will be conducted in compliance with this Plan along with federal regulations. To include effective strategies for engaging low income, minority and LEP populations, the Circular suggests that the following may be considered:

- Scheduling meetings at times and locations that are convenient and accessible for minority and LEP communities.
- Employing different meeting sizes and formats.
- Coordinating with community- and faith-based organizations, educational institutions and other organizations to implement public engagement strategies that reach out specifically to members of affected minority and/or LEP communities.
- Considering transit information in publications and through communication channels that serve LEP populations.
- Providing opportunities for public participation through means other than written communication, such as personal interviews or use of audio or video recording devices to capture oral comments.

¹ United States Department of Transportation, Federal Transit Administration, Circular 4702.1B.

Valley Metro currently practices all these strategies, in compliance with federal regulations, so that minority, low-income and LEP populations have ready access to information and meaningful opportunities to engage in planning activities and provide input as part of the decision-making process.

Typical Public Participation Opportunities

Valley Metro provides opportunities to share information or receive public input through a variety of methods for public participation utilized to engage low-income, minority and LEP populations through many outlets.

Meeting Planning: For planning efforts, including fare and service changes, public meeting locations are held at a centralized location near the affected route or project area and bilingual staff is available. Public notices and announcements are published in minority-focused publications— some examples include: the *Arizona Informant* (African American community), *Asian American Times* (Asian American community), *La Voz* and *Prensa Arizona* (Hispanic community). Press releases are also sent to these media sources regarding fare changes, service changes and other programs. All printed materials are available in English and Spanish and translated, as requested, in any other languages.

Rider Satisfaction Survey: A key participation effort, the Rider Satisfaction Survey, is conducted approximately every two years. This survey is administered on transit routes across the region, reaching transit riders living in minority and/or low-income communities. The survey, administered in English and Spanish, measures rider satisfaction with transit services and captures comments for improvements.

Valley Metro Customer Service: Throughout the year, minority, low-income and LEP populations have access to information through the Valley Metro Customer Service. Valley Metro Customer Service is open 5 a.m. - 10 p.m., Monday through Friday; 6 a.m. - 8 p.m. on Saturdays; and 8 a.m. - 5 p.m. on Sundays and designated holidays. Customer Service staff is multilingual.

Website: Information including meeting announcements, meeting materials and other program information is available on valleymetro.org in both English and Spanish. If users would like information in another language, Valley Metro features Google Translate on its website. This allows Valley Metro to reach citizens in five languages with information on transportation services, proposed service changes and other programs.

Public Participation Methods

Valley Metro uses several specific public involvement techniques to ensure that minority, low-income and LEP persons are involved in transit decisions. Using public involvement, media outlets and print or electronic materials, Valley Metro disseminates information regarding planning efforts. These efforts include the activities described below.

A full list of potential outreach methods is found in Appendix A.

Common Best Practices:

- Public meetings, hearings and open houses are held regularly at community familiar and centralized locations with public transportation access and at convenient times, in collaboration

with city partners. These meetings provide an opportunity to meet with citizens and receive their comments and questions on proposed service changes and other programs. For each program, Valley Metro varies its meeting format to best engage the targeted population.

- Valley Metro has staff available at public meetings, hearings, events and open houses to answer questions and receive comments in both English and Spanish. Valley Metro also uses court reporters to record verbal comments at public hearings.
- Outreach for biannual service changes and other programs are conducted at or near the affected area— for example, along an affected bus route or at an affected transfer location— thus targeting the population that may be most affected by proposed changes to service or routes. Often, these efforts are also executed at transit stops, community centers, civic centers or major transfer locations.
- Coordination with community- and faith-based organizations, educational institutions and other organizations occurs regularly. These coordination efforts assist Valley Metro in executing public engagement strategies that reach out to members of the population that may be affected.
- All public meeting notices for biannual service changes and other programs are translated to Spanish. Notices regarding Valley Metro projects and programs are widely distributed to the public through multiple methods as established by the project team. A full list of potential outreach methods is found in Appendix A.
- Valley Metro publishes advertisements of any proposed service or fare change in minority publications to make this information more easily available to minority populations. Additionally, Valley Metro sends press releases regarding service changes and other programs to Spanish-language media. Depending on the level of impact, a formal media/communications plan can be developed to coordinate overall messaging across multiple stakeholders.
- Valley Metro offers online participation via social media, webinar and email input as an alternative opportunity for comment. Online meetings or hearings are recorded and uploaded to the Valley Metro YouTube channel and/or website.
- Major surveying efforts are conducted in both English and Spanish to ensure that the data collected is representative of the public.
- Valley Metro Customer Service is multilingual.
- All comments are documented in a centralized database. Comment summary information is provided to Valley Metro’s city partners for review and is also presented to the Valley Metro Board of Directors for consideration when acting upon proposed service changes.

A public hearing is a formal presentation to the public on specific proposal or subject. Public testimony is recorded into the official record. The rules governing a public hearing are more formal than that of a public meeting, where a variety of tools and techniques may be used to gather feedback from the public. A public

hearing may take place in-person, via teleconference, or online. Public comment must be recorded and transcribed, either via electronic means or a court reporter.

A public hearing is required during:

- The development of an Environmental Impact statement.
- A Major Service Change, as defined by the Major Service Change & Service Equity Policy.

Conclusion

Valley Metro conducts public outreach throughout the year to involve the public with agency activities and transit planning processes. Using a variety of communication techniques such as facilitating meetings at varied times and locations, using multiple formats, placing print and digital materials across multiple channels and providing opportunities via phone and online to share or collect input, Valley Metro ensures that outreach efforts include opportunities for minority, low-income and LEP populations who may be impacted by the activity or transit planning process are integrated into the decision-making process. Valley Metro will continue to involve all communities to be inclusive of all populations throughout the metropolitan Phoenix area and to also comply with federal regulations. Valley Metro will continue to monitor and update this Inclusive Public Participation Plan as part of the Title VI Program, which is updated triennially.

Appendix A

Valley Metro reviews public outreach needs with the project/initiative team as part of the initial development of the designated Public Involvement Plan. Major tactics are outlined to develop the overall timeline. Depending upon the scope of the project, program or announcement, public participation methods are customized to ensure that the public is involved in the decision-making process.

A list of commonly used outreach tools, as well as their definition and associated Valley Metro standard of best practice, is listed below.

Outreach Tool	Definition and Best Practices
Public Hearing	A formal meeting with a set agenda during which a presentation is given, and public testimony/feedback is heard and recorded. Can take place in-person, via teleconference, or online. For public hearings, adequate notice to the public is defined as a minimum of 30 days to the hearing date. A hearing is advertised with an appropriate outreach tactic at least four times within 30 days of the meeting date. Public comment must be recorded and transcribed, either via electronic means or via a court reporter.
Public Meeting	A meeting during which material is presented and public comment is heard and recorded. The material may be offered via a presentation, workshop or “open house.” Can take place in-person, via teleconference, or as a webinar online. For public meetings, adequate notice to the public is defined as a minimum of 15-days prior to the meeting date. A meeting is advertised at least twice via an appropriate outreach tactic within 15 days of the meeting date.
Display Ads in Print Media	A paid advertisement in the newspapers or other print media to alert readers about an upcoming event or action.
Website/Online Social Media	Information on projects or initiatives located on the Valley Metro website or Valley Metro social channels (Instagram, Facebook, Twitter)
Stakeholder meetings	Information provided to local, targeted individuals or groups particularly affected by project. The presentation may be formal, a workshop or in “open house” style. Typically, stakeholder meetings are invitation-only and so do not need to be publicly advertised beforehand. Can take place in-person, via teleconference, or as a webinar online.

Mobile Device Alerts	Electronic push notifications to alert customers to important information on projects or service changes via Valley Metro owned mobile apps (AlertVM, ConstructVM, mobile fare app).
Signs	Signs on buses, bus stop locations, transit centers or other locations frequented by stakeholders. This includes temporary signs, A-frames or kiosk posters.
Rider Alerts	Notifications regarding immediate rider information on impacts to frequency, routing or schedule. Rider Alerts may be web based, printed on signs and/or submitted as a memo to Customer Service & Operations.
Direct Mailings	Mail sent to an affected group or area to educate, notify, or request input.
Surveys	A list of questions to solicit opinions or preferences by a selected group of individuals. The survey mechanism may be electronic and/or in-person. The survey population may be intercepted or self-selected. For surveys, the feedback collection period is defined as a minimum of 15 days.
Static Display	Table or sign display at a trafficked event or area in an identified area where a targeted stakeholder group may be present. The display may be manned or unmanned and will have specific information on the project/initiative. This may also include a feedback mechanism, such as comment cards.
Door Hanger/Flyer Canvassing	Print notice distributed to local businesses and residents in project/affected area.
E-mail/E-blast	Digital messaging to an established Valley Metro email list. Stakeholders may opt-in or out of this list based on their needs.

Limited English Proficiency Plan

CITY OF GOODYEAR/VALLEY METRO

Limited English Proficiency Plan



Valley Metro has developed the following Limited English Proficiency Plan (LEP) to help identify reasonable steps to provide language assistance for LEP persons seeking meaningful access to the City of Goodyear/Valley Metro services as required by Executive Order 13166. A Limited English Proficiency person is one who does not speak English as their primary language and who has a limited ability to read, speak, write, or understand English.

This plan details procedures on how to identify a person who may need language assistance, the ways in which assistance may be provided, training to staff, notification to LEP persons that assistance is available, and information for future plan updates. In developing the plan while determining the City

of Goodyear/Valley Metro's extent of obligation to provide LEP services, the City of Goodyear/Valley Metro undertook a U.S. Department of Transportation four-factor LEP analysis which considers the following:

- 1) The number or proportion of LEP persons eligible in the City of Goodyear/Valley Metro service area who may be served or likely to encounter by the City of Goodyear/Valley Metro's program, activities, or services;
- 2) The frequency with which LEP individuals come in contact with an City of Goodyear/Valley Metro services;
- 3) The nature and importance of the program, activities or services provided by the City of Goodyear/Valley Metro to the LEP population; and
- 4) The resources available to the City of Goodyear/Valley Metro and overall costs to provide LEP assistance. A brief description of these considerations is provided in the following section.

A statement in Spanish will be included in all public outreach notices. Every effort will be made to provide vital information to LEP individuals in the language requested.

Safe Harbor Provision

The City of Goodyear/Valley Metro complies with the Safe Harbor Provision, as evidenced by the number of documents available in the Spanish language. With respect to Title VI information, the following shall be made available in Spanish:

- (1) Title VI Notice
- (2) Complaint Procedures
- (3) Complaint Form

In addition, we will conduct our marketing (including using translated materials) in a manner that reaches each LEP group. Vital Documents include the following:

- (1) Notices of free language assistance for persons with LEP
- (2) Notice of Non-Discrimination and Reasonable Accommodation
- (3) Outreach Materials
- (4) Bus Schedules
- (5) Route Changes
- (6) Public Hearings



Language Assistance Plan

Title VI Program

July 2021



1.0 INTRODUCTION

In 1993, the Valley Metro Regional Public Transportation Authority (RPTA) board adopted the name Valley Metro as the identity for the regional transit system in the Phoenix metropolitan area. Under the Valley Metro brand, local governments joined to fund the Valley-wide transit system that serves more than 64 million riders annually. Valley Metro provides fixed route bus service, light rail service, streetcar service (open in late 2021) and complementary ADA paratransit service across the region. Valley Metro provides services with, and distributes transit funds from the countywide transit sales tax to its member agencies including Maricopa County and the cities of Tempe, Mesa, Glendale, Phoenix, Buckeye, Tolleson, Wickenburg, Surprise, Peoria, Chandler, Gilbert, El Mirage, Avondale, Goodyear, Scottsdale, Fountain Hills, and Youngtown. For the most part, Valley Metro and its member agencies use private service providers for the operation of bus, light rail and paratransit services. The Cities of Glendale, Scottsdale, Peoria and Phoenix contract some of their service directly to service providers.

Currently, fixed-route transit service in the metropolitan area is operated by the City of Phoenix, and Valley Metro, Scottsdale and Glendale. There is a total of 893 fixed-route vehicles and 50 light rail vehicles operating in the region. Of these vehicles, 95 are circulators.

The regional transit system has 61 local bus routes that consist of the following: 45 local bus routes, 15 key local bus routes and 1 limited-stop peak route. The region also has 20 Express/RAPID routes, 21 community circulator routes, 1 rural connector route and 1 light rail system. Valley Metro customers made over 64,000,000 boardings during fiscal year 2019.

Seven Four regional entities in the region provide Dial-a-Ride service for seniors and persons with disabilities, as well as Americans with Disabilities Act (ADA) paratransit service for those who are unable to use fixed-route bus service. Annual regional ridership for ADA paratransit and regional ridership for non-ADA general Dial-a-Ride was 1,134,014.

In addition, Valley Metro's Commute Solutions team supports Valley organizations in the mandatory Maricopa County Travel Reduction Program. Toward that goal, the team provides a multipurpose platform at www.ShareTheRide.com that allows commuters to search for carpools, vanpools, transit and bike buddies. In addition to providing this multimodal support, it provides pollution and commute information. In an ongoing effort to educate, the team also provides online training, informational webinars, and special promotions for the general public and transportation coordinators.

Valley Metro and the region support the goal of the U.S. Department of Transportation (USDOT) limited English proficient (LEP) guidance to provide meaningful access to its services by LEP persons. The Federal Transit Administration (FTA) notes that transit agencies that provide language assistance to LEP persons in a competent and effective manner will help ensure that their services are safe, reliable, convenient, and accessible to those persons. These efforts may attract riders who would otherwise be excluded from using the service because of language barriers and, ideally, will encourage riders to continue using the system after they are proficient in English and/or have more transportation options.

1.1 Regulatory Guidance

Title VI of the Civil Rights Act of 1964, provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that receives federal financial assistance.

Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency,” issued on August 11, 2000, directs each federal agency to publish guidance for its respective recipients to assist with its obligations to LEP persons under Title VI. The Executive Order states that recipients must take reasonable steps to ensure meaningful access to their programs and activities by LEP persons. Providing English only services may constitute national origin discrimination in violation of Title VI and its implementing regulations.

The FTA Circular 4702.1B, “Title VI Requirements and Guidelines for Federal Transit Administration Recipients”, issued in October 2012 reiterates this requirement. Chapter III states that “...FTA recipients must take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (page III-6).”

In the Phoenix Metropolitan Area, there are more than sixty different languages identified in households where English is not the predominate language. Using the “Four Factor Analysis” prescribed by FTA, this plan was developed to ensure that all transit providers effectively communicate with all users of the public transportation agency’s services provided.

1.2 Four Factor Analysis

FTA Circular 4702.1B identifies four factors that recipients of federal funds should follow when determining what reasonable steps should be taken to ensure meaningful access for LEP persons.

The four factor analysis involves the following:

1. Identify the number or proportion of LEP persons eligible to be served or likely to be encountered with transit service.
2. Determine the frequency with which LEP individuals come in contact with transit service.
3. Determine the nature and importance of transit service provided to LEP individuals.
4. Assess the resources available to the recipient for LEP outreach, as well as costs associated with that outreach.

This document describes Valley Metro’s four-factor analysis and summarizes its LEP efforts, including staff training, followed by a description of how the plan will be monitored and updated.

2.0 LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 1)

Factor 1 assesses the number and proportion of persons with limited English speaking proficiency likely to be encountered within the region’s service area, which is defined as a three-quarter mile radial buffer around all fixed route services and a three-mile buffer around park-and-ride and transit facilities for express bus service. The LEP population is those individuals who reported to the Census Bureau that they speak English “less than very well.”

2.1 Evaluation Methods and Data Source

In accordance with FTA’s policy guidance, the initial step for providing meaningful access to services for LEP persons and maintaining an effective LEP program is to identify LEP populations in the service area and their language characteristics through an analysis of available data. The presence of LEP populations in the regional service area was determined by analyzing the U.S. Census Bureau, 2019 American Community Survey (ACS) 5-year Sample. The 2019 ACS data were used because the 2020 decennial census, at the time of this update, was not available.

2.2 LEP Population Identification

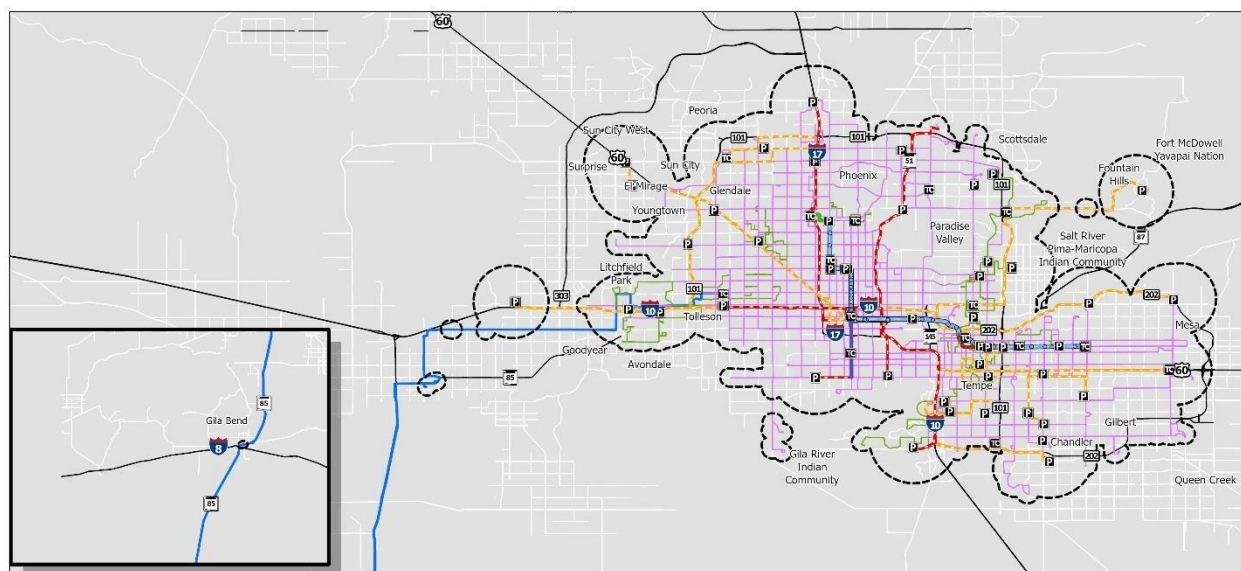
FTA describes LEP persons as having a limited ability to read, write, speak, or understand English. For this LEP analysis, those who reported to the Census Bureau that they speak English “less than very well” were used to tabulate the LEP population for the regional service area.

2.3 American Community Survey

The American Community Survey (ACS) is a continuous nationwide survey conducted monthly by the U.S. Census Bureau to produce annually updated estimates for the same small area (census tracts and block groups) formerly surveyed through the decennial census long-form survey. It is intended to measure changing socioeconomic characteristics and conditions of the population on a recurring basis. It is important to note that the ACS does not provide official counts of the population between each decennial census, but instead provides weighted population estimates. This analysis uses the 2019 ACS 5-year data (2015 to 2019).

ACS data include the number of person’s ages five and above who self-identified their ability to speak English as “very well”, “well”, “not well”, and “not at all”. **Figure 1** depicts Valley Metro’s service area. **Table 1** shows the number of LEP people within Valley Metro’s service area in comparison to Maricopa County. There are over 4 million residents in Maricopa County, and 3.5 million reside within Valley Metro’s service area. The incidence of LEP persons within Valley Metro’s service area is slightly higher than in the county. 8.7 percent of residents in Maricopa County speak English less than “very well”, while 9.6 percent of residents within Valley Metro’s service area speak English less than “very well”.

FIGURE 1: VALLEY METRO SERVICE AREA



Valley Metro Services and Service Area Map

Transit Centers	South Central Extension	Circulators
Park and Rides	Tempe Streetcar	Local Routes
Light Rail Stations	Express	Rural Route
Northwest Extension	Light Rail	Freeway and Interstates
	RAPID	Valley Metro Service Area

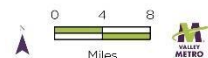


TABLE 1: 2019 ACS DATA, BY LOCATION

County or Area	Total Population Age 5 and Over	Speaks English Only	Speaks English		Percentage Less than Very Well
			Very Well	Less than Very Well	
Maricopa County	4,050,301	2,957,214	737,917	355,170	8.7
Census Tracts within service area ^a	3,530,687	2,501,110	690,264	339,349	9.6

^a Service Area is defined as a ¾ -mile buffer within local fixed route service and a 3-mile buffer within park-and-ride and transit facilities for express bus service

Table 2 shows English proficiency for the census tracts within the service area population age five years and above by the linguistic categories identified by the U.S. Census Bureau. This includes English, Spanish, Indo-European, Asian or Pacific Islander, and all other languages. The 2019 ACS data show the population self-identified as speaking English less than “very well” was predominantly the Spanish language group, encompassing 261,287 people, or 7.4 percent of the total population age five years and over. Indo-European, Asian or Pacific Islander, and All Other Languages groups account for 78,026 people, or 2.2 percent of the population. Of all those speaking English less than “very well”, the Spanish group makes up 77 percent of the total population over age five with limited English proficiency.

TABLE 2: 2019 ACS DATA, BY LANGUAGE CATEGORY

Language Category	Total Population Age 5 and Over	Speaks English				Percentage Less than Very Well
		Very Well	Well	Not Well	Not At All	
Total	3,530,687	690,264	148,748	119,838	70,727	9.6
English	2,501,110	—	—	—	—	0.0
Spanish	788,929	527,642	100,211	97,690	63,386	7.4
Asian or Pacific Islander	95,307	57,621	22,331	11,922	3,433	1.1
Indo-European	88,411	66,861	14,813	4,981	1,756	0.6
All other languages	56,930	38,140	11,393	5,245	2,152	0.5

The 2019 ACS data also provide information on linguistically isolated households: “A linguistically isolated household is one in which no member 14 years old and over (1) speaks only English and (2) speaks a non-English language and speaks English ‘very well.’ In other words, all members 14 years old and over have at least some difficulty with English” (ACS 2019). In total, the 2019 ACS data identified 1,356,898 households to be linguistically isolated. The entire membership of a linguistically isolated household would be considered LEP. **Table 3** details those data for linguistically isolated and non-linguistically isolated households by language category within the service area.

TABLE 3: 2019 ACS DATA, BY LINGUISTICALLY ISOLATED HOUSEHOLDS

Language Category	Total Households	Isolated Households	Non-isolated Households	Percentage Isolated Households
Census tracts in service area	1,356,898	57,919	330,557	4.3
English	968,422	—	—	—
Spanish	276,605	41,125	235,480	3.0
Asian or Pacific Islander	41,622	7,956	33,666	0.6
Indo-European	46,362	4,648	41,714	0.3
All other languages	23,887	4,190	19,697	0.3

Within the transit service area, 4.2 percent of households are considered linguistically isolated. Again, these are predominantly Spanish households, making up three percent of the total. Remaining languages make up 1.2 percent of households that are classified as linguistically isolated.

Figure 2 shows concentrations of linguistically isolated households in census tracts within the service area. Most areas throughout the region are mixed, although a few pockets of census blocks have concentrations of linguistically isolated households, thus identified as persons with limited English proficiency.

FIGURE 2: CENSUS TRACTS WITH LINGUISTICALLY ISOLATED HOUSEHOLDS

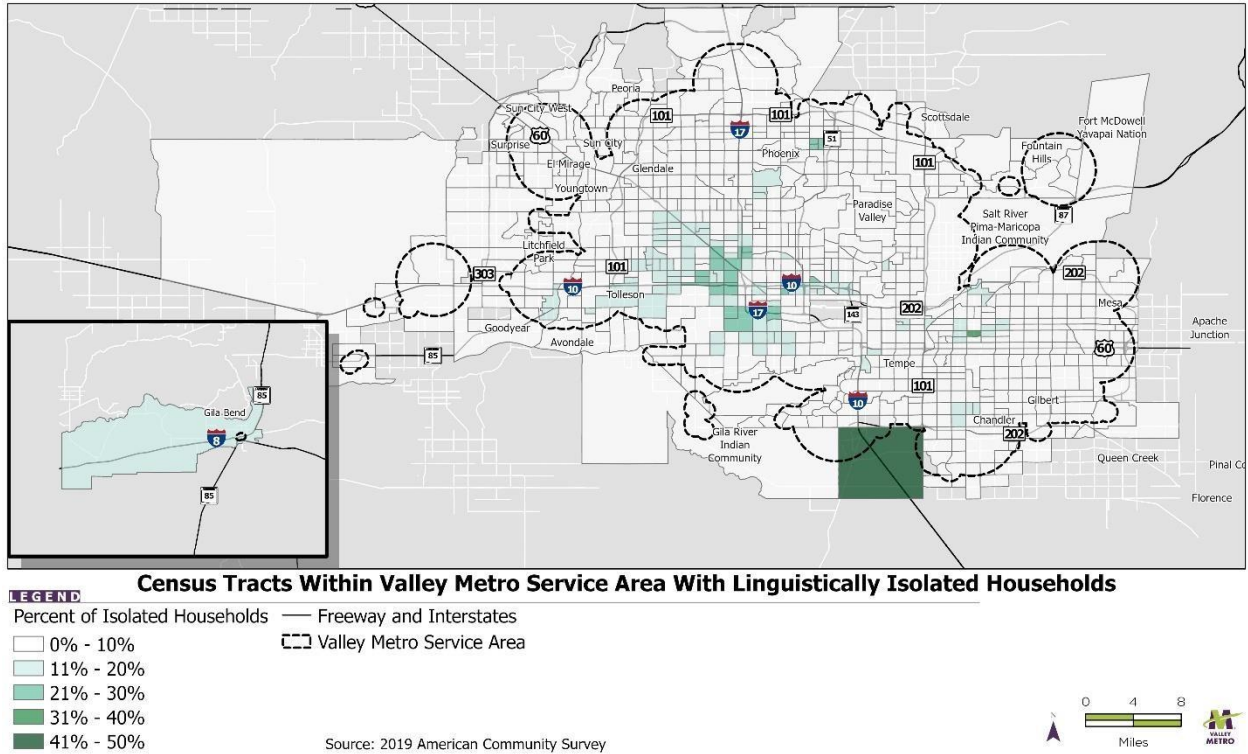
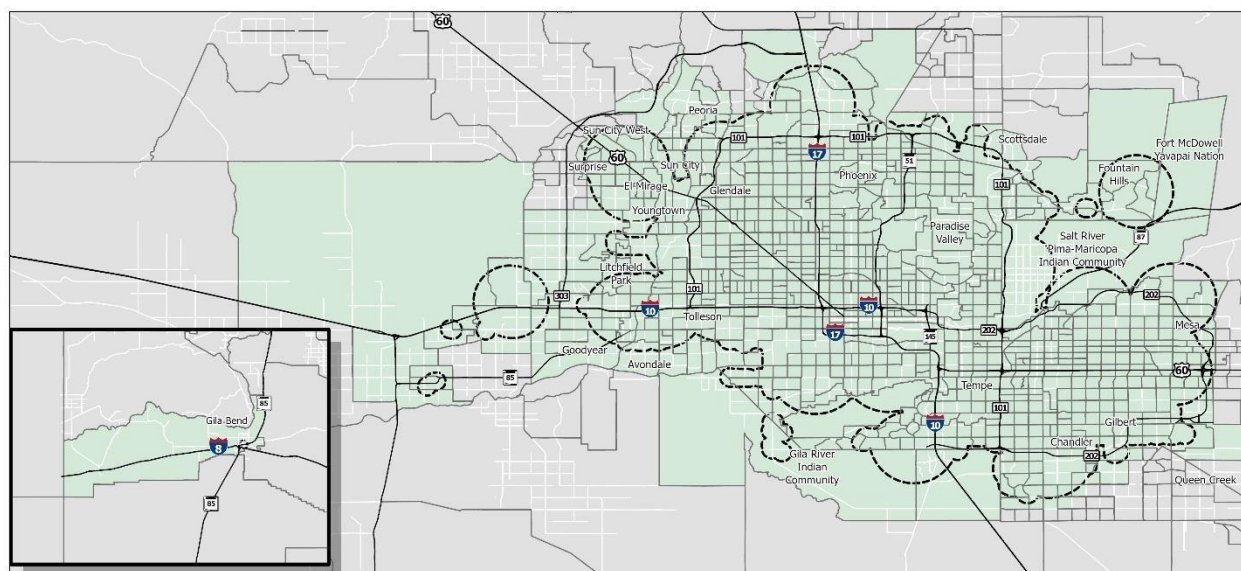


Figure 3 shows the ACS 2019 census tracts within the three-quarter mile buffer of local fixed route service and a three-mile buffer around park-and-ride and transit facilities for express bus service. Census tracts encapsulated within this area are included in the estimates, although they may not be within one-quarter mile of a fixed route.

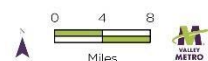
FIGURE 3: CENSUS TRACTS WITHIN SERVICE AREA



LEGEND

- Freeway and Interstates
- 2019 American Community Survey Tracts
- Impacted Census Tracts
- - - Valley Metro Service Area

Valley Metro Service Area and Census Tracts



The 2019 ACS data show 12 languages or language groups with 1,000 or more LEP persons. Only one LEP population exceeds both the 1,000 or more individuals and the five percent of the total population of persons eligible to be served or likely encountered. **Table 4** shows the populations that meet either of these thresholds using ACS 2019 population by language and ability, sorted by percentage of LEP population.

Within the service area, the majority of the 2019 LEP populations is the Spanish speaking population; this is the only language group to exceed both 1,000 individuals and five percent of the LEP population. The Spanish LEP population consists of 261,287 individuals within the service area. The Other Indo-European, Mandarin Chinese, and Other and Unspecified speaking populations followed with 3.86 percent, 3.42 percent, and 3.33 percent respectively. The Vietnamese, Other Asian and Pacific Island and Arabic speaking populations follow with 2.87 percent, 2.85 percent and 2.27 percent, respectively. This is followed by Russian and Filipino with 1.63 percent and 1.28 percent, respectively, and then by Korean (0.8 percent), French (0.6 percent) and German (0.3 percent).

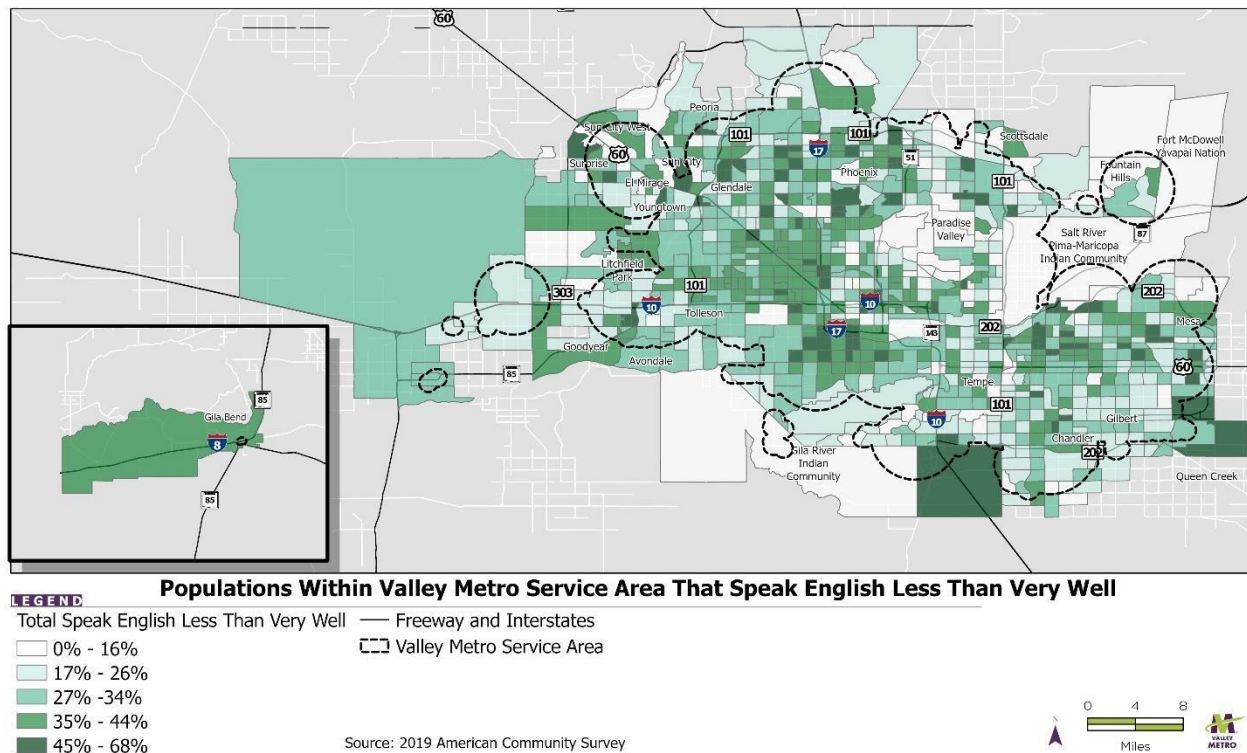
**TABLE 4: 2019 ACS DATA, BY LANGUAGE WITHIN ONE-HALF MILE OF
FIXED ROUTE SERVICE**

Language	Speak English		Percentage of
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	Less Than Very Well	Very Well	Total Population	Language LEP of Total LEP Population
All languages	335,714	—	—	100
Spanish	261,287	527,642	788,929	77.83
French, Haitian or Cajun	2,115	7,666	9,781	0.63
German	988	9,765	10,753	0.29
Russian, Polish or Other Slavic	5,484	12,517	18,001	1.63
Other Indo-European languages	12,963	36,913	49,876	3.86
Korean	2,694	2,856	5,550	0.80
Mandarin Chinese	11,471	11,965	23,436	3.42
Vietnamese	9,649	6,936	16,585	2.87
Filipino	4,292	12,356	16,648	1.28
Other Asian Pacific Island	9,580	23,508	33,088	2.85
Arabic	7,623	11,563	19,186	2.27
Other and unspecified languages	11,167	26,577	37,744	3.33

Figure 4 shows concentrations of populations speaking English Less than Very Well throughout the service area. Most areas throughout the region are mixed, although there are a few pockets of Census blocks with concentrations of persons with limited English proficiency.

FIGURE 4: POPULATION SPEAKING ENGLISH “LESS THAN VERY WELL”



3.0 FREQUENCY OF CONTACT WITH LIMITED ENGLISH PROFICIENT POPULATION (FACTOR 2)

The first step of the four-factor LEP needs assessment revealed that the largest language group is overwhelmingly Spanish, followed by the ACS language categories of Other Indo-European, Mandarin Chinese and Other and Unspecified. Factor 2 is intended to assess the frequency with which LEP persons interact with Valley Metro programs, activities or services. The USDOT “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT 2005) advises that:

Recipients should assess, as accurately as possible, the frequency with which they have or should have contact with LEP individuals from different language groups seeking assistance, as the more frequent the contact, the more likely enhanced language services will be needed (emphasis added). The steps that are reasonable for a recipient that serves an LEP person on a one-time basis will be very different than those expected from a recipient that serves LEP persons daily.

The frequency of use was evaluated by assessing current resources, available data and a short survey of transit employees.

3.1 Evaluation Methods and Data Sources

To determine the frequency with which LEP persons interact with Valley Metro, both quantitative and qualitative methods were used to analyze access to services. Anecdotal information regarding interactions with LEP persons, garnered through conversations with Valley Metro employees, is also included in this section. More structured analysis is included using several sources of information:

- Transit Employee Surveys
- Customer Service Interactive Voice Response (IVR) Call Log
- Transit Education Program
- Valley Metro Website Translation Data

Together, these sources provide a picture of the interaction of LEP persons with programs, activities or services provided by the agency.

3.2 Frequency of Contact Analyses

Valley Metro recognizes the value of providing convenient and efficient information to transit riders. Understanding how often LEP persons are using services will assist in serving customers better in the future with quality services, programs and activities.

Transit Employee Surveys

During September and October of 2020, a voluntary survey of customer service and transit employees was conducted regarding interaction with LEP persons and languages spoken. A copy of the survey instrument can be found in **Appendix A**. Valley Metro Customer Service Representatives provide passenger assistance most commonly through email, but also by phone. Several Customer Service Representatives that are stationed at transit passenger facilities² to provide assistance to passengers. Bus operators at multiple locations were also surveyed. Employees surveyed were based at one of the following locations:

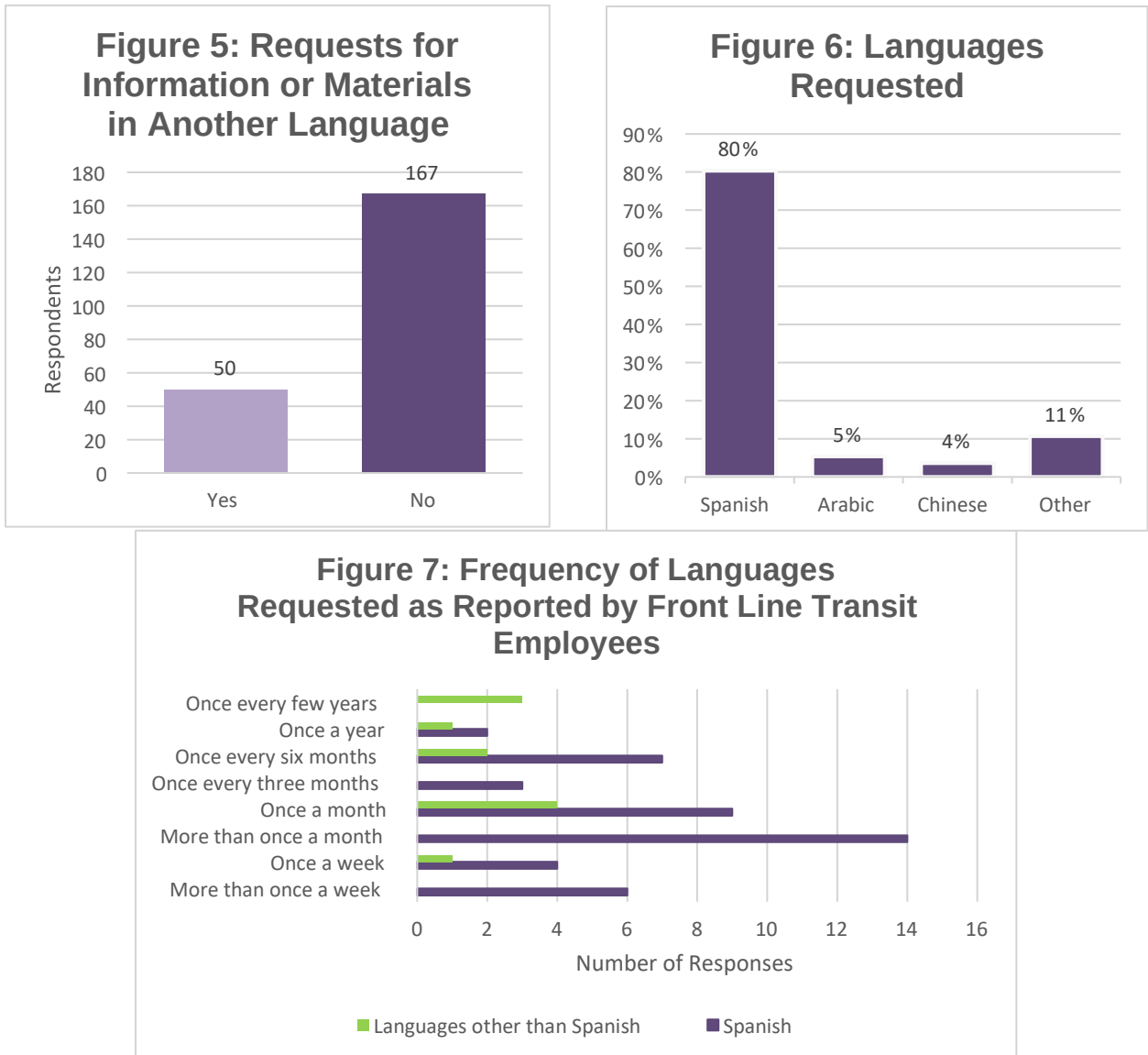
- Customer Service and Mobility Center
- Central Station Transit Center
- Ed Pastor Transit Center
- Metrocenter Transit Center
- Sunnyslope Transit Center
- Tempe Transportation Center
- East Valley Bus Operations and Maintenance Facility
- Mesa Bus Operations and Maintenance Facility
- Phoenix Bus Operations and Maintenance Facility

In total, 218 respondents provided information about their experiences. Approximately 80 percent of those surveyed were transit operators. When asked if staff have had any requests for materials in another language in the past two years, 23 percent responded yes; see **Figure 5**. Of these, most interpretation or translation requests were for Spanish. All but two of the locations received translation requests in the past two years: Sunnyslope Transit Center and Metrocenter Transit Center.

² Facilities operated by the City of Phoenix or City of Tempe

Languages requested were predominantly Spanish (80 percent) followed by Arabic (5 percent) and Chinese (4 percent). Other languages made up 11 percent of requests. These languages, which were each requested only once, were French, Russian, German, Farsi, Hindi and Swahili. See **Figure 6** for a graphic representation of the languages requested.

These responses were categorized appropriately and cross-referenced with the language requested. See **Figure 7** for a comparison. Spanish was much more frequently requested than any other language, and languages other than Spanish were requested at a substantially less frequent rate.



This survey helped support the finding that multiple languages are encountered by transit professionals, yet Spanish is the most common and most frequent of the languages encountered.

Customer Service Interactive Voice Response Call Log

The Customer Service Center updated its automated phone system in mid-2014 to establish the Interactive Voice Response (IVR) feature. With this expansion, the system is able to provide a log listing the frequency with which line callers have requested to be transferred. Available are five topic categories, each in English and Spanish for ten total options. The topics available include:

- Americans with Disabilities Act (ADA)
- Customer Relations (CR)
- Light Rail
- Lost and Found
- Transit Information (TI)

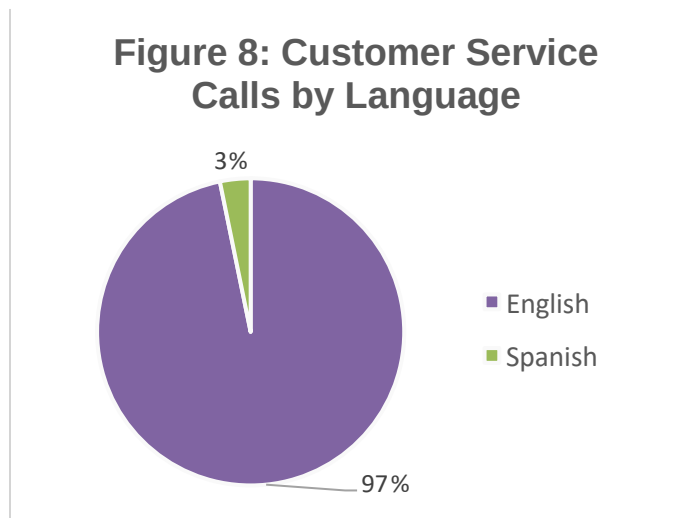
This system allows Spanish-speaking callers to be automatically transferred to a bilingual representative, reducing the time it takes to be served in the preferred language. Currently, eight bilingual customer service representatives are employed by Valley Metro. The phone system prioritizes selection of Spanish calls received. **Table 7** shows the distribution of calls by option selected, followed by the sum of calls by language for calendar year 2019.

TABLE 7: 2019 CUSTOMER SERVICE CALL LOG

Call	Total Calls	% of Total Calls
ADA – English	20,672	1.79%
ADA – Spanish	2,457	0.21%
CR – English	166,893	14.45%
CR – Spanish	1,030	0.09%
Light Rail – English	113	0.01%
Light Rail – Spanish	2	0.00%
Lost and Found – English	16,419	1.42%
Lost and Found – Spanish	198	0.02%
TI – English	913,931	79.12%
TI – Spanish	33,462	2.90%
English (Total)	1,118,028	96.78%
Spanish (Total)	37,149	3.22%
Total Calls	1,155,177	100.00%

Figure 8 shows a pie chart of the calls by language. Approximately 97 percent of calls were for English and three percent of calls were for Spanish. At the time of this report, 38 customer service representatives were on staff; of these, 8 were bilingual (21 percent).

When evaluating the customer service call logs, the bulk of calls received are through the English phone lines with a small portion (3 percent) selecting a Spanish option.



Transit Education Program

Valley Metro has a Transit Education program that presents information to various groups to teach about public transit, benefits of transit and how to use the system. Staff members visit schools, businesses, social service agencies and present to new residents and refugee groups, senior citizens and persons with disabilities. Additionally, transit information and assistance are provided at community or special events including environmental advocacy events, transportation or vehicle days, career days and more. This team also conducts general presentations by request to any group who wants to learn more about Valley Metro services. In 2019, the transit education staff made 427 public presentations, two of which were in Spanish.

The many Spanish speaking passengers are accommodated because much of the transit information is available in Spanish. Additionally, a bilingual Valley Metro staff member will generally give the transit education presentation in Spanish upon request. Prior to the COVID-19 pandemic, the transit education staff would also conduct monthly presentations with refugee resettlement groups. Given the varied backgrounds of refugee groups, the hosting organizations would generally provide necessary interpreters. Valley Metro staff members have developed training materials that are mostly images to help bridge the language issues.

Website Translation

Apart from accessing information from transit employees—whether by phone, email, in person or another method—many customers use the www.valleymetro.org website for information. The website is equipped with the Google Translate feature, which allows translation into 52 languages. Users have translated the Valley Metro website into 43 different languages using this feature. Approximately 99

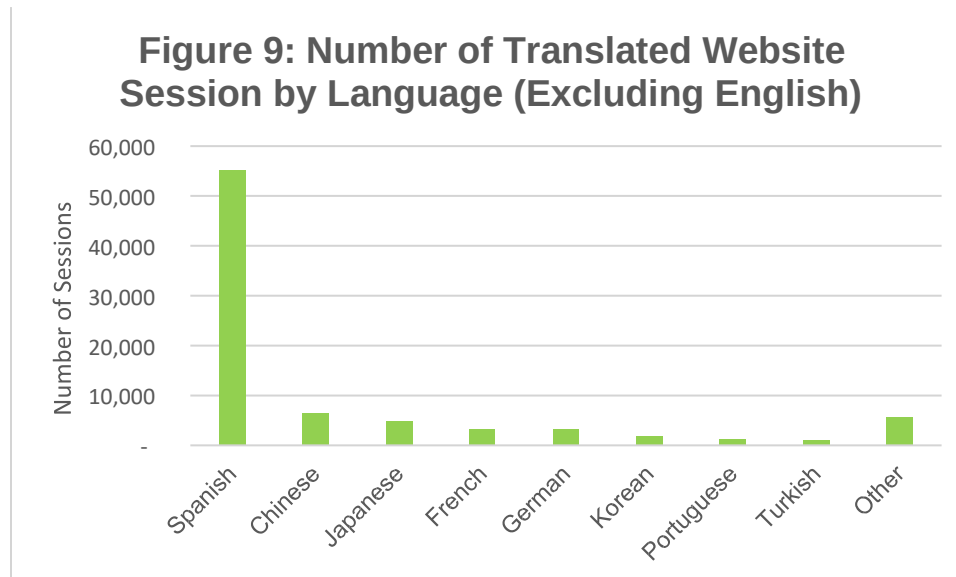
percent of interactions with the Valley Metro website used the default English setting. The remaining 1 percent used the other languages. **Table 8** lists the languages translated and the percentage of sessions in 2019. Note that only those languages accounting for at least 0.01 percent of the total sessions are included; a full table of entries is available in **Appendix B**.

TABLE 8: 2019 WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percentage of Total Sessions
English	5,659,734	98.56
Spanish	55,257	0.96
Chinese	6,506	0.11
Japanese	4,837	0.08
French	3,293	0.06
German	3,167	0.06
Korean	1,750	0.03
Portuguese	1,297	0.02
Russian	898	0.02
Turkish	1,028	0.02
Arabic	557	0.01
Dutch	497	0.01
Italian	631	0.01
Vietnamese	580	0.01
Other	5,728	0.10

Once again, Spanish was overwhelmingly the most widely used language with the website translation service, accounting for 0.96 percent of sessions, followed by Chinese (0.11 percent), Japanese (0.08 percent), French (0.06 percent), German (0.06 percent), Korean (0.03 percent, Portuguese (0.02 percent, Turkish (0.02 percent) and Other (0.10 percent).

Figure 9 shows the number of translated sessions by language.



The website was translated to 32 other languages that each accounted less than 0.01 percent of the sessions—collectively, these viewings account for 0.04 percent of all sessions. These languages include:

- Afrikaans
- Arabic
- Bulgarian
- Catalan
- Croatian
- Czech
- Danish
- Dutch
- Farsi
- Filipino
- Finnish
- Greek
- Hebrew
- Hindi
- Hungarian
- Indonesian
- Italian
- Latin
- Norwegian
- Polish
- Romanian
- Russian
- Samoan
- Serbian
- Slovak
- Slovenian
- Swedish
- Telugu
- Thai
- Tonga
- Ukrainian
- Vietnamese

Many documents on Valley Metro’s website are translated into Spanish since they are disseminated as paper materials to the public. Individuals may use these documents without translating the website into Spanish. Some of these documents include project updates, route maps and schedules, instructions and applications for a Reduced Fare ID, service change information, policies, brochures, and forms.

Conclusion

The Factor 2 analysis revealed that there is regular contact between the LEP population and Valley Metro personnel. The Transit Employee Survey revealed that 23 percent of all respondents had encountered an LEP person; of those who had encountered a request for assistance in another language, 80 percent of respondents reported requests for Spanish. The Customer Service call log showed that a

mere three percent of customers used one of the five Spanish options. Information from the Transit Education team qualitatively identified Spanish as the main language group. Finally, translation data from the Valley Metro website indicated 1.5 percent of sessions were translated—most of which were translated to Spanish. The website was translated to 43 different languages. Overall, there is broad diversity in the Phoenix region population that accesses regional transit services; however, most people using the Valley Metro system speak English or Spanish.

4.0 NATURE AND IMPORTANCE OF THE PROGRAM, ACTIVITY OR SERVICE PROVIDED (FACTOR 3)

The third step in the four-factor LEP needs assessment is an evaluation of the importance of Valley Metro services to persons with limited English proficiency. The first component of the Factor 3 analysis is to identify critical services. Next, input from community organizations was used to identify ways to improve these services for LEP populations.

The USDOT “Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (DOT 2005) advises that:

The more important the activity, information, service, or program, or the greater the possible consequences of the contact to the LEP individuals, the more likely language services are needed. The obligations to communicate rights to an LEP person who needs public transportation differ, for example, from those to provide recreational programming. A recipient needs to determine whether denial or delay of access to services or information could have serious or even life-threatening implications for the LEP individual . . . providing public transportation access to LEP persons is crucial. An LEP person’s inability to utilize effectively public transportation may adversely affect his or her ability to obtain health care, education, or access to employment.

With assistance from Valley Metro’s Community Relations and Marketing departments, a list of services provided was prepared and prioritized. Input from community organizations and LEP persons was incorporated to ensure views of the importance of services provided are adequately prioritized.

4.1 Services Provided

In cooperation with Valley Metro’s Communications and Operations departments, services currently provided to LEP persons were queried. All printed materials are translated into Spanish and materials in both English and Spanish are available on both bus and light rail services. Below is a list of available materials and services in Spanish that includes next bus and light rail specific services:

- Press Releases
- Public materials including, but not limited to:
 - Route Scout (announcements on buses and light rail)
 - Ride Guide and Destinations Guide
 - Service changes materials
 - Transit Book
 - Website
 - COVID-19 updates
 - Project updates
 - Title VI forms
 - Large special events materials (for example, Super Bowl public materials)

- Direct mailers or door hangers for targeted outreach
- Ticket vending machines (Spanish and Braille)
- Bilingual customer service staff
- Email list messages
- Bus specific services:
 - Car cards (on-board advertisements)
 - Bus signage (priority seating, caution signs, entry/exit, etc.)
 - Variable message sign (VMS)³ that displays audio announcements on buses
- Light Rail specific services:
 - Light rail transit vehicle signage including priority seating, code of conduct, and other train information
 - VMS⁴ announcements on vehicles and at stations
 - System maps and auxiliary information
 - Operator call boxes on trains
 - Emergency call box at stations
 - Safe place notices

Critical Services

Public transit is a key means of mobility for persons with limited English proficiency. Of those services identified above, a subset of critical services was prioritized to ensure that those services imperative to use Valley Metro public transportation options are available to all users.

Basic trip information is available both printed and electronically in Spanish, including service hours, tickets, trip planning, airport and transit connections, parking, bicycles and services for persons with disabilities. Also available in Spanish is information regarding how to use transit, acceptable user conduct, priority seating, caution signs and exit locations on vehicles. Ticket vending is available in both Spanish and Braille. Many documents are available in Braille upon request. Emergency notification measures are also translated, including audio VMS Announcements on vehicles (bus and rail), operator call boxes, emergency call boxes and Safe Place notices.

Bilingual customer service representatives are available during regular call center hours. Representatives use the same procedures for comments and note that the inquiry was in Spanish so that a bilingual representative is assigned in any follow-up response if needed. Outside of customer service hours, the website is available for translation to most languages at any time. For public meetings and hearings, a Spanish translator is usually available; additional translators are available upon request or in

³ Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities

⁴ Variable message signs are audio announcements that occur on transit services to inform riders of relevant information and updates. Light rail stations and vehicles are equipped with VMS announcements; most fixed route vehicles are also equipped with VMS capabilities

the appropriate context. Typically, additional translation services requested are provided for American Sign Language through an on-call contract.

Community Outreach

Valley Metro conducted interviews with six community organizations that encounter various LEP populations. Organizations were identified to ensure that a wide variety of cultural and language groups were reached over large service areas. In response to the COVID-19 pandemic, all surveys were conducted by phone call or electronically. These organizations were asked a series of questions from the FTA handbook, “Implementing the Department of Transportation’s Policy Guidance Concerning Recipients’ Responsibilities to Limited English Proficient (LEP) Persons” (FTA 2007). These organizations indicated that they serve populations speaking a broad range of languages, including Spanish, Arabic, and Swahili. The organizations interviewed range from cultural adult centers to refugee services organizations:

- Ability 360 – a local non-profit that provides services for people with disabilities
- Creighton School District – an elementary school district with 24 percent of students who speak English as a second language
- International Rescue Committee – a refugee support and relocation non-profit
- Isaac Elementary School District – an elementary school district with the highest percentage of English learners (33 percent of students)
- Literacy Volunteers of Maricopa County – a non-profit dedicated to improving adult reading and writing in English
- Turn a New Leaf – a non-profit that provides support for people experiencing homelessness, domestic violence and other challenges

Listed below are key language-related findings from the outreach effort:

1. For populations served by these organizations, public transportation is the main form of transportation to access jobs, medical appointments, social services, grocery shopping and school.
2. Spanish was the most common language spoken among the LEP populations at each organization. Swahili and Arabic were the second most common languages.
3. Organizations interviewed expressed needs of LEP populations regarding language assistance including:
 - a. System Map Information: LEP populations have expressed a difficulty in understanding and familiarizing themselves with system maps.
 - b. Transit Service Information: LEP populations have expressed the desire for information, such as how to ride and fare payment information, be communicated in an understandable format. Symbols could be used to communicate messages to a wider audience. Also, offering orientation to these populations, through their respective agencies, would familiarize them with the transit system.

4. When asked who the LEP populations would most trust to deliver transit messaging, most organizations responded that messaging should come from ethnic community organizations or individuals that speak their languages.

Valley Metro continues to make improvements in language assistance for the LEP population in the region in all areas including the three identified above. See **Appendix C** for completed surveys from each community organization.

This valuable feedback provided a few opportunities for Valley Metro to reduce barriers experienced by LEP riders. In regard to item 3, Valley Metro staff was able to introduce the organizations that expressed this concern to Valley Metro's Transit Education Program. This program can help riders better understand the transit system and provide useful transit service information. More research is needed to understand whether system map and transit service information difficulties are truly language issues, or simply educational issues.

Item 4 could be addressed through coordination with community organizations and the Valley Metro Transit Education Program. Transit education staff should continue to present materials to interested groups and should coordinate with the community organization requesting the presentation to ensure that LEP populations are getting the information they need.

5.0 CURRENT RESOURCES AVAILABLE AND THE COSTS TO PROVIDE LANGUAGE ASSISTANCE SERVICES (FACTOR 4)

The final step of the four-factor LEP analysis was an evaluation of the current and projected financial and personnel resources available to meet the current and future needs for language assistance. The first component of the Factor 4 analysis was to identify current language assistance measures and associated costs. The next step was to determine what additional services may be needed to provide meaningful access. The USDOT "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005) advises that:

A recipient's level of resources and the costs imposed may have an impact on the nature of the steps it should take in providing meaningful access for LEP persons. Smaller recipients with more limited budgets are not expected to provide the same level of language services as larger recipients with larger budgets. In addition, 'reasonable steps' may cease to be reasonable where the costs imposed substantially exceed the benefits.

Valley Metro has a strong commitment to reducing the barriers encountered by LEP persons in accessing its services and benefits, to the extent resources are available. Valley Metro currently does not break down all cost expenditures related to providing language assistance; however, language assistance costs are evaluated on a triennial basis to include in Title VI reporting.

5.1 Current Measures and Costs

Costs incurred by Valley Metro for the language assistance measures currently being provided include:

- Translation of materials
- Printing, advertising or other marketing costs
- Interpretation services
- Staff costs associated with Title VI efforts in adhering to language assistance measures

Typically, an amount is embedded into the project costs by activity (logged under printing or other direct expenses) for translation and production of any materials. Agency-wide, there is an on-call contract for any interpretation needs. Any production costs are included in printing and public meetings budgets. Furthermore, bilingual employees provide intermittent language assistance needs as part of their other duties. The Valley Metro community outreach team hires with a preference towards bilingual speakers, especially for projects where LEP residents are prominent. Multiple employees in the community outreach team are fluent in Spanish. These employees may be assigned to prepare press releases or media events with Spanish-speaking publications in addition to their typical duties. These costs are not tracked, although most of the formal interpretation services are contracted.

Interpreters are contracted on a case-by-case basis for public meetings or hearings to ensure that any language assistance needs are met so that public relations staff can focus on facilitating the event. All hearings are staffed with interpreters while public meetings are staffed depending on the anticipated number of persons reached and upon request. Valley Metro provides headsets to those wishing to hear the presentation in the translated language. Recent public meetings for the South Central Light Rail Extension have taken place in communities where the predominant language is Spanish. To accommodate Spanish speakers, Valley Metro held some events fully in Spanish, with an English translator. Those wishing to listen to the presentation in English used headphones and printed materials in English.

Valley Metro's current contract for interpreters at public meetings costs approximately \$200 per meeting. Annually, \$2,000 to \$3,000 is spent to provide interpreters for staff meetings and public hearings. In addition, \$400 to \$800 is spent annually for sign language interpreters at meetings (as requested) and public hearings. Costs for translating and producing materials such as meeting notices, display boards, news releases, and project update sheets are also budgeted annually— approximately \$30,000 to \$35,000. In total, approximately \$33,000 to \$39,000 is contracted out directly in support of language assistance services for interpreters, translation, and materials dependent on the projects and programs implemented each year.

Additional costs include other staff time used on an ad hoc or regular basis to provide translation or interpretive services. More than 30 percent of public relations and Customer Service Representatives are bilingual, assisting both Spanish- and English-speaking customers. Being bilingual is a preferred qualification when hiring customer service staff, although not required. Bilingual employees also may assist on an informal, ad hoc basis to communicate with LEP individuals in other departments.

5.2 Cost-effective Practices

Valley Metro will continue to evaluate ways to improve the cost-effectiveness and the quality of its language services. Additional strategies for saving costs or improving quality may include developing internal and external language services, with the opportunity to coordinate across multiple agencies in the region. Current measures to ensure services are cost effective include:

- Bilingual staff trained to act as interpreters and translators
- Shared customer service center and other information for combined translation and interpretation resources
- Some standardized common documents with transit and other public agencies
- Using the free Google Translate service on the Valley Metro website
- Translated vital documents currently posted on *valleymetro.org*

Strategies for consolidating the regional language assistance measures to achieve efficiencies may include:

- Creating an LEP information center for Valley Metro employees
- Surveying Valley Metro staff to determine any additional existing multilingual resources
- Conducting outreach to various community organizations to secure volunteers for translation and interpretation services that are currently contracted or completed inhouse
- Consolidating contract services for oral and written translation to secure the most costeffective rates

Valley Metro continues to use qualified translators and interpreters to uphold the quality of language assistance measures. Valley Metro strives to provide basic informational training for volunteer staff on its language assistance measures.

5.3 Additional Services and Budget Analysis

Valley Metro is committed to reducing the barriers encountered by LEP persons in accessing its services to the extent funding is available. While Valley Metro currently does break down contracted cost expenditures related to providing language assistance, expenditures of efforts for translation and interpretation completed in-house are less well documented. As part of the Language Assistance Plan, Valley Metro will better monitor efforts in the future. Valley Metro will further evaluate how to consolidate its language assistance measures to deliver the most cost-effective services.

The information received from community organizations provided some insight on additional services that may ease access for LEP persons to regional transit services. Services requested were centered on service expansions that included increased frequencies and later services at night. However, these would be improvements for consideration and prioritization of the system rather than specific services for LEP persons. Therefore, they were excluded here and assigned to the general public process for service requests.

Other requests included using more symbols to depict messaging and system routes. Audio messaging using VMS that could potentially show messaging in another language as well. The light rail system VMS currently shows messages in English and Spanish. Bus messaging is typically location data and in close

proximity, depending on stop locations. Some audio messages on buses are announced in Spanish. The feasibility and helpfulness of VMS translation should be evaluated.

As applicable and through the annual budget process, additional services requested or identified may be considered for implementation. In 2015, Valley Metro shifted to a zero-based budget that is approved by two boards of directors: Valley Metro Rail Board and the Valley Metro RPTA Board. The budgets are developed and approved annually as appropriate to the unique needs and demands of each agency at that point in time.

5.4 Projected Costs

Requests for added services include expanded symbols to understand how to use transit services, on-board messaging and system map information. With a commitment to providing reasonable language assistance measures, Valley Metro will assess current symbols used on vehicles, at station locations and elsewhere to determine the sort of improvements that could be made so that the system is more easily understood visually. With expanded use of symbols, it is expected that the need for enhancing the on-board messaging and system map information may be reduced. Furthermore, these could be incorporated into the regular updates of this information and signage. Biannually, in coordination with the service changes, updated system maps are produced.

Other improvements would be considered after analyzing the staff costs, third-party contract costs, and costs related to volunteer or community organization coordination. These would be evaluated in comparison with anticipated benefits to the LEP population. Other considerations may include operational issues and implementation time.

6.0 LANGUAGE ASSISTANCE MEASURES

Valley Metro is committed to full compliance with Title VI and Executive Order 13166 to provide meaningful access and reduce barriers to services and benefits for persons with limited English proficiency.

6.1 Current Language Assistance Measures

Spanish Language Assistance

As discussed earlier, Valley Metro currently provides both oral and written language assistance in Spanish. Oral language assistance includes bilingual customer service representatives, speaking Spanish. Additionally, Spanish interpreters are available at public meetings. On vehicles and at stations, VMS announcements are provided in Spanish.

Written Spanish language assistance includes signs, press releases, list serve messages, service change materials, Title VI complaint forms, policies and procedures. Additional translation of some vital documents is provided, such as schedules, maps, ride and destination guides, Route Scouts and more. Meeting notices and public input surveys at public meetings are translated.

Notices to the public of language assistance measures are typically provided side-by-side with an English version of the document. For example, Ride Guide documents are provided in both English and

Spanish and are available together wherever disseminated. Where available, documents are printed on both sides with an English version and a

Spanish version on each side of the paper. When calling into the customer service line, the interactive voice response system will automatically ask if Spanish is the preferred language prior to being connected with a representative.

Languages other than Spanish

Valley Metro provides oral and written translations into other languages when applicable. For written translations the Valley Metro website is equipped with the Google Translate feature, which allows translation into 52 languages (www.translate.google.com). For oral translations, the agency uses an existing contract that can provide translations into all languages identified in the Language Assistance Plan, as well as American Sign Language. Translators under this contract are used for public meetings, canvassing and other community outreach as needed. Valley Metro also provides sign language interpreters for public meetings when requested, and provides Braille translations on fare vending machines and for printed documents upon request.

6.2 Staff Training

Specific policies and procedures for interacting with LEP persons are not formally adopted on a standalone basis. These policies and procedures are, in essence, for all customers and have been embedded into multiple documents (including the Title VI Plan, trainings, instructions, etc.).

Using the Customer Service Center as an example, Spanish calls are assigned directly to a Spanish-speaking representative through the phone system. In the customer assistance system a note is made that the customer speaks Spanish so that if customer service cannot respond to the query immediately, any future response is assigned to a bilingual representative. This training is integrated into general customer assistance staff training to ensure cost effective practices and efficient use of training resources. Title VI of the Civil Rights Act of 1964 is distributed to new customer service employees and where applicable, employees are expected to know how to file discrimination claims based on race, color, or national origin. Additionally, there are related trainings available including quarterly Civil Rights Workshops, training sessions for conducting complaint investigations according to federal guidelines and streamlining the complaint investigative process.

Training for employees who regularly encounter the public may also include:

- Type of language services available
- How staff and/or LEP customers can obtain these services
- How to respond to LEP callers
- How to respond to correspondence from LEP customers
- How to respond to LEP customers in person
- How to document LEP needs

Valley Metro continues to consider opportunities to provide quality services for LEP persons throughout the service area.

6.3 Future Language Assistance Services

With the development of subsequent Language Assistance Plans, the monitoring, evaluation and update process would identify additional services to be considered for feasibility of implementation. Valley Metro strives to serve LEP populations adequately with an equal opportunity to use transportation options available. Section 7 provides more information about the plan's monitoring and update process.

7.0 MONITORING AND UPDATING THE LANGUAGE ASSISTANCE PLAN

Triennially, Valley Metro will review, monitor and update the language assistance plan. Feedback from agency staff and community members will be accepted throughout the year at the email address: TitleVICoordinator@ValleyMetro.org. Additional community feedback may be elicited during the update process. Internal monitoring will be conducted using the template provided from the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Using this checklist, stations, vehicles, customer service, community outreach, and public relations are periodically monitored.

Using this information, changes may be made to the language assistance plan recognizing any cost implications and resources available. Depending on cost and resource evaluation, language assistance measures may be expanded, modified or eliminated based on their effectiveness.

As the transit service area is modified through service changes, the demographics served will be reviewed to ensure that those areas with high concentrations of LEP persons are reflected accurately in an effort to provide language assistance measures to areas with expanded transit services.

Throughout the monitoring period, Valley Metro will continue to follow the recommendations and use the resources provided by Executive Order 13166, FTA Circular 4702.1B, the USDOT's "Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (DOT 2005), and the FTA handbook "Implementing the Department of Transportation's Policy Guidance Concerning

Recipients' Responsibilities to Limited English Proficient (LEP) Persons" (FTA 2007). Valley Metro will be better able to apply the DOT LEP guidance's four-factor framework and will continue to determine an appropriate mix of language assistance in the preparation of language assistance implementation plans.

APPENDIX A – TRANSIT EMPLOYEE INSTRUMENT

Language Assistance Program Survey 2021

Name: _____

1. Have you had any requests for information or materials in other languages in the past two years?
 - a. Yes
 - b. No

If yes, please complete the remainder of the survey.

If no, thank you for your participation.

2. Which language(s) have been requested?

3. How often do you receive requests?

- a. More than once a week
- b. Once a week
- c. More than once a month
- d. Once a month
- e. Once every three months
- f. Once every six months
- g. Once a year
- h. Other: _____

4. Do you have the resources needed to help customers with language requests?

- a. Yes
- b. Sometimes
- c. No

APPENDIX B – WEBSITE SESSIONS BY LANGUAGE

Language	Number of Sessions	Percent of Total Sessions
Afrikaans	35	0.00
Arabic	557	0.01
Bulgarian	33	0.00
Chinese	6,506	0.11
Croatian	63	0.00
Czech	220	0.00
Danish	17	0.00
Dutch	497	0.01
English	5,659,734	98.56
Farsi	29	0.00
Filipino	25	0.00
Finnish	200	0.00
French	3,293	0.06
German	3,167	0.06
Greek	90	0.00
Hebrew	77	0.00
Hindi	27	0.00
Hungarian	65	0.00
Indonesian	122	0.00
Italian	631	0.01
Japanese	4,837	0.08
Korean	1,750	0.03
Latin	119	0.00
Norwegian	198	0.00
Polish	243	0.00
Portuguese	1,297	0.02
Romanian	79	0.00
Russian	898	0.02
Samoan	38	0.00
Serbian	18	0.00
Slovak	58	0.00
Slovenian	114	0.00
Spanish	55,257	0.96
Swedish	288	0.01
Telugu	83	0.00
Thai	24	0.00
Tonga	22	0.00
Turkish	1,028	0.02
Ukrainian	30	0.00
Unknown	175	0.00
Vietnamese	580	0.01
Total	5,742,597	100

APPENDIX C – LEP COMMUNITY OUTREACH SURVEYS CONSOLIDATED

Ability 360

2/11/2021

1. What geographic area does your agency serve?

The Phoenix Metro area, although we have people that come as far as Payson. We cover near and far.

2. What kind of services does your organization provide?

Sports, fitness and health-related activity for total inclusion in the community. The main facility does handle home-health, and community integration services.

3. How many people does your agency provide services to?

2,300-2800 was the last member count. The numbers have decreased due to the pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased over the last five years.

5. What are the countries of origin from which your population has immigrated?

Iran, Iraq, Puerto Rico, Mexico, people from all around the world that are here using the gym on a regular basis.

6. Does your population come from an urban or rural background?

I don't know.

7. What are the languages spoken by the population you serve?

English
Spanish
Arabic

8. What is the age of your population?

No idea. Due to coronavirus, a lot of things have changed. We serve more adults right now than children. In normal times, we cover the entire continuum.

9. What is the education and literacy level of the population you serve?

Here to there. The fact that our population has disabilities, it's difficult to say. I myself don't have that knowledge and it's not something we normally ask.

10. What needs or expectations for public transportation services has this population expressed?

We are so thankful for the stop at the top of the hill. That's made a huge difference in our client's lives. Just the other day, there was a man who took two buses and the light rail to get here. It's been his lifeline.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

I don't know.

12. What are the most frequently traveled destinations?

Everywhere. They jump on the light rail. Most of our population do not drive.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

I don't know.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

I don't know.

15. What is the best way to obtain input from the population?

Survey. Either paper or electronic. All our registrations are done by app and website.

16. Who would the population trust most in delivering language appropriate messages?

I don't know.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

I don't know.

Creighton School District

1/27/2021

1. What geographic area does your agency serve?

Creighton School District serves the following geographical area: 16th ST – 32nd ST from N Van Buren to Indian School and from 32nd ST - 40th ST from N Van Buren to Lincoln Drive.

2. What kind of services does your organization provide?

In addition to educational services, we offer transportation services to McKinney-Vento eligible families, which are families experiencing homelessness. Our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney-Vento grant.

3. How many people does your agency provide services to?

As of January 25th, 2021, our school district serves 167 families in our transportation program. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

For the past five years we have experienced a decline in our homeless population. However, the number of families requesting transportation assistance is increasing due to the COVID pandemic.

5. What are the countries of origin from which your population has immigrated?

Creighton School District serves families who have immigrated from mostly México, South America, and Africa.

6. Does your population come from an urban or rural background?

Most of our families come from urban areas, but we do have a small percentage of families who come from rural areas.

7. What are the languages spoken by the population you serve?

Our district serves families that speak over 26 languages, however Spanish is the most common language in our community.

8. What is the age of your population?

Our district serves students between ages 3 to 14 years old (Preschool to 8th grade).

9. What is the education and literacy level of the population you serve?

We serve low-income families and commonly their level of literacy varies from each household from Middle School to some High School education. A small percentage of our families have completed graduate and undergraduate education.

10. What needs or expectations for public transportation services has this population expressed?

Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Yes, since we serve low income families, we do receive many transportation requests. However, our district is able to provide transportation assistance to families experiencing homelessness thanks to our McKinney Vento grant.

12. What are the most frequently traveled destinations?

Most of our families request transportation services for school, doctor appointments, counseling, or other social services.

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

Not at this time.

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Yes.

15. What is the best way to obtain input from the population?

Our community respond well to in person meetings, phone calls, email or texts.

16. Who would the population trust most in delivering language appropriate messages?

Our community trusts school officials or people who speak their native language.

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

Yes we used some, but we would like to have more information about the tools and resources you have available for community members.

International Rescue Committee

1/14/2021

1. What geographic area does your agency serve?

West Phoenix, I-17 corridor, Glendale, various others

2. What kind of services does your organization provide?

Refugee Resettlement: Employment, financial coaching and credit building, English language classes, case management, school support, clinical therapy, immigration services

3. How many people does your agency provide services to?

1,200+

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Decreased (COVID-19, public policy)

5. What are the countries of origin from which your population has immigrated?

Democratic Republic of the Congo, Myanmar, Afghanistan, Eritrea, Guatemala, Iraq, and more

6. Does your population come from an urban or rural background?

Predominately rural

7. What are the languages spoken by the population you serve?

Swahili, Kinyarwanda, Arabic, Dari, Burmese, Afar, Tigrinya, French, Rohingya, Spanish, and many smaller tribal languages: Kinyabwisha, Chin, Kibembe, Lingala, etc.

8. What is the age of your population?

0-99

9. What is the education and literacy level of the population you serve?

Varies; predominantly below secondary school

10. What needs or expectations for public transportation services has this population expressed?

Wait times between buses, especially during hot summer months; reliability/timeliness

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Refugees are dependent on public transportation

12. What are the most frequently traveled destinations?

Apartment complexes, schools, grocery stores, DES at 43rd/Olive, warehousing/manufacturing between Van Buren and Buckeye, between 35th and 91st Ave

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

Employment around Buckeye and 83rd Ave

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

No

15. What is the best way to obtain input from the population?

Engage with Ethnic Community Based Organizations, who can support listening sessions

16. Who would the population trust most in delivering language appropriate messages?

Ethnic Community Based Organizations, International Rescue Committee and other resettlement agencies

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

The agency passes out transit books and conducts internal transit training. Unaware of other opportunities and resources.

Literacy Volunteers of Maricopa County

1/14/2021

1. What geographic area does your agency serve?
City of Phoenix, 3 locations; and virtually.
2. What kind of services does your organization provide?
Free adult education services, two programs:
-Adult Basic/Secondary Education, and GED preparation to attain High School Equivalency Diploma.
-English Language Acquisition for Adults (formerly referred to as English as a Second Language ESL).
3. How many people does your agency provide services to?
Approximately 700.
4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?
Slight decrease
5. What are the countries of origin from which your population has immigrated?
All over the world; most recently African countries and Middle Eastern countries.
6. Does your population come from an urban or rural background?
City of Phoenix: urban

7. What are the languages spoken by the population you serve?
Many different languages; all instruction delivered only in English language.
8. What is the age of your population?
16-99; median about 40-50.
9. What is the education and literacy level of the population you serve? Lower levels of literacy, compared to 4th grade level or lower.
10. What needs or expectations for public transportation services has this population expressed? Not aware of any.
11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?
Unknown
12. What are the most frequently traveled destinations? Unknown
13. Are there locations that the population has expressed difficulty accessing via the public transportation system?
Unknown
14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?
Unknown
15. What is the best way to obtain input from the population? Survey
16. Who would the population trust most in delivering language appropriate messages? Their own community leaders
17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?
No. Unaware of services.

Isaac Elementary School District

2/24/2021

1. What geographic area does your agency serve?

Isaac Elementary School District is located in West Phoenix

2. What kind of services does your organization provide?

Education

3. How many people does your agency provide services to?

3000 students

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased

5. What are the countries of origin from which your population has immigrated?

Many countries including but not limited to: Mexico, India, Tanzania, Democratic Republic of Congo, Uganda, Pakistan, Nigeria, Kenya

6. Does your population come from an urban or rural background?

Both

7. What are the languages spoken by the population you serve?

1) Spanish (97% of English Learners), 2) Swahili (1%) 3) Kirundi (1%) 4) Other (1%)

8. What is the age of your population?

Youth 5-11 years old

9. What is the education and literacy level of the population you serve?

Elementary school

10. What needs or expectations for public transportation services has this population expressed?

Students and families use public transportation

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

Somewhat

12. What are the most frequently traveled destinations?

Travel has decreased during COVID-19

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

No

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Unsure

15. What is the best way to obtain input from the population?

Unsure

16. Who would the population trust most in delivering language appropriate messages?

People that speak their language

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

We have done this in the past but it has been a while

Turn a New Leaf

1/14/2021

1. What geographic area does your agency serve?

Maricopa County

2. What kind of services does your organization provide?

Housing, Shelter, Behavioral Health Services, Children Services

3. How many people does your agency provide services to?

Last year over 30,000

4. Has the size of the population you serve increased, stayed the same, or decreased over the past five years?

Increased

5. What are the countries of origin from which your population has immigrated?

Mexico

6. Does your population come from an urban or rural background?

Urban

7. What are the languages spoken by the population you serve?

Mostly English and Spanish

8. What is the age of your population?

We serve all age groups from infants in our childcare centers to those over 62 in our shelter and housing programs

9. What is the education and literacy level of the population you serve?

A majority of our participants have a GED

10. What needs or expectations for public transportation services has this population expressed?

Some of our clients have expressed more routes that run earlier and later than current hours and more opportunities for discounted fares

11. Has the population inquired about how to access public transportation or expressed a need for public transportation service?

A majority of those we serve to rely on public transportation and some that are new to the area due struggle to operate the bus system

12. What are the most frequently traveled destinations?

Mostly throughout mesa and phoenix

13. Are there locations that the population has expressed difficulty accessing via the public transportation system?

East Mesa (towards apache junction) and the far west valley

14. Do the transit needs and travel patterns of the population vary depending on the age or gender of the population members?

Not anything noticeable

15. What is the best way to obtain input from the population?

Simple surveys by email or paper surveys offered at the programs

16. Who would the population trust most in delivering language appropriate messages?

The case managers or support staff working with them in the individual programs

17. Does your agency take advantage of Valley Metro resources such as transit education or ridesharing tools? Why or why not?

I can say for the program I oversee, (shelter and housing) I was not aware of these tools and I would interested in receiving information. malberti@turnanewleaf.org

Non-elected Committees Membership Table

A sub recipient who selects the membership of transit-related, non-elected planning boards, advisory councils, or committees must provide a table depicting the membership of those organizations broken down by race. Subrecipients also must include a description of the efforts made to encourage participation of minorities on these boards, councils, and committees.

Table Depicting Membership of Committees, Councils, Broken Down by Race

Body	Caucasian	Latino	African American	Asian American	Native American
Population	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
TYPE THE NAME OF THE COMMITTEE HERE	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%	TYPE % HERE%
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X The City of Goodyear does NOT select the membership of any transit-related committees, planning boards, or advisory councils.

Title VI Equity Analysis

A sub recipient planning to acquire land to construct certain types of facilities must not discriminate on the basis of race, color, or national origin, against persons who may, as a result of the construction, be displaced from their homes or businesses. "Facilities" in this context does not include transit stations or bus shelters, but instead refers to storage facilities, maintenance facilities, and operation centers.

There are many steps involved in the planning process prior to the actual construction of a facility. It is during these planning phases that attention needs to be paid to equity and non-discrimination through equity analysis. The Title VI Equity Analysis must be done before the selection of the preferred site.

Note: Even if facility construction is financed with non-FTA funds, if the sub recipient organization receives any FTA dollars, it must comply with this requirement.

The City of Goodyear has no current or anticipated plans to develop new transit facilities covered by these requirements. No facilities covered by these requirements were developed since December 2010.

Regional System-Wide Standards and Policies

The City of Goodyear follows a multiple phase Transit Standards and Performance Measures (TSPM) guided by Valley Metro. These standards fall in line with federal and state requirements.

The TSPM helps manage our regionally funded transit services and investments like bus stops, park-and-ride facilities and future light rail destinations. The following three phase approach is posted on Valley Metro's Website.

Phase I

The first phase in the plan establishes service provision goals to guide the development of Valley Metro's TSPM. This phase established standardized transit service types, operating characterized for each service type and bus stop spacing standards.

Phase II

The second phase focuses on the development of transit service performance measures, transit service thresholds, application principles and implementation standards for new service.

Phase III

The third phase establishes standard and performance measures for regionally funded transit vehicles such as buses and light rail vehicles and transit facilities including bus stops and park and-ride facilities.

As of May 2022, the City of Goodyear has all of their service provided by Valley Metro and will follow their Regional System Wide Standards and Policies. Please see **Attachment A** for a copy of their policy.

The only part of their policy that will not apply is the Distribution of Transit Amenities. The City of Goodyear will use the following policy:

Transit Amenities refer to fixed items of comfort and convenience available to the general riding public such as shelter placement, signage, benches and trash can placement. Generally, individual municipalities are responsible for the provision, monitoring and maintenance of shelters, bus stop signs, benches and other amenities. The following sections briefly summarize the City's policies or standards that govern the deployment of amenities on the City's transit

system. Goodyear policy is to review and ensure amenities are placed within the City without regard to race, color, national origin, or income considerations.

Shelter Placement – the City of Goodyear continues to use ridership as the primary criterion for determining shelter placement. A variety of bus shelter shapes and sizes are available to address site restrictions, opportunities, and ridership needs.

The following criteria should be used as a guide in the placement of customer shelters:

- Shelters should be placed at all established park and ride lots.
- A shelter should “aesthetically fit” its surroundings where economically feasible
- Shelters can be standardized to some degree for possible cost effectiveness via quantity purchase prices, for maintenance purposes or to maintain aesthetic continuity
- Shelters should be installed at major transfer points between routes
- Shelters should include amenities such as display space for route maps and schedules, benches, trash cans and lighting.

Signage – All bus stops shall feature signs mounted in a uniform manner to identify the area as a stop and provide readable and accurate information.

Benches – Ridership figures are used to determine seating requirements while the built environment often dictates seating options.

Trash Can Placement – Trash cans are only placed at sheltered bus stops with high ridership and must not infringe upon the ADA pad or pedestrian pathway.

For additional information about regional system-wide standards and policies, please see Attachment A, Valley Metro Regional System Wide Standards & Policies

Service and Fare Policy Changes

For all Service and Fare changes, the city of Goodyear follows Valley Metro’s regional process. There have been no Service or Fare changes in Goodyear since the last Title VI update.

Monitoring for Subrecipient Title VI Compliance

The City of Goodyear does NOT currently have subrecipients and therefore does NOT monitor subrecipients for Title VI compliance. In the event subrecipients come under the control of the City of Goodyear, the City will adopt and implement a policy and procedure which ensures that all subrecipients comply with their obligations under Title "VI and any other applicable federal and state laws, regulations, and rules.

Board Approval for the Title VI Program

ATTACH A COPY OF THE BOARD MEETING MINUTES HERE

Attachment A

Valley Metro Regional System Wide Standards & Policies

TRANSIT STANDARDS AND PERFORMANCE MEASURES

Procedures Guide



SEPTEMBER 2019



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Introduction

Valley Metro’s Transit Standards and Performance Measures (TSPM) process was initiated for multiple purposes, including the necessity of developing a performance-based public transportation system consistent with federal and state (including Transit Life Cycle Program) requirements. Transit standards and performance measures are intended to assess the effectiveness of transit operations in achieving the adopted service provision goals and help identify whether performance improvement actions taken to enhance performance and productivity are effective. The Fixing America’s Surface Transportation (FAST) Act furthered several important transportation goals, including safety, state of good repair, performance and program efficiency. The act established performance-based planning requirements that align federal funding with key goals and tracks progress towards those goals.

In coordination with representatives from member agencies, Valley Metro initiated a process to establish agency transit service and capital standards and performance measures. The initial scope of Valley Metro’s TSPM effort required the completion of the process through multiple phases. The initial phase, adopted by the Valley Metro Regional Public Transportation Authority (RPTA) Board of Directors and Valley Metro Rail (VMR) Board of Directors in November 2013, considered elements critical to the establishment of transit service standards including the identification of service provision goals, defining service types (including minimum operating standards for each), preliminary performance measures and the process for evaluating and recommending service changes. The second phase, adopted by the RPTA and VMR Boards of Directors in December 2014, focused on the development of transit service performance measures, transit service thresholds, application principles and implementation standards for new service. The third phase, adopted by the RPTA and VMR Boards of Directors in June 2016, focused on defining the process for the development of performance thresholds, the establishment of service design standards, and the development of a regional fleet prioritization process for existing and expansion fleet needs. The Final Reports for each phase are provided in the Appendices A-C of this document. Adoption of TSPM included the stipulation that TSPM would be reviewed every two years and updated regularly as appropriate to ensure they are consistent with Valley Metro’s evolving goals.

This document serves as the first comprehensive update to the adopted TSPM policies and defined procedures associated with the administration of evaluating the performance of the region’s transit services and capital assets. Rather than independent TSPM sections, this update consolidates all previous TSPM phases into the TSPM Procedures Guide and incorporates the updates undertaken through collaborative discussions with member agencies/regional partners in the Transit Standards and Performance Measures Working Group (TSPMG) and Service Planning Working Group (SPWG) from August 2018 to May 2019.

The TSPM Procedures Guide is considered to be a “living” document and is intended to refine existing standards and establish any new elements (such as emerging technologies and service models) as necessary to advance the goals and objectives of the Valley Metro Regional TSPM program. As a result of the review process, there were several additions, deletions, and modifications to various TSPM elements. The document is organized into the following seven distinct sections:

- 100 – TSPM Program Overview
- 200 – Transit Service Standards
- 300 – Transit Service Performance Measures and Evaluation Process
- 400 – Bus Stop Optimization Process
- 500 – Regional Fleet Prioritization Process
- 600 – Transit Center and Park-and-Ride Classification
- 700 – Mobility Enhancement Uses

100 – TSPM Program Overview

Regional transit standards and performance measures were established to assist Valley Metro and member agencies in developing and maintaining a performance-based approach to managing the region’s transit investments. This section of the TSPM Procedures Guide documents the four elements that comprise the foundation of the TSPM program. These elements include:

- 110 – Valley Metro Transit System Goals and Objectives
- 120 – Applicability of TSPM
- 130 – TSPM Process Overview
- 140 – TSPM Update Process

110 – Valley Metro Transit System Goals and Objectives

Transit system goals were developed by Valley Metro and member agencies to establish a common framework for developing transit standards and performance measures; a total of five transit service provision goals were adopted by the RPTA and VMR Boards. The adopted transit service provision goals and objectives are provided in **Table 1**.

Table 1: Adopted Transit Service Provision Goals and Objectives

Adopted Goals	Adopted Objectives
Implement services in the Regional Transportation Plan (RTP) in consideration of a performance-based system.	▪ Meet or exceed ridership levels as determined by ridership thresholds established by applicable service mode ▪ Meet or exceed farebox recovery levels as determined by Valley Metro’s adopted target for farebox recovery by applicable service mode
Adopted Goals	Adopted Objectives

Give high priority to services that focus on the transit-dependent population.	▪ Serve low-income, zero-auto households, elderly, youth, and persons with mobility disabilities (as determined by the established thresholds for service area measures)
As a secondary priority, provide transit service that is desirable as an alternate mode to automobile travel.	▪ Provide transit services that offer reliable travel times and transfer connections (Definition: Reliability is determined by the current established threshold for on-time performance) ▪ Provide transit service options that offer travel times (bus stop to destination) competitive with single occupied vehicle travel ▪ Provide secure transit services (Definition: Security is determined by the current established threshold for the number of public safety incidents per 100,000 miles of revenue service) ▪ Provide comfortable passenger trips through adequate seating availability (Definition: Comfort is determined by the current established threshold for peak load factor)
Improve Valley Metro's overall performance and promote the long-term financial stability of the agency.	▪ Meet or exceed ridership levels as determined by ridership thresholds established by applicable service mode ▪ Meet or exceed Valley Metro's adopted target for farebox recovery
Promote expansion that builds existing services to meet standards and focuses new services in key areas (higher population density, limited auto availability, low income, major activity centers).	▪ Meet regional transit service standards as adopted by Valley Metro Boards ▪ Serve low-income or zero-auto households ▪ Provide regional connectivity ▪ Serve population and employment areas (transit service demand)

120 – Applicability of TSPM

The applicability of the TSPM to transit investments in the region is defined as follows:

120.1 Services Subject to TSPM

All transit services that are or will be funded (all or in part) by Arizona Legislature-approved Valley Metro regional transit funding sources (currently the Public Transportation Fund and Arizona Lottery Fund) are subject to the board-adopted regional TSPM. Local jurisdictions that fully fund and operate transit services are encouraged to adopt the regional TSPM for locally funded transit investments.

120.2 Relationship to Transit Life Cycle Program

The application of the regional TSPM will be consistent with, and adhere to, the Valley Metro Board-adopted Transit Life Cycle Program (TLCP) policies. Should a discrepancy arise between the application of the regional TSPM and the TLCP policies, the TLCP policies⁵ shall take precedent.

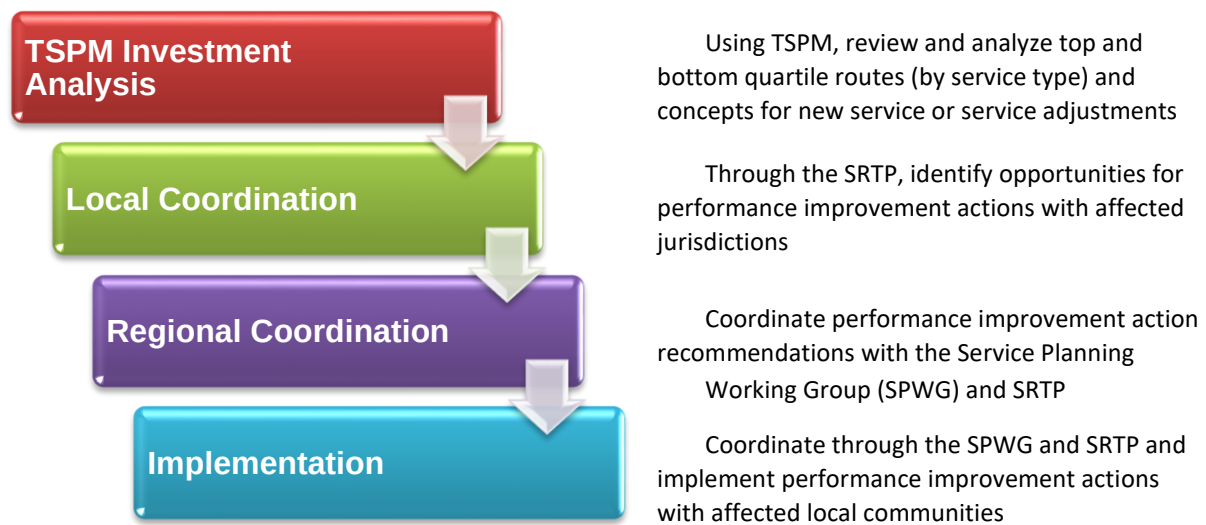
130 – TSPM Process Overview

⁵ Valley Metro's TLCP policies can be found on their website at <https://www.valleymetro.org/transit-lifecycle-program>

Valley Metro will conduct an annual transit performance evaluation consistent with the procedures established within this guide and in coordination with other adopted processes such as TLCP updates, Short-Range Transit Program (S RTP), and individual evaluations requested by member agencies.

The annual transit performance evaluation process includes an assessment of all existing transit services in the region (locally funded and regionally funded) by service and facility type. Four primary steps are included in the performance evaluation process: TSPM investment analysis, local coordination, regional coordination, and implementation. **Figure 1** provides an overview of the process.

Figure 1: TSPM Process Overview



140 – TSPM Update Process

Regional transit standards and performance measures, including the procedures documented in the guide, will be updated regularly as appropriate to ensure that the adopted transit standards, performance measures, and associated processes are consistent with Valley Metro’s evolving goals and objectives. The Valley Metro regional transit standards and performance measures will be reviewed approximately every two years and updated as required.

Table 2 provides a high-level overview of the changes made to the TSPM in this 2019 update, with all changes elaborated on greater detail within in each subsection.

Table 2: Summary of TSPM Changes

Change	Section	Description
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Addition	Section 210 – Transit Service Types	Incorporated streetcar and bus rapid transit (BRT) as transit service types.
Addition	Section 220 – Transit Service Standards	Incorporated streetcar and BRT service standards.
Addition	Section 240.6 – Local Service Planning Support	Developed support request form to better document and assist member agencies with evaluating their services and improve the SRTP process.
Modification	Section 240.9 – Transit Propensity Tool	Modified the propensity tool methodology to include additional variables that make the model better reflect the region’s context.
Addition	Section 250.0 – Frequency Assessment Standards for Transit (FAST)	Developed a planning tool to evaluate the existing transit network for opportunities to increase frequency.
Addition	Section 310 – Transit Service Performance Measures and Planning Tools	Added eight new planning tools including boarding to peak fleet ratio, employed and student population, weekday average boardings, percent time point dwelling, average dwell per time point, peak speed, off-peak/peak speed ratio, and FAST
Deletion	Section 310 – Transit Service Performance Measures and Planning Tools	Removed boardings per revenue hour as a Transit Standard Performance Measure ⁶ .
Addition	Section 310 – Transit Service Performance Measures and Planning Tools	Adopted Frequent Service (Local and Express Services) and Late Night (Local Service) Maps to recognize routes that exceed performance standards.
Addition	Section 320.1 – Fixed Route Benchmarks	Adopted Transit Performance Report (TPR) benchmarks (boarding per year, revenue miles per year, boardings/revenue mile) to track overall system health as part of the TSPM process.
Addition	Section 400 – Bus Stop Optimization Process	Adopted a process for evaluating the existing transit network’s bus stop spacing for the possibility of stop consolidation or elimination.
Modification	Section 510 – SRTP Methodology	Adjusted the five-year program’s production years to be years 1-3 and development years to be years 4-5.
Addition	Section 600 – Transit Center and Park-and-Ride Classification	Adopted a classification matrix with general facility features to improve regional consistency and meet customer expectations.
Addition	Section 700 –Mobility Enhancement Uses	Incorporated a coordination effort to create a database of regional Mobility Enhancement Uses (MEUs) pilots.

⁶ See page 21 for explanation as to why this measure was eliminated.

200 – Transit Service Standards

Transit service standards include the definition of transit service types and the standard operating characteristics of each. This section provides a description of the adopted Valley Metro transit service types and their associated standards and is organized as follows:

- 210 – Transit Service Types
- 220 – Transit Service Standards
- 230 – Transit Service Design Standards
- 240 – Transit Service Standards Procedures

210 – Transit Service Types

Transit service types are used to define and classify the different modes of transit service operated in the region. By classifying transit services into different types, routes can be more equitably compared to one another within the same service type and performance expectations can be better managed. For example, a commuter express bus route that operates a limited number of peak-period one-way inbound and outbound trips would not be expected to perform similarly to a local bus route that operates in densely populated areas with moderate to high frequency service throughout the day. Transit service types also serve as a tool for understanding what type of service may be most appropriate for a specific area or location. Ten service types were established as part of the original TSPM efforts and include vanpool, demand response/flex route, rural connector, community circulator, local bus, key local bus, limited stop peak, limited stop all-day, commuter express, and light rail transit. As a result of the evolving regional transit system, two additional service types have been incorporated as part of this update: streetcar and bus rapid transit (BRT). With every update, new service types may be added to the TSPM. A description of each adopted service type is provided in **Table 3**.

Table 3: Transit Service Types

Service Type ⁷	Description
Vanpool	Serves groups of 6 to 15 persons that travel to a common destination. Provides a commuter express-type option for limited-demand worksites not necessarily located within major regional employment centers.
Demand Response/Flex Route	Serves low-density (four DU/Acre or lower) and low-demand areas not currently capable of sustaining fixed-route transit service or other available basic mobility options. Potentially more cost-effective than traditional fixed-route transit service based on total cost to operate and may be implemented to connect community members to essential local destinations including, but not limited to, grocery stores/pharmacies, medical facilities, education campuses, and work sites.

Service Type ³	Description
---------------------------	-------------

⁷ Fare structure varies between service types. Information on Valley Metro fares can be found at <https://www.valleymetro.org/fares>.

Rural Connector	Provides rural areas with connections to urban services. Service typically operates in “flex” mode to meet ADA requirements for curb to curb service within 0.75 miles of the route alignment. Passenger stops may be fixed by location or offered on a “flag” or “hail” basis.
Community Circulator	Generally operates in neighborhoods or activity centers (i.e. central business district, historic town center, etc.) providing connectivity to local area resources /amenities, providing area circulation, or connecting to fixed local route service. Routes are typically short in length and may offer circuitous routing to provide direct connections to local area destinations. Passenger stops may be fixed by location or offered on a “flag” or “hail” basis.
Local Bus	Traditional fixed-route transit bus service that generally operates on arterial roadways. Except where there is limited development, passenger stops are typically posted on frequent intervals to maximize passenger access. The Valley generally operates on a grid system (north-south/east-west routes) that facilitates transfers to reach destinations.
Key Local Bus	Similar to local bus service, but located in corridors that are expected to meet a higher level of performance based on proximity to transit dependent populations (low-income and low-auto ownership) and demonstrated performance. New local routes should be classified as a local bus, until performance at the Key Local Bus level is demonstrated. Please see an expanded description in the Key Local Bus Qualifications Section.
Limited Stop Peak	Limited stop peak service generally operates on arterial roadways during peak periods with a limited or infrequent number of passenger stops. The limited stop configuration provides for increased operating speeds. This service type can be operated as an overlay service within a corridor or roadway that is served by one or more other service types.
Limited Stop All-Day	Characterized by limited stop, high frequency, all-day service. Generally operates on arterial roadways with a limited or infrequent number of passenger stops. The limited stop configuration provides for increased operating speeds. This service can be operated as an overlay service within a corridor or roadway that is served by one or more other service types as demonstrated by service-demand studies.
Commuter Express	Transit service designed to serve commuter markets. Typically operates during peak periods with a limited number of inbound passenger stops (express), connecting residential areas or suburbs/cities with regional employment centers. This service uses park-and-ride facilities as primary inbound passenger access points and freeway high occupancy vehicle lanes (HOV) or other fixed/semiexclusive guideways where available.
Streetcar	Streetcar is an electric-powered rail technology that could operate in either shared or exclusive lanes. Streetcar vehicles are smaller and usually travel shorter distances than light rail vehicles. It serves high density urban areas, such as downtowns and major employment centers.
Bus Rapid Transit (BRT)	Rapid mode of transportation that can provide the quality of rail transit and the flexibility of buses. This often includes a high degree of performance (especially speed and reliability), ease of use, ITS elements, integrated system of facilities, enhanced equipment / services / operations / amenities, and careful attention to aesthetics and comprehensive planning.

Service Type ³	Description
Light Rail Transit	A high capacity rail transit technology operating on a fixed or semi-exclusive guideway. Generally serves moderate to high density urban/suburban areas providing connections to regional employment centers and other major activity centers.

220 – Transit Service Standards

Transit service standards represent the operating characteristics of a service including frequency, span of service, and days of operation and assist in the general design of services. They also provide for a more consistent and reliable regional transit system for passengers. Transit service standards, which have been adopted for each service type, are based on anticipated demand (ridership), markets served (e.g. all day travel market versus commuter market), and proven industry practices employed by peer regions. For example, routes identified as Key Local Bus routes have higher demand; therefore, they have a higher minimum recommended standard for frequency (every 15 minutes during peak and 30 minutes off-peak) compared to Local Bus routes (every 30 minutes all day) which have lower general demand. Service standards for each service type, as well as the two new service types, are provided in **Table 4**.

Table 4: Service Standards by Service Type

Service Type	Minimum Headway or Daily Trips ¹	Minimum Span Week / Sat / Sun	Minimum Operating Days
Dial-a-Ride (ADA)	NA	ADA service shall be available throughout the same hours and days as fixed route service	
Vanpool	NA	NA	NA
Demand Response/Flex Route	NA	NA	NA
Rural Connector	4 trips inbound / 4 trips outbound	NA	Mon – Fri
Community/Circulator	30 min	12 hrs / 0 hrs / 0 hrs	Mon – Fri
Local Bus	30 min ²	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Key Local Bus	15 min peak / 30 min base	16 hrs / 14 hrs / 12 hrs	Mon – Sun
Limited Stop Peak	4 trips AM / 4 trips PM	NA	Mon – Fri
Limited Stop All-Day	Headways same as LRT, up to 2X Peak	16 hrs / 14 hrs / 12 hrs (Same as LRT)	Mon – Fri
Commuter Express	4 trips AM / 4 trips PM	NA	Mon – Fri
Light Rail Transit	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Streetcar³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun
Bus Rapid Transit³	12 min all day / 20 min base	18 hrs / 14 hrs / 12 hrs	Mon – Sun

¹ Standards require service to be bi-directional unless otherwise noted

² 60 minute frequency during off-peak hours (before 6:00 AM and after 6:00 PM) ³ New Service Type

Passenger stops and stations are categorized as transit capital facilities and the spacing of each facility has a direct impact on transit service operations by affecting travel time and passenger access. Transit service types that provide localized operations typically have passenger stops more frequently spaced in contrast with limited stop services, where passenger stops are located at greater distances. Minimum passenger stop spacing, which is provided in **Table 5**, has been adopted for the applicable

transit service types. Passenger stop spacing standards represent minimum spacing distances; however, where development patterns are of higher or lower density than typical within the region, an exception to the adopted standard may be warranted (e.g. closer stops spacing in downtown areas).

Table 5: Minimum Passenger Stop Spacing

Service Type	Base*
Vanpool	NA
Demand Response/Flex Route	NA
Rural Connector	NA
Community/Circulator**	1/4 Mile
Local Bus	1/4 Mile
Key Local Bus	1/4 Mile
Limited Stop Peak	1 Mile
Limited Stop All-Day	1 Mile
Commuter Express	4 Maximum Inbound Stops
Light Rail Transit	1 Mile
Streetcar***	1/4 Mile
Bus Rapid Transit***	1/3 - 1 Mile

**There can be stops spaced up to 1/8 of a mile in High Density Areas*

***Some circulators have flag stops; therefore, spacing may vary *** New transit service type*

230 – Transit Service Design Standards

Service design standards provide a consistent structure for planning new services or modifying existing services. This section provides a description of the service design standards for route deviations, route duplication, and revenue-service end-of-line vehicle turnarounds.

230.1 Route Deviation Standards

A route deviation is defined as any departure from the primary corridor of a route's operation.

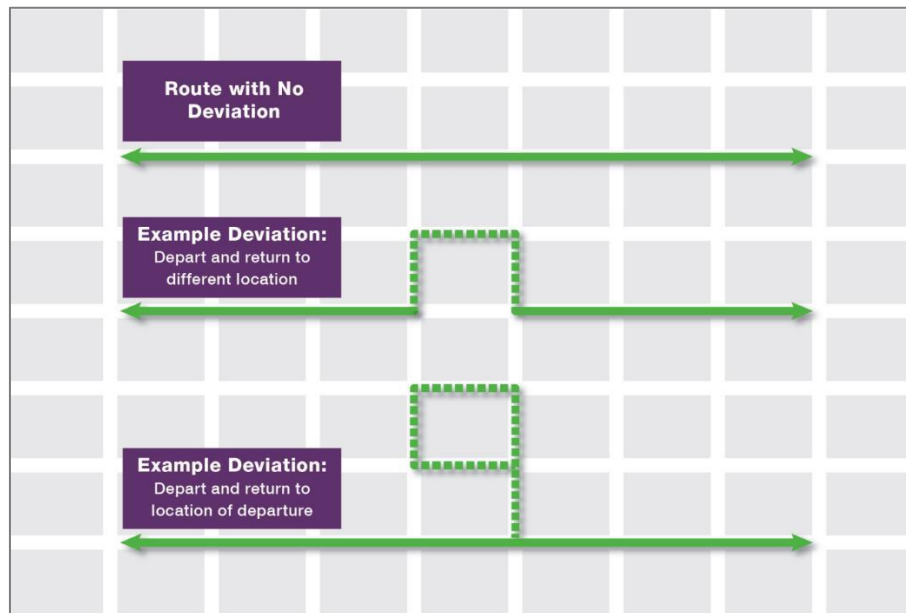
Route deviations typically occur between a route's termini using one of the following methods: 1.

Depart from and return to the primary corridor at the same location, or

2. Depart from and return to the primary corridor at a different location.

Figure 2 below depicts what is meant by route deviation.

Figure 2: Examples of Route Deviation



To maintain the integrity of the regional transit system's grid architecture and optimize route and system-level performance, new deviations on any existing regionally funded route or any new regionally funded route (local, key local, limited stop peak, and limited stop all-day) shall be avoided; however, a route deviation may be warranted if it is no greater than 1-mile or 5-minutes one-way (2mile or 10-minutes round trip), results in no more than a total of two deviations per route, does not require additional fleet (unless additional fleet has been prioritized for the service), and one or more of the following conditions are met:

- Connects to a light rail station
- Connects to a regional transit center
- Connects to an inter-modal transportation facility (i.e. passenger airport, greyhound terminal, etc.)
- Connects to another transit service at the route's end-of-line location
- Projected performance of deviation does not negatively impact the overall performance of the route under consideration

Other considerations for route deviations include:

- Determine if service delivery alternatives can effectively meet the purpose of the requested/desired fixed-route deviation. Examples include implementation of formal carpooling and/or vanpooling programs at employer sites or capital improvements such as pedestrian facility upgrades to better accommodate pedestrians between existing passenger stop locations and the targeted location for a potential fixed-route deviation.
- If a route is closer than one mile to a desired deviation, connecting the route with the shortest deviation required should be given consideration.
- Limit deviations by time of day or day of week to maximize transit efficiency and effectiveness.
- Avoid circulating through areas with potentially non-compatible land uses such as singlefamily residential areas that have homes facing the street. More compatible land uses include multi-family residential, government, commercial and industrial.

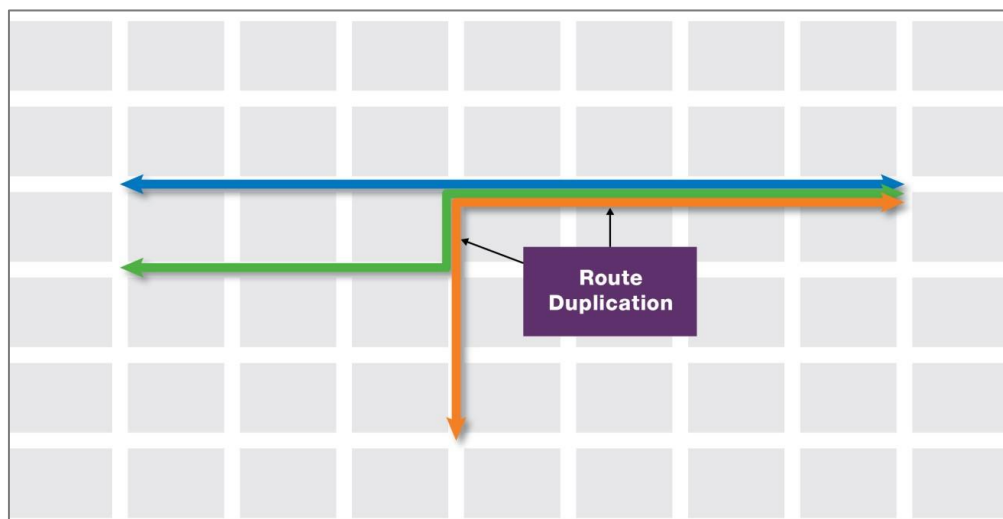
- Avoid circulating through or laying-over on private property unless other options are inefficient (excess circulation) or undesirable (incompatible land uses, inconvenient to rider). An agreement with the property owner and/or manager is required prior to the commencement of operations on private property.
- Operate on arterial and collector streets with sufficient lane width to accommodate a fullsize transit bus travelling in each direction at the posted speed.
- Left turns at unsignalized intersections should be avoided.

230.2 Route Duplication Standards

Route duplication is defined as the operation of two or more routes or services along the same street segment or on closely parallel streets (within one-quarter mile of each other) and is depicted in **Figure 3: Examples of Route Duplication**. Regionally funded transit services shall avoid route duplication; however, under the following conditions, route duplication may be warranted:

- Availability of a designated transit corridor (HOV lane, business access and transit (BAT) lanes, transit guideway, etc.);
- Access and egress to park-and-ride facilities, transit centers, rail stations, or inter-modal transportation facility;
- If duplicative routes provide enhanced frequency in a corridor or corridor segment where the performance of the individual routes can be maintained at a performing level;
- If duplicative routes have different stop spacing characteristics (for example, local bus and light rail operating within the same corridor provide access and egress at different intervals, which may be necessary to conveniently transport passengers to and from their desired origin/destination).

Figure 3: Examples of Route Duplication



230.3 Revenue Service End-of-Line Vehicle Turnarounds

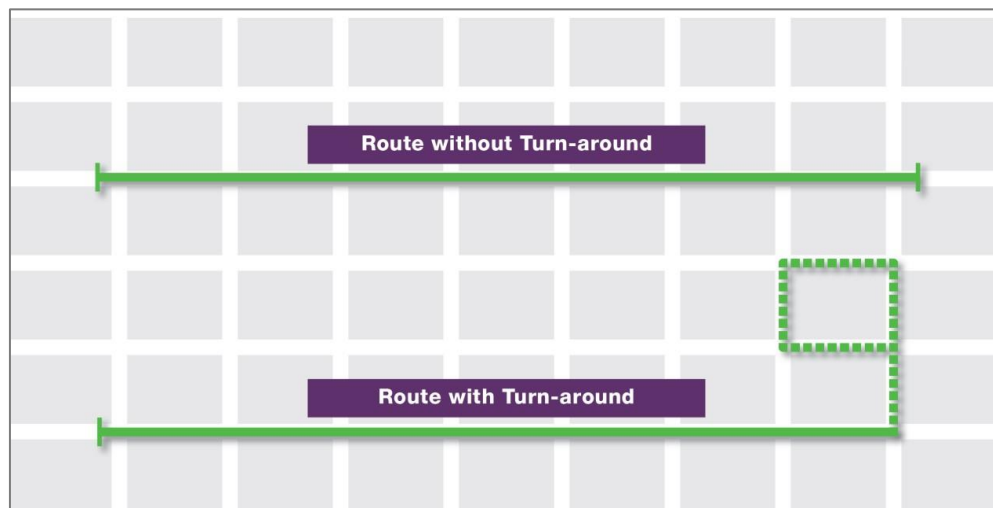
Revenue-service vehicle turnarounds should avoid excessive circulation to maintain the transit system's grid architecture and minimize operating costs. However, without a facility to accommodate turnarounds at a route's terminus, excessive circulation may be necessary to maneuver vehicles into the proper position/location for return trips.

To minimize potential impacts to surrounding land uses and maximize operations and cost efficiencies, the shortest path of travel for revenue-service end-of-line turnarounds is desired. The following considerations are applied for the design of revenue-service end-of-line vehicle turnarounds on new regionally funded transit services or existing regionally funded transit services where the end-of-line location is being modified:

- Is there a dedicated transit facility (e.g. park-and-ride or transit center) within one mile of the designated route terminus that can accommodate off-street transit vehicle circulation and has the capacity to stage the quantity of vehicles being planned for the new service or service modification? If yes, the route shall be extended to the transit facility.
- If no dedicated transit facility exists to accommodate the end-of-line layover, the following considerations should be utilized to define a route's revenue-service end-of-line turnaround(s).
 - Operate on arterial and collector streets with sufficient lane width to accommodate a full-size transit bus travelling in each direction at the posted speed;
 - Avoid circulating through areas with potentially non-compatible land uses such as single-family residential areas that have homes facing the street. More compatible land uses include multi-family residential, government, commercial, and industrial;
 - Avoid circulating through private property unless other options are inefficient (excess circulation) or undesirable (incompatible land uses). An agreement between Valley Metro and the property owner and/or manager, obtained in cooperation with requesting member agency, is required prior to the commencement of operations on private property;
 - Consider routing that provides opportunities to accommodate interlining between transit routes, where possible, to reduce non-revenue miles (and turnaround segments).

Figure 4 below depicts what is meant by end-of-line turnaround.

Figure 4: Example of End-of-Line Turnaround



Procedures defining transit service standards have been adopted by the Valley Metro Board as TSPM application principles (see **Appendix B**: TSPM Phase II Final Report). This section outlines the procedures for new transit services and how they are prioritized.

240.1 New Transit Service Definition

New transit services include routes not currently in operation or any material service change (defined in the adopted TLCP policies as a 25% or greater change in a route's service level). As concepts for new services are identified, the process for assessing performance potential shall be applied to determine the recommended transit service type for implementation.

240.2 Regionally Funded Transit Services

New services are expected to meet the Board-adopted transit service standards upon implementation; however, exceptions shall be considered for weekend service levels. A new service may have limited weekend demand; therefore, weekend service standards may be relaxed until there is reasonable and sufficient demand to support weekend service above the lower performance threshold.

240.3 Locally Funded Transit Services

Consistency with adopted transit service standards as defined in **Table 4** above is recommended for all locally funded transit services; however, this is at the discretion of the local funding agency.

240.4 Relationship to TLCP

The implementation of all new services shall be consistent with the adopted TLCP policies, including jurisdictional equity, and the TSPM procedures identified herein.

240.5 Planning Process

New transit services identified by Valley Metro member agencies and Valley Metro staff shall be considered in coordination with the regional transit service planning process, which includes the following:

- Annual transit service performance review initiated through the SPWG;
- Annual update of the Valley Metro Five-year Short Range Transit Program, Fleet Management Plan and TLCP.

240.6 Local Service Planning Support

Valley Metro will provide planning support for locally funded/operated services at the request of the local jurisdiction. Upon request from a member agency, Valley Metro will review selected routes and/or proposed service changes to ensure the service request(s) adhere to the member agency's goals and TSPM standards. This review process will take place during SRTP production years (i.e. years one through three of the five-year SRTP). To help document the process, a request form has been produced so member agencies can clearly denote which services and changes they would like support evaluating. The request form is provided in **Appendix D**: Local Service Planning Support Request Form.

Using TSPM planning tools, route performance and optimization analyses will be conducted for the review. The results of the service change(s) analysis will be presented to the member city in the form of a short summary report that includes:

1. Name of requesting agency
2. Service assessment request
3. Description of proposed services
4. Performance review (TSPM quartiles)
5. Applicable transit tool evaluation and route optimization (for alignment and segment)
6. Summary of observations and recommendations.

Similar to Transit Implementation Studies, member agencies can elect to advance or decline the assessment results/recommendations. Should the member agency elect to advance the service change(s), the SRTP list of recommendations will be updated.

240.7 Prioritization of New Transit Services

In the event that the number of requests for new service exceeds the amount of regional funding and/or capital support infrastructure (revenue vehicles) available, implementation of services shall be prioritized as follows:

1. First, consistent with adopted TLCP policies, determine if there is available jurisdictional equity within the communities to be served by the proposed new service. This information is available from and maintained by Valley Metro.
2. The second level of evaluation includes determining if the proposed new service is included in the RTP (consistent with adopted TLCP policies and TSPM Service Provision Goal #1).
3. The third level of evaluation includes an assessment of potential performance using the planning tools associated with TSPM Service Provision Goals #2 and #5. These tools include transit service connectivity, population density, employment density and activity centers served, zero-auto households, low-income population, elderly persons, youth (under the age of 16), and people with mobility disabilities. See **Table 9** for a complete list of planning tools. The performance potential assessment for each proposed service improvement will be conducted collaboratively with the affected local jurisdictions to be used as a decision-making aid.

240.8 Implementation Standards for New Transit Services

Implementation standards or thresholds are to be used to classify the service type of any proposed new transit service. Implementation standards use performance-based quantitative and qualitative measures to classify potential services planned or programmed to be implemented within five years. A brief description of the implementation standards for each service type is summarized in **Table 6**. A complete description of the implementation standards for new services is provided in **Appendix B: TSPM Phase II Final Report**.

Table 6: Implementation Standards (Thresholds) for New Transit Service

Service Type	Thresholds for New Services
Vanpool	▪ Serves groups of 6 to 15 persons with a common destination ▪ Provides a commuter express-type option for limited-demand worksites not necessarily located within one of the top 10 regional employment centers

Demand Response/Flex Route	- Serves low-density (4 DU/Acre or lower) areas without fixed-route transit service or other available transit service options - Can help build future demand for local transit market
Rural Connector	- Connect a rural community into the regional transit network - Based on market demand
Community Circulator	- Based on market demand - Routing structure connects neighborhoods to local or regional activity centers and resources - Proposed new routes that are generally less than 10 miles in length that fall below the projected boardings per revenue mile for local service would be a candidate for community circulator standard of service, to help build a future market for transit use
Local	Projected boardings/revenue mile > 90% of bottom quartile threshold
Key Local	Projected boardings/revenue mile > 90% of bottom quartile threshold
Limited Stop Peak	- Key local service operating in corridor has boardings/revenue mile $\geq$ top quartile threshold - Demand exceeding capacity on existing services in corridor OR - Existing commuter-based market on a non-freeway corridor - Estimated 6,400 person trips in market - Corridor greater than 8 miles in length - Serve top 10 regional employment center
Service Type	Thresholds for New Services
Limited Stop All Day	- Key local service operating in corridor has boardings/revenue mile $\geq$ top quartile threshold - Demand exceeding capacity on existing services in corridor
Commuter Express	- Must serve a top ten employment district - Existing commuter-based market on a freeway corridor - Estimated 6,400 person trips in market - Corridor greater than eight miles in length
Streetcar	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan
Bus Rapid Transit	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan
Light Rail	Determined through the completion of corridor-specific transit planning studies and through incorporation into the Regional Transportation Plan

240.9 Transit Propensity Tool Modification

In an effort to improve route outcome forecasting capabilities Valley Metro has undergone a retooling of its current propensity model, which is used to model performance of new transit service. The previous three coefficient based model served well to provide a relative comparison of prospective success for realignments and future routes, however alternative statistical methods allow for fewer errors in predictions.

The current model estimates ridership by comparing total population, low income population and no-car household counts to ridership in a corridor. Estimates from this system inform efforts to improve underperforming routes, and rank proposals for funding among other uses. This proved useful for the relative comparison of routes/proposals in an effort to gauge a proposal's worthiness for funding, but needed greater accuracy to predict absolute ridership in a route.

In an effort to improve the model, staff reviewed a new methodology proposed by Harvard doctoral students. Using their proposed methodology of multivariate linear regression on corridor specific demographics Valley Metro experimented with several iterations of a model and designed a new tool. The new methodology uses several variables and more granular data to produce ridership predictions with significantly greater accuracy. Additionally, this methodology allows for the flexibility of adding and removing variables to increase predictive capacity over time as new data sources come online or regional dynamics change. Going forward this tool will be used in predicting ridership for route additions, realignments and SRTP Fleet priority ranking. The annual SRTP reports display the propensity tool methodology with the latest variables, should the model be updated between now and the next TSPM update. Details of the methodology can be found in **Appendix E: Transit Propensity Tool Methodology Update Memo**.

241.0 - Frequency Assessment Standards for Transit (FAST)

While the transit propensity tool is useful in forecasting new transit service performance, an additional planning tool has been developed to evaluate routes and corridors in the existing network that may warrant higher frequency. Frequency Assessment Standards for Transit (FAST) offers a set of thresholds and guidelines that can be used to assess individual transit corridors that are the best candidates for Frequent Service span and headway investments, as well as a snapshot of how a set of corridors could function together as a Frequent Service network.

The FAST model framework is similar to the propensity tool framework and considers eight inputs as part of the analysis. **Table 7** shows the inputs, its source, corresponding route catchment area, a 1/2mile buffer around each route, or the study area, and the factor used in the model. The data was chosen based on its correlations with ridership on a route level. The data chosen had highest correlation with ridership and was well supported by academic literature. For complete details on how the FAST tool was developed please reference **Appendix F: Frequency Assessment Standards for Transit Final Report**.

Table 7: FAST Model Framework

Factor	Study Area	Data Source	Output
Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	Population/ Square Mile

Jobs	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	Jobs/ Square Mile
Low Income Jobs	1/2 mile of route	U. S. Census Bureau, Longitudinal Employer Household Dynamics Data	% of Total Jobs
Network Connectivity	Route connections	Valley Metro	Sum of weekday route miles of each route crossed, normalized by their length
Low Income Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Census Tracts	% of Total Population
Minority Population	1/2 mile of route	U.S. Census Bureau, ACS 2016, Block Groups	% of Total Population
Boardings Per Revenue Mile	Each route	Valley Metro	Average boardings per revenue mile
Zero Vehicle Households	1/2 mile of route	U.S. Census Bureau, ACS 2016, Census Tracts	% of Total Population

Table 8 below shows how the inputs are normalized and the resulting percentage that essentially ranks routes amongst each other according to these inputs. Routes scoring below the service area average are given 5 points, routes scoring between 100 and 149% of the service area average are given 10 points, and routes that score 150% and above are given 20 points. For each of the routes, their scores are ranked by productivity, transit equity, and finally a composite of the two (productivity and transit equity) combined. The productivity category is determined by the following factors: population, jobs, network connectivity and boardings per revenue mile. The transit equity is determined by the following factors: low income jobs, low income population, zero-vehicle households, and minority population.

The composite ranking has all eight of these factors weighted equally.⁸ Routes are then ranked by their scores, from highest to lowest.

Table 8: FAST Normalized Inputs

$$\text{Population} \quad \left(\frac{\text{Population/Square Mile}}{\text{(Service Area Average of Population/Square Mile for 60 Local Bus Routes)}} \right) = [0 \text{ to } 150+] \%$$

⁸ Several different weighting criteria, based on peer research, were discussed with the TSPM working group. The criteria fell into two categories for the variables: those measuring route productivity and those measuring equity/need. After looking at model run outcomes for current routes (for these two categories) and seeing which outcomes mapped best onto our understanding of the transit system and of what warranted more service, there ended up being very little variation on the model runs, with the exception of one or two routes. The variations were partially a product of the correlation between variables across the categories, like high population areas also often having high minority and low income populations simply because there are more people there. Because the variation was minimal, instead of having people assign weights based on local preference, it was decided to keep weighting neutral for all variables.

Jobs	(Jobs/ Square Mile) / (Service Area Average of Jobs/Square Mile for 60 Local Bus Routes) = %	
Low Income Jobs	(Low Income Jobs/Total Number of Jobs) / (Service Area Average of Low-Income Jobs/Total Number of Jobs for 60 Local Routes) = %	Between 0 and 99% = 5pts
Network Connectivity	(Sum of weekday route miles of each route crossed, normalized by their length) / (Service Area Average for all 60 routes) = %	Between 100 and 149% = 10 pts
Low Income Population	(Low Income Population / Total Population) / (Service Area Average of Low Income Population / Total Population for all 60 Bus Routes) = %	More than 150% = 20pts
Minority Population	Minority Population/ Total Population) / (Service Area Average of Minority Population/ Total Population for all 60 Bus Routes) = %	
Boardings Per (Service Area Average for all 60 routes) = %	(12-month average boardings per revenue mile) / Revenue Mile	
Zero Vehicle Households Routes) = %	(Zero Vehicle Households/ Total Number of Households) / (Service Area Average of Zero Vehicle Households for all 60 Bus Routes) = %	

It is likely that some of the top ranking routes identified by FAST analysis will already have frequent service. Since these routes are already frequent, there will likely not be a compelling reason to recommend them for frequency increases; however, future higher demand could change that. At this time, these routes should be omitted from further analysis.

As it may not be appropriate to increase the entire length of a route to frequent service, FAST analysis on the corridor level for the remaining identified routes is recommended. A corridor level analysis evaluates a single route broken down into roughly one-mile long segments. It involves the same methodology described above except that network connectivity is the removed from the model, as this is a route level measure and should be used for entire routes. As depicted in

Figure 5, the corridor segments for Route 70 are ranked amongst themselves and there is no comparison to other routes in the network.

Figure 5: Route 70 Corridor Analysis



- 310 – Transit Service Performance Measures and Planning Tools
- 320 – Transit Service Performance Measures Thresholds
- 330 – Transit Service Performance Measures Procedures

310 – Transit Service Performance Measures and Planning Tools

Transit service performance measures are intended to assess the effectiveness of transit operations in achieving the adopted service provision goals, and help identify whether performance improvement actions taken to enhance performance and productivity are effective. The Board-adopted transit service performance measures are intended to be applied separately for each transit service type (see Section 210). In addition to the Board-adopted transit service performance measures, planning tools have been developed to assist with detailed evaluation of existing services/operations or to assess the potential performance of new or expanded services being contemplated. The adopted transit service performance measures and planning tools are listed in **Table 9**.

Table 9: Transit Service Performance Measures and Planning Tools

Performance Measures	Planning Tools
- Boardings/revenue mile - Boardings/revenue trip* - Farebox recovery rate - On-time performance	- Boardings by stop - Boardings by time of day - Service connectivity - Subsidy per boarding - Zero-auto households served - Low-income households served - Elderly persons served - Youth served - People with mobility disabilities served - Peak load factor - Headways/trips - Service span - Operating days - Population density - Employment density - Activity centers served - Boarding to peak fleet ratio** - Employed and student population**
Performance Measures	Planning Tools
	- Weekday average boardings** - Percent time point dwelling** - Average dwell per time point** - Peak speed** - Off-peak/peak speed ratio** - FAST Route Analysis**
**New planning tool	
*For commuter express and limited stop peak services only	

As part of this TSPM update, the boardings per revenue hour metric has been removed from the list of performance measures. The TSPM Technical Advisory Group (TAG) reviewed and evaluated potential replacement metrics, but ultimately decided to remove the metric without a replacement at this time. Reasons for removing the boardings per revenue hour metric include:

1. Fixed route transit operations contracts Valley-wide are per vehicle revenue mile and not pre revenue hour.
2. The boardings per revenue hour key performance measure is duplicative of boardings per vehicle revenue mile.
3. Given the breadth of service hours in the region per vehicle revenue hour analysis is more applicable as a planning tool and not key performance measure.

In addition to the FAST tool described in Section 250.0, potential replacement metrics that are instead being adopted as additional planning tools include:

- **Boardings to peak fleet ratio** – Calculated as the number of average weekday boardings divided by the fleet required by route during weekday peak.
- **Employed and student population** – Calculated using American Census Survey data, with a 1/2 mile buffer at the block group level around route. Proportions not used, only whole block groups.
- **Weekday average boardings** – Calculated using Valley Metro ridership data.
- **Percentage of time point dwelling** – Calculated using Valley Metro monthly on-time performance data. Counts percentage of time points where a vehicle arrives more than a minute early than its scheduled time.
- **Average dwell per time point** – Calculated at the total amount of dwell time at all route time points divided by the number of all time point arrivals.
- **Peak speed** – Calculated using General Transit Feed Specification (GTFS) data and schedule times by dividing the revenue miles and hours in peak periods.
- **Off-peak/peak speed ratio** – Calculated as the ratio between the average peak speeds and the average speed during mid-day.

Table 10 below provides an overview of the focus categories to which the additional planning tools are applicable. Those categories are “system,” as in system-wide evaluation; “route optimization,” referring to the evaluation of a particular route; and “customer,” referring to tools that are focused on customer satisfaction.

Table 10: Focus Categories for Additional Planning Tools

Additional Planning Tools	Focus Categories		
	System	Route Optimization	Customer
Boarding to Peak Fleet Ratio	X		
Employed & Student Population	X		X
Weekday Average Boarding	X		
Percent Time Point Dwelling			X
Average Dwell at Time Point			X
Ridership by Peak Fleet Ratio		X	
Peak Period Speed			X
Peak vs. Off-peak Speed	X	X	X
FAST	X		X

310.1 Frequent and Late Night Service Maps

In addition to the planning tools outlined above, two new corridor designations have been established in this update. In previous phases, TSPM concerned itself with setting minimum standards and codifying procedures for targeted improvement. These new designations, Late Night and Frequent Service, are distinct in that they dictate a service standard that is exceptional rather than minimal. From a public perspective, navigating multiple schedules and maps to deduce broader network characteristics can be quite difficult, so producing simplified outputs addressing concerns of convenience, reliability and span would be useful marketing tools. This is especially true for a large system such as ours.

Frequent and Late Night Service Maps highlight corridors providing exemplary service either for their span, or their frequency. They are not a baseline, and routes will *never* be penalized for not being designated in either category. These designations signify a high level of service and provide a regional standard for improving routes already meeting minimum standards. Beyond their value as a planning tool to visualize the growing robustness of the network, they will serve as excellent marketing materials for choice riders and those requiring late night services to show the extent of late or frequent service beyond their familiar neighborhood.

Due to the difference in transit service types, Frequent Service maps were developed for local/circulator bus routes as well as Express/Commuter Routes. For local and circulator bus routes, Frequent Service is defined as routes with headways of 15 minutes or less from at least 6 a.m. – 6 p.m. on weekdays. Frequent Express/Rapid Service is provided by commuter routes with 8 or more inbound trips and 8 or more outbound trips on weekdays. Finally, Late Night Service is defined as any service running at least one full trip in both directions after midnight

Monday through Friday. **Figure 6** and

Figure 7 demonstrate the Frequency Service maps by service type and **Figure 8** depicts the Late Night Service map.

Figure 6: Local and Circulator Bus Frequent Service Map (October 2018 Bid)

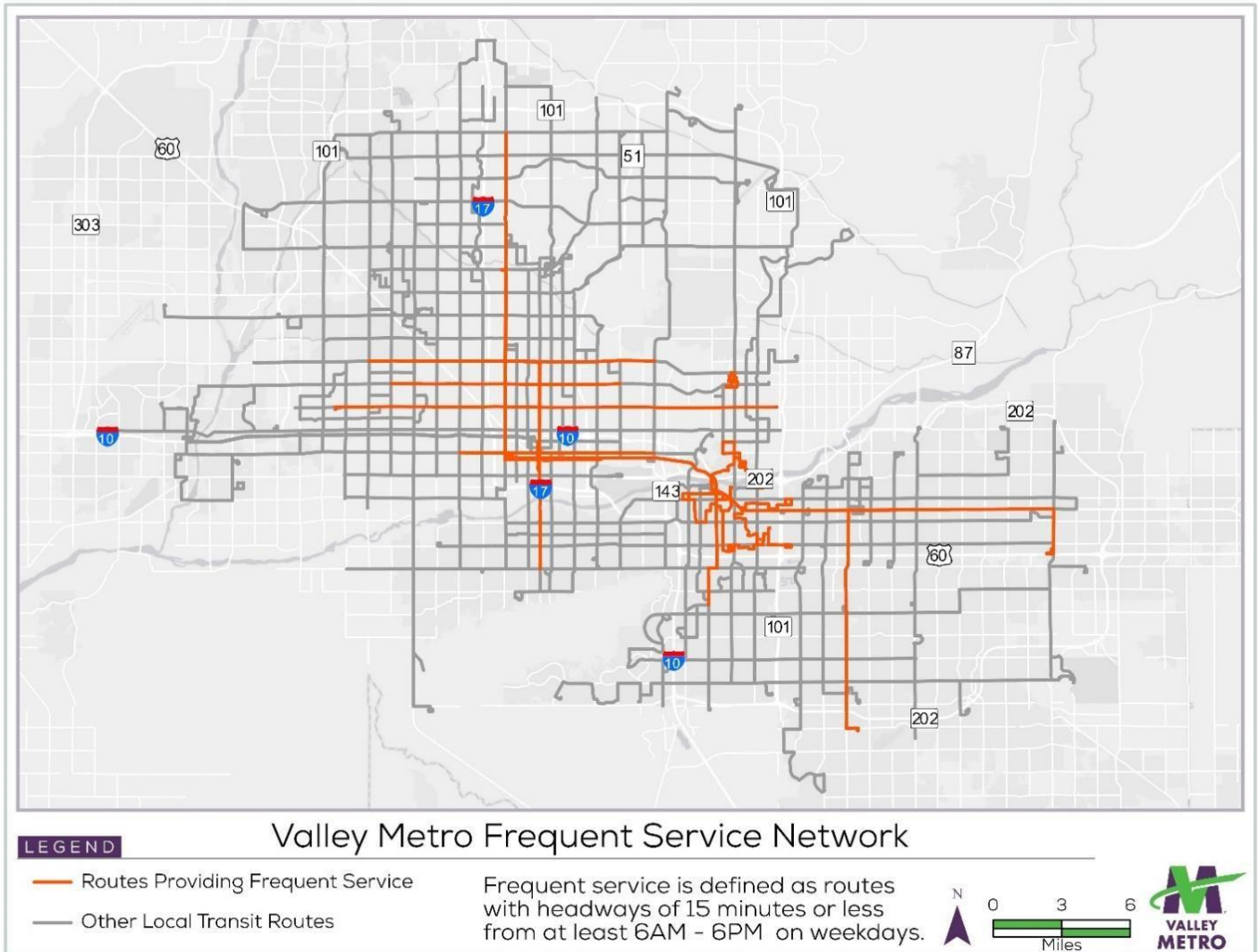


Figure 7: Express/Rapid Frequent Service Map (October 2018 Bid)

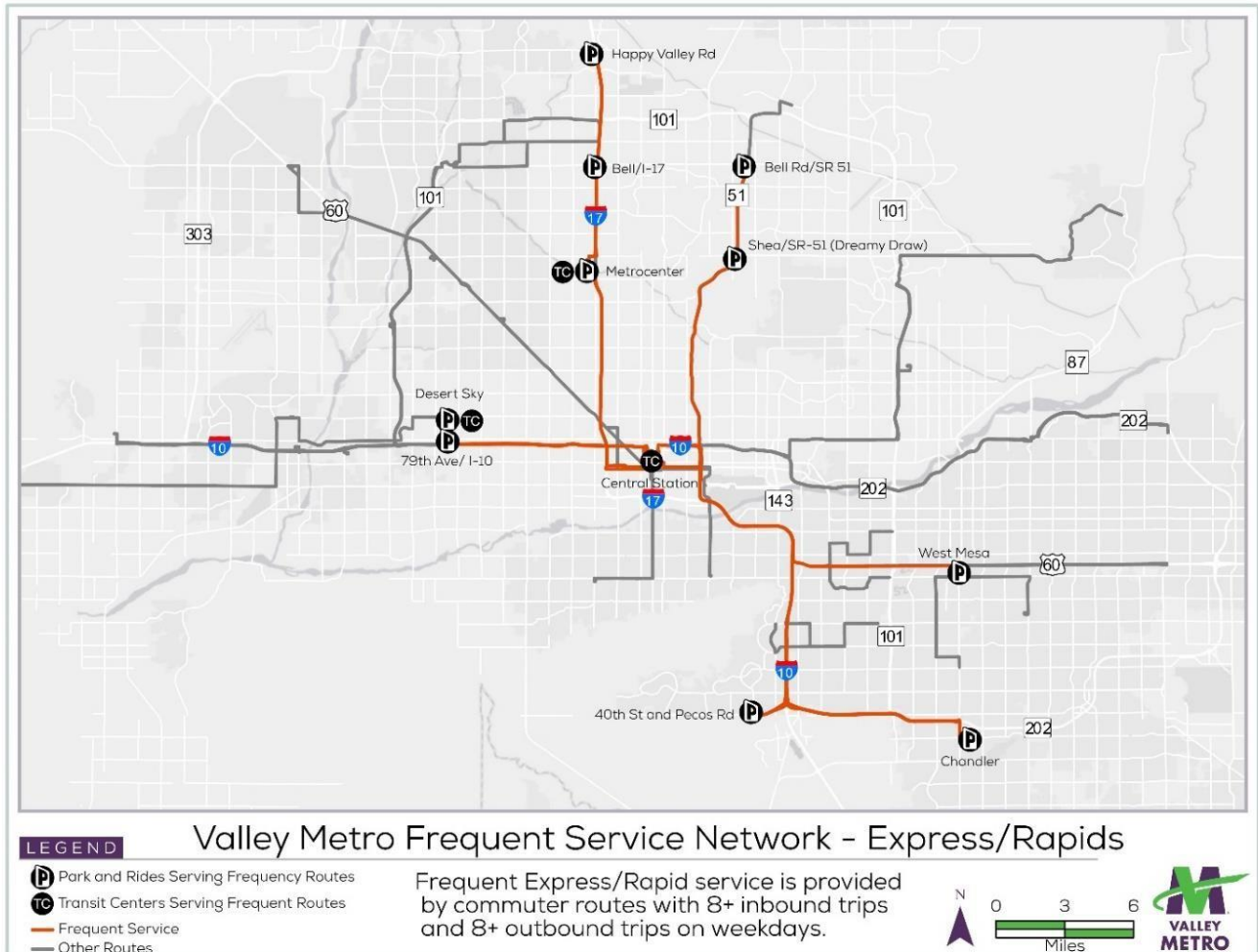
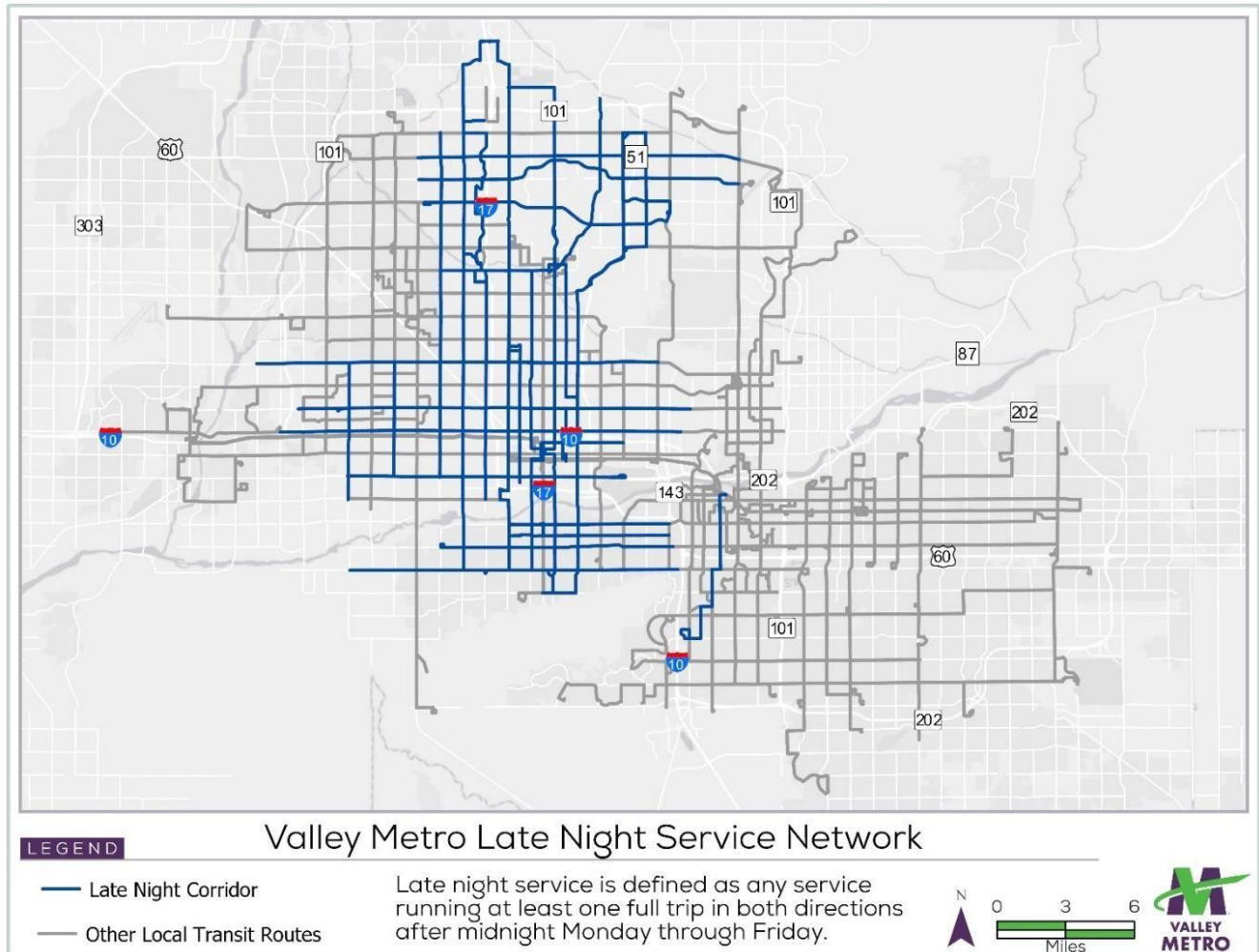


Figure 8: Late Night Service Map (October 2018 Bid)



310.2 Fixed Route Benchmarks

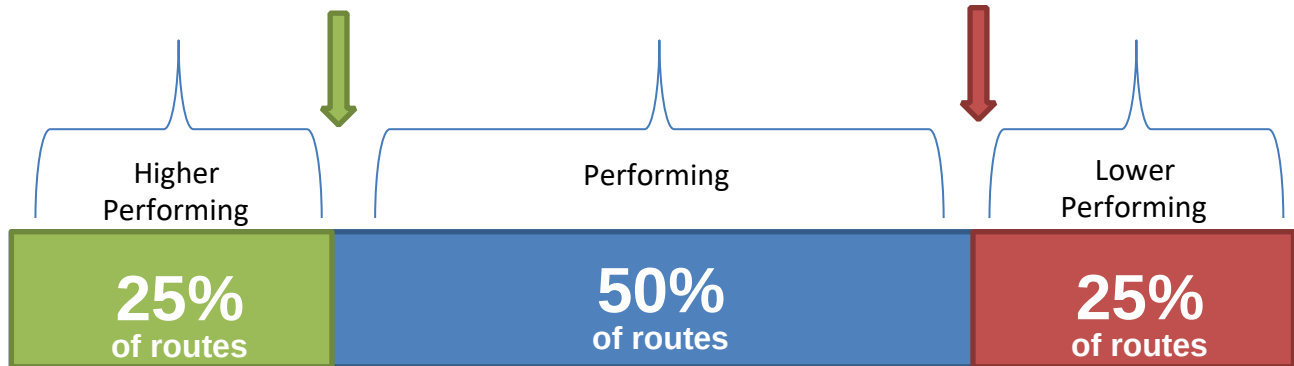
As a high-level measure of system-wide performance and as part of the TSPM process, Valley Metro will review and report on the overall health of transit in the region through metrics used in the Transit Performance Reports (TPR). The metrics include boardings per year, revenue miles per year, and boardings/revenue mile. Used as benchmarks, the metrics will help measure year to year changes on a network level and bring attention to larger regional trends. Boardings per capita, miles traveled per capita, and the growth of the Late Night and Frequent Service maps can also be used as planning tools to support the system-wide review. Taking a system-wide perspective can in turn help Valley Metro and its member agencies evaluate how regional changes to policies, funding, economic health, service delivery models, etc. may be impacting the system.

320 – Transit Service Performance Measures Thresholds

Transit service thresholds serve as a tool for comparing and measuring the relative performance of individual services/operations by transit service type. The transit service performance thresholds developed by Valley Metro rely on a numerical ranking of each performance measure for each route or service within their respective service type category. Thresholds are established at quartile breakpoints

for each transit service type to identify the top 25% and bottom 25% performers. **Figure 9** illustrates the quartile-based performance thresholds.⁹

Figure 9: Transit Service Performance Thresholds



330 – Transit Service Performance Measures Procedures

Procedures for the application of regional transit services performance measures that have been adopted by the Valley Metro Board are summarized in the subsections below.

330.1 Performance Evaluation Frequency

All routes or services operated within the region, regardless of operating agency or funding source, shall be reviewed annually using the three performance measures and performance thresholds.

330.2 Applicable Services to be Evaluated

Locally operated and funded transit services, regardless of funding source used for fleet procurement, shall be included in the performance measurement process, but the development and implementation of local performance improvement actions are the sole discretion of the associated local jurisdiction. However, all light rail service adjustments are subject to action by the Valley Metro Rail Board of Directors, even though the operation is funded by the local jurisdictions.

330.3 Definition of “Performing” Transit Service

A route is designated as “performing” if it has no more than one performance measure ranked in the bottom quartile by service type.

330.4 Performance Attainment for New Services

New services or material service changes (as defined in the adopted TLCP policies) to an existing route are expected to attain a “performing” level within three years of implementation. If the service

⁹ The route performance analysis is published in the annual Short Range Transit Program (S RTP) available at <https://www.valleymetro.org/short-range-transit-program>

has not attained a “performing” level within the first three years of operation, performance improvement actions shall be identified and applied to help improve service performance for one or more measurements. A new service will not be eliminated based on performance level within the first two years of operation.

If after three years from initial implementation, the service has still not achieved “performing” status or showing improvement, Valley Metro and staff from the affected jurisdiction(s) shall work together to determine if the route will be further modified, eliminated, or remain in service. If it is agreed that the service will be eliminated, Valley Metro and the affected local jurisdiction(s) staff shall identify alternative uses within said jurisdiction(s) for any funding saved by eliminating the route.

Services that do not achieve a “performing” level after three years of continuous operation, but are showing improvement in one or more performance-measurement category, shall continue to be monitored and evaluated to determine if there are any additional performance improvement actions that can be implemented.

330.5 Performance Attainment for Existing Services

Existing services that do not meet service standards, but are “performing”, are not required to be modified to become compliant with the established service standards.

330.6 Determination of Service Evaluation

Routes or services that are operated by Valley Metro and/or funded, all or in part, by legislatively authorized Valley Metro regional transit funds (currently includes the Public Transportation Fund and Arizona Lottery Fund) that are within the top 25% or bottom 25% (by service type) of any two of the three performance measures identified in **Table 9** (Section 310.0) will be further evaluated using the planning tools (also identified in **Table 9**) or other relevant qualitative or quantitative metrics (e.g. service evaluation by day of week).

330.7 Data Accuracy

Prior to conducting additional performance evaluations of the top 25% or bottom 25% routes (by service type), the performance data shall be reviewed for accuracy. If further review of the data identifies that it is inaccurate and the route is, in fact, “performing,” then no additional evaluation shall be conducted for that service.

330.8 Determination of Performance Improvement Action

Based on the additional evaluation of the higher performing and lower performing routes/services, potential performance improvement actions shall be identified cooperatively with all affected jurisdictions/agencies, and later, discussed with the Valley Metro SPWG. As applicable, performance improvement actions are submitted for Valley Metro Board approval through the bi-annual service change process and annual Transit Life Cycle Program (TLCP) update process.

330.9 Types of Performance Improvement Actions

Performance improvement actions may include targeted marketing, schedule adjustments, frequency, service span and days of operation adjustments, and rerouting (including route extensions and route segment terminations).

330.10 Unsuccessful Performance Improvement Actions

If performance improvement actions prove to be unsuccessful (i.e. they did not improve performance in one or more performance measurement category), potential reinvestment of resources into other services within the same jurisdiction(s) shall be collaboratively explored with the affected jurisdiction(s) to maintain jurisdictional equity as defined by the adopted TLCP policies, and if agreed to, submitted to the Valley Metro Rail Board of Directors (if applicable) and/or the Valley Metro RPTA Board of Directors for possible action.

400 – Bus Stop Optimization Process

The Valley Metro bus network consists of over 7,650 bus stop stops dispersed over 1,140 square miles. The stops vary greatly by size, design, and amenities included. According to the 2015 Origin and Destination (O&D) Survey, 89.2% of bus riders accessed the system by walking, 5.4% drove to or were dropped off at the stop, and 3.6% accessed the system by bike¹⁰. The O&D survey also found that 83% of bus riders that walk reported walking up to two blocks to get to transit. Optimizing bus stop locations is not only essential for maintaining and improving system accessibility, but also because stop locations have capital maintenance cost and vehicle speed impact implications that impacts the customer experience.

The stop spacing standards contained within this document (Section 220) categorize stop spacing by transit service type to better guide member agencies in their stop placement decision-making process. Transit service types that provide localized operations typically have passenger stops more frequently spaced in contrast with limited stop services, where passenger stops are provided at greater distances. Minimum passenger stop spacing, which were outlined in Section 220 (**Table 5**), has been adopted for the applicable transit service types. Passenger stop spacing standards represent minimum spacing distances; however, where development patterns are of higher or lower density than typical within the region, an exception to the adopted standard may be warranted.

Furthermore, Valley Metro's Bus System Handbook is being updated to identify key areas where stops should be provided, noting places such as employment and retail centers, education centers, and major medical centers with out-patient care. The guidelines will outline general stop spacing based on population densities and the distance a person has to travel to access a bus stop. Please refer to the 2019 Bus System Handbook for specific details.

While the guidelines provide a foundation for identifying bus stop locations, they lack parameters to optimize existing stops. As a result, a more in-depth process for optimizing bus stop locations has been developed as part of this update.

Bus stop optimization involves a careful evaluation of the distance between *existing* stops and the purpose, quality, and effectiveness of them. If stops are placed too far apart, it reduces the ability of patrons to access the system. If stops are too close together, it slows down travel for those already on the bus. Thus, stop optimization is about finding the balance between access to service and service speed.

¹⁰ https://www.valleymetro.org/sites/default/files/uploads/event-resources/20142015_onboard_survey_final.pdf

In order to develop a bus stop optimization process, Valley Metro conducted peer research and undertook a collaborative engagement process with the SPWG. The primary agency Valley Metro reviewed for guidance on developing an agency-specific process was the Maryland Transit Administration (MTA). MTA defines bus stop optimization as an on-going process that analyzes the placement and design of all bus stops in the network and includes the following actions:

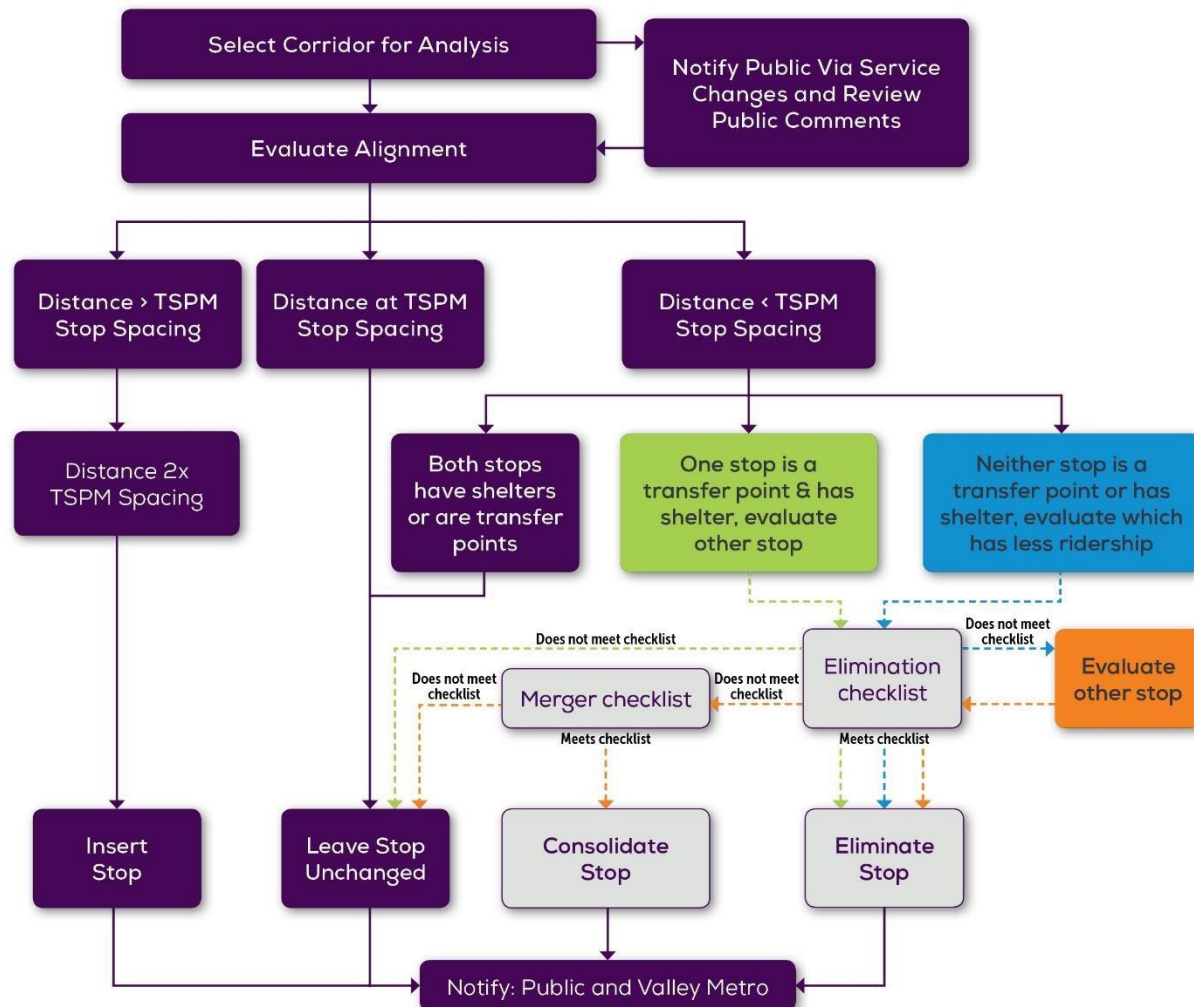
1. Consolidating (removing) existing, redundant bus stops,
2. Adding new bus stops where needed, and
3. Relocating existing stops for safety and operational improvements¹¹

Stop optimization is intended to improve the quality and reliability of bus service while still providing adequate access to riders. Safety, utilization, transfer points, and site conditions are all important factors to consider throughout the optimization process.

The Bus Stop Optimization Process specifically developed for Valley Metro and its member agencies is depicted in **Figure 10** below. It starts with selecting a corridor for analysis and notifying the public for comments. The first level of evaluating the alignment looks at the distance of stop spacing as compared to the TSPM Stop Spacing Standard. For stops greater than twice the standard, a new stop should be inserted between the two. If stops are closer than the recommended TSPM Spacing Standard, stops are evaluated on whether they have a shelter and/or are transfer points. If a stop does not have a shelter and is not a transfer point, it is considered for elimination.

¹¹ <https://mta.maryland.govcontent//bus-stop-optimization>

Figure 10: Valley Metro Bus Stop Optimization Process



At this point, two evaluation checklists are built-in to the Optimization process to help determine if a stop should be removed. The Merger Checklist and Elimination Checklist depicted in **Figure 11** provides a series of criteria questions that if are answered affirmatively make a stop eligible for elimination. The checklists include criteria related to the TSPM Spacing Standard, access and ADA guidelines, ridership, transfer opportunities, and trip generators. Once a stop has been evaluated through these checklists, it is either eliminated or consolidated and the public is notified of any change.

Figure 11: Merger and Elimination Checklists¹²

Merger Checklist	Elimination checklist
Yes answer to all criteria makes a stop eligible for merging: • Does the new stop location meet ADA guidelines or can it reasonably modified to meet ADA guidelines? • Does the new stop location have pedestrian access? • Does the new stop location meet TSPM spacing requirements? • Will transfer opportunity be retained at the new/merged stop or at an adjacent stop along the line? • Do the stops not under consideration for merging not serve 20% or more of the entire routes the route's daily ridership? • Is the stop being considered for merging not serve key community services such as schools, hospital, senior center, and public service offices (e.g. AZ DES)	Yes answer to all criteria makes a stop eligible for elimination: • Do the remaining/adjacent stops meet TSPM spacing? • Can the remaining/adjacent stops absorb additional ridership? • Does the stop not provide direct access to connecting transit routes, or do adjacent stops provide same connection to transit routes? • Does the stop not meet ADA guidelines, and the remaining/ adjacent stops meet ADA guidelines? • Does the stop serve less than 10% of the route's daily ridership? • Does the stop not serve key community services such as schools, hospital, senior center, and public service offices (e.g. AZ DES)?

500 – Regional Fleet Prioritization Process

Transit services are adjusted and service expansion proposals are submitted through the Short Range Transit Program (SRTTP). However, given the finite quantity of vehicles available in the region and the length of time required to procure expansion vehicles, not all service adjustments or expansion needs may be accommodated with available fleet in a particular year. As such, prioritization processes have been identified for existing and expansion fleet should requests for vehicles exceed the quantity available. This section describes these processes and is organized into the following subsections:

- 510 – SRTTP Methodology (Modified)
- 510 – Prioritization Process for Existing Fleet
- 520 – Prioritization Process for Expansion Fleet
- 530 – Fleet Procurement and Programming Process

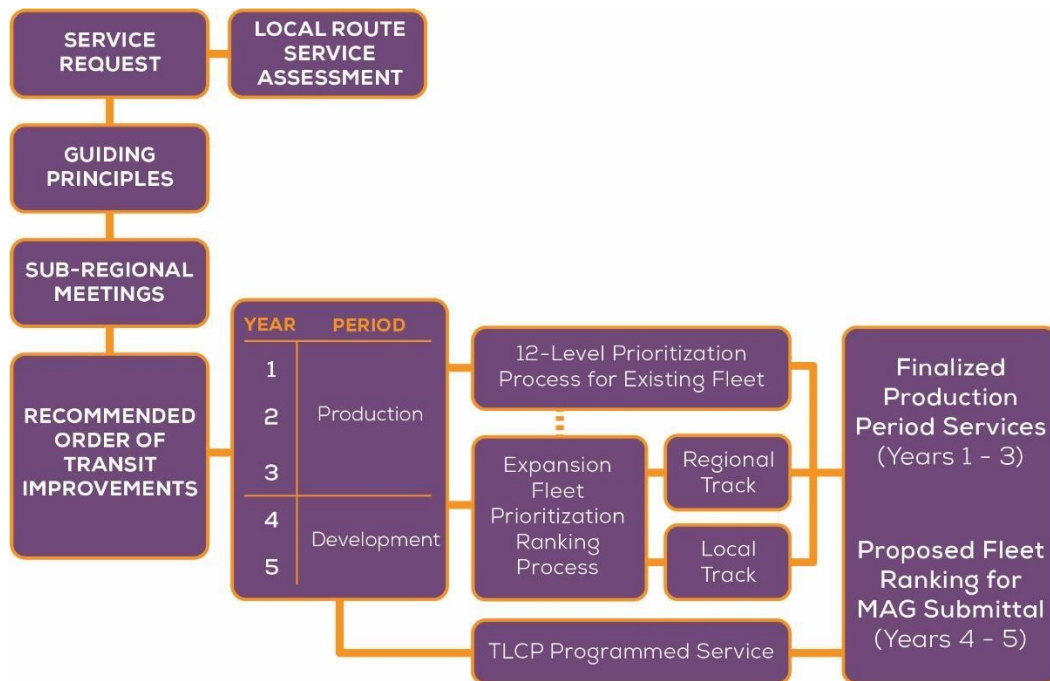
510 – SRTTP Methodology

The SRTTP is a five-year program aimed at the regional coordination of locally and regionally funded transit service changes. It has previously been divide into two phases identifying production phase as years 1-2, and development phase as years 3-5. In order to better understand required fleet needs, minimize confusion on immediate fleet needs, and to better coordinate the fleet prioritization process with the regional TIP, the production phase has been expanded to occur in years 1-3 and the development phase will occur in years 4-5 of the STRP process. A funding commitment letter will still be required on locally funded services that require new fleet, the commitment letter signed by the city's City Manager or Transit/Transportation Department Director must be provided subsequent to the sub-regional SRTTP meetings.

¹² Valley Metro's Bus Stop Design Guidelines discuss in greater detail the placement of bus stops and applicability of bus pullouts, transfer points, etc.

Figure 12 depicts the modified SRTP process, which includes the change in production and development years, and addition of the Local Route Service Assessment form and process (described in Section 240.6).

Figure 12: Modified SRTP Process



510 – Prioritization Process for Existing Fleet

Service adjustments in the production years (1-3) of the SRTP are ranked using the 12-level prioritization process for existing fleet. The 12-levels apply priorities to elements such as funding source, type of service adjustment and purpose of the service adjustment. The 12-level prioritization process for existing fleet is summarized in

Figure 13 below.

Figure 13: 12-Level Prioritization Process for Existing Fleet

Service Adjustment	Purpose	Rank Level
Implement TLCP-programmed service as scheduled	Implement TLCP-programmed service	1
Early implementation of programmed service as scheduled in TLCP	Addresses performance-based fleet need (high ridership or running-time adjustment)	2
	Will enhance regional transit connectivity (connect one or more routes)	3
	Will reach potential ridership generator	4
Implement TLCP-planned service	Implement TLCP-planned service	5
Locally funded expansion of an existing route funded through the TLCP	Existing service with performance-based fleet need (high ridership or insufficient schedule)	6
	Will reach potential ridership generator	7
Implementation of service adjustment on existing locally funded service	Addresses performance-based fleet need (e.g. running-time adjustment)	8
	Will enhance regional transit connectivity (connect one or more routes)	9
	Will reach potential ridership generator	10
Implementation of new locally funded service	Will enhance regional transit connectivity (connect one or more routes)	11
	Will reach potential ridership generator	12

Note: If multiple adjustment requests have same rank, the Transit Propensity Tool is used. The service adjustment with highest Transit Propensity Index will receive priority.

510.1 Tie Break Methodology

If multiple service requests receive the same rank level in the same planning year, the transit propensity tool, which estimates boardings by revenue mile, is used as a tiebreaker. For additional information regarding the transit propensity tool, refer to the Section 240.9 above or Valley Metro's TSPM Phase II Final Report in **Appendix B: TSPM Phase II Final Report** for a detailed explanation of the methodology.

520 – Prioritization Process for Expansion Fleet

Service adjustments in the development years (4-5) of the SRTP that require expansion fleet are ranked using the prioritization process for expansion fleet, which evaluates the service adjustments and assigns points based on their funding characteristics, compliance with established TSPM standards, and regional connectivity. The more points a service earns, the higher it is prioritized in the list of fleet requests submitted to the Board for their consideration and possible recommendation to Maricopa Association of Governments (MAG). The prioritization process for expansion fleet is summarized in

Figure 14.

Figure 14: Prioritization Process for Expansion Fleet

PRIORITIZATION PROCESS FOR EXPANSION FLEET		
Category	Metric	Points
Funding Characteristics	Is there between 2 and 3 years of funding committed for the service improvement? OR Is there more than 3 years of funding committed for the service improvement?	1
		2
	Is the service improvement a TLCP-planned service?	1
TSPM Compliance	Does the service improvement meet weekday service standards?	0.5
	Does the service improvement meet Saturday service standards?	0.25
	Does the service improvement meet Sunday service standards?	0.25
	Does the service improvement meet the current transit propensity threshold? (Note: only applicable to local/key local service improvements greater than 1 mile)	1
	Does the service improvement remove/modify an under-performing route deviation, thereby requiring at least one less vehicle for operation?	1
Regional Connectivity	Does the service improvement serve multiple jurisdictions?	1
	Does the service improvement connect to other transit route alignments?	0.25 per connection (2 points maximum)

520.1 Tie Break Methodology

In the event of a tie, each service improvement is further evaluated to determine its compliance with TSPM service and performance standards and to quantify its regional connectivity. The tie break methodology is summarized in

Figure 15 below.

Figure 15: Prioritization Process for Expansion Fleet Tie Break Methodology

PRIORITIZATION PROCESS FOR EXPANSION FLEET - TIEBREAK		
Category	Metric	Points
TSPM Compliance	Are weekend service standards met?	1
	If existing route, is weekday performance above the performance threshold for two or more performance measures?	1
Regional Connectivity	How many jurisdictions are served?	1 Per Jurisdiction Served

520.2 Regional and Local Tracks

Based on the outcome of the prioritization process for expansion fleet, proposed service improvements are placed on one of two tracks: a regionally-supported track and a local track. Services that rank favorably through the expansion fleet prioritization process fall into the regionally-supported track. Those services that rank less favorably but are still priorities for the submitting jurisdiction fall into the local track. If a jurisdiction still wishes to pursue implementation of services in the local track, they must support Valley Metro or the City of Phoenix Transit Department¹³ throughout the entire fleet grant application process. Upon procurement, vehicles must be provided to Valley Metro or Phoenix if either agency will be operating the service. For efficient fleet management purposes, vehicles are then assigned at the operators' discretion.

520.3 Applicability

The prioritization process for expansion fleet is applied to all services in the development years of the SRTP requiring expansion fleet with two notable exceptions. The first exception is for programmed TLCP projects. As these improvements are programmed in the RTP, they are automatically given top priority. The second exception is for services that ranked well in the production years of the SRTP but the fleet requirements exceeded vehicle availability. In these cases, the service is given priority in the next development year, secondary only to TLCP projects. All other service improvements requiring expansion fleet in the development years will be prioritized using the expansion fleet prioritization process.

530 – Fleet Procurement and Programming Process

Regional transit fleet procurement and programming occur through a multi-agency integrated process that includes local jurisdictions, Valley Metro and MAG. The planned procurement and programming process is as follows: a request for service adjustment is made through the SRTP and fleet availability is determined. If fleet is unavailable for the service adjustment, Valley Metro identifies and submits a list of prioritized service adjustments approved by the Board to MAG for consideration in the federal funds programming process. The MAG Transit Committee discusses programming options for all federal funds. The MAG Transit Committee then recommends a Program of Projects and Five-Year

¹³ The City of Phoenix purchases and owns their own vehicle fleet; including many vehicles that operate within other jurisdictions but which are Phoenix-operated routes.

Transportation Improvement Program (TIP) to Regional Council for approval. Once MAG approval is obtained, the City of Phoenix, with MAG concurrence, submits grants to the Federal Transit Administration for approval. The fleet is then procured by the appropriate agency.

Figure 16 illustrates the primary steps associated with the transit fleet procurement and programming process.

Figure 16: Fleet Procurement and Programming Process



600 – Transit Center and Park-and-Ride Classification

Transit centers and park-and-ride facilities are crucial features of a transit system that improve network access by facilitating transfers between routes and transportation modes. As part of this TSPM update, regional facilities were reviewed to identify similarities and differences between sites, with the goal of creating a more clear delineation of the operational and rider expectations at such facilities. Additionally, while Valley Metro’s recently updated Light Rail Design Criteria Manual outlines construction codes and the recommended features of the system’s built environment (landscaping, security, parking, etc.), it is specific to the design of the light rail system and does not explicitly define the features and placement of bus transit centers or park-and-rides. As such, it is the intent of this update to provide a classification structure for transit centers and park-and-rides in order to help integrate TSPM and the agency’s current and future design criteria manuals. Given the nature of the different planning processes between light rail and bus facilities, this TSPM update effort focused strictly on bus facilities.

The classification process started with an understanding that the most fundamental difference between facilities are those that are publicly owned versus those that are shared with another facility, whether publicly or privately owned (i.e. library, recreation center, strip mall, Walmart, fast food chain,

etc.). Using MAG's Designing Transit Accessible Study (2013)¹⁴ as a guide, the classification process then sought to incorporate the surrounding built environment into the framework because of its connection to the types of services provided. For example, there are fewer transit service types and routes on the suburban edge of the Valley, where population density is lower as compared to the urban core, which is served by numerous routes of several transit service types. The three built environment settings as established by MAG and incorporated in this classification matrix include urban core, outer urban, and suburban. **Table 11** outlines MAG's built environment definitions and extrapolated regional examples (the original study focused only on Phoenix).

Table 11: Built Environments around the Valley

From MAG Transit Accessible Communities Study		Extrapolated Examples		
	Definition	Phoenix Example	Tempe Example	Mesa Example
Urban Core	Within the heart of the city center; high employment and residential density	16th St/Thomas	Mill/University	Mesa/Center
Outer Urban	Between urban core and suburbs; medium employment and residential density	I17/Dunlap Ave	Southern/Rural	Southern/Gilbert Rd.
Suburban	Beyond outer urban; low employment and residential density	75th Ave/Bell Rd	Elliot/Priest	Power/Brown

With these three features classified, a review of regional facilities was conducted and additional classification features were identified. The TSPM Working Group participated and provided input on the identified classification features, which were incorporated into the final classification matrix presented in **Figure 17**. The critical features include:

1. **Service Type** – Refers to the transit modes accessible at the location.
2. **Bike and Pedestrian Facilities** – Looks at the accessibility of the location via bicycle lanes and connected sidewalks. Bicycle parking at the facility is also considered. Fully accessible facilities have dedicated bicycle lanes, bicycle parking, and connected sidewalks. Limited accessibility means that either bicycle or pedestrian infrastructure is provided, but not both.
3. **Bus Stop Placement** – Considers how stops are positioned on or off the roadway for the boarding/alighting of passengers. Has safety and route speed implications.
4. **Freeway Proximity** – Refers specifically to commuter route services and the distance they travel from the freeway to a park-and-ride. Has route speed implications.

¹⁴ https://www.phoenix.gov/streetssite/Documents/MAG_Designing-Transit-Accessible-CommunitiesStudy-Final-Report.pdf

5. **Deviation from Route** – Refers primarily to local routes and the distance they deviate from their alignment to access a transit center or park-and-ride. Has network connectivity and route speed implications.
6. **Central Business District (CBD) Direction of Travel Placement** – Considers the placement of the stop to locate in the direction of travel and on the far side of an intersection. Has route speed and operational implications.
7. **HOV Access** – Consideration of facility location given route accessibility to a HOV entry/exit ramp.
8. **Local Bus Level of Service (LOS)** – Refers to the minimum frequencies of routes serving the facility.
9. **Commuter Bus LOS** – Refers to the minimum number of daily AM and PM peak trips serving the facility.
10. **Number of Transit Connections** – Considers the types of services and number of transfer that are available at the facility.
11. **Kiss-and-Ride** – Refers to park-and-ride facilities having a designated area for quick pedestrian pick-up and drop-off that does not conflict with bus operations or obstruct the flow of vehicular traffic.
12. **Ticket Vending Machines (TVMs)** – This considers the availability of ticket vending machines in station areas to help expedite the boarding process. This has implications for customer experience and route speed.

Note that all newly constructed facilities are expected to meet ADA requirements. Examples of other facility features that should be considered and which are elaborated on in the design criteria manual include:

- Safety and security (CCTV cameras, emergency call boxes)
- Shade (via landscaping or structures)
- Operator facilities (i.e. restrooms)
- Real time information
- Lighting
- Amenities such as benches, trash receptacles, water fountains, etc.

To optimize the placement of transit centers and park-and-rides in the regional transit network, it is encouraged that member agencies involve Valley Metro as early in the planning process as possible. It is recommended that member agencies wanting to implement a transit center or park-and-ride include that information during the annual SRTP update process.

Figure 17: Transit Center and Park-and-Ride Classification Matrix

	PUBLICLY OWNED				SHARED-USE FACILITY			
	Urban Core	Outer Urban		Suburban	Urban Core	Outer Urban		Suburban
	TC	TC / P	P	P	TC	TC / P	P	P
 Service Type	Commuter Express / Local Bus	Local Bus	Commuter Express	Commuter Express / Local Bus	Commuter Express / Local Bus	Local Bus	Commuter Express	Commuter Express / Local Bus
 Bike/Ped Facilities	Fully Accessible	Fully Accessible	Limited Access	Limited Access	Fully Accessible	Fully Accessible	Limited Access	Limited Access
 Bus Stop Placement	Off-street docking; serves as end of line (Express); designated bus entry	Off-street docking; designated bus entry	Off-street docking; designated bus entry	Off-street docking; serves as end of line (Express); designated bus entry	Off-street docking; serves as end of line (Express); shared bus/auto entry	On-street docking	Off-street docking	On-street docking; serves as end of line (Express)
 Freeway Proximity	NA	NA	<0.5 Miles	<1 Mile	NA	NA	<0.5 Miles	<1.5 Miles
 Deviation from Route	On alignment	On alignment	0.5 miles or less	0.5 miles or less	On alignment	On alignment	0.5 miles or less	0.5 miles or less
 CBD Direction of Travel Placement (far side)	✓	✓	✓	✓	✓	✓		
 HOV Access Preferred			✓	✓			✓	✓
 Local Bus LOS	10-30 minutes	30 minutes or better	30-60 minutes	30-60 minutes	10-30 minutes	30 minutes or better	30-60 minutes	30-60 minutes
 Commuter Express LOS (Peak Trips)	6+ AM Trips 6+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	6+ AM Trips 6+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips	4+ AM Trips 4+ PM Trips
 Number of Transit Connections	5+; serves light rail and / or express	3+; serves light rail and / or express	3+	2+	5+; serves light rail and / or express	3+; serves light rail and / or express	3+	2+
 Ticket Vending Machines	✓	✓	✓	✓	✓			
 Kiss & Ride	✓	✓	✓	✓	✓			

TC Transit Center
TC / P Transit Center with Park-and-Ride
P Park-and-Ride

700 – Mobility Enhancement Uses

From the sharing economy to autonomous vehicles, technology and new service delivery models are changing the transportation industry. Bike-share, e-scooters, and on-demand transportation network companies (TNCs) such as Uber and Lyft are just some examples of expanding modes and service delivery models that enhance mobility. Often owned and operated by private companies, when coordinated appropriately with a transit agency, the technologies and services can play a vital role in supporting public transit networks. Referred to here as **mobility enhancement uses** (MEUs), the term involves a transit authority coordinating outside of transit service delivery models to improve network connectivity and improve travel options, such as employing Transportation Network Companies (TNCs), working with micromobility, car shares, carpools and vanpools.

Around the Valley, jurisdictions are experiencing an on surge of services, particularly bike shares and e-scooters, and many areas are partnering with TNCs and/or piloting new vehicle technologies as well. The purpose of integrating these MEU efforts into TSPM is to help improve coordination with the public transit network and improve knowledge sharing between member agencies. As part of this process, VM Capital and Service Development (CSD) staff will work with key staff from member agencies to create a database of MEUs (mobility offered, company name, contact information). Key staff from member agencies will assist by:

- Enabling data sharing
- Providing up to date transit planning documents
- Reporting mobility goals and objectives of current partnerships
- Presenting to the SPWG to learn more on MEUs

Staff will help coordinate regional grant support, if applicable and report annually, at a minimum, on MEUs in the region, recent partnerships, and lessons learned.

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Appendix A: TSPM Phase I Final Report



Appendix B: TSPM Phase II Final Report

Appendix C: TSPM Phase III Final Report

Appendix D: Local Service Planning Support Request Form

Appendix E: Transit Propensity Tool Methodology Update Memo

Appendix F: Frequency Assessment Standards for Transit Final Report

RESOLUTION NO. 2022-2254

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING THE CITY OF GOODYEAR TITLE VI IMPLEMENTATION PLAN DATED FEBRUARY 2022.

WHEREAS, the Federal Transit Administration (FTA) is responsible for ensuring that its funding recipients fully comply with Title VI of the Civil Rights Act of 1964, which among other things prohibits discrimination based on race, color, and national origin ; and

WHEREAS, the City of Goodyear is a sub-recipient of FTA funding for public transportation programs (Dial-a-Ride, Neighborhood Circulator), distributed through the City of Phoenix Public Transit Department as the primary recipient of said funds; and.

WHEREAS, all sub-recipients of FTA funds must develop, update, and submit every three years a Title VI Plan to the primary recipient to assist in the primary recipients respective Title VI compliance requirements; and

WHEREAS, the City has updated its Title VI plan to comply with the requirements of the Federal Transit Administration;

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

SECTION 1. The City of Goodyear Title VI Implementation Plan dated February 2022, hereby attached as Exhibit A and incorporated by reference, is approved and adopted as the City of Goodyear Title VI Plan

SECTION 2. Resolution 2022-2254 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2022.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 10.
DATE: 07/11/2022
AI #:993



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE INTERGOVERNMENTAL AGREEMENT WITH
ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR
GOODYEAR POLICE DEPARTMENT STATE FARM STADIUM
OFF DUTY SERVICES**

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

SUMMARY

Approve the Intergovernmental Agreement to allow Goodyear Police Officers to work events at the State Farm Stadium in an off-duty capacity.

Recommendation

Approve and authorize the City Manager or designee to execute the Intergovernmental Agreement (IGA) between the Arizona Department of Public Safety (DPS) and the city of Goodyear for Goodyear police officers to work off-duty at events occurring at State Farm Stadium. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT

There is no fiscal impact to the city of Goodyear. During events at the Stadium, assigned officers are considered temporary employees of DPS for compensation and insurance coverage purposes.

BACKGROUND AND PREVIOUS ACTIONS

The IGA will provide additional off-duty opportunities to Goodyear police officers while assisting DPS to fulfill their need for additional law enforcement officers to work security at Stadium events. The AZDPS maintains similar agreements with other law enforcement agencies across the valley. This IGA provides an avenue for the Goodyear Police Department to further strengthen joint operations and relationships not only with DPS but also with other participating cities. In 2009, the city of Goodyear and the city of Glendale entered into a three-year IGA for security and law enforcement at the stadium. The IGA was renewed in 2012 for an additional three-year term which terminated in 2018. Subsequently, DPS accepted responsibility for law enforcement coordination efforts associated with the Stadium and the city of Goodyear entered into a contract with DPS.

STAFF ANALYSIS

Off Duty work is permitted, with written approval, per Goodyear Police Department policy as long as it does not interfere with the employee's performance or responsibilities to the Department. Goodyear PD recommends approval of the IGA to remain a partner with the DPS.

Attachments

DPS State Farm IGA

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
ARIZONA DEPARTMENT OF PUBLIC SAFETY
AND
CITY OF GOODYEAR**

This intergovernmental agreement (this “Agreement”) is entered into pursuant to Arizona Revised Statutes (“A.R.S.”) § 11-952 by the Arizona Department of Public Safety and the City of Goodyear, collectively known herein as the “parties”.

RECITALS

- A. The State Farm Stadium in Glendale (the “Stadium”) is governed by A.R.S. § 5-801 et al, and operates under the authority of the Arizona Sports and Tourism Authority, the owner of the Stadium; and
- B. The Arizona Sports and Tourism Authority delegated its authority for the operation and maintenance of the Stadium to Stadium Management Group (“SMG”), both of whom has an interest in ensuring the safety and security of those attending events at the Stadium by ensuring proper traffic control and a visible law enforcement presence during certain scheduled events at the Stadium; and
- C. SMG has the need for qualified personnel to provide law enforcement and other personnel services at the Stadium; and
- D. The DPS has entered into an agreement with SMG pursuant to A.R.S. §41-1713(B)(3), to provide law enforcement services at the Stadium; and
- E. The Goodyear Police Department desires to assist DPS in providing law enforcement security services to SMG for the Stadium by making available Goodyear Police officers in accordance with the terms set forth herein.
- F. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. Purpose and Intent** - The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to SMG by

maximizing cooperation, by integrating the Goodyear Police Department and DPS assets, and by addressing issues including, command, control, personnel, planning and training.

2. Supervision and Staffing

- 2.1 Goodyear acknowledges that command and control for all events worked for SMG pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of DPS.
- 2.2 In carrying out this responsibility, DPS will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.
- 2.3 Goodyear agrees and understands that entities other than the State of Arizona and the DPS have input into the decisions regarding whether, and to what extent, law enforcement will provide service for Events; however, DPS will provide information regarding staffing decisions to Goodyear as soon as it becomes available.

3. Assigned Personnel

- 3.1 Goodyear shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as “Assigned Officers”).
 - a. All Assigned Officers will be required to enter into temporary employment contracts with the State of Arizona.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and DPS and will specify that the Assigned Officers are “at will” temporary employees of DPS and that either party can terminate the contract, with or without cause at any time and without notice.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by DPS and Goodyear PD and the Assigned Officers may carry other equipment authorized by Goodyear PD.
- 3.3 When working an Event, DPS will make available to Assigned Officers forms and other supplies that are necessary to work the Event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.
- 3.5 Any inconsistency between DPS and Goodyear PD rules or regulations and all operational disputes will immediately be brought to the attention of the Director of DPS

and will be fully and finally addressed and resolved by the DPS Director in accordance with his or her determination of the best practices under the circumstances. The Director may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of DPS for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of Goodyear PD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an Event will be paid the specified hourly rate determined by DPS based on current market conditions.
 - a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by DPS to each Assigned Officer.
 - b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage for all Assigned Officers in such amounts and under the same terms and conditions as other sworn, full-time employees.
 - c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from DPS.
- 4.3 DPS shall make available to the Goodyear PD information about the hours worked by Assigned Officers not later than seven days following each Event to enable Goodyear PD to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Each party (as "indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, agents, employees, or volunteers.

6. Agreement

- 6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by DPS in cooperation with Goodyear but, except as provided below, no unilateral media releases will be distributed by Goodyear without the prior approval of DPS.
- 6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to DPS prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of Goodyear PD's Assigned Officer, Goodyear PD will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST Certification

- 7.1 Relative to its Assigned Officers, Goodyear agrees that it will be responsible to the Arizona Peace Officers Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Goodyear's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- 7.2 DPS and Goodyear agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This agreement will be effective immediately upon the approval of both parties' governing bodies and shall remain in full force and effect until June 30, 2027.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional one (1) year periods for up to (5) years upon mutual consent of the parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement of understanding between the parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision of application held to be invalid by a court of competent jurisdiction shall not affect any other provision of application of the Agreement which may remain in effect without the invalid provision of application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. Goodyear may, at any time, terminate this Agreement by giving DPS not less than sixty (60) days prior written notice. DPS may at any time terminate this Agreement by giving Goodyear not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties' command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this Agreement. In the event of a dispute under this IGA, the parties agree to use arbitration to the extent required under A.R.S. §§ 12-1518 and 12-133.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 9.8 Headings. Headings of this Agreement are for the convenience only and shall not affect the interpretation of this Agreement.
- 9.9 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

10. E-Verify

- 10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United

States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the noncompliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Availability of Funds

Every payment obligation of DPS under this agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of the agreement, the agreement may be terminated by DPS at the end of the period for which funds are available. No liability shall accrue to DPS in the event this provision is exercised, and DPS shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

12. Non-Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. Military Veteran status or any disability.

{signatures appear on the following page}

DPS Contract No: _____

ARIZONA DEPARTMENT OF PUBLIC SAFETY

CITY OF GOODYEAR

Colonel Heston Silbert, Director

Julie Arendall, City Manager

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between DPS and Goodyear and is in proper form and is within the powers and authority of the DPS granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

State of Arizona

GOODYEAR CITY ATTORNEY

ITEM #: 11.
DATE: 07/11/2022
AI #:919



CITY COUNCIL ACTION REPORT

SUBJECT: CREATE CIP PROJECT 60086 FOR THE MUNICIPAL OPERATIONS CENTER DRIVEWAY AND AUTHORIZE RELATED FY2023 BUDGET AMENDMENTS

STAFF PRESENTER(S): Barbara Chappell

SUMMARY

Creation of CIP project 60086 for an access driveway to the surface water treatment facility and the west side of the Municipal Operation Center using savings from the Surface Water Treatment Facility Project 60015, and authorizing related FY2023 budget amendments.

Recommendation

Approve the creation of CIP project 60086 to complete an access driveway to the surface water treatment facility and the west side of the Municipal Operations Center, and authorize related budget amendments. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

Establish CIP Project 60086 Municipal Operations Center Driveway in the amount of \$2,500,000. Funding for the surface water treatment facility and the west side of the Municipal Operations Center driveway will be from water operating fund balance related to savings realized from Project 60015 Surface Water Treatment Facility.

BACKGROUND AND PREVIOUS ACTIONS

During design of the surface water treatment facility, associated pipelines, and pump station efforts were made to reduce the cost of the project during a time of high uncertainty for construction costs. The access driveway was one of the items that staff decided not to construct during this process. While not optimal, access could be gained through the use of the existing east side driveway through the facility which has presented access and safety issues due to the higher volume of vehicles on Estrella Parkway.

STAFF ANALYSIS

Now that the surface water treatment project is complete, staff worked with the design-build team to get pricing for installing the access driveway. It was determined that it could be constructed with the savings on the project, and the Municipal Operations Center would also benefit from an alternative access on the west side of the facility staff is seeking to create a project to complete the driveway.

Attachments

Aerial Map

Access Road

ITEM #: 12.
DATE: 07/11/2022
AI #:990



CITY COUNCIL ACTION REPORT

**SUBJECT: ACCEPTANCE OF A SPECIAL WARRANTY DEED RELATED TO THE
SENDERO LIFT STATION SITE**

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

SUMMARY

Acceptance of a Special Warranty Deed from Estrella North LLC, a Delaware limited liability company for the Sendero Lift Station servicing the Lucero Community 11 development.

Recommendation

Accept the Special Warranty Deed for the Sendero Lift Station from Estrella North 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 2023 or in future years with the acceptance of this special warranty deed.

BACKGROUND AND PREVIOUS ACTIONS

Estrella North LLC, a Delaware limited liability company "Estrella North" is the owner of certain property within Estrella (formerly Estrella Mountain Ranch) that is commonly referred to as Lucero or Community 11. Estrella North is moving forward with the development of Community 11 and the construction of public infrastructure, including the construction of a lift station known as the Sendero Lift Station.

STAFF ANALYSIS

The Sendero Lift Station is a critical component of the infrastructure needed for the city to provide wastewater services to Community 11. The city is to own and operate the lift station following its completion. Accordingly, City ownership of the site upon which the lift station is to be located is required. Staff has reviewed the construction plans for the lift station and has confirmed that the property described in the attached special warranty deed is the property needed for the sewer lift station site. Staff recommends Council acceptance of the Special Warranty deed attached hereto.

Attachments

Special Warranty Deed

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)(3)

**SPECIAL WARRANTY DEED
(SENDERO LIFT STATION)**

GRANTOR:

**ESTRELLA NORTH 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, **ESTRELLA NORTH 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, the following real property, together with all improvements thereon and all rights, privileges, easements, tenements, hereditaments and appurtenances pertaining thereto:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

SUBJECT ONLY TO current taxes and assessments, reservations in patents and all easements, rights-of-way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities as may appear of record, the Grantor hereby binds itself to warrant and defend the title as against all acts of the Grantor herein and no other.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____,
20____.

Signatures, Acknowledgements and Exhibits on Following Pages

GRANTOR

ESTRELLA NORTH LLC, a Delaware limited liability company

By: Estrella Partners, LP, ad Delaware limited partnership

Its Sole Member and Manager

By Goodyear EMR GP, LLC, a Delaware limited liability company

Its General Partner

By EMR Harvard LLC, an Arizona limited liability company

Its Administrative Member

By: Harvard Investments, Inc., a Nevada corporation

Its: Manager

By

Arthur W. Mellor
Arthur W. Mellor, Assistant Treasurer

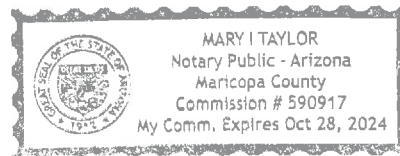
By

Timothy P. Brislin
Timothy P. Brislin, Senior Vice President

STATE OF ARIZONA }
 } §
County of Maricopa }

The foregoing instrument was acknowledged before me this 4th day of May, 2022 by Arthur W. Mellor, Assistant Treasurer of Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP, LLC, the General Partner of Estrella Partners, LP, the Sole Member and Manager of Estrella North LLC.

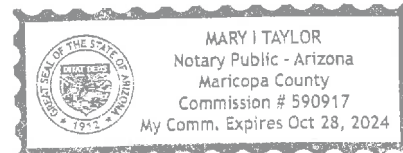
Mary I Taylor
Notary Public



STATE OF ARIZONA }
 } §
County of Maricopa }

The foregoing instrument was acknowledged before me this 4th day of May, 2022 by Timothy P. Brislin, Senior Vice President of Harvard Investments, Inc., the Manager of EMR Harvard LLC, the Administrative Member of Goodyear EMR GP, LLC, the General Partner of Estrella Partners, LP, the Sole Member and Manager of Estrella North LLC.

Mary I Taylor
Notary Public



Signatures, Acknowledgements and Exhibits on Following Pages

GRANTEE:

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

By: _____

Name: _____

Its: _____

State of Arizona)
)ss.

County of Maricopa)

The foregoing Special Warranty Deed (Sendero Lift Station) was acknowledged before me
this _____ day of _____, 20____ by _____, as
_____ of the CITY OF GOODYEAR, an Arizona municipal corporation,
on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
LEGAL DESCRIPTION



APN 400-03-018Y

EXHIBIT "A"

LEGAL DESCRIPTION
LAND ACQUISITION
SENDERO LIFT STATION
APN 400-03-018Y
ESTRELLA



That portion of a parcel of land lying in the Northwest Quarter of Section 1, Township 1 South, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona being more particularly described as follows:

COMMENCING at the aluminum cap found at the West Quarter Corner of said Section 1, from which the General Land Office (GLO) brass cap found on pipe at the Northwest Corner of said Section 1 bears North 02 degrees 11 minutes 11 seconds West a distance of 2,694.62 feet, said line being the West line of the said Northwest Quarter of Section 1, and said line being the basis of bearings of this description;

Thence along the East-West mid-section line of said Section 1, North 89 degrees 52 minutes 37 seconds East a distance of 266.37 feet to a point;

Thence North 00 degrees 07 minutes 25 seconds West a distance of 18.99 feet to a point on the north line of the proposed right-of-way of Sendero Drive, said point being the POINT OF BEGINNING;

Thence North 56 degrees 00 minutes 20 seconds West a distance of 79.00 feet to a point;

Thence North 33 degrees 59 minutes 40 seconds East a distance of 48.00 feet to a point;

Thence South 56 degrees 00 minutes 20 seconds East a distance of 79.00 feet to a point on said proposed north right-of-way line;

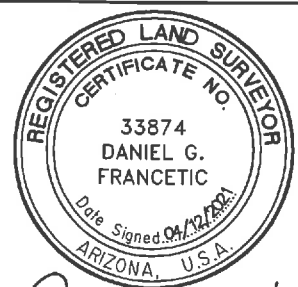
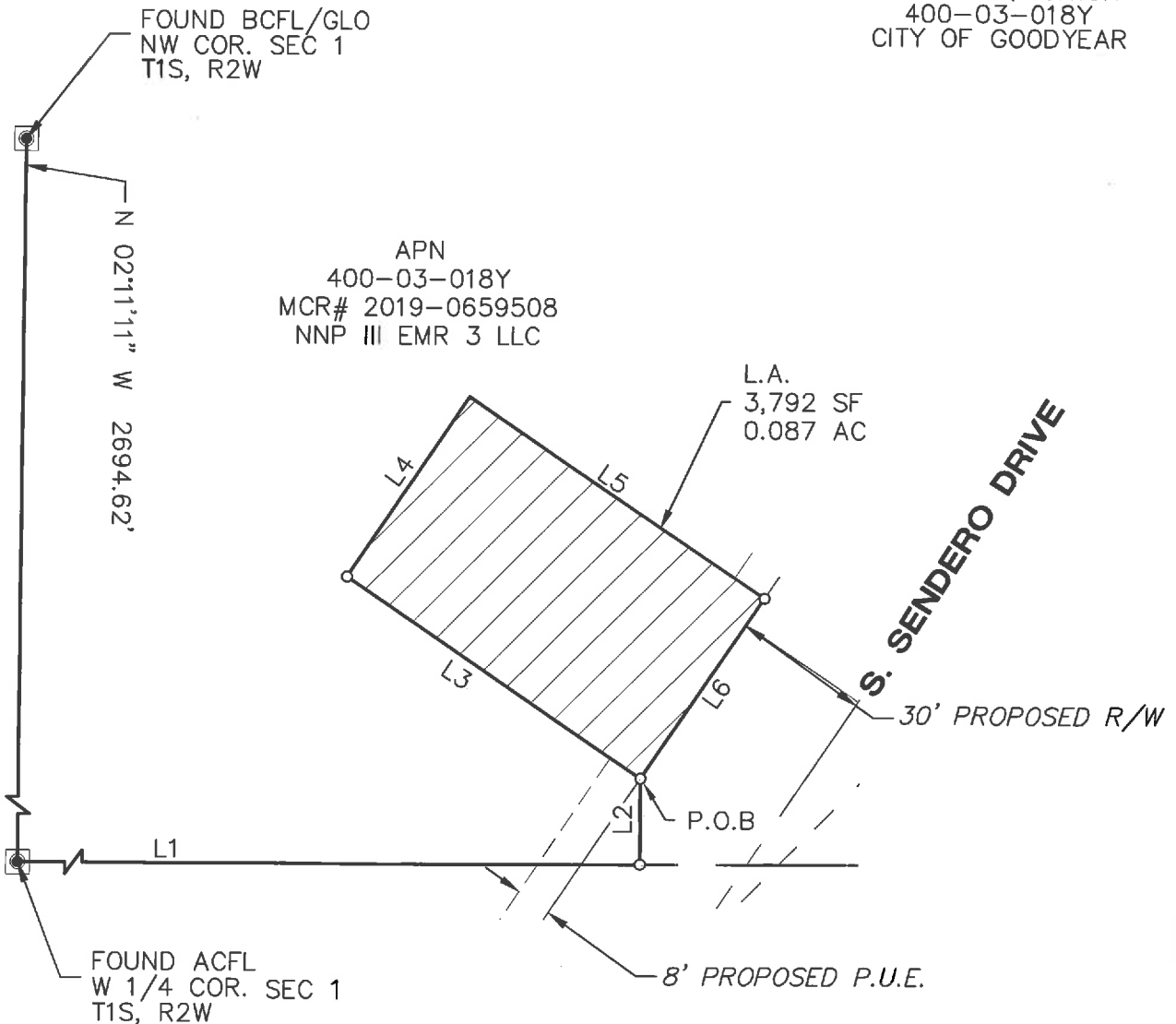
Thence continuing along said right-of-way line, South 33 degrees 59 minutes 40 seconds West a distance of 48.00 feet to the POINT OF BEGINNING.

Containing an area of 3,792 SQUARE FEET or 0.087 ACRES, more or less.

See attached Exhibit "B" drawing by reference made a part hereto

EXHIBIT "B"

LAND ACQUISITION
400-03-018Y
CITY OF GOODYEAR



SCALE: N.T.S.

Daniel G. Francetic

CITY OF GOODYEAR

APN 400-03-018Y

SECTION 1, T1S, R2W

LAND ACQUISITION

DATE: 04/12/21 REV'D:

DRAWN BY: GNL CHK'D: DGF PG: 2 OF 3

FILE: NEW 400-03-018Y_LA.DWG

LEGEND



LAND ACQUISITION

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST
QUARTER OF SECTION 1
BEARING N 02°11'11" W

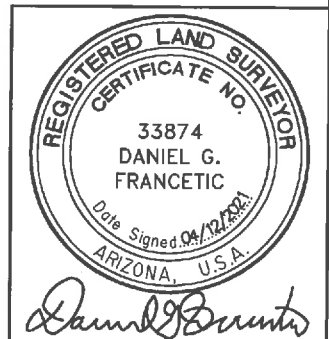


Entellus™

3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website www.entellus.com

APN 400-03-018Y

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89° 52' 37"E	266.37'
L2	N0° 07' 25"W	18.99'
L3	N56° 00' 20"W	79.00'
L4	N33° 59' 40"E	48.00'
L5	S56° 00' 20"E	79.00'
L6	S33° 59' 40"W	48.00'



LEGEND



LAND ACQUISITION

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST
QUARTER OF SECTION 1
BEARING N 02°11'11" W



Entellus™

3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website www.entellus.com

CITY OF GOODYEAR

APN 400-03-018Y

SECTION 1, T1S, R2W

LAND ACQUISITION

DATE: 04/12/21 REV'D:

DRAWN BY: GNL CHK'D: DGF PG: 3 OF 3

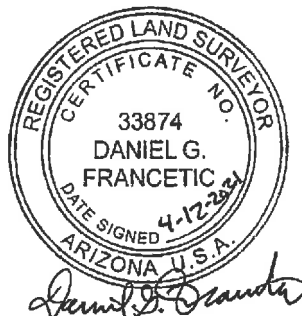
FILE: NEW 400-03-018Y_LA.DWG

400-03-018Y LA AREA BOUNDARY
Polyline Report

Mon Apr 12 09:31:02 2021

Northing	Easting	Bearing	Distance
862507.287	547512.082		
		N 56°00'20" W 79.000	
862551.457	547446.584		
		N 33°59'40" E 48.000	
862591.253	547473.422		
		S 56°00'20" E 79.000	
862547.083	547538.920		
		S 33°59'40" W 48.000	
862507.287	547512.082		

Closure Error Distance> 0.00000 Error Bearing> N 90°00'00" E
Closure Precision> 1 in 1542796254003.4 Total Distance> 254.000
Polyline Area: 3792.0 sq ft, 0.0871 acres

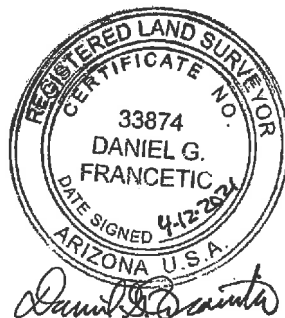


400-03-018Y LA TIE LINE
Polyline Report

Mon Apr 12 09:28:30 2021

Northing	Easting	Bearing	Distance
862487.722	547245.756		
		N 89°52'37" E	266.368
862488.295	547512.123		
		N 00°07'25" W	18.992
862507.287	547512.082		

Closure Error Distance> 267.04409 Error Bearing> S 85°47'54" W
Closure Precision> 1 in 1.1 Total Distance> 285.360
Area not calculated because polyline not closed



ITEM #: 13.
DATE: 07/11/2022
AI #:954



CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION FOR W. ARDMORE ROAD

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

OTHER PRESENTER(S):

Amy Weidman, Harvard Investments

SUMMARY

A map of dedication to dedicate the right-of-way required to construct approximately 500 feet of W. Ardmore Drive.

Recommendation

Approve the Map of Dedication for W Ardmore Road, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Map of Dedication (MOD) required by the City Engineer or his designee shall be made prior to the recordation of the Map of Dedication;
2. Prior to recordation of this MOD, Owner shall provide a current title report and the MOD shall be revised to reflect current the current ownership of the property included within the MOD and shall include a Lender's Consent for all lenders with an interest in the property included within the MOD;
3. Prior to recordation of the Map of Dedication, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the MOD is authorized to do so;
4. Prior to recordation of the MOD, the easements identified in the MOD as being dedicated by separate instrument shall be recorded, and the recording information needs to be inserted, this includes the Public Utility and Sidewalk Easements (identified as PUE), and the Access Easement (identified as Access Easement); and
5. The west and east boundary of the section of West Ardmore Road being dedicated in this MOD connects with portions of West Ardmore Road located with that certain real properties currently known as Estrella Parcel 11.E.1 and Estrella Parcel 11.F1. This MOD shall not be recorded until the Final Plat for Estrella Parcel 11.E.1 and Estrella parcel 11.F1 have been recorded.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The preliminary plat for the adjacent Estrella Parcel 11.E and 11.F1 subdivision was approved by the City Council on February 24, 2020. Final Plats for Estrella Parcels 11.E and 11.F1 are being presented to council for approval by separate action concurrently with this MOD.

STAFF ANALYSIS

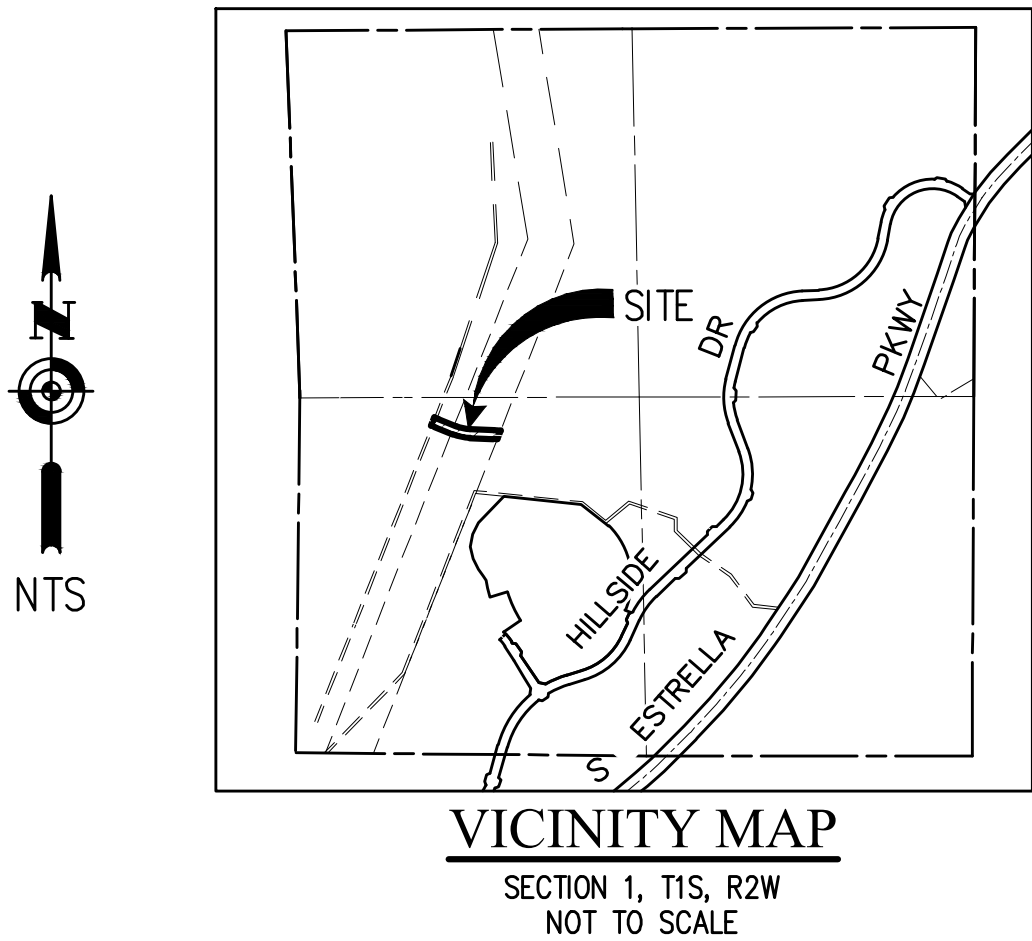
The right-of-way included within the Map of Dedication for W Ardmore Road is needed to provide access and connectivity to and between property being developed that is included within the Final Plat for Estrella Parcel 11.E and within the Final Plat for Estrella Parcel 11.F1.

Attachments

Map of Dedication

Aerial Photo

MAP OF DEDICATION
FOR
"W ARDMORE ROAD"
A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, CITY OF GOODYEAR,
MARICOPA COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY PUBLISHES THIS MAP OF DEDICATION FOR "W ARDMORE ROAD", A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN HEREON AND HEREBY DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVEN DIMENSIONS OF THE RIGHT-OF-WAY PERTAINING TO W ARDMORE ROAD, AND THAT THE STREET SHALL BE KNOWN BY THE NAME GIVEN ON THIS MAP OF DEDICATION.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, THE STREET SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN, AND THE CITY OF GOODYEAR, BY ITS APPROVAL BELOW HEREBY ACCEPTS FOR USE AS A PUBLIC STREET, THE RIGHT-OF-WAY AS SHOWN ON THIS MAP OF DEDICATION.

IN WITNESS WHEREOF, ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20__.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER

BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

DEDICATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS

BEFORE ME THIS ____ DAY OF _____, 20____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE _____ OF ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS AND ASSIGNS, AS OWNER, AND ACKNOWLEDGED THE HE/SHE _____ AS _____ FOR ESTRELLA NORTH LLC, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 20__.

BY _____ ATTEST _____
MAYOR CITY CLERK

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY OF _____, 20__.

BY _____ DATE _____
CITY ENGINEER

LENDERS CONSENT AND SUBORDINATION

THE UNDERSIGNED, AS THE BENEFICIARY UNDER A CERTAIN DEED OF TRUST DATED APRIL 8TH, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493. ENCUMBERING THE PROPERTY SUBJECT TO THIS MAP OF DEDICATION FOR "W ARDMORE ROAD", HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS MAP OF DEDICATION FOR "W ARDMORE ROAD" AND DOES HEREBY RELEASE FROM THE DEED OF TRUST AND THE LOAN SECURED THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE, AS SHOWN ON THIS MAP OF DEDICATION FOR "W ARDMORE ROAD". IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT ON BEHALF OF THE LENDER AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST DATED APRIL 8TH, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0404493.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____ DATE _____
AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

THE FOREGOING INSTRUMENT (MAP OF DEDICATION FOR "W ARDMORE ROAD") WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____, BY _____, AS _____, OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

A PORTION OF PARCEL "A" OF THE MINOR LAND DIVISION MAP OF "LUCERO PARK", RECORDED AS BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS (MCR), SITUATED WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE (GLO) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 1, FROM WHICH A GLO BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 01°4'06" EAST (BASIS OF BEARING), A DISTANCE OF 2,641.01 FEET;

THENCE ALONG THE EAST LINE OF SAID SECTION 1, NORTH 01°4'06" EAST, A DISTANCE OF 2,315.52 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89° 45' 54" WEST, A DISTANCE OF 3,494.15 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE, BEING A POINT ON THE EAST LINE OF THAT CERTAIN 330' WIDE EASEMENT DESCRIBED IN DOCKET 11617, PAGE 174, MCR AND INSTRUMENT NUMBER 88-243783, MCR AND INSTRUMENT NUMBER 84-0483397, MCR AND BEING THE TRUE POINT OF BEGINNING;

THENCE WESTERLY, DEPARTING SAID EAST LINE OF SAID EASEMENT, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 575.00 FEET, CONCAVE SOUTHERLY, WHOSE RADIUS BEARS SOUTH 5°37'07" WEST, THROUGH A CENTRAL ANGLE OF 3°09'58", A DISTANCE OF 31.77 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 87°32'50" WEST, A DISTANCE OF 172.67 FEET, TO THE BEGINNING OF A TANGENT CURVE;

THENCE WESTERLY ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 19°02'23", A DISTANCE OF 124.61 FEET, TO A POINT OF TANGENCY;

THENCE NORTH 68°30'27" WEST, A DISTANCE OF 141.91 FEET, TO THE BEGINNING OF A TANGENT CURVE;

THENCE NORTHWESTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 375.00 FEET, CONCAVE NORTHEASTERLY, THROUGH A CENTRAL ANGLE OF 4°24'25", A DISTANCE OF 28.84 FEET, TO THE BEGINNING OF A NON-TANGENT LINE, BEING A POINT ON THE WEST LINE OF THAT CERTAIN 20' WIDE EASEMENT DESCRIBED IN INSTRUMENT NUMBER 89-252752, MCR;

THENCE NORTH 21°28'39" EAST, ALONG SAID WEST LINE OF SAID EASEMENT, A DISTANCE OF 50.17 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY, DEPARTING SAID WEST LINE, ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 26°34'53" EAST, THROUGH A CENTRAL ANGLE OF 5°05'21" A DISTANCE OF 28.87 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 68°30'27" EAST, A DISTANCE OF 141.91 FEET, TO THE BEGINNING OF A TANGENT CURVE;

THENCE EASTERLY, ALONG SAID TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 325.00 FEET, CONCAVE NORTHERLY, THROUGH A CENTRAL ANGLE OF 19°02'23", A DISTANCE OF 108.00 FEET, TO A POINT OF TANGENCY;

THENCE SOUTH 87°32'50" EAST, A DISTANCE OF 172.67 FEET, TO THE BEGINNING OF A TANGENT CURVE;

THENCE EASTERLY, ALONG SAID TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 625.00 FEET, CONCAVE SOUTHERLY, THROUGH A CENTRAL ANGLE OF 4°27'55", A DISTANCE OF 48.71 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, BEING ALSO A POINT ON THE EAST LINE OF SAID 330' WIDE EASEMENT DESCRIBED IN DOCKET 11617, PAGE 174, MCR AND INSTRUMENT NUMBER 88-243783, MCR AND INSTRUMENT NUMBER 84-0483397;

THENCE SOUTH 21° 29' 33" WEST, ALONG SAID EAST LINE OF SAID EASEMENT, A DISTANCE OF 51.82 FEET, TO THE TRUE POINT OF BEGINNING.

UTILITIES

ELECTRIC - ARIZONA PUBLIC SERVICE (APS)
TELEPHONE - CENTURY LINK/COX COMMUNICATIONS
CABLE - COX COMMUNICATIONS
GAS - SOUTHWEST GAS
WATER - CITY OF GOODYEAR
SEWER - CITY OF GOODYEAR
FIRE - CITY OF GOODYEAR
POLICE - CITY OF GOODYEAR
FIRE - CITY OF GOODYEAR
RECLAIMED WATER - PRIVATE

NOTE

W ARDMORE ROAD TO BE CONSTRUCTED CONCURRENT WITH, OR PRIOR TO, PARCELS 11.F1 AND 11.E

PROPERTY OWNER / DEVELOPER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, AZ 85255
TEL: (480) 348-1118
CONTACT: TIM BRISLIN
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM

ENGINEER/SURVEYOR

HUITT-ZOLLARS, INC.
5050 N. 40TH ST., SUITE 100
PHOENIX, AZ 85018
TEL: (602) 252-8384
FAX: (602) 252-8385
CONTACT: JODY A. STONE, RLS
EMAIL: JSTONE@HUITT-ZOLLARS.COM

TAX ASSESSORS PARCEL NUMBER

PARCEL # 400-04-723A

SHEET INDEX

SHEET 1 COVER SHEET, SITE DATA, APPROVALS, NOTES, LEGAL DESCRIPTION,
SHEET 2 PLAT SHEET, SURVEYOR'S NOTES, LINE & CURVE TABLES, RIGHT-OF-WAY TABLE AND LEGEND

GROSS AREA

29,001 SQUARE FEET (0.6658 ACRES)

BASIS OF BEARING

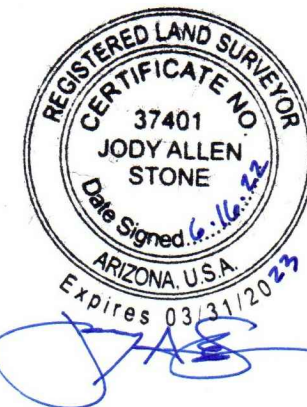
THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 01°14'06" EAST (BASIS OF BEARING), BETWEEN THE FOUND GLO BRASS CAP MONUMENTING THE SOUTHEAST CORNER OF SAID SECTION 1 AND THE FOUND GLO BRASS CAP MONUMENTING THE EAST QUARTER CORNER OF SAID SECTION 1.

SURVEYOR'S CERTIFICATION

I, JODY STONE, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THE SUBDIVISION PLATED HEREON, CONSISTING OF TWO (2) SHEETS, HAS BEEN PREPARED FROM A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF MAY 2019, AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS: ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.

JODY ALLEN STONE, RLS
ARIZONA R.L.S. 37401

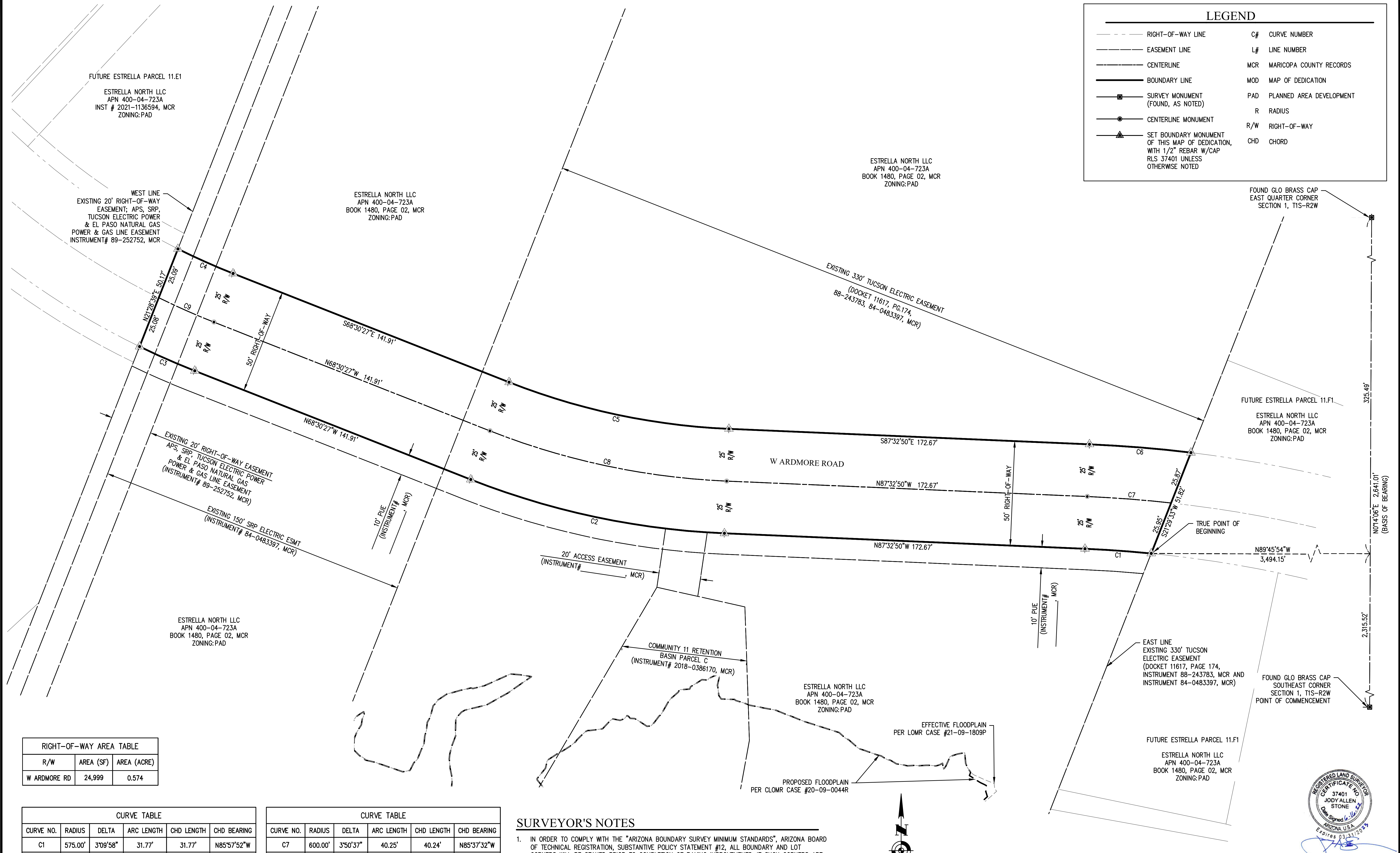
6/16/2022
DATE



MAP OF DEDICATION
FOR
"W ARDMORE ROAD"
AREA 0.574 AC SHEET 1 OF 2
Job No: 18-004-08 Date: 6/16/2022

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LEGEND

--- RIGHT-OF-WAY LINE

--- EASEMENT LINE

--- CENTERLINE

--- BOUNDARY LINE

SURVEY MONUMENT
(FOUND, AS NOTED)

CENTERLINE MONUMENT

SET BOUNDARY MONUMENT
OF THIS MAP OF DEDICATION,
WITH 1/2" REBAR W/CAP
RLS 37401 UNLESS
OTHERWISE NOTED

C#

 CURVE NUMBER

L#

 LINE NUMBER

MCR

 MARICOPA COUNTY RECORDS

MOD

 MAP OF DEDICATION

PAD

 PLANNED AREA DEVELOPMENT

R

 RADIUS

R/W

 RIGHT-OF-WAY

CHD

 CHORD

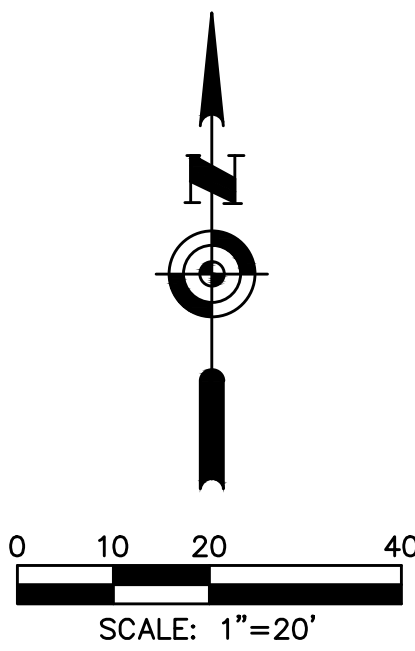
RIGHT-OF-WAY AREA TABLE		
R/W	AREA (SF)	AREA (ACRE)
W ARDMORE RD	24,999	0.574

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C1	575.00'	3°09'58"	31.77'	31.77'	N85°57'52"W
C2	375.00'	19°02'23"	124.61'	124.04'	N78°01'39"W
C3	375.00'	4°24'25"	28.84'	28.84'	N66°18'15"W
C4	325.00'	5°05'21"	28.87'	28.86'	S65°57'47"E
C5	325.00'	19°02'23"	108.00'	107.50'	S78°01'39"E
C6	625.00'	4°27'55"	48.71'	48.70'	S85°18'53"E

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C7	600.00'	3°50'37"	40.25'	40.24'	N85°37'32"W
C8	350.00'	19°02'23"	116.31'	115.77'	N78°01'39"W
C9	350.00'	4°43'25"	28.85'	28.85'	N66°08'45"W

SURVEYOR'S NOTES

- IN ORDER TO COMPLY WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS", ARIZONA BOARD OF TECHNICAL REGISTRATION, SUBSTANTIVE POLICY STATEMENT #12, ALL BOUNDARY AND LOT CORNERS WILL BE STAKED PRIOR TO COMPLETION OF PAVING IMPROVEMENTS, IF SUCH CORNERS ARE SET UNDER THE SUPERVISION OF AN ARIZONA REGISTERED LAND SURVEYOR OTHER THAN THE ONE WHOSE NAME APPEARS ON THIS PLAT, A SEPARATE RESULTS OF SURVEY DRAWING FOR THESE CORNERS WILL NEED TO BE RECORDED.
- ALL CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR AND CAPPED OR TAGGED, BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT AT THE TIME OF CONSTRUCTION.
- ALL CURVES ARE TANGENT, COMPOUND, OR REVERSE UNLESS NOTED OTHERWISE.



MAP OF DEDICATION
FOR
"W ARDMORE ROAD"

AREA 0.574 AC

SHEET 2 OF 2

Job No: 18-004-08

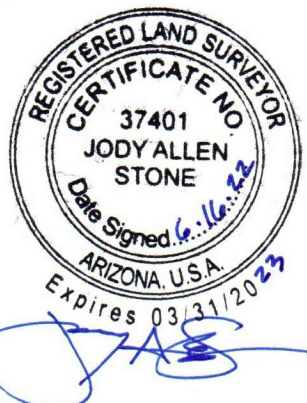
Date: 6/16/2022

HUITT-ZOLIARS

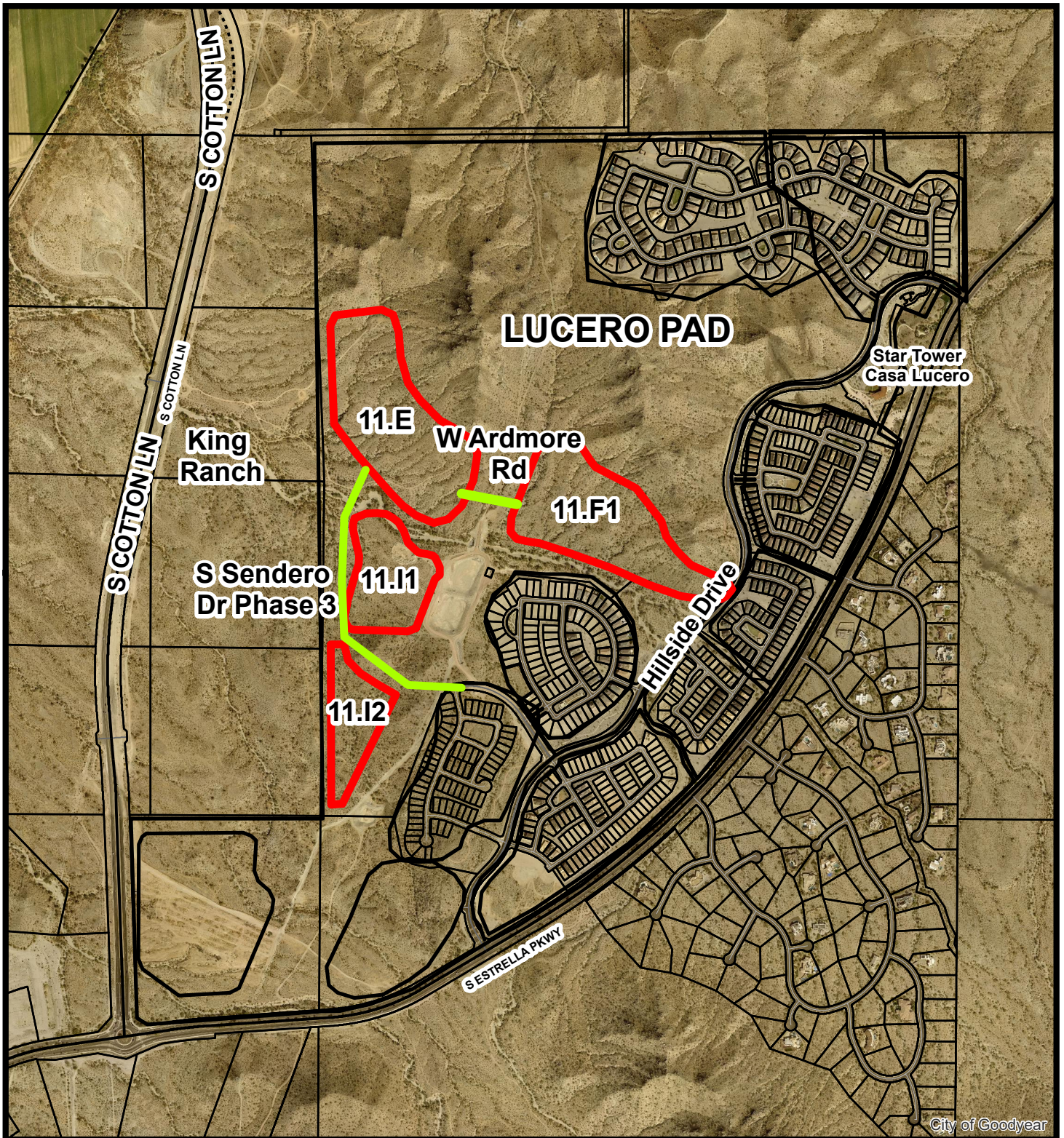
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www.huitt-zoliars.com

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Aerial Photo Map of Dedication for West Ardmore Road



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: April 22, 2022



ITEM #: 14.
DATE: 07/11/2022
AI #:955



CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION FOR SOUTH SENDERO DRIVE PHASE 3

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

OTHER PRESENTER(S):

Amy Weidman, Harvard Investments

SUMMARY

A map of dedication to dedicate the right-of-way required to construct approximately 0.47 miles of South Sendero Drive extended west from its current location.

Recommendation

Approve the Map of Dedication for South Sendero Drive - Phase 3, subject to stipulations.
(Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to the Map of Dedication (MOD) required by the City Engineer or his designee shall be made prior to the recordation of the MOD;
2. Prior to recordation of this MOD, Owner shall provide a current title report and the MOD shall be revised to reflect current the current ownership of the property included within the MOD and shall include Lender's Consent for all lenders with an interest in the property included within the MOD;
3. Prior to recordation of the Map of Dedication, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party executing the MOD is authorized to do so;
4. Prior to recordation of the MOD, the easements identified in the MOD as being dedicated by separate instrument shall be recorded, and the recording information needs to be inserted, this includes the Public Utility and Sidewalk Easements (identified as PUE); and
5. The northern boundary of the section of South Sendero Drive being dedicated in this MOD connects with a portion of the South Sendero Drive located with that certain real property currently known as Estrella Parcel 11.E. This MOD shall not be recorded until the Final Plat for Estrella Parcel 11.E. has been recorded.

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 Final Plat for Estrella Parcel 11.H subdivision was approved by the City Council on September 13, 2021, and Final Plats for Estrella Parcels 11.I1, 11.I2, and 11.E are being presented to council for approval by separate action concurrently with this MOD.

STAFF ANALYSIS

The right-of-way included within the Map of Dedication for South Sendero Drive – Phase 3 is needed to provide access and connectivity to and between property being developed included within the Final Plats for Estrella Parcels 11.H, 11.I1, 11.I2, and 11.E.

Attachments

Map of Dedication
Aerial Photo

CONTAINING 3.4842 ACRES.

MY COMMISSION EXPIRES _____

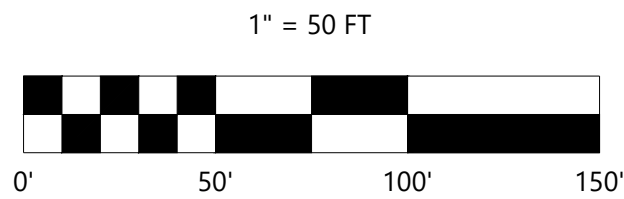
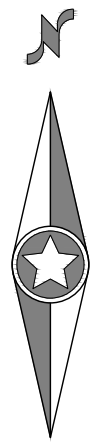


NOTARY PUBLIC _____ DATE _____

152,008 S.F. (3.4896 ACRES)

BY:
MICHAEL A. BANTA, RLS
RLS# 38175
WESTWOOD PROFESSIONAL SERVICES
6909 EAST GREENWAY PARKWAY, SUITE 250
SCOTTSDALE, ARIZONA 85254
PHONE: (480) 747-6558





LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S78°58'19"W	50.02'
L2	N56°55'01"W	28.57'
L3	S78°40'08"W	54.42'
L4	N78°40'08"E	54.42'
L5	S89°34'45"W	29.63'
L6	N5°11'51"E	29.63'
L7	S48°33'26"E	60.51'
L8	S53°47'00"E	58.02'
L9	S8°47'00"E	20.00'
L10	S36°13'00"W	28.28'
L11	S8°47'00"E	26.64'
L12	S36°05'01"E	28.28'
L13	S84°54'59"W	50.00'
L14	S53°54'59"W	28.28'
L15	N11°19'52"W	60.00'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	700.00'	216.24'	17°41'59"	N00° 04' 00"E	215.38'
C2	670.00'	206.97'	17°41'59"	N00° 04' 00"E	206.15'
C3	730.00'	225.51'	17°41'59"	N00° 04' 00"E	224.61'

SHEET NUMBER:

3 OF 2

OF

DATE: 06-25-2022
PROJ: 0017340

PROJ: 0017340

MAP OF DEDICATION

GOODYEAR, ARIZONA

Westwood

Phone (480) 747-6558
Fax (480) 367-8025
6909 East Greenway Parkway, Suite 250
Scottsdale, AZ 85254
westwoodps.com
Westwood Professional Services, Inc.

DESIGNED:	WPS
CHECKED:	MAB
DRAWN:	HTO
FIELD CREW:	
FIELD WORK DATE:	
SCALE:	#"
SCALE:	1" =
	HORIZONTAL
	VERTICAL

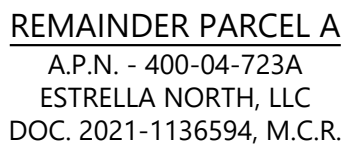
INITIAL ISSUE: _____

REV: Δ _____

REV: Δ _____

REV: Δ _____

REV: Δ _____



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S78°58'19"W	50.02'
L2	N55°55'01"W	28.57'
L3	N76°40'08"W	54.42'
L4	N78°40'08"E	54.42'
L5	S89°34'45"W	29.63'
L6	N51°11'51"E	29.63'
L7	S48°33'26"E	60.51'
L8	S53°47'00"E	50.00'
L9	S84°70'00"E	28.02'
L10	S36°13'00"W	28.28'
L11	S84°70'00"E	26.64'
L12	S36°05'01"E	28.28'
L13	S84°54'59"W	50.00'
L14	S53°54'59"W	28.28'
L15	N11°19'52"W	60.00'

CURVE TABLE					
CURVE #	RADIUS	LENGTH	DELTA	CHORD BEARING	CHORD LENGTH
C1	700.00'	216.24'	17°41'59"	N00° 04' 00"E	215.38'
C2	670.00'	206.97'	17°41'59"	N00° 04' 00"E	206.15'
C3	730.00'	225.51'	17°41'59"	N00° 04' 00"E	224.61'

_____ . _____ . _____ . _____

_____ _____

- | | |
|---|-------------------------|
|  | SURVEY MONUMENT FLUSH |
|  | FOUND SURVEY MONUMENT |
|  | SET SURVEY MONUMENT |
| M.C.R. | MARICOPA COUNTY RECORD |
| A.P.N. | ASSESSOR PARCEL NUMBER |
| G.L.O. | GENERAL LAND OFFICE |
| R.O.W. | RIGHT OF WAY |
| P.U.E. | PUBLIC UTILITY EASEMENT |

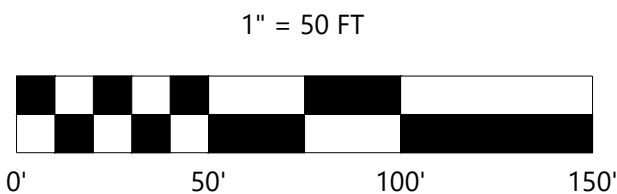
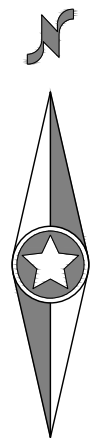
M.C.R. MARICOPA COUNTY RECORDER OFFICE

A.P.N. ASSESSOR PARCEL NUMBER

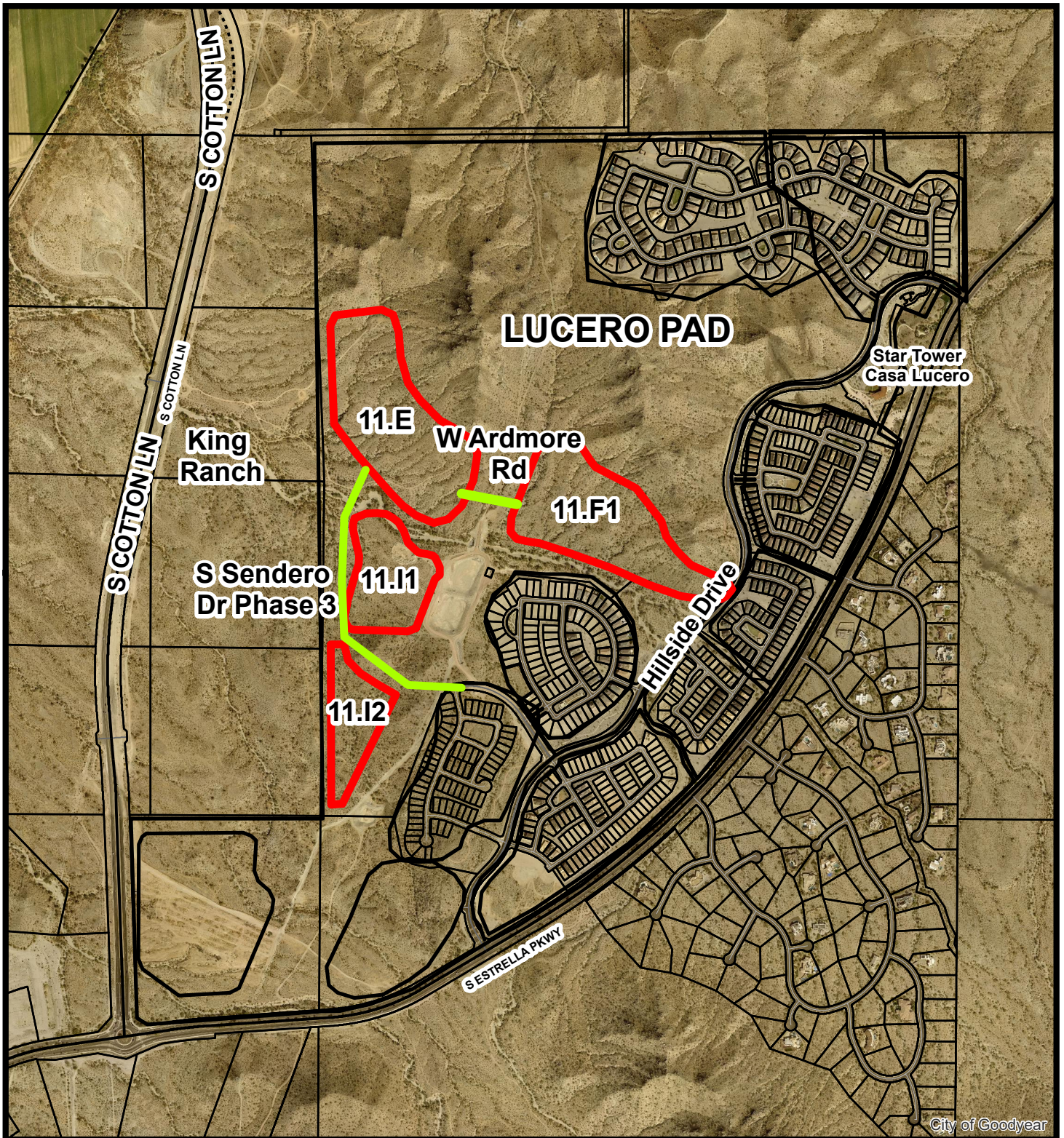
G.L.O. GENERAL LAND OFFICE

R.O.W. RIGHT OF WAY

P.U.E. PUBLIC UTILITY EASEMENT



**Aerial Photo
Map of Dedication for South
Sendero Drive Phase 3**



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: April 22, 2022



ITEM #: 15.
DATE: 07/11/2022
AI #:953



CITY COUNCIL ACTION REPORT

SUBJECT: FINAL PLATS OF ESTRELLA PARCELS 11.E, 11.F1, 11.I1, AND 11.I2

STAFF PRESENTER(S): Steve Scinto, Deputy Director of Development Engineering

OTHER PRESENTER(S):

Amy Weidman, Harvard Investments

SUMMARY

Final Plats of Estrella Parcel 11.E, 11.F1, 11.I1, 11.I2 (the "Community 11 Final Plats") subdividing approximately 62 acres into 211 lots and 14 tracts west of South Hillside Drive within the Lucero Community.

Recommendation

Approve the Final Plat for Estrella Parcel 11.E, the Final Plat for Estrella Parcel 11.F1, the Final Plat for Estrella Parcel 11.I1 and the Final Plat for 11.I2 (collectively the "Community 11 Final Plats") subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to any of the Community 11 Final Plats being approved herein required by the City Engineer or his designee shall be made prior to the recordation of such Community 11 Final Plat;
2. Prior to recordation of each of the Community 11 Final Plats, a separate and current title report shall be provided to the City Engineer or his/her designee for the property included within the boundaries of each of the Community 11 Final Plats (the "Platted Property"). Each of the Community 11 Final Plats shall be modified to reflect the current ownership and current lender as reflected in the current title report, including a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Platted Property. No Community 11 Final Plat shall be recorded if the current title report provided for such Community 11 Final Plat reflects any interest in the Platted Property inconsistent with or adverse to the dedications, conveyances, or other property interests created or conveyed in such Community 11 Final Plat.
3. Prior to recordation of each of the Community 11 Final Plats, documentation acceptable to the City Attorney or his/her designee shall be provided demonstrating that the party

executing such final plat is authorized to do so

4. Prior to recordation of any of the Community 11 Final Plats, fully executed copies of all of the easements and conveyances identified in the Community 11 Final Plats as being conveyed by separate instrument shall be recorded in the official records of the Maricopa County Recorder (“MCR”) and the recording information for each recorded conveyance (easement, special warranty deed and Map of Dedication) shall be inserted in the Community 11 Final Plats as applicable. This includes all of the following:
 - a. The Map of Dedication for W. Ardmore Road being approved by separate action during the July 11, 2022, regular meeting of the Goodyear City Council
 - b. The Map of Dedication for S. Sendero Drive Phase 3 being approved by separate action during the July 11, 2022, regular meeting of the Goodyear City Council
 - c. The Special Warranty Deed for the Sendero Lift Station being approved by separate action during the July 11, 2022, regular meeting of the Goodyear City Council
 - d. The easement needed for the Sendero Lift Station force main that will be located north of Estrella Parcel 11.I1 and will connect to an existing 20’ wide sanitary sewer easement as recorded in the MCR at instrument 2018-0386172
 - e. A public utility easement along the section of W. Ardmore Road that is subject to the Map of Dedication for W. Ardmore Road referred to above
 - f. Public utility easements along the sections of S. Sendero Drive including the section of S. Sendero Drive that is subject to the Map of Dedication for S. Sendero Drive referred to above
 - g. An Access Easement – Ardmore Connection to connect the future Ardmore Road right-of-way to an existing access easement recorded in the MCR at instrument 2018-03861701.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The preliminary plat for each respective parcel was approved by City Council on the dates listed below.

- Estrella Parcel 11.E was approved by the City Council on December 17, 2018. A one-year extension of the preliminary plat approval was extended by City Council on February 24, 2020.
- Estrella Parcel 11.F1 was approved by the City Council on February 29, 2019. A one-year extension of the preliminary plat approval was extended by City Council on February 24, 2020.
- Estrella Parcel 11.I1 was approved by the City Council on February 8, 2021.
- Estrella Parcel 11.I2 was approved by the City Council on April 26, 2021.

STAFF ANALYSIS

This Council Action Report has been combined for the four respective final plats because the approval of each subdivision is contingent on all of them being approved and to provide for a more efficient approval process. The four subdivision plats will be recorded separately.

The proposed subdivisions are consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provide for the orderly development of the property by identifying the required infrastructure needed to serve the property within each subdivision final plat. The Final Plats are in substantial conformance with the Preliminary Plats described above, and as set forth in the Council Action Reports for the Preliminary Plats for Estrella Parcel 11.E, the Council Action Reports for the Preliminary Plats for Estrella Parcel 11.F1, the Council Action Reports for the Preliminary Plats for Estrella Parcel 11.I1 and the Council Action Reports for the Preliminary Plats for Estrella Parcel 11.I2, all of which are on file with the Goodyear City Clerk, each of the proposed subdivisions is consistent with the General Plan and will not adversely impact the surrounding area.

Attachments

Aerial Photo

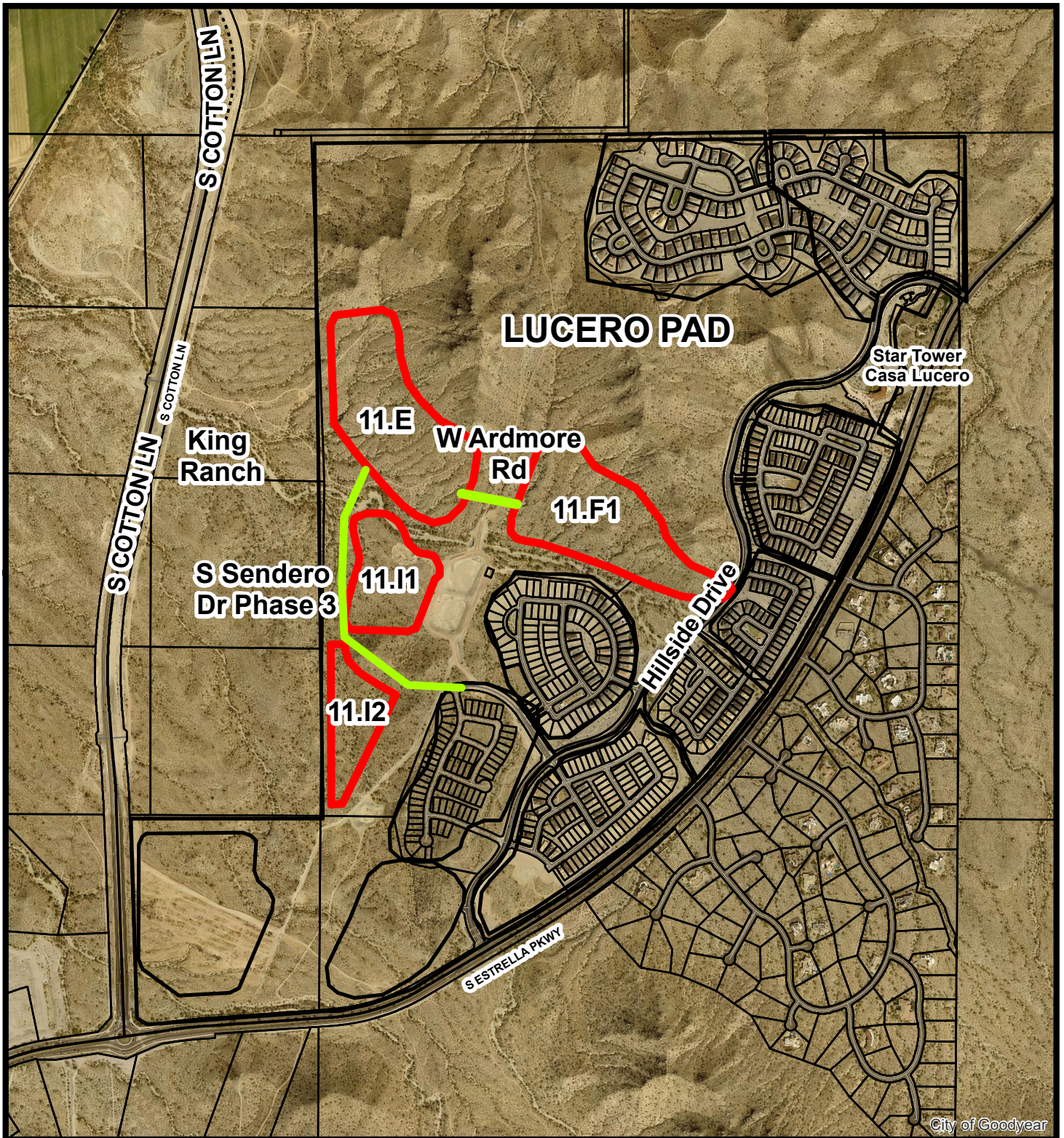
Final Plat - 11.E

Final Plat - 11.F1

Final Plat - 11.I1

Final Plat - 11.I2

**Aerial Photo
Estrella Parcels 11.E, 11.F1, 11.I1, and 11.I2
Final Plats**



Drawn By: Alex Lestinsky
City of Goodyear Development Services Department
Date: April 22, 2022



DEDICATION

STATE OF ARIZONA

COUNTY OF MARICOPA

KNOW ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME "ESTRELLA - PARCEL 11.E1", A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS FINAL PLAT AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT, EASEMENT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID FINAL PLAT.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS, AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, ALL STREETS AS SHOWN ON SAID FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS ("PUE") IN TRACTS A, B, C, AND D AND IN LOTS AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITIES IN, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY OF GOODYEAR AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENTS AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, PERPETUAL, NON-EXCLUSIVE VEHICLE NON ACCESS EASEMENTS ("VNAE") UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSES OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR PERPETUAL NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER AND ACROSS TRACTS A, B, C, AND D INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE EASEMENT AREAS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS, THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALL, RETENTION BASINS AND THE LIKE INCLUDED IN GRADING AND DRAINAGE IMPROVEMENT PLANS APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "DRAINAGE FACILITIES"). OWNER AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR: CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVE THE "MAINTENANCE WORK"). THE CITY OF GOODYEAR IS NOT OBLIGATED TO PERFORM ANY OF THE MAINTENANCE WORK, BUT IF THE GOODYEAR CITY ENGINEER, THE GOODYEAR DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM ANY OF THE MAINTENANCE WORK, THE CITY OF GOODYEAR MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY OF GOODYEAR FOR ALL COSTS THE CITY OF GOODYEAR INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY OF GOODYEAR HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM UNDER THIS DRAINAGE EASEMENT. THE DRAINAGE EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, C, AND D.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS, STREETS AND TRACTS FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, ESTRELLA JOINT COMMITTEE, INC. AND THEIR MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE UNREASONABLY WITHHELD.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A-D INCLUSIVE WITHIN THIS FINAL PLAT AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND SUBJECT TO THE EASEMENTS AND COVENANTS SET FORTH HEREIN, DEDICATES AND CONVEYS TO THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION TRACTS A, B, C, AND D AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT A DESIGNATED AS "WLE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERRECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WATER AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER AND ACCESS EASEMENT AREAS

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN TRACT A DESIGNATED AS "EMERGENCY ACCESS ESMT" AS SHOWN ON THIS PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "ACCESS EASEMENT(S)"). THE ACCESS EASEMENT(S) DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THE ACCESS EASEMENT(S) ARE TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND 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 ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE 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"). OWNER 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. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL

FINAL PLAT
FOR
ESTRELLA - PARCEL 11.E
A PORTION OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION (CONTINUED)

REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT(S) DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREA(S).

IN WITNESS WHEREOF, ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER

BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

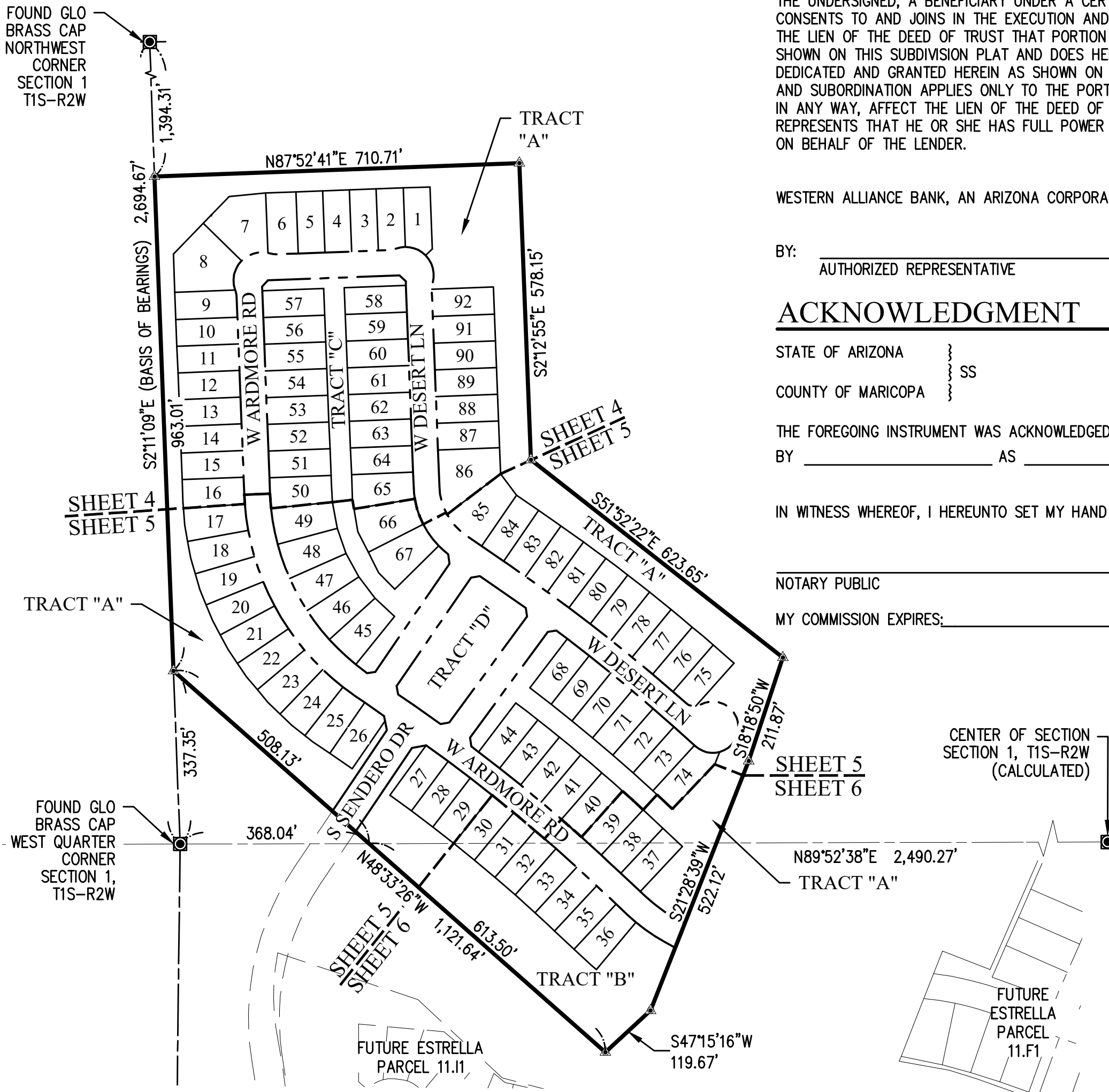
BY: _____
NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

RATIFICATION & CONSENT

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS FINAL PLAT OF "ESTRELLA PARCEL 11.E AND RATIFIES, ACKNOWLEDGES, AFFIRMS, APPROVES, CONSENTS AND ACCEPTS THE DEDICATIONS, CONVEYANCES AND RESPONSIBILITIES SET FORTH THEREIN.

NAME: _____
TITLE: _____ DATE: _____



SECTIONAL / BOUNDARY & KEY MAP

NOT TO SCALE

NOTE

PARCEL 11.F1 AND ARDMORE ROAD TO BE CONSTRUCTED CONCURRENT WITH, OR PRIOR TO, PARCEL 11.E

DEDICATION ACKNOWLEDGMENT

STATE OF _____ }
COUNTY OF _____ } SS
BEFORE ME THIS ____ DAY OF _____, 20____, _____ PERSONALLY APPEARED
BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF/HERSELF TO BE THE
ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS
OWNER, AND ACKNOWLEDGED THE HE/SHE _____ AS _____ FOR ESTRELLA NORTH LLC,
EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

ACKNOWLEDGMENT FOR RATIFICATION

STATE OF _____ }
COUNTY OF _____ } SS
BEFORE ME THIS ____ DAY OF _____, 20____, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO
ACKNOWLEDGED HIMSELF / HERSELF TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE INSTRUMENT WITHIN, AND
WHO EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSE THEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

LENDERS CONSENT AND SUBORDINATION

THE UNDERSIGNED, A BENEFICIARY UNDER A CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS SUBDIVISION PLAT AND DOES HEREBY RELEASE FROM THE LIEN OF THE DEED OF TRUST THAT PORTION OF THE PROPERTY CONVEYED AND DEDICATED TO THE CITY HEREIN AS SHOWN ON THIS SUBDIVISION PLAT AND DOES HEREBY SUBORDINATE THE LIEN OF THE DEED OF TRUST TO THE EASEMENTS DEDICATED AND GRANTED HEREIN AS SHOWN ON THIS SUBDIVISION PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED AND SHALL NOT, IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDERS CONSENT AND SUBORDINATION ON BEHALF OF THE LENDER.

WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION

BY: _____
AUTHORIZED REPRESENTATIVE _____ DATE _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____,
BY _____ AS _____, OF WESTERN ALLIANCE BANK, AN ARIZONA CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC _____ DATE _____
MY COMMISSION EXPIRES: _____

PROPERTY OWNER /
DEVELOPER

ESTRELLA NORTH LLC
17700 N PACESETTER WAY, SUITE 100
SCOTTSDALE, AZ 85255
TEL: (480) 348-1118
CONTACT: TIM BRISLIN
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM

SURVEYOR

HOSKIN RYAN CONSULTANTS/HUITT-ZOLLARS
5050 N. 40TH STREET, SUITE 100
PHOENIX, ARIZONA 85018
TEL: (602) 252-8384
FAX: (602) 252-8385
CONTACT: JODY A. STONE, RLS
EMAIL: JSTONE@HUITT-ZOLLARS.COM

TAX ASSESSORS PARCEL NUMBER

PARCEL # 400-04-723A

SHEET INDEX

SHEET 1 COVER SHEET, KEY MAP AND APPROVALS
SHEET 2 LOT & TRACT TABLES, SITE DATA, LEGAL DESCRIPTION, NOTES & LEGEND
SHEET 3 CURVE AND LINE TABLES, LOT AND SIGHT VISIBILITY DETAILS
SHEET 4-6 PLAT SHEETS

SURVEY BENCHMARK

BRASS CAP FLUSH @ CENTERLINE INTERSECTION OF SAN MIGUEL ROAD
AND ESTRELLA PARKWAY.
ELEVATION = 1028.37
GLO BRASS CAP AT THE EAST QUARTER
CORNER OF SECTION 14, T.1S, R.2W,
ELEVATION = 1093.46

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF SOUTH 02°11'09" EAST (BASIS OF BEARINGS), BETWEEN THE FOUND GLO MONUMENT AT THE NORTHWEST CORNER OF SAID SECTION 1 AND THE FOUND GLO MONUMENT LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 1.

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY
OF _____, 20____.

BY: _____ ATTEST: _____
MAYOR (JOSEPH PIZZILLO) CITY CLERK (DARCIE MCCracken)

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS ____ DAY
OF _____, 20____.

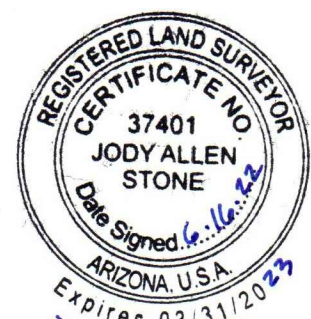
APPROVED BY: _____ DATE _____
CITY ENGINEER (SUMEET MOHAN)

SURVEYOR'S CERTIFICATION

I, JODY A. STONE, A DULY REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, DO HEREBY CERTIFY THAT THE SUBDIVISION PLATTED HEREON, CONSISTING OF SIX (6) SHEETS, HAS BEEN PREPARED FROM A SURVEY MADE UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JUNE 2019, AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT THE EXTERIOR BOUNDARIES OF SAID SUBDIVISION ARE, OR WILL BE MONUMENTED IN ACCORDANCE WITH THE "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS: ADOPTED ON 13 FEBRUARY 2002, AND THAT THE SIZE, LOCATION AND MATERIAL AS SHOWN HEREON ARE ACCURATE AS OF THE DATE OF THIS CERTIFICATION.

JODY ALLEN STONE, RLS
ARIZONA R.L.S. 37401

DATE 6/16/2022



FINAL PLAT
FOR
ESTRELLA - PARCEL 11.E

AREA 28.847 AC
SHEET 1 OF 6
Job No: 18-004-01
Date: 6/16/2022

HUITT-ZOLLARS

5050 N. 40th Street, Suite 100 | Phoenix, Arizona 85018
Office (602) 252-8384
www.huittzollars.com

ADVANCEDESIGN™

Land Planning • Hydrology • Land Development • Civil Engineering • Surveying

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRO). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CARGO PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - C. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
5. LANDSCAPED AREAS SHALL 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 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 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 TO ENSURE GOOD NORMAL GROWTH.
 - D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
 - E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, 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 THE LANDSCAPING MEETS CITY APPROVAL.
6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEOWNER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S.
13. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
14. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (LOTS 26, 27, 44, 45, 57, 58, 67 AND 68). NOTED WITH AN "A".
15. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (LOTS 26, 27, 44, 45, 57, 58, 67 AND 68). NOTED WITH A "\$".
16. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (LOTS 1, 7, 8, 25, 27, 81, AND 84). NOTED WITH A "BB".
17. VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOTS. (4-6, 11-16, 32, 40, 41, 50-55, 61-65, 80 AND 86-89). NOTED WITH A "#".
18. PER THE APPROVED ESTRELLA MASTER WATER SYSTEM MODEL UPDATE (H.T.E. # 16-4315) APPROVED ON JULY 26, 2017, ALL HOMES CONSTRUCTED ON BUILDING PADS GRADED BELOW AN ELEVATION OF 987.00 FEET REQUIRE THE INSTALLATION OF AN INDIVIDUAL HOME PRESSURE REDUCING VALVE. BASED ON THE 11.E GRADING DESIGN, CONTRACTOR TO INSTALL INDIVIDUAL HOME PRESSURE REDUCING VALVES IN LOTS. (4-57 AND 62-88). NOTED WITH A "I".
19. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED

DESCRIPTION	SQUARE FEET	ACRES
GROSS AREA	1,256,594	28.847
STREET ROW	206,938	4.751
NET AREA	1,049,653	24.096
LOT SIZE (MIN)	52'x120'	
TOTAL NUMBER OF LOTS	92	
AREA SUBDIVIDED INTO LOTS	616,811	14.160
AVERAGE LOT SIZE	6,704	0.154
GROSS DENSITY	3.19 DU/ACRE	
OPEN SPACE	432,842	9.937
% OF GROSS AREA IN OPEN SPACE	34.4 %	
EXISTING ZONING	P.A.D.	

TRACT AREA & USE TABLE				
TRACT NAME	AREA (SF)	AREA (ACRE)	USE	OWNERSHIP AND MAINTENANCE RESPONSIBILITY
TRACT "A"	266,389	6.115	OPEN SPACE, LANDSCAPE, DRAINAGE, EMERGENCY ACCESS EASEMENT, WATER LINE EASEMENT "WLE", PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "B"	88,315	2.027	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "C"	42,389	0.973	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "D"	35,748	0.821	OPEN SPACE, PARK, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
1 **	6,359	0.146
2	6,268	0.144
3	6,241	0.143
4 # !	6,240	0.143
5 # !	6,240	0.143
6 # !	7,032	0.161
7 ** !	11,129	0.255
8 ** !	12,279	0.282
9 !	6,347	0.146
10 !	6,240	0.143
11 # !	6,240	0.143
12 # !	6,240	0.143
13 # !	6,240	0.143
14 # !	6,240	0.143
15 # !	6,240	0.143
16 # !	6,505	0.149
17 !	7,010	0.161
18 !	7,010	0.161
19 !	7,010	0.161

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
20 !	7,010	0.161
21 !	7,010	0.161
22 !	7,010	0.161
23 !	7,010	0.161
24 !	7,010	0.161
25 ** !	6,685	0.153
26 * § !	6,335	0.145
27 * § ** !	6,297	0.145
28 !	6,367	0.146
29 !	6,366	0.146
30 !	6,367	0.146
31 !	6,367	0.146
32 # !	6,367	0.146
33 !	6,367	0.146
34 !	6,323	0.145
35 !	6,240	0.143
36 !	6,650	0.153
37 !	6,240	0.143
38 !	6,279	0.144

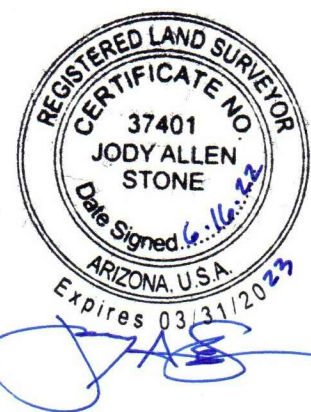
LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
39 !	6,358	0.146
40 # !	6,358	0.146
41 # !	6,358	0.146
42 !	6,358	0.146
43 !	6,358	0.146
44 * \$!	6,358	0.146
45 * \$!	7,418	0.170
46 !	7,418	0.170
47 !	7,418	0.170
48 !	7,418	0.170
49 !	7,418	0.170
50 # !	6,710	0.154
51 # !	6,240	0.143
52 # !	6,240	0.143
53 # !	6,240	0.143
54 # !	6,240	0.143
55 # !	6,240	0.143
56 !	6,240	0.143
57 * \$!	6,240	0.143

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
58 * §	6,240	0.143
59	6,240	0.143
60	6,240	0.143
61 #	6,240	0.143
62 # !	6,240	0.143
63 # !	6,240	0.143
64 # !	6,240	0.143
65 # !	7,151	0.164
66 !	8,578	0.197
67 * § !	8,578	0.197
68 * § !	6,354	0.146
69 !	6,354	0.146
70 !	6,354	0.146
71 !	6,354	0.146
72 !	6,354	0.146
73 !	6,354	0.146
74 !	6,759	0.155
75 !	6,302	0.145
76 !	6,347	0.146

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
77 !	6,347	0.146
78 !	6,347	0.146
79 !	6,347	0.146
80 # !	6,347	0.146
81 ** !	6,347	0.146
82 !	6,347	0.146
83 !	6,315	0.145
84 ** !	6,240	0.143
85 !	9,182	0.211
86 # !	10,876	0.250
87 # !	6,240	0.143
88 # !	6,240	0.143
89 #	6,240	0.143
90	6,240	0.143
91	6,240	0.143
92	6,360	0.146

	RIGHT-OF-WAY LINE	SWE	SIDEWALK EASEMENT
	EASEMENT LINE	WLE	WATER LINE EASEMENT
	CENTERLINE	VNAE	VEHICULAR NON-ACCESS EASEMENT
	BOUNDARY LINE	*	CORNER LOTS AND LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES.
	MATCH LINE		SEE NOTE 14. (LOTS 26, 27, 44, 45, 57, 58, 67 AND 68)
	LOT LINE		
	SURVEY MONUMENT (FOUND, AS NOTED)	**	LOTS AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. SEE NOTE 16. (LOTS 1, 7, 8, 25, 81 AND 84).
	SET BOUNDARY MONUMENT WITH 1/2" REBAR W/CAP RLS 37401 UNLESS OTHERWISE NOTED		
	CENTERLINE MONUMENT	\$	DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. SEE NOTE 15. (LOTS 26, 27, 44, 45, 57, 58, 67 AND 68)
	CALCULATED MONUMENT		
	INDICATES LINE OF SIGHT (SEE DETAIL SHEET 2)	#	VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOTS. SEE NOTE 17. (4-6, 11-16, 32, 40, 41, 50-55, 61-65, 80 AND 86-89)
GLO	GENERAL LAND OFFICE	!	CONTRACTOR TO INSTALL INDIVIDUAL HOME PRESSURE REDUCING VALVES IN LOTS. SEE NOTE 17. (4-57 AND 62-88).
MCR	MARICOPA COUNTY RECORDER		
MOD	MAP OF DEDICATION		
PAD	PLANNED AREA DEVELOPMENT		
PKWY	PARKWAY		
PUE	PUBLIC UTILITY EASEMENT		
R	RADIUS		
R/W	RIGHT-OF-WAY		

A CONDITIONAL LETTER OF MAP REVISION (CLOMR) REQUEST HAS BEEN SUBMITTED TO FEMA IN CONJUNCTION WITH THE PROPOSED GRADING AND DRAINAGE PLANS PER CASE #20-09-044R. ONCE CONSTRUCTED AND "AS-BUILT" PLANS HAVE BEEN PREPARED, A SUBMITTAL WILL BE MADE FOR A LETTER OF MAP REVISION (LOMR) REQUEST.



SEE SHEET 2 FOR LOT & TRACT AREA TABLES AND
LEGEND. SEE SHEET 3 FOR LINE & CURVE TABLES

AREA 28.847 AC

SHEET 2 OF 6

Job No: 18-004-01

Date: 6/16/2022

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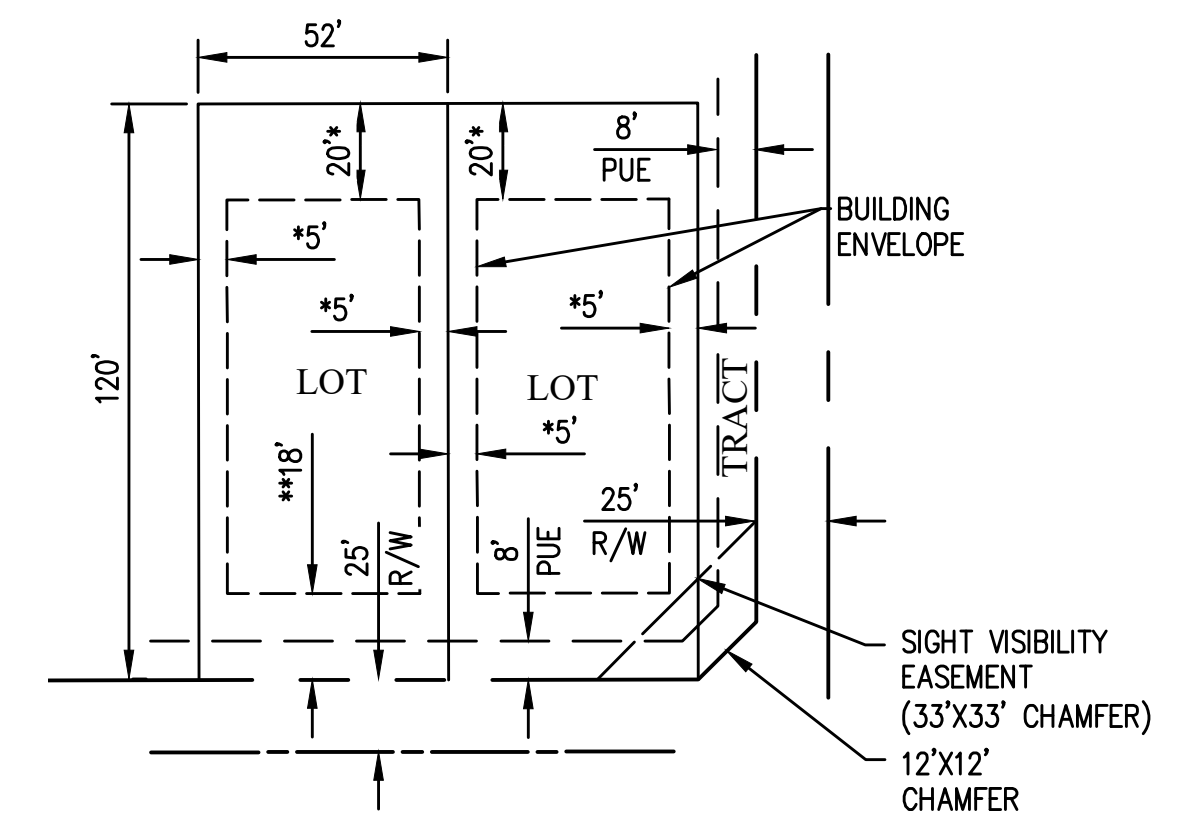
ADVANCEDDESIGNSM

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CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C1	3,200.00'	0°14'26"	13.44'	13.44'	N55°23'10"W
C2	475.00'	53°17'29"	441.80'	426.05'	S28°51'39"E
C3	500.00'	53°17'29"	465.05'	448.47'	S28°51'39"E
C4	450.00'	52°23'52"	411.53'	397.34'	S28°24'51"E
C5	145.00'	53°17'29"	134.87'	130.06'	S28°51'39"E
C6	120.00'	53°17'29"	111.61'	107.63'	N28°51'39"W
C7	170.00'	50°37'35"	150.21'	145.37'	S27°31'42"E
C8	3,200.00'	1°46'43"	99.34'	99.34'	N54°37°01"W
C9	3,225.00'	1°07'11"	63.02'	63.02'	N54°56'48"W
C10	3,225.00'	6°10'12"	347.29'	347.12'	N49°59°05"W
C11	3,175.00'	7°27'28"	413.26'	412.97'	N50°37'43"W
C12	3,200.00'	8°21'57"	467.24'	466.83'	N51°04'58"W
C13	350.00'	16°53'03"	103.14'	102.77'	S55°20'31"E
C14	325.00'	16°31'08"	93.70'	93.38'	S55°09'33"E
C15	375.00'	17°12'03"	112.58'	112.16'	N55°30'01"W
C16	3,505.00'	0°26'27"	26.97'	26.97'	N52°54'11"W
C17	50.00'	251°05'51"	219.12'	81.36'	S7°05'08"W
C18	25.00'	69°57'43"	30.53'	28.67'	N83°28'56"W

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C19	25.00'	47°09'23"	20.58'	20.00'	N72°04'46"W
C20	25.00'	22°48'20"	9.95'	9.89'	S72°56'22"W
C21	3,505.00'	0°02'09"	2.20'	2.20'	N47°23'01"W
C22	3,555.00'	0°32'36"	33.71'	33.71'	N48°46'23"W
C23	3,225.00'	0°18'57"	17.77'	17.77'	N52°54'43"W
C24	3,225.00'	0°18'40"	17.51'	17.51'	N47°03'19"W
C25	375.00'	3°14'23"	21.20'	21.20'	N48°31'11"W
C26	3,175.00'	0°39'07"	36.12'	36.12'	N47°13'33"W
C27	500.00'	3°30'08"	30.56'	30.56'	S53°45'19"E
C28	450.00'	3°32'14"	27.78'	27.78'	S52°50'40"E
C29	500.00'	2°05'50"	18.30'	18.30'	S3°15'50"E
C30	450.00'	3°40'18"	28.84'	28.83'	S4°03'03"E
C31	50.00'	17°45'10"	15.49'	15.43'	S11°05'30"E
C32	50.00'	17°45'10"	15.49'	15.43'	S11°05'30"E
C33	55.00'	0°27'00"	0.43'	0.43'	S19°44'35"E
C34	55.00'	125°35'56"	120.57'	97.84'	S42°49'54"W
C35	50.00'	17°45'10"	15.49'	15.43'	N83°14'43"W
C36	55.00'	2°56'16"	2.82'	2.82'	N75°50'17"W

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C37	50.00'	17°45'10"	15.49'	15.43'	N83°14'43"W
C38	50.00'	17°45'10"	15.49'	15.43'	S79°00'07"W
C39	55.00'	125°24'44"	120.39'	97.75'	N47°10'06"W
C40	50.00'	17°45'10"	15.49'	15.43'	N6°39'40"E
C41	50.00'	2°53'04"	2.52'	2.52'	N0°46'23"W
C42	50.00'	14°52'06"	12.98'	12.94'	N8°06'12"E
C43	55.00'	19°39'15"	18.87'	18.77'	S79°57'09"W
C44	50.00'	17°45'10"	15.49'	15.43'	S79°00'07"W
C45	170.00'	7°09'31"	21.24'	21.23'	S5°47'40"E
C46	170.00'	8°16'41"	24.56'	24.54'	S48°42'09"E
C47	3,505.00'	1°10'32"	71.91'	71.91'	N54°55'07"W
C48	3,555.00'	0°35'43"	36.93'	36.93'	N55°12'32"W
C49	3,200.00'	6°49'40"	381.34'	381.12'	N50°18'50"W
C50	3,555.00'	7°00'18"	434.64'	434.37'	N52°00'14"W
C51	3,505.00'	5°45'28"	352.23'	352.09'	N50°14'41"W
C52	3,530.00'	8°08'27"	501.55'	501.13'	N51°26'10"W



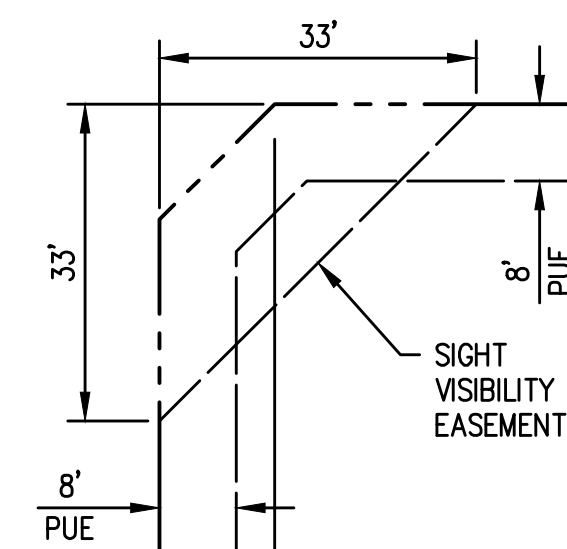
TYPICAL 52' x 120' LOT DETAIL

N.T.S.

NOTES

*SETBACKS AND DEVELOPMENT STANDARDS PER THE LUCERO PAD, AMENDED

****18' OR 21' SETBACK FOR 3' DIFFERENTIAL**



SIGHT VISIBILITY EASEMENT

N.T.S.

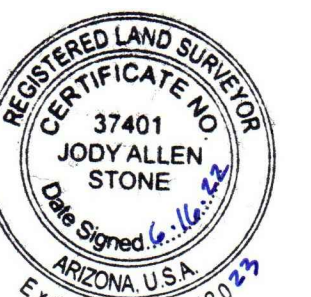
LINE TABLE		
LINE NO.	BEARING	DISTANCE
L1	N10°45'21"W	28.41'
L2	N79°43'42"E	27.92'
L3	N8°15'50"W	17.16'
L4	N80°39'57"E	17.29'
L5	N55°30'23"W	37.35'
L6	S10°33'16"E	16.80'
L7	S81°17'32"W	15.81'
L8	N55°30'23"W	29.51'
L9	S6°52'35"E	18.78'
L10	N79°27'48"E	17.12'
L11	S55°30'23"E	37.14'
L12	S47°10'06"E	16.98'
L13	N81°42'42"E	16.79'
L14	S45°22'57"W	18.00'
L15	S87°52'42"W	19.14'
L16	S2°12'55"E	37.34'
L17	N41°8'45"W	11.35'
L18	N4°18'45"W	32.28'
L19	N10°16'26"W	32.28'
L20	N10°16'26"W	32.28'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L21	N16°14'07"W	32.28'
L22	N16°14'07"W	32.28'
L23	N22°11'49"W	32.28'
L24	N22°11'49"W	32.28'
L25	N28°09'30"W	32.28'
L26	N28°09'30"W	32.28'
L27	N34°07'11"W	32.28'
L28	N34°07'11"W	32.28'
L29	N40°04'52"W	32.28'
L30	N40°04'52"W	32.28'
L31	N46°02'33"W	32.28'
L32	N46°02'33"W	32.28'
L33	N52°00'15"W	32.28'
L34	N52°00'15"W	18.96'
L35	S55°30'23"E	21.45'
L36	N10°45'21"W	9.92'
L37	N10°45'21"W	18.49'
L38	S21°55'E	33.70'
L39	N42°49'54"E	16.96'
L40	N21°25'55"W	8.20'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L41	N21°2'55"W	30.86'
L42	N46°53'59"W	13.56'
L43	N46°53'59"W	34.49'
L44	N47°12'39"W	9.08'
L45	N47°12'39"W	26.97'
L46	N48°08'05"W	26.97'
L47	N48°08'05"W	26.97'
L48	N49°03'31"W	26.97'
L49	N49°03'31"W	26.97'
L50	N49°58'57"W	26.97'
L51	N49°58'57"W	26.97'
L52	N50°54'23"W	26.97'
L53	N50°54'23"W	26.97'
L54	N51°49'49"W	26.97'
L55	N51°49'49"W	26.97'
L56	N52°45'14"W	26.97'
L57	S9°18'31"E	16.65'
L58	N55°30'23"W	15.07'
L59	N46°53'59"W	17.25'
L60	S47°13'55"E	34.76'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L61	S46°53'59"E	17.25'
L62	S50°08'22"E	14.00'
L63	N46°53'59"W	30.80'
L64	S87°52'42"W	40.81'
L65	N21°28'39"E	50.17'
L66	N46°53'59"W	43.57'
L67	N21°29'39"E	25.62'
L68	S9°22'26"E	18.14'
L69	S2°12'55"E	30.80'
L70	S48°12'24"E	26.88'
L71	S49°02'41"E	26.88'
L72	S49°02'41"E	26.88'
L73	S49°52'58"E	26.88'
L74	S49°52'58"E	26.88'
L75	S50°43'15"E	26.88'
L76	S50°43'15"E	26.88'
L77	S51°33'32"E	26.88'
L78	S51°33'32"E	26.88'
L79	S52°23'49"E	26.88'
L80	S52°23'49"E	26.88'

LINE TABLE		
LINE NO.	BEARING	DISTANCE
L81	S53°14'06"E	26.88'
L82	S53°14'06"E	26.88'
L83	S54°04'23"E	26.88'
L84	S54°04'23"E	26.88'
L85	S54°54'41"E	26.88'
L86	S54°54'41"E	19.09'
L87	S55°30'23"E	34.16'
L88	N55°30'23"W	36.67'
L89	S55°30'23"E	29.51'
L90	S31°6'35"E	36.57'
L91	S21°25'55"E	15.43'
L92	S21°25'55"E	7.80'
L93	N41°8'45"W	43.63'
L94	N52°00'15"W	51.24'
L95	S26°58'07"E	44.88'
L96	S44°33'49"E	44.88'
L97	S44°33'49"E	44.88'
L98	S47°02'34"E	52.00'

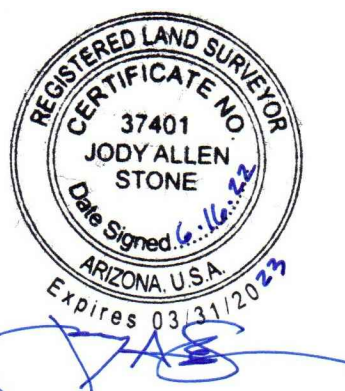
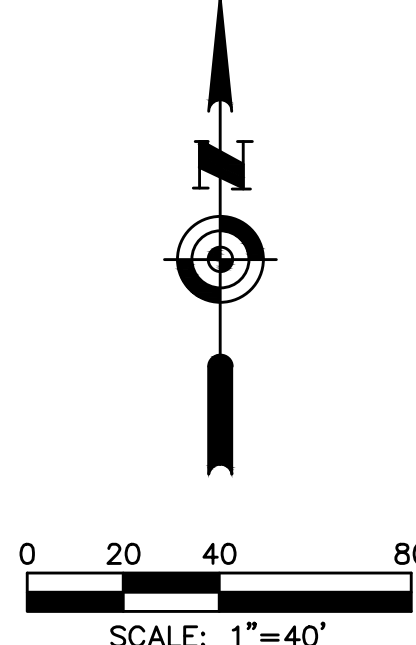




HE CAPITAL KR, LLC
APN: 400-03-017
INST #07-0865450, MCR
ZONING: PAD

ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD



SEE SHEET 2 FOR LOT & TRACT AREA TABLES AND
LEGEND, SEE SHEET 3 FOR LINE & CURVE TABLES

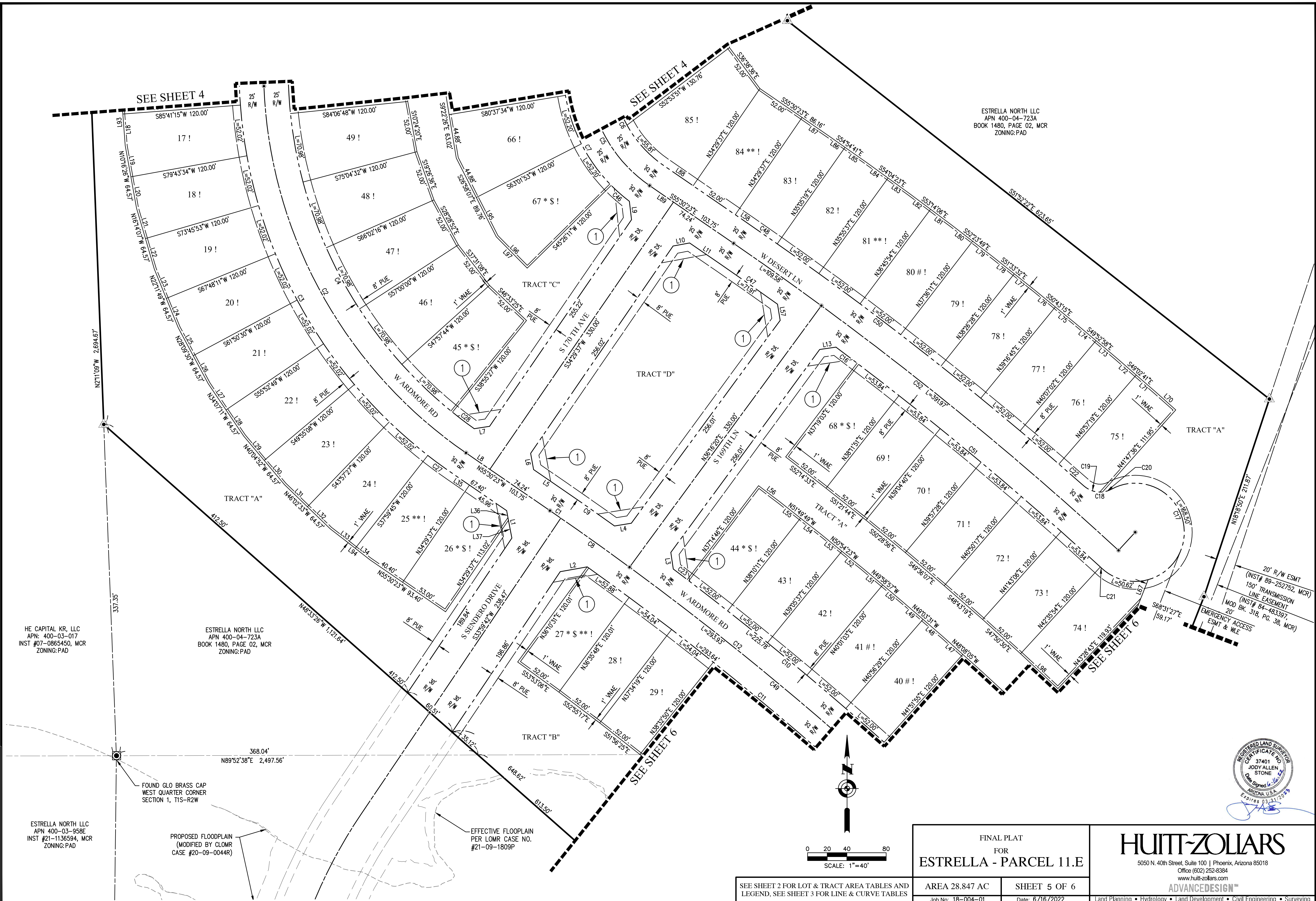
FINAL PLAT FOR ESTRELLA - PARCEL 11.E		
AREA 28.847 AC	SHEET 4 OF 6	
Job No: 18-004-01	Date: 6/16/2022	

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INST #07-0865450, MCR
ZONING: PAD

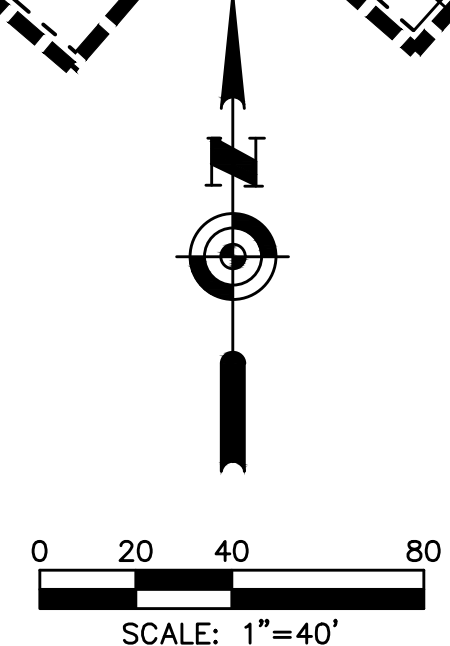
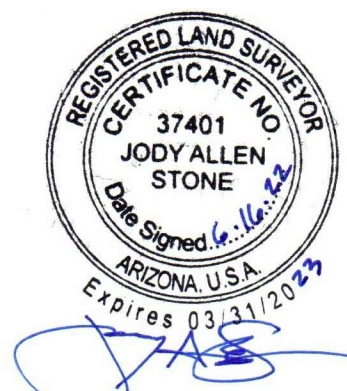
ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

ESTRELLA NORTH LLC
APN 400-03-958E
INST #21-1136594, MCR
ZONING: PAD

PROPOSED FLOODPLAIN
(MODIFIED BY CLOMR
CASE #20-09-0044R)

EFFECTIVE FLOODPLAIN
PER LOMR CASE NO.
#21-09-1809P

FOUND GLO BRASS CAP
WEST QUARTER CORNER
SECTION 1, T1S-R2W



SEE SHEET 2 FOR LOT & TRACT AREA TABLES AND
LEGEND, SEE SHEET 3 FOR LINE & CURVE TABLES

FINAL PLAT FOR ESTRELLA - PARCEL 11.E	
AREA 28.847 AC	SHEET 5 OF 6
Job No: 18-004-01	Date: 6/16/2022

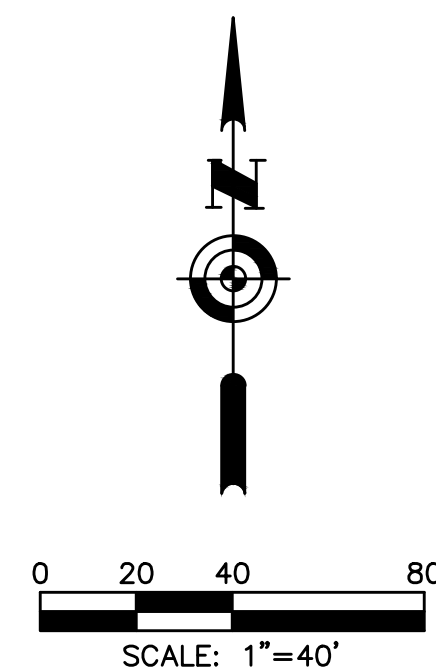
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C:\projects\18\Phoenix\18-004 Estrella\11-18-004 Estrella\DWG\11800401S-FPD5.dwg



SEE SHEET 5

SEE SHEET 5

TRACT "B"

TRACT "A"

TRACT "B"

PROPOSED FLOODPLAIN
(MODIFIED BY CLOMR
CASE #20-09-0044R)

EFFECTIVE FLOODPLAIN
PER LOMR CASE
#21-09-1809P.

20' RIGHT-OF-WAY EASEMENT
(INST #89-252752, MCR)

150' TRANSMISSION LINE EASEMENT
(INST # 84-483397, MCR &
MOD BK. 318, PG. 39, MCR)

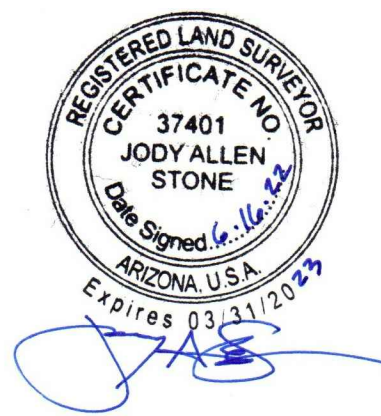
330' TUCSON ELECTRIC POWER COMPANY
TRANSMISSION LINE RIGHT-OF-WAY EASEMENT
(DKT. 11617, PG. 190, MCR; INST #1976-080461, MCR;
INST #1988-243783, MCR)

CENTER OF SECTION
SECTION 1, T1S-R2W
(CALCULATED)

ESTRELLA NORTH LLC
APN 400-03-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

31 * S # !
FUTURE ESTRELLA
PARCEL 11.F1

45 !
46 !
47 !
48 ** !



FINAL PLAT
FOR
ESTRELLA - PARCEL 11.E

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SEE SHEET 2 FOR LOT & TRACT AREA TABLES AND
LEGEND, SEE SHEET 3 FOR LINE & CURVE TABLES

AREA 28.847 AC	SHEET 6 OF 6
Job No: 18-004-01	Date: 6/16/2022

GENERAL NOTES

1. THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CARGD PARTICIPATION.
2. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
3. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
4. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.

A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.

B. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.

C. MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.

D. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.

E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD,THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL..
5. LANDSCAPED AREAS 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 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 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 TO ENSURE GOOD NORMAL GROWTH.

D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.

E. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, 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 THE LANDSCAPING MEETS CITY APPROVAL.
6. STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
7. THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
8. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEBUILDER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
9. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
10. ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
11. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
12. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER'S.
13. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLES OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
14. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (LOTS 1, 11, 31, 32, 37, 39 AND 44). NOTED WITH AN " * " .
15. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (LOTS 1, 11, 31, 32, 37, 39, AND 44) NOTED WITH A "\$".
16. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (LOTS 14, 15, 26, 27, 48, 49, 56, AND 58). NOTED WITH A " ** " .
17. VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOTS. (LOTS 9, 14, 15, 28-31, 39 AND 40). NOTED WITH A "#".
18. PER THE APPROVED ESTRELLA MASTER WATER SYSTEM MODEL UPDATE (H.T.E. # 16-4315) APPROVED ON JULY 26, 2017, ALL HOMES CONSTRUCTED ON BUILDING PADS GRADED BELOW AN ELEVATION OF 987.00 FEET REQUIRE THE INSTALLATION OF AN INDIVIDUAL HOME PRESSURE REDUCING VALVE. BASED ON THE 11.F1 GRADING DESIGN, CONTRACTOR TO INSTALL REQUIRED INDIVIDUAL HOME PRESSURE REDUCING VALVES IN LOTS. (LOTS 2-16, 28-32, AND 37-58.) NOTED WITH A "1"
19. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED

LEGAL DESCRIPTION

THAT PORTION OF A PARCEL OF LAND DESCRIBED IN DOCUMENT # 2007-0568161 OF THE MARICOPA COUNTY RECORDER LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST OF THE GLA AND SALT RIVER MERIDIAN IN MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A GENERAL LAND OFFICE (GLO) BRASS CAP FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 1, FROM WHICH A GLO BRASS CAP FOUND AT THE EAST QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 0° 14' 06" EAST, A DISTANCE OF 2,641.01 FEET, SAID LINE BEING THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 1 AND THE BASIS OF BEARING OF THIS DESCRIPTION;

THENCE ALONG SAID EAST LINE OF SAID SOUTHEAST QUARTER OF SECTION 1, NORTH 0° 14' 06" EAST, A DISTANCE OF 1,764.05 FEET;

THENCE DEPARTING SAID EAST LINE, NORTH 89° 45' 54" WEST, A DISTANCE OF 1,798.39 FEET, TO A POINT ON THE NORTHWEST RIGHT-OF-WAY LINE OF HILLSIDE DRIVE, BEING THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 465.00 FEET, ALSO BEING THE **TRUE POINT OF BEGINNING**;

FOLLOWING SAID RIGHT-OF-WAY OF HILLSIDE DRIVE THE NEXT FIVE COURSES;

THENCE SOUTHWESTERLY, ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 06° 29' 27", AN ARC DISTANCE OF 52.68 FEET, SAID CURVE HAVING A CHORD OF SOUTH 43° 16' 22" WEST, A DISTANCE OF 52.65 FEET;

THENCE SOUTH 46° 31' 05" WEST, A DISTANCE OF 68.56 FEET;

THENCE SOUTH 89° 03' 39" WEST, A DISTANCE OF 29.47 FEET;

THENCE SOUTH 46° 29' 58" WEST, A DISTANCE OF 50.30 FEET;

THENCE SOUTH 1° 11' 53" EAST, A DISTANCE OF 26.91 FEET;

THENCE DEPARTING SAID RIGHT-OF-WAY LINE, NORTH 43° 29' 14" WEST, A DISTANCE OF 55.45 FEET;

THENCE NORTH 57° 22' 37" WEST, A DISTANCE OF 97.07 FEET;

THENCE NORTH 71° 16' 18" WEST, A DISTANCE OF 482.50 FEET;

THENCE NORTH 84° 30' 49" WEST, A DISTANCE OF 200.22 FEET;

THENCE NORTH 57° 26' 51" WEST, A DISTANCE OF 130.11 FEET;

THENCE NORTH 58° 44' 22" WEST, A DISTANCE OF 57.04 FEET;

THENCE NORTH 68° 17' 50" WEST, A DISTANCE OF 56.52 FEET;

THENCE NORTH 70° 15' 58" WEST, A DISTANCE OF 479.61 FEET;

THENCE NORTH 72° 46' 49" WEST, A DISTANCE OF 57.07 FEET;

THENCE NORTH 79° 43' 13" WEST, A DISTANCE OF 98.93 FEET, TO A POINT ON THE EAST LINE OF THE TUCSON ELECTRIC POWER COMPANY 330' RIGHT-OF-WAY EASEMENT, AS DESCRIBED AND AS RECORDED IN DOCUMENT # 1988-0243783 OF THE MARICOPA COUNTY RECORDS (MCR);

THENCE ALONG SAID EAST LINE, NORTH 21° 29' 33" EAST, A DISTANCE OF 230.79 FEET;

THENCE DEPARTING SAID EAST LINE, SOUTH 68° 30' 27" EAST, A DISTANCE OF 99.02 FEET,

THENCE NORTH 23° 40' 08" EAST, A DISTANCE OF 311.48 FEET;

THENCE NORTH 32° 26' 50" EAST, A DISTANCE OF 78.48 FEET;

THENCE NORTH 44° 39' 56" EAST, A DISTANCE OF 48.90 FEET;

THENCE NORTH 66° 03' 50" EAST, A DISTANCE OF 64.32 FEET;

THENCE NORTH 88° 10' 53" EAST, A DISTANCE OF 86.30 FEET;

THENCE SOUTH 69° 59' 25" EAST, A DISTANCE OF 63.60 FEET;

THENCE SOUTH 51° 04' 11" EAST, A DISTANCE OF 42.95 FEET;

THENCE SOUTH 48° 07' 43" EAST, A DISTANCE OF 50.81 FEET;

THENCE SOUTH 38° 04' 53" EAST, A DISTANCE OF 68.67 FEET;

THENCE SOUTH 70° 15' 58" EAST, A DISTANCE OF 219.91 FEET;

THENCE SOUTH 60° 59' 46" EAST, A DISTANCE OF 80.91 FEET;

THENCE SOUTH 35° 50' 50" EAST, A DISTANCE OF 110.42 FEET;

THENCE SOUTH 13° 40' 54" EAST, A DISTANCE OF 149.11 FEET;

THENCE SOUTH 16° 52' 46" EAST, A DISTANCE OF 60.67 FEET;

THENCE SOUTH 7° 08' 37" EAST, A DISTANCE OF 153.65 FEET;

THENCE SOUTH 67° 39' 05" EAST, A DISTANCE OF 44.71 FEET;

THENCE SOUTH 61° 19' 00" EAST, A DISTANCE OF 57.68 FEET;

THENCE SOUTH 57° 43' 10" EAST, A DISTANCE OF 129.43 FEET;

THENCE SOUTH 60° 38' 07" EAST, A DISTANCE OF 34.19 FEET;

THENCE SOUTH 68° 08' 36" EAST, A DISTANCE OF 56.38 FEET;

THENCE SOUTH 71° 16' 18" EAST, A DISTANCE OF 113.56 FEET;

THENCE SOUTH 69° 35' 28" EAST, A DISTANCE OF 46.55 FEET;

THENCE SOUTH 63° 15' 27" EAST, A DISTANCE OF 73.59 FEET;

THENCE SOUTH 56° 55' 23" EAST, A DISTANCE OF 73.59 FEET;

THENCE SOUTH 50° 35' 19" EAST, A DISTANCE OF 36.80 FEET;

THENCE SOUTH 49° 58' 23" EAST, A DISTANCE OF 52.39 FEET, TO THE **TRUE POINT OF BEGINNING**;

CONTAINING 762,879.78 SQUARE FEET, OR 17.513 ACRES MORE OR LESS.

HOME OWNERS ASSOCIATION

THIS PROJECT WILL BE INCORPORATED INTO THE EXISTING VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION.

FLOODPLAIN

THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FLOOD INSURANCE RATE MAP (FIRM) NUMBERS 04013C2625M, EFFECTIVE DATE OCTOBER 16, 2013, SHOW PORTIONS OF THE SITE TO LIE WITHIN ZONE "X" (SHADED) AND ZONE "A".

A LETTER OF MAP REVISION (LOMR) REQUEST HAS BEEN SUBMITTED PER CASE #21-09-1809P. ALL FINISHED FLOORS WILL BE ELEVATED A MINIMUM OF 1 FOOT ABOVE THE 100-YEAR FLOOD LEVEL

FLOODPLAIN DATA

ZONE "X" (SHADED) IS DEFINED BY FEMA AS FOLLOWS: AREAS OF 0.2% ANNUAL CHANCE OF FLOOD (500 YEAR FLOOD); AREAS OF 1% CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD (100-YEAR FLOOD).

"ZONE A" IS A SPECIAL FLOOD HAZARD AREA (SFHA). AREAS SUBJECT TO INUNDATION BY THE 1-PERCENT ANNUAL CHANCE FLOOD EVENT. NO BASE FLOOD ELEVATIONS (BFES) DETERMINED.

A CONDITIONAL LETTER OF MAP REVISION (LOMR) REQUEST HAS BEEN SUBMITTED TO FEMA IN CONJUNCTION WITH THE PROPOSED GRADING AND DRAINAGE PLANS, PER CASE #20-09-044R. ONCE CONSTRUCTED AND "AS-BUILT" PLANS HAVE BEEN PREPARED, A SUBMITTAL WILL BE MADE FOR A LETTER OF MAP REVISION (LOMR) REQUEST.

UTILITIES

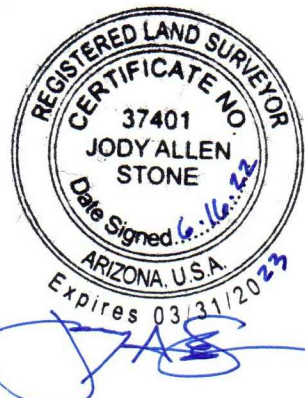
ELECTRIC	- ARIZONA PUBLIC SERVICE (APS)
TELEPHONE	- CENTURY LINK/COX COMMUNICATIONS
CABLE	- COX COMMUNICATIONS
GAS	- SOUTHWEST GAS
WATER / SEWER	- CITY OF GOODYEAR
FIRE / POLICE	- CITY OF GOODYEAR
RECLAIMED WATER	- PRIVATE

NOTE: ALL TRACTS WILL BE SERVED BY NON-POTABLE WATER

CALCULATION OF ADJUSTED GROSS AREA		
AREA OF LOCAL STREET ROW		3.50
PLUS AREA SUBDIVIDED INTO LOTS		11.04
	AREA SUBTOTAL (3.50 + 11.04 = 14.54)	14.54
APPLY 15% OPEN SPACE FACTOR		.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)		17.11
EDU DENSITY CALCULATION		
NUMBER OF DWELLING UNITS		58
DIVIDED BY ADJUSTED GROSS AREA		17.11
ADJUSTED GROSS DENSITY (58/17.04 = 3.40)		3.39
EDU CALCULATION		
NUMBER OF DWELLING UNITS		58
EQUIVALENT EDU FACTOR FOR 2-3 DU/AC (1.00 PER DU)		1.00
NUMBER OF EDUS REQUIRED FOR PROJECT (58 X 1.00 = 58.00)		58.00

SEE SHEET 2 FOR LEGEND, SEE SHEET 3 FOR LOT & TRACT AREA TABLES, AND LINE & CURVE TABLES	FINAL PLAT FOR ESTRELLA - PARCEL 11.F1	
	AREA 17.513 AC	SHEET 2 OF 5
Job No: 18-004-08	Date: 6/16/2022	

LEGEND		
— -- —	RIGHT-OF-WAY LINE	SWE SIDEWALK EASEMENT
-----	EASEMENT LINE	WLE WATER LINE EASEMENT
-----	CENTERLINE	VNAE VEHICULAR NON-ACCESS EASEMENT
=====	BOUNDARY LINE	* CORNER LOTS AND LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. SEE NOTE 14. (LOTS 1, 11, 31, 32, 37, 39 AND 44)
-----	MATCH LINE	
-----	LOT LINE	
-----■-----	SURVEY MONUMENT (FOUND, AS NOTED)	** LOTS AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. SEE NOTE 16. (LOTS 14, 15, 26, 27, 48, 49, 56, & 58).
-----▲-----	SET BOUNDARY MONUMENT WITH 1/2" REBAR W/CAP RLS 37401, UNLESS OTHERWISE NOTED	
-----●-----	CENTERLINE MONUMENT	
-----○-----	CALCULATED MONUMENT	\$ DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. SEE NOTE 15. (LOTS 1, 11, 31, 32, 37, 39 AND 44)
①	INDICATES LINE OF SIGHT (SEE DETAIL SHEET 2)	
GLO	GENERAL LAND OFFICE	# VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOT. SEE NOTE 17. (9, 14-15, 28-31, 39-40)
MCR	MARICOPA COUNTY RECORDS	
MOD	MAP OF DEDICATION	
PAD	PLANNED AREA DEVELOPMENT	! CONTRACTOR TO INSTALL INDIVIDUAL HOME PRESSURE REDUCING VALVES IN LOTS. SEE NOTE 17. (2-16, 28-32, AND 37-58).
PKWY	PARKWAY	
PUE	PUBLIC UTILITY EASEMENT	
R	RADIUS	
R/W	RIGHT-OF-WAY	



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TRACT AREA & USE TABLE				
TRACT NAME	AREA (SF)	AREA (ACRE)	USE	OWNERSHIP AND MAINTENANCE RESPONSIBILITY
TRACT "A"	42,451	0.975	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "B"	43,529	0.999	OPEN SPACE, LANDSCAPE, DRAINAGE, SEWER, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "C"	10,964	0.252	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "D"	1,542	0.035	OPEN SPACE, LANDSCAPE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION
TRACT "E"	31,307	0.719	OPEN SPACE, LANDSCAPE, DRAINAGE, PUE	THE VILLAGES AT ESTRELLA MOUNTAIN COMMUNITY ASSOCIATION

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
1 * \$	8,504	0.195
2 !	8,504	0.195
3 !	8,504	0.195
4 !	7,982	0.183
5 !	7,800	0.179
6 !	8,637	0.198
7 !	8,410	0.193
8 !	7,800	0.179
9 # !	8,190	0.188
10 !	8,504	0.195
11 * \$!	8,458	0.194
12 !	10,347	0.238
13 !	10,236	0.235
14 ** # !	7,913	0.182
15 ** # !	7,801	0.179

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
16 !	8,622	0.198
17	10,639	0.244
18	10,638	0.244
19	7,875	0.181
20	7,800	0.179
21	7,800	0.179
22	8,229	0.189
23	10,161	0.233
24	12,530	0.288
25	14,972	0.344
26 **	12,719	0.292
27 **	7,800	0.179
28 # !	7,800	0.179
29 # !	7,800	0.179
30 # !	7,800	0.179

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
31 * \$ # !	8,220	0.189
32 * \$!	7,200	0.165
33	7,200	0.165
34	7,200	0.165
35	7,200	0.165
36	7,200	0.165
37 * \$!	8,288	0.190
38 !	8,365	0.192
39 * \$ # !	7,723	0.177
40 # !	8,248	0.189
41 !	7,200	0.165
42 !	7,200	0.165
43 !	7,200	0.165
44 * \$!	7,200	0.165
45 !	8,686	0.199

LOT AREA TABLE		
LOT NO.	AREA (SF)	AREA (ACRE)
46 !	7,988	0.183
47 !	7,330	0.168
48 ** !	7,200	0.165
49 ** !	7,200	0.165
50 !	7,200	0.165
51 !	7,200	0.165
52 !	7,200	0.165
53 !	7,200	0.165
54 !	7,200	0.165
55 !	7,904	0.181
56 ** !	7,641	0.175
57 !	7,200	0.165
58 ** !	7,200	0.165

RIGHT-OF-WAY AREA TABLE		
ROW	AREA (SF)	AREA (ACRE)
ROW	152,321	3.497

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C1	465.00'	6°29'27"	52.68'	52.65'	N43°16'22"E
C2	500.00'	21°36'06"	188.51'	187.39'	N60°28'16"W
C3	500.00'	13°33'08"	118.27'	117.99'	S64°29'44"E
C4	500.00'	9°55'55"	86.67'	86.56'	N62°41'07"W
C5	400.00'	10°12'14"	71.24'	71.14'	S62°32'58"E
C6	405.00'	12°49'08"	90.61'	90.42'	N63°51'25"W
C7	600.00'	13°26'15"	140.72'	140.39'	N76°59'06"W
C8	100.00'	56°35'05"	98.76'	94.79'	N41°58'26"W
C9	254.58'	33°57'55"	150.92'	148.72'	S46°32'07"W
C10	100.00'	44°56'46"	78.45'	76.45'	N8°47'29"E
C11	525.00'	21°54'51"	200.80'	199.58'	S60°18'53"E
C12	475.00'	21°36'06"	179.08'	178.02'	S60°28'16"E

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C13	475.00'	13°33'08"	112.35'	112.09'	S64°29'44"E
C14	525.00'	13°33'08"	124.18'	123.89'	S64°29'44"E
C15	525.00'	9°55'55"	91.01'	90.89'	N62°41'07"W
C16	475.00'	9°55'55"	82.34'	82.24'	N62°41'07"W
C17	375.00'	10°12'14"	66.78'	66.70'	N62°32'58"W
C18	425.00'	10°12'14"	75.69'	75.59'	N62°32'58"W
C19	430.00'	10°23'58"	78.05'	77.94'	N65°03'59"W
C20	380.00'	12°49'08"	85.02'	84.84'	N63°51'25"W
C21	625.00'	12°48'57"	139.80'	139.51'	N76°40'27"W
C22	575.00'	14°06'54"	141.65'	141.30'	N77°19'26"W
C23	55.00'	150°41'16"	144.65'	106.42'	N80°59'14"W
C24	50.00'	64°37'23"	56.39'	53.45'	N37°57'17"W

CURVE TABLE					
CURVE NO.	RADIUS	DELTA	ARC LENGTH	CHD LENGTH	CHD BEARING
C25	125.00'	56°35'05"	123.45'	118.49'	N41°58'26"W
C26	75.00'	56°35'05"	74.07'	71.10'	S41°58'26"E
C27	279.58'	27°22'43"	133.60'	132.33'	S43°14'31"W
C28	243.00'	23°21'50"	99.09'	98.40'	N41°14'04"E
C29	20.00'	33°40'41"	11.76'	11.59'	S12°42'49"W
C30	20.00'	36°07'02"	12.61'	12.40'	N49°19'23"E
C31	88.42'	44°56'46"	69.36'	67.60'	S8°47'29"W
C32	125.00'	44°56'46"	98.06'	95.56'	N8°47'29"E
C33	20.42'	113°24'07"	40.42'	34.13'	S70°22'58"E

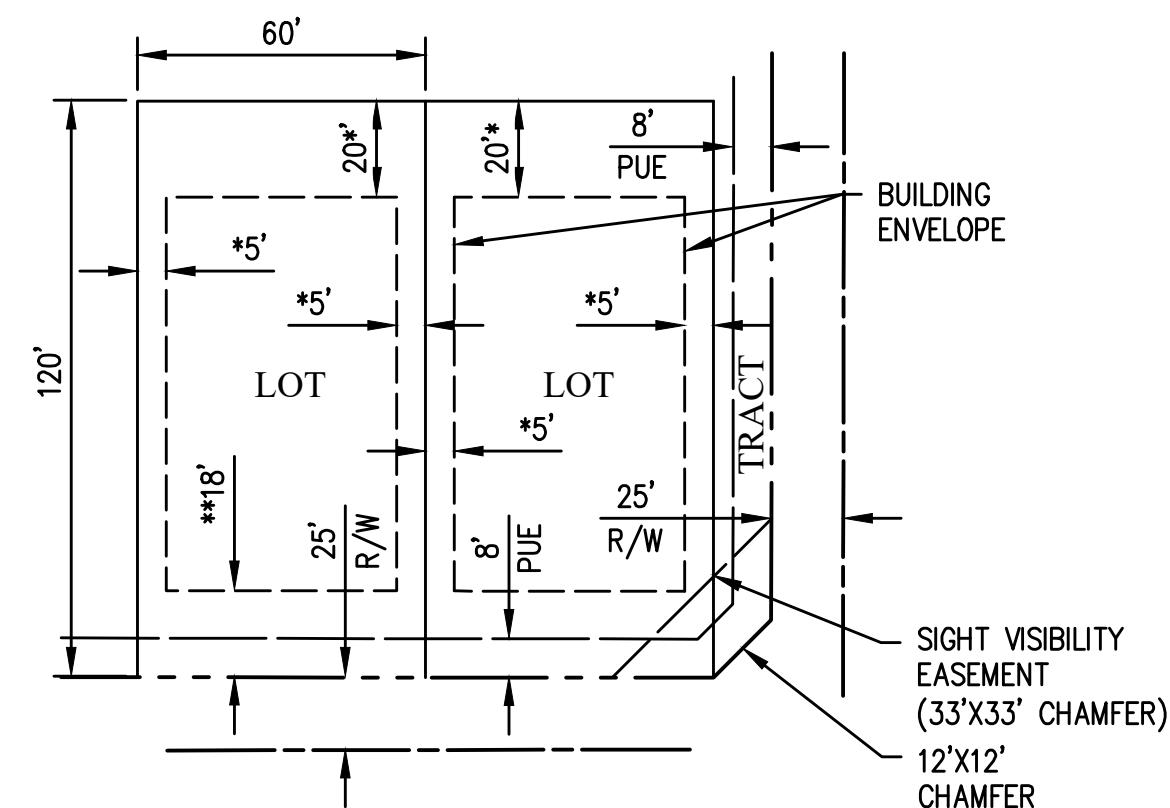
LINE TABLE		
LINE NO.	DISTANCE	BEARING
L1	68.56'	S46°31'05"W
L2	29.47'	S89°03'39"W
L3	50.30'	S46°29'58"W
L4	26.91'	S11°1'53"E
L5	55.45'	N43°29'14"W
L6	97.07'	N57°22'37"W
L7	130.11'	N57°26'51"W
L8	57.04'	N58°44'22"W
L9	56.52'	N68°17'50"W
L10	57.07'	N72°46'49"W
L11	98.93'	N79°43'13"W
L12	99.02'	S68°30'27"E
L13	78.48'	N32°26'50"E
L14	48.90'	N44°39'56"E
L15	64.32'	N66°03'50"E
L16	86.30'	N88°10'53"E

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L17	63.60'	S69°59'25"E
L18	42.95'	S51°04'11"E
L19	50.81'	S48°07'43"E
L20	68.67'	S38°04'53"E
L21	80.91'	S60°59'46"E
L22	110.42'	S35°50'50"E
L23	149.11'	S13°40'54"E
L24	60.67'	S16°52'46"E
L25	153.85'	S7°08'37"E
L26	44.71'	S67°39'05"E
L27	57.68'	S61°19'00"E
L28	129.43'	S57°43'10"E
L29	34.19'	S60°38'07"E
L30	56.38'	S68°08'36"E
L31	113.56'	S71°16'18"E
L32	46.55'	S69°35'28"E

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L33	73.59'	S63°15'27"E
L34	73.59'	S56°55'23"E
L35	36.80'	S50°35'19"E
L36	52.39'	S49°58'23"E
L37	6.65'	N49°40'13"W
L38	32.25'	N57°26'51"W
L39	20.19'	N57°26'51"W
L40	30.07'	N70°15'58"W
L41	30.07'	S23°40'08"W
L42	66.64'	S29°33'09"W
L43	53.79'	N13°40'54"W
L44	6.48'	N49°21'28"W
L45	3.94'	S48°59'09"E
L46	16.76'	S75°14'34"W
L47	14.46'	N1°24'34"W
L48	17.54'	S66°42'05"W

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L49	16.38'	N23°17'55"W
L50	62.85'	N22°20'55"E
L51	64.67'	N22°20'55"E
L52	36.25'	N50°36'05"W
L53	57.31'	N68°08'36"W
L54	35.10'	N60°38'07"W
L55	36.24'	N67°39'05"W
L56	50.79'	N45°51'36"E
L57	78.52'	N46°54'04"E
L58	21.44'	N19°44'02"E
L59	17.54'	N66°42'05"E
L60	19.44'	S22°14'23"W
L61	106.16'	S7°08'37"E
L62	76.65'	N32°26'50"E
L63	77.86'	S61°00'00"E
L64	45.94'	N44°39'56"E

LINE TABLE		
LINE NO.	DISTANCE	BEARING
L65	70.67'	S38°04'53"E
L66	115.10'	S71°16'18"E
L67	56.81'	S61°19'01"E
L68	58.19'	N66°03'50"E
L69	82.41'	N88°10'53"E
L70	49.67'	S48°07'43"E
L71	18.08'	S13°40'54"E
L72	60.00'	S69°59'25"E
L73	45.77'	N69°36'18"W
L74	41.03'	S51°04'11"E

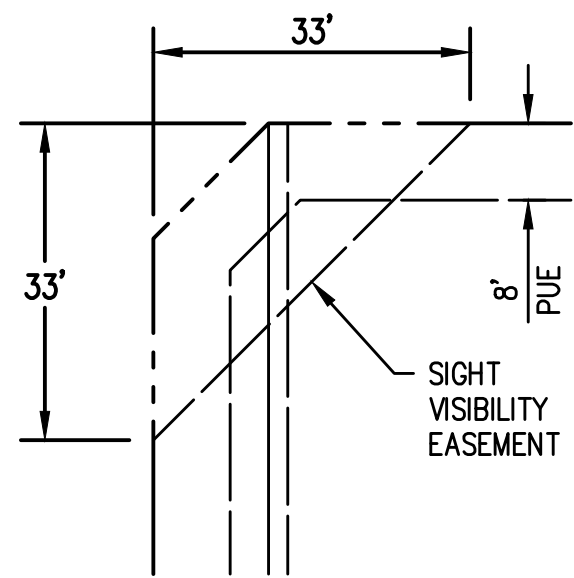


TYPICAL 60' x 120' LOT DETAIL

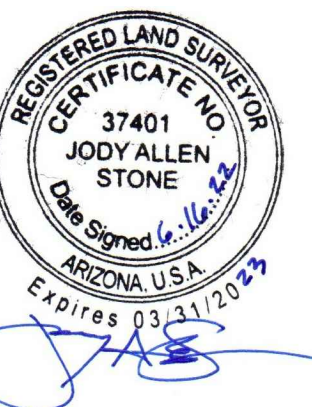
N.T.S.

- NOTES
* SETBACKS AND DEVELOPMENT STANDARDS PER
THE LUCERO PAD, AMENDED

** 18' OR 21' SETBACK FOR 3' DIFFERENTIAL

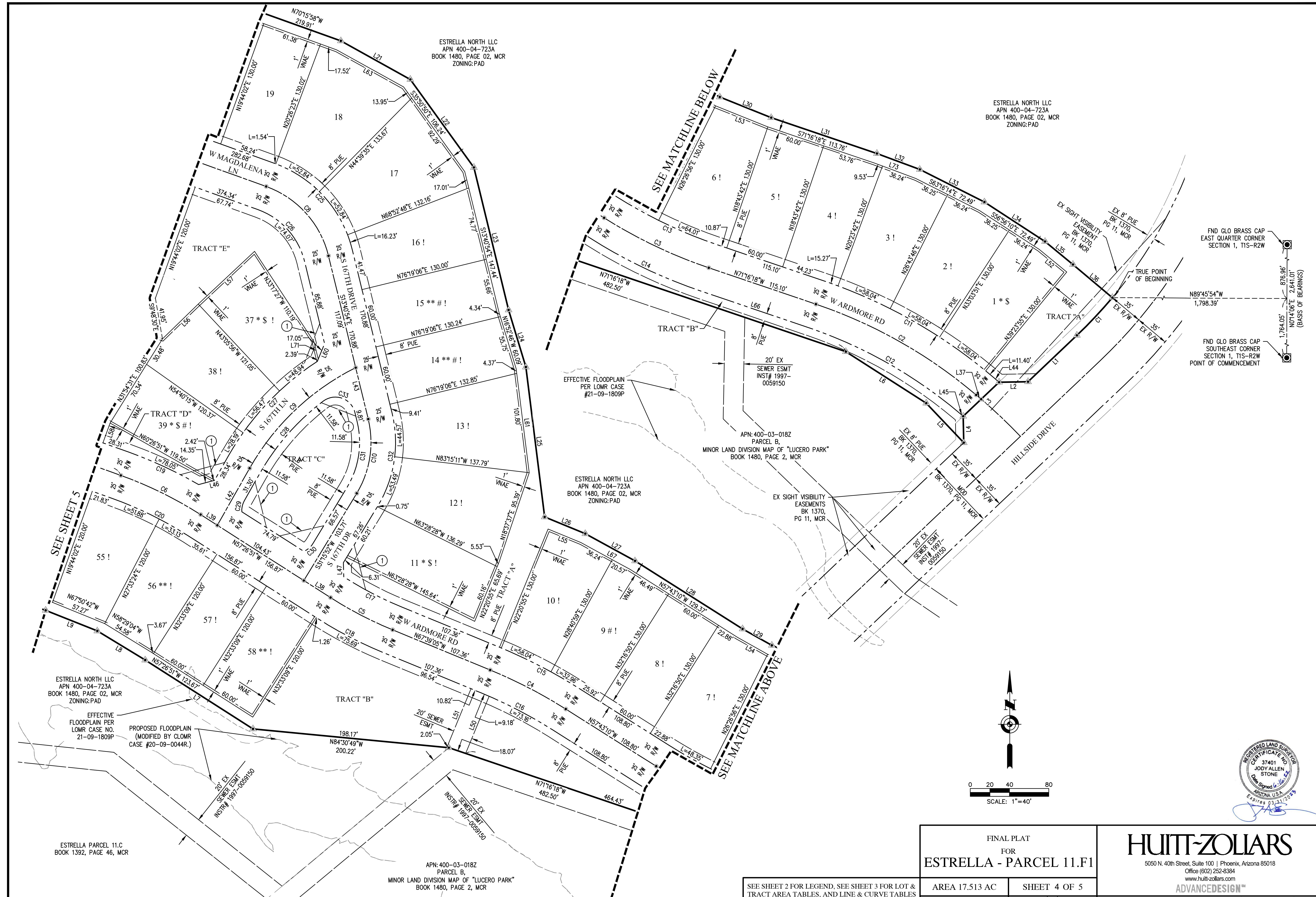
SIGHT VISIBILITY EASEMENT

N.T.S.



FINAL PLAT FOR ESTRELLA - PARCEL 11.F1	
AREA 17.513 AC	SHEET 3 OF 5
Job No: 18-004-08	Date: 6/16/2022

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ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

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APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

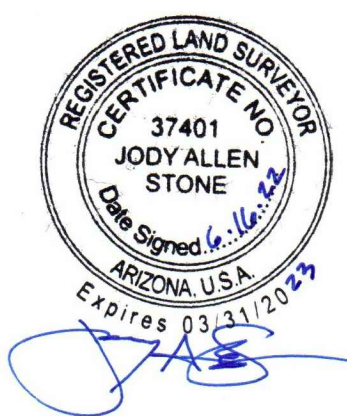
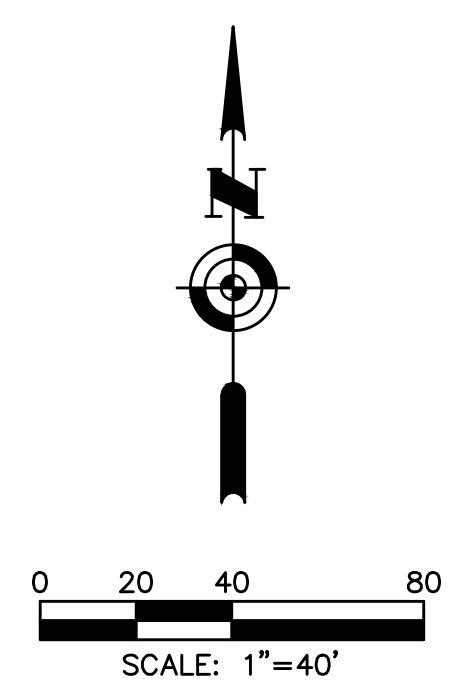
ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

APN: 400-03-018Z
PARCEL B,
MINOR LAND DIVISION MAP OF "LUCERO PARK"
BOOK 1480, PAGE 2, MCR

ESTRELLA NORTH LLC
APN 400-04-723A
BOOK 1480, PAGE 02, MCR
ZONING: PAD

ESTRELLA PARCEL 11.C
BOOK 1392, PAGE 46, MCR

APN: 400-03-018Z
PARCEL B,
MINOR LAND DIVISION MAP OF "LUCERO PARK"
BOOK 1480, PAGE 2, MCR



FINAL PLAT FOR ESTRELLA - PARCEL 11.F1		
AREA 17.513 AC	SHEET 4 OF 5	
Job No: 18-004-08	Date: 6/16/2022	

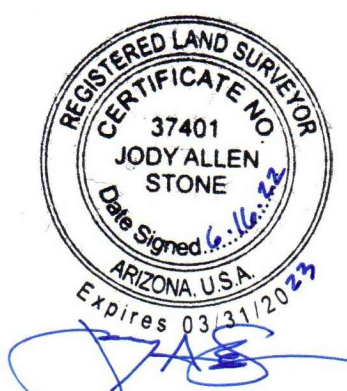
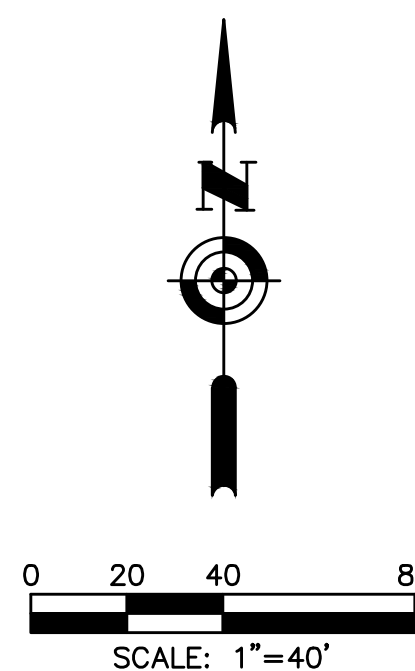
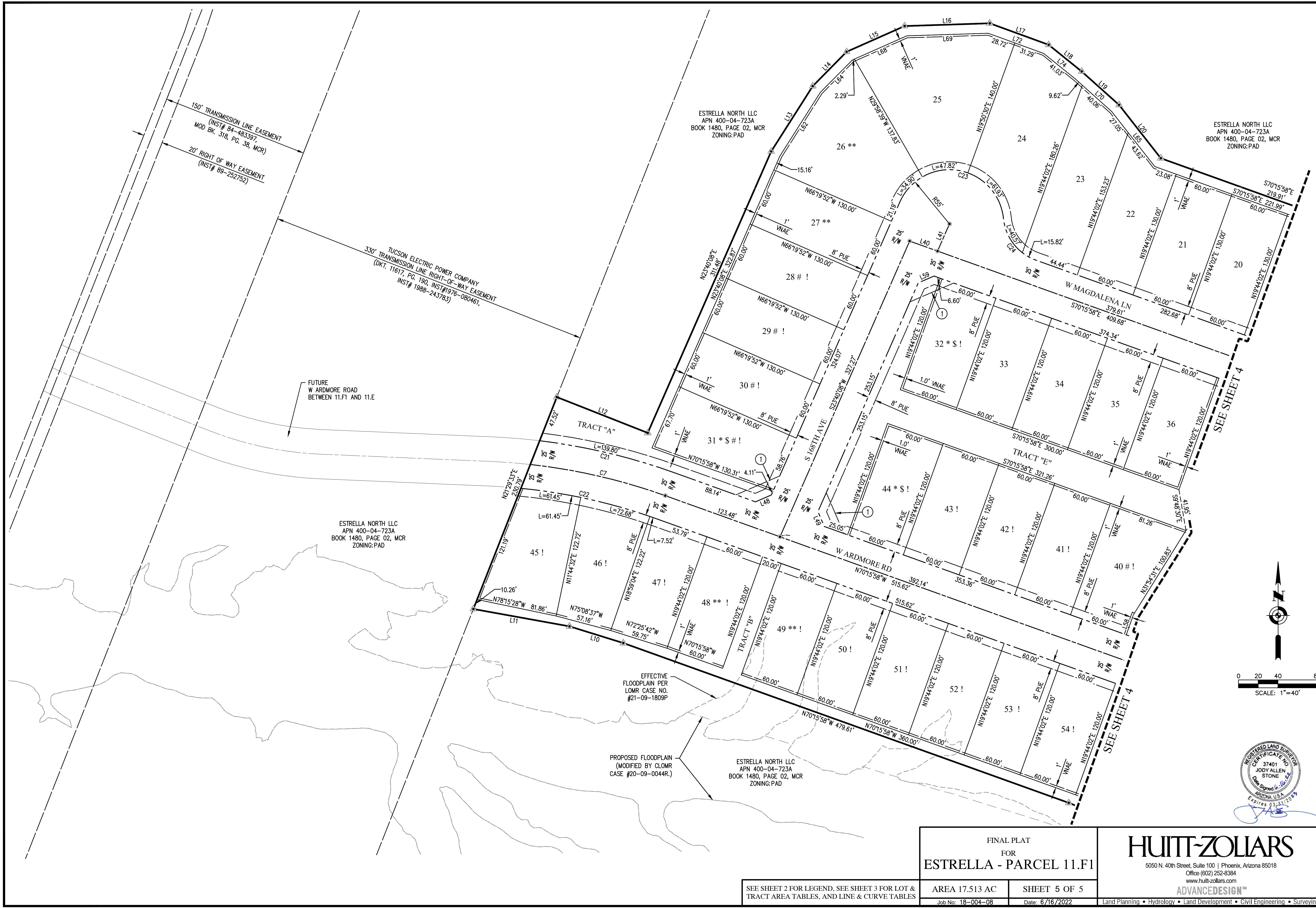
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SEE SHEET 2 FOR LEGEND, SEE SHEET 3 FOR LOT & TRACT AREA TABLES, AND LINE & CURVE TABLES



FINAL PLAT FOR ESTRELLA - PARCEL 11.F1		
SEE SHEET 2 FOR LEGEND, SEE SHEET 3 FOR LOT & TRACT AREA TABLES, AND LINE & CURVE TABLES	AREA 17.513 AC	SHEET 5 OF 5
	Job No: 18-004-08	Date: 6/16/2022

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DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

KNOWN ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ESTRELLA PARCEL 11.11", A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS, (MCR) LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN. MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ESTRELLA PARCEL 11.11" HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, ALL THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR EXCLUSIVE PUBIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACTS A THROUGH C INCLUSIVE AND IN LOTS DESIGNATED AS "PUE", AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENTS AREAS BY THE CITY AND ITS PERMITTEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENTS AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSES OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, AND C INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK AND OWNER SHALL INDEMNIFY, DEFEND, AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACTS A, B, AND C.

ESTRELLA NORTH LLC, A DELAWARE, LIMITED LIABILITY COMPANY, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENTS AREAS, THE STREETS AND TRACTS FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, ESTRELLA JOINT COMMITTEE, INC., AND THEIR MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTENANCE OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACTS A THROUGH C INCLUSIVE AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREA FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS AND EASEMENTS SET FORTH HEREIN, HEREBY CONVEYS TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION TRACTS A, B, AND C WITHIN THIS PLAT FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

IN WITNESS WHEREOF: ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED

THIS DAY _____ OF _____, 20____.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER

BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: EMR HARVARD LLC, AN ARIZONA LIMIITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

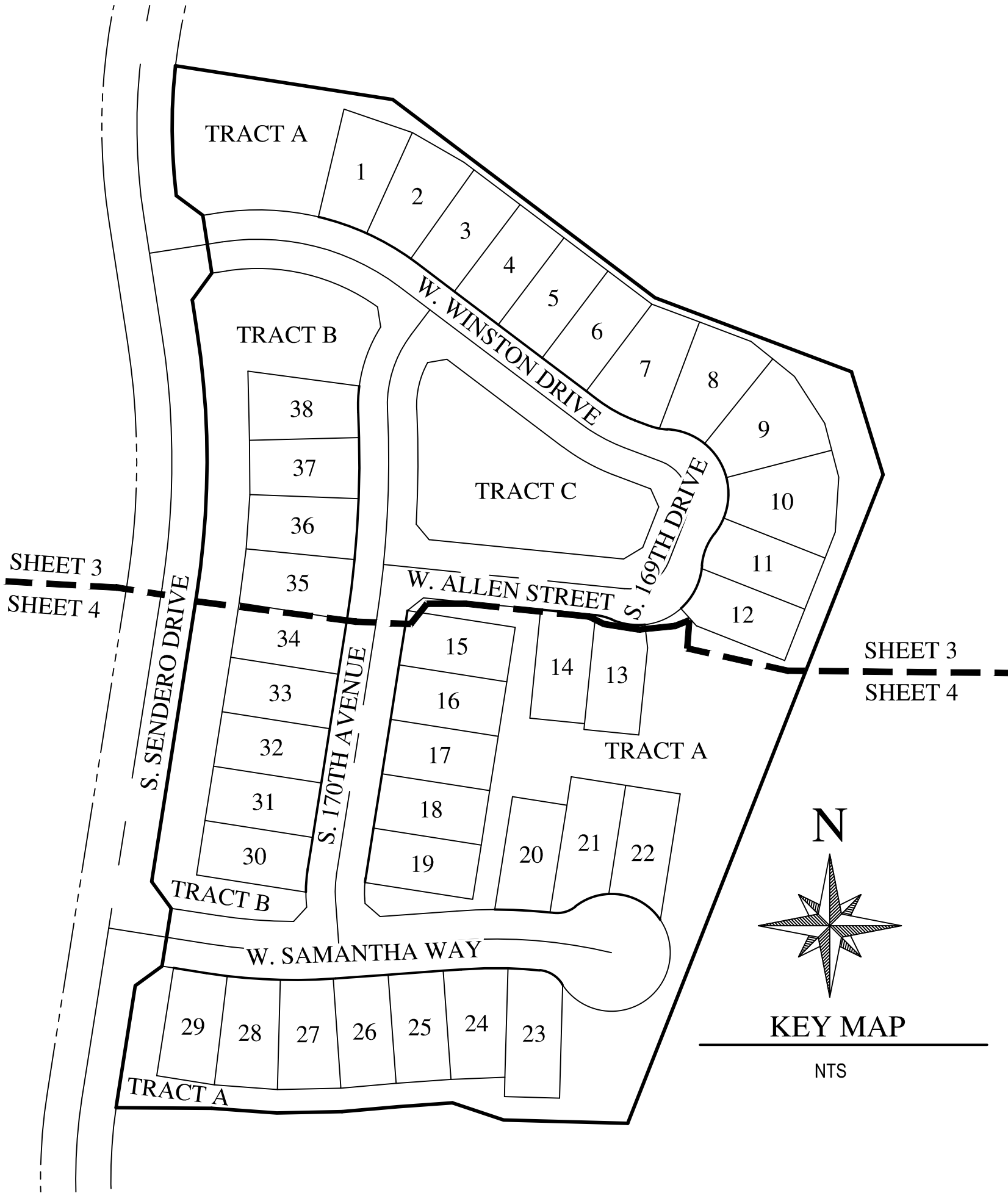
BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____

NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

FINAL PLAT
FOR
ESTRELLA PARCEL 11.11

A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS, (MCR) LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA



LEGEND

- SURVEY MONUMENT FOUND AS NOTED
- SURVEY MONUMENT WITH RLS TAG OR CAP
- △ TO BE SET UNLESS OTHERWISE NOTED
- ALUMINUM CAP
- ASSESSOR PARCEL NUMBER
- BRASS CAP
- DOCUMENT
- EXISTING
- GENERAL LAND OFFICE
- MARICOPA COUNTY RECORDS
- PUBLIC UTILITY EASEMENT
- RIGHT-OF-WAY
- SEWER EASEMENT
- SALT RIVER PROJECT
- SIGHT VISIBILITY EASEMENT
- VEHICULAR NON ACCESS EASEMENT
- INDICATES NON-LIVING SPACE POSITIONING
- INDICATES DRIVEWAY POSITIONING
- BOUNDARY LINE
- EASEMENT LINE
- LOT OR TRACT LINES
- RIGHT-OF-WAY LINE
- SECTION LINE

ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 20____, BY _____

_____, THE _____ OF ESTRELLA NORTH LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ON THEIR BEHALF.

NOTARY PUBLIC, _____

MY COMMISSION EXPIRES _____

OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 NORTH PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
EMAIL: TBRISLIN@HARVARDINVESTMENTS.COM
CONTACT: TIMOTHY P. BRISLIN

LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

PUBLIC UTILITIES

WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
ELECTRIC APS
TELEPHONE CENTURY LINK
GAS SOUTHWEST GAS
CABLE TV COX COMMUNICATIONS

CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

SHEET INDEX

1 COVER SHEET
2 DESCRIPTION, NOTES,
DETAIL AND TABLES
3-4 PLAN SHEETS

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST.

BENCHMARKS

BRASS CAP FLUSH AT INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY,
ELEVATION=1028.37
GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S2 S1 S11 S12 1931,
ELEVATION=1005.12.
ELEVATIONS PER CITY OF GOODYEAR DATUM (NAVD88)

ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA)
COUNTY OF MARICOPA) ss

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 20____, BY _____

_____, THE _____ OF THE VILLAGES AT ESTRELLA
MOUNTAIN RANCH COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR , ARIZONA ON THE _____ DAY

OF _____, 20____.

BY: _____
MAYOR JOE PIZZILLO

ATTEST: _____
CLERK DARCI McCracken

CERTIFICATE OF ASSURED WATER SUPPLY

THE AREA PLATTED HEREON LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARIZONA REVISED STATUTE SECTION 45-576.

CITY ENGINEER SUMEET MOHAN DATE _____

CERTIFICATION

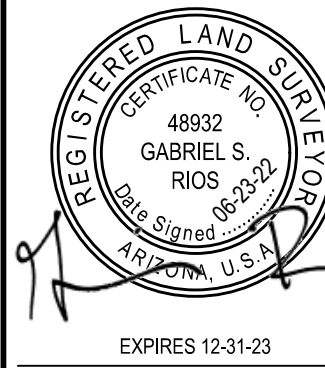
I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2020; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

WOOD
PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management
602.335.8500
www.woodpatel.com

FINAL PLAT
ESTRELLA PARCEL 11.11
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY _____ GSR
CAD TECHNICIAN JKP / C/JG/ WSB
SCALE _____ NTS
DATE 6/23/2022
JOB NUMBER WP# 195071
SHEET 1 OF 4

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TRACT AREA TABLE				
TRACT NO.	TRACT OWNERSHIP AND MAINTENANCE RESPONSIBILITY	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	83,748	1.9226	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, ELECTRICAL EASEMENT AND DRAINAGE
TRACT B	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	32,270	0.7408	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE
TRACT C	VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION	21,284	0.4886	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT AND DRAINAGE

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	4,914	0.1128
LOT 2	4,907	0.1126
LOT 3	4,447	0.1021
LOT 4	4,371	0.1003
LOT 5	4,371	0.1003
LOT 6	4,371	0.1003
LOT 7	5,510	0.1265
LOT 8	5,236	0.1202
LOT 9	6,072	0.1394
LOT 10	6,051	0.1389
LOT 11	4,500	0.1033
LOT 12	4,396	0.1009
LOT 13	4,415	0.1013
LOT 14	4,371	0.1003
LOT 15	4,372	0.1004
LOT 16	4,371	0.1003
LOT 17	4,371	0.1003
LOT 18	4,371	0.1003
LOT 19	4,371	0.1003
LOT 20	4,452	0.1022
LOT 21	4,997	0.1147
LOT 22	4,558	0.1046
LOT 23	5,042	0.1157
LOT 24	4,738	0.1088
LOT 25	4,371	0.1003
LOT 26	4,396	0.1009
LOT 27	4,630	0.1063
LOT 28	4,630	0.1063
LOT 29	4,477	0.1028
LOT 30	4,381	0.1006
LOT 31	4,371	0.1003
LOT 32	4,371	0.1003

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 33	4,371	0.1003
LOT 34	4,371	0.1003
LOT 35	4,584	0.1052
LOT 36	4,592	0.1054
LOT 37	4,604	0.1057
LOT 38	4,819	0.1106

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N53°54'59"E	28.28'
L2	N08°54'59"E	50.00'
L3	N36°05'01"W	28.28'
L4	N08°47'00"W	26.64'
L5	N36°13'00"E	28.28'
L6	N08°47'00"W	50.00'
L7	N53°30'40"W	28.15'
L8	N71°33'56"W	46.29'
L9	S85°51'33"W	46.54'
L10	S85°06'00"W	47.81'
L11	S88°45'45"W	55.62'
L12	N85°53'02"W	55.87'
L17	N42°01'28"W	20.00'
L18	N06°26'41"W	20.00'
L19	S58°35'56"W	19.14'
L20	N40°16'11"W	17.26'
L21	N80°23'46"E	16.47'
L22	N23°55'51"W	16.85'
L23	N51°40'56"E	17.26'
L24	S49°08'27"E	16.97'
L25	S42°35'09"W	16.45'
L26	N09°03'14"W	17.23'

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
BOUNDARY	404,463	9.2852
RIGHT-OF-WAY	90,616	2.0802

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	0°30'08"	420.00'	3.68'	S08°39'55"W	3.68'
C2	17°41'59"	730.00'	225.51'	N00°04'00"E	224.61'
C3	13°32'32"	470.00'	111.09'	S00°22'59"E	110.83'
C13	45°51'22"	225.00'	180.08'	N75°51'19"W	175.31'
C14	44°28'26"	175.00'	135.84'	N76°32'47"W	132.45'
C15	16°25'33"	125.00'	35.84'	S61°08'24"E	35.71'
C16	17°45'10"	50.00'	15.49'	S78°13'46"E	15.43'
C17	125°30'29"	55.00'	120.48'	N24°21'07"W	97.80'
C18	33°49'18"	50.00'	29.52'	S21°29'29"W	29.09'
C19	108°52'43"	55.00'	104.52'	N59°01'11"E	89.49'
C20	17°45'10"	50.00'	15.49'	N75°25'02"W	15.43'
C21	6°09'32"	910.00'	97.82'	N00°17'49"E	97.77'
C22	32°00'37"	75.00'	41.90'	S13°13'22"W	41.36'
C23	16°25'33"	175.00'	50.17'	S61°08'24"E	50.00'
C24	0°52'49"	910.00'	13.98'	N08°28'35"E	13.98'
C25	10°32'22"	450.00'	82.78'	N88°52'16"W	82.66'
C26	44°43'20"	25.00'	19.51'	N74°02'15"E	19.02'
C27	276°09'22"	50.00'	240.99'	N09°45'16"E	66.81'
C28	52°19'48"	25.00'	22.83'	N58°19'58"W	22.05'
C29	9°38'35"	400.00'	67.32'	N89°19'09"W	67.24'
C30	13°03'26"	485.00'	110.53'	S87°36'44"E	110.29'
C31	8°48'49"	435.00'	66.92'	S85°29'25"E	66.85'
C32	13°03'26"	125.00'	28.49'	S02°23'16"W	28.42'
C33	11°41'56"	860.00'	175.60'	N03°04'01"E	175.29'
C34	35°09'06"	125.00'	76.69'	S14°47'36"W	75.49'

ESTRELLA - PARCEL 1.1				
SITE DATA TABLE				
TOTAL GROSS AREA	404,462.54	SQ FT	9.29	AC
TOTAL STREET AREA	90,615.63	SQ FT	2.08	AC
TOTAL NET AREA	313,846.91	SQ FT	7.20	AC
LOT SIZE, MINIMUM DIMENSIONS	47' X 90'			
MINIMUM LOT SIZE	4,230 SQ FT			
AVERAGE LOT SIZE	4,645 SQ FT			
TOTAL NUMBER OF LOTS	38			
TOTAL AREA SUBDIVIDED INTO LOTS	176,544.69	SQ FT	4.05	AC
DENSITY(GROSS ACREAGE)	4.09 DU/AC			
ONSITE OPEN SPACE /LANDSCAPE	137,304.10	SQ FT	3.15	AC
PERCENT OPEN SPACE /LANDSCAPE	33.95%			
ACTIVE OPEN SPACE	21,283.94	SQ FT	0.49	AC
PASSIVE OPEN SPACE	116,020.16	SQ FT	2.66	AC
EXISTING ZONING	LUCERO PAD			

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREETS	2.08
PLUS AREA SUBDIVIDED INTO LOTS	4.05
AREA SUBTOTAL	6.13
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	7.22
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	38
DIVIDED BY ADJUSTED GROSS AREA	7.22
ADJUSTED GROSS DENSITY	5.27
EDU CALCULATION	
NUMBER OF DWELLING UNITS	38
EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (38 x 0.82)	31.16

LEGAL DESCRIPTION

A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION, A 2.5-INCH GENERAL LAND OFFICE (GLO) BRASS CAP, STAMPED T1S R2W S2 S1 S11 S12 1931, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A 2-INCH ALUMINUM CAP, STAMPED T1S R2W 1/4 S2 S1 RLS 36463 2003, BEARS NORTH 00°39'31" EAST (BASIS OF BEARING), A DISTANCE OF 2606.11 FEET;

THENCE ALONG THE WEST LINE OF SAID SECTION 1, NORTH 00°39'31" EAST, A DISTANCE OF 1431.08 FEET;

THENCE LEAVING SAID WEST LINE, SOUTH 89°20'29" EAST, A DISTANCE OF 158.93 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE AND THE POINT OF BEGINNING;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 420.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS SOUTH 81°35'09" EAST, THROUGH A CENTRAL ANGLE OF 00°30'08", A DISTANCE OF 3.68 FEET, TO THE CURVES END;

THENCE NORTH 08°54'59" EAST, A DISTANCE OF 101.74 FEET;

THENCE NORTH 53°54'59" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 08°54'59" EAST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 36°05'01" WEST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 08°54'59" EAST, A DISTANCE OF 248.34 FEET, TO THE BEGINNING OF A CURVE;

THENCE NORTHERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 730.00 FEET, CONCAVE WESTERLY, THROUGH A CENTRAL ANGLE OF 17°41'59", A DISTANCE OF 225.51 FEET, TO THE CURVES END;

THENCE NORTH 08°47'00" WEST, A DISTANCE OF 26.64 FEET;

THENCE NORTH 36°13'00" EAST, A DISTANCE OF 28.28 FEET;

THENCE NORTH 08°47'00" WEST, A DISTANCE OF 50.00 FEET;

THENCE NORTH 53°30'40" WEST, A DISTANCE OF 28.15 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE NORTHERLY ALONG SAID NON-TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 470.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 82°50'45" EAST, THROUGH A CENTRAL ANGLE OF 13°32'32", A DISTANCE OF 111.09 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 81°10'24" EAST, A DISTANCE OF 187.61 FEET;

THENCE SOUTH 52°55'38" EAST, A DISTANCE OF 280.46 FEET;

THENCE SOUTH 69°21'11" EAST, A DISTANCE OF 179.20 FEET;

THENCE SOUTH 17°04'19" EAST, A DISTANCE OF 91.80 FEET, TO THE WESTERLY LINE OF THAT CERTAIN EASEMENT RECORDED AS DOCUMENT NO. 1984-0483397, MCR;

THENCE ALONG SAID WESTERLY LINE, SOUTH 21°29'29" WEST, A DISTANCE OF 595.09 FEET;

THENCE LEAVING SAID WESTERLY LINE, NORTH 88°25'08" WEST, A DISTANCE OF 105.71 FEET;

THENCE NORTH 71°33'56" WEST, A DISTANCE OF 46.29 FEET;

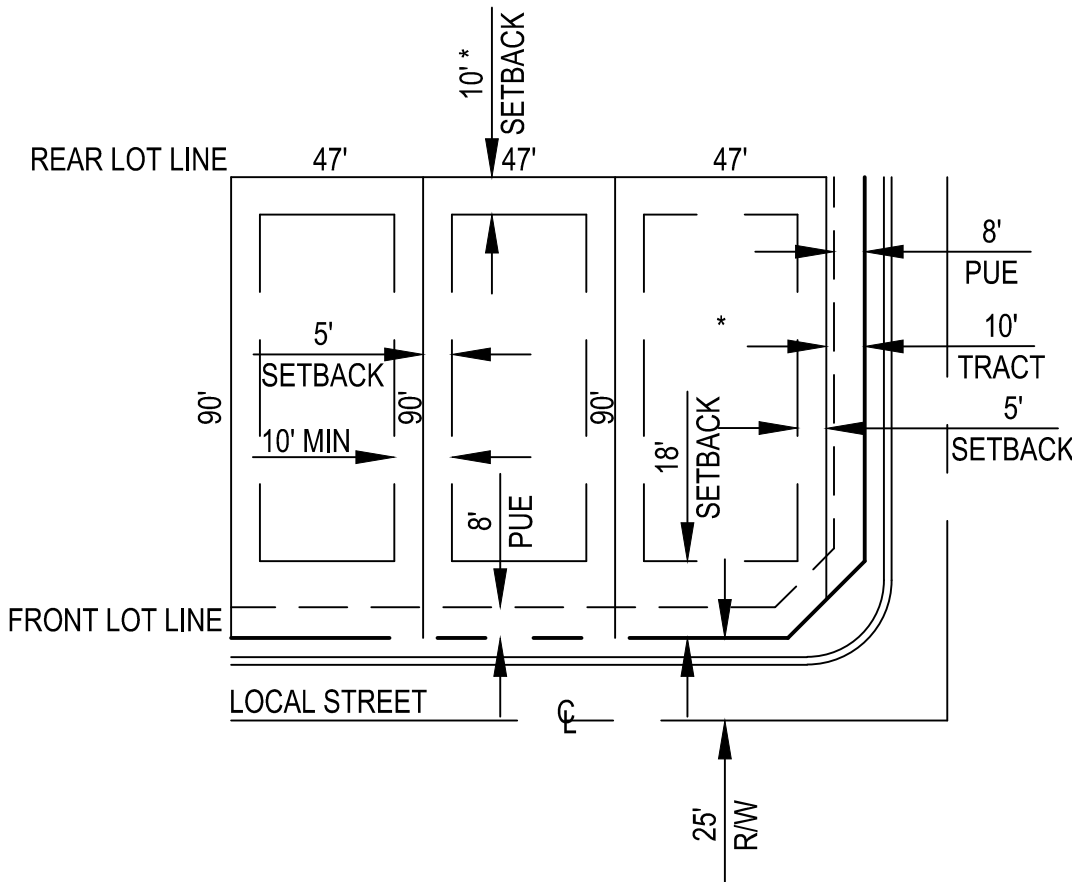
THENCE SOUTH 85°51'33" WEST, A DISTANCE OF 46.54 FEET;

THENCE SOUTH 85°06'00" WEST, A DISTANCE OF 47.81 FEET;

THENCE SOUTH 88°45'45" WEST, A DISTANCE OF 55.62 FEET;

THENCE NORTH 85°53'02" WEST, A DISTANCE OF 55.87 FEET;

THENCE NORTH 89°41'03" WEST, A DISTANCE OF 81.49 FEET, TO THE POINT OF BEGINNING.



TYPICAL 47' X 90' LOT DETAIL

NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER THE LUCERO PAD, AS AMENDED

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CARGD PARTICIPATION.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
 - WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2 INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2 INCHES.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, 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.
- STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
- THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEOWNER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
- ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.
- MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
- DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (1, 15, 19, 29, 30 AND 38) NOTED WITH A "S"
- AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS. (4, 26, 27 AND 36), NOTED WITH AN "★"
- VERTICAL CONTRACTOR TO INSTALL SEWER BACKFLOW PREVENTOR IN LOT. (15, 16, 27, 28, 33 AND 34), NOTED WITH A "H"
- ALL LOTS IN ESTRELLA PARCEL 11.11 ARE MODELED ABOVE 80 PSI AND THEREFORE REQUIRE INDIVIDUAL PRV'S. THE WATER SYSTEM WITHIN THE ESTRELLA PARCEL 11.11 SUBDIVISION IS LOCATED WITHIN THE CITY OF GOODYEAR PRESSURE ZONE 1. PRV'S ARE REQUIRED FOR LOTS WITH PRESSURES IN EXCESS OF 80 PSI, TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED BY THE CUSTOMER.
- EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.
- PARCEL 11.E, SENDERO ROAD NORTH AND ARDMORE ROAD ARE TO BE CONSTRUCTED CONCURRENT WITH, OR PRIOR TO, PARCEL 11.11.



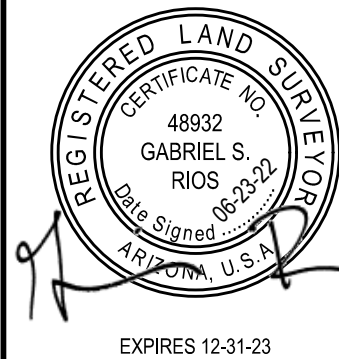
Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT
ESTRELLA PARCEL 11.11
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY	GSR
CAD TECHNICIAN	JKP / C/JG/ WSB
SCALE	NTS
DATE	6/23/2022
JOB NUMBER	WP# 195071
SHEET	2 OF 4

FINAL PLAT

ESTRELLA PARCEL 11.11
GOODYEAR, MARICOPA COUNTY, ARIZONA

CHECKED BY	GSR
CAD TECHNICIAN	JKP / C.JG / WSB
SCALE	1" = 40'
DATE	6/23/2022
JOB NUMBER	WP# 195071
SHEET	3 OF 4

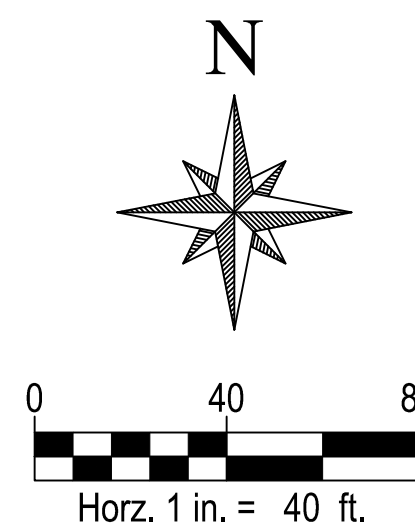
WEST QUARTER CORNER
SECTION 1, T1S, R2W
FOUND 2" AC STAMPED
T1S R2W 1/4 S2 S1
RLS 36463 2003

(BASIS OF BEARING)
N00°39'31"E 2806.11'

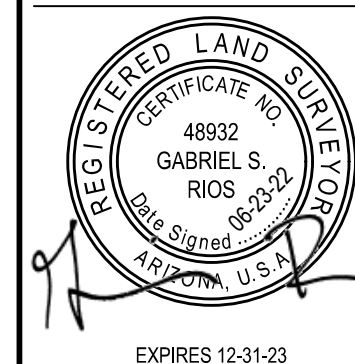
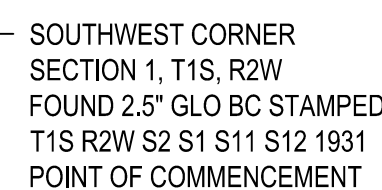
APN 400-03-018Y
ESTRELLA NORTH LLC
REMAINDER OF PARCEL A,
MINOR LAND DIVISION MAP
OF LUCERO PARK,
BOOK 1480, PAGE 2, MCR

APN 400-03-018Y
ESTRELLA NORTH LLC
REMAINDER OF PARCEL A,
MINOR LAND DIVISION MAP
OF LUCERO PARK,
BOOK 1480, PAGE 2, MCR

APN 400-03-018Y
ESTRELLA NORTH LLC
REMAINDER OF PARCEL A,
MINOR LAND DIVISION MAP
OF LUCERO PARK,
BOOK 1480, PAGE 2, MCR



ESTRELLA PARCEL 11.11
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY	GSF
CAD TECHNICIAN	JKP / CJG/ WSE
SCALE	1" = 40'
DATE	6/23/2023
JOB NUMBER	WP# 19507
SHEET	4 OF 4

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOWN ALL MEN BY THESE PRESENTS:

THAT ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "ESTRELLA PARCEL 11.12," A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS, (MCR) LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREIN AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE PLAT OF SAID "ESTRELLA PARCEL 11.12," HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING SAME AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR, IN FEE, TRACT B AND ALL THE STREETS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS WITHIN TRACT A AND IN LOTS DESIGNATED AS "PUE", AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, MAINTAINING, INSPECTING, MODIFYING, REMOVING, REPAIRING AND REPLACING PUBLIC SIDEWALKS OVER AND ABOVE THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITEES; AND FOR PEDESTRIAN TRAVEL BY THE GENERAL PUBLIC OVER ANY PUBLIC SIDEWALKS INSTALLED WITHIN THE PUBLIC UTILITY EASEMENT AREAS. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS AND UNDER ALL AREAS WITHIN TRACT A DESIGNATED AS "WLE" AS SHOWN ON THIS PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREIN ARE FOR THE PURPOSES OF ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATERLINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER AND ACCESS EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WATER AND ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER AND ACCESS EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS) UPON, OVER AND ACROSS ALL AREAS IN THIS PLAT DESIGNATED AS "VNAE" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR NON-EXCLUSIVE ACCESS EASEMENTS ON, OVER, ACROSS, ABOVE AND THROUGH ALL AREAS WITHIN TRACT A DESIGNATED AS "ESVAE" AS SHOWN ON THIS PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "ACCESS EASEMENT AREA(S)"). THE ACCESS EASEMENT(S) DEDICATED HEREIN ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THE ACCESS EASEMENT(S) ARE TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND 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 ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS; OWNER SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE 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"). OWNER 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. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT(S) DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREA(S).

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACT A INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER, AT OWNER'S EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). THE CITY IS NOT OBLIGATED TO PERFORM THE MAINTENANCE WORK, BUT IF THE CITY ENGINEER, THE CITY DIRECTOR OF PUBLIC WORKS AND/OR ANY OF THEIR RESPECTIVE DESIGNEES DETERMINES THAT OWNER HAS FAILED TO PERFORM THE MAINTENANCE WORK, THE CITY MAY UNDERTAKE SUCH MAINTENANCE WORK AT OWNER'S EXPENSE. OWNER SHALL REIMBURSE THE CITY FOR ALL COSTS THE CITY INCURS IN PERFORMING ANY MAINTENANCE WORK, AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD THE CITY HARMLESS AGAINST ALL CLAIMS ARISING FROM OR RELATED TO OWNER'S FAILURE TO PERFORM THE MAINTENANCE WORK AS AND WHEN REQUIRED HEREIN. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT A.

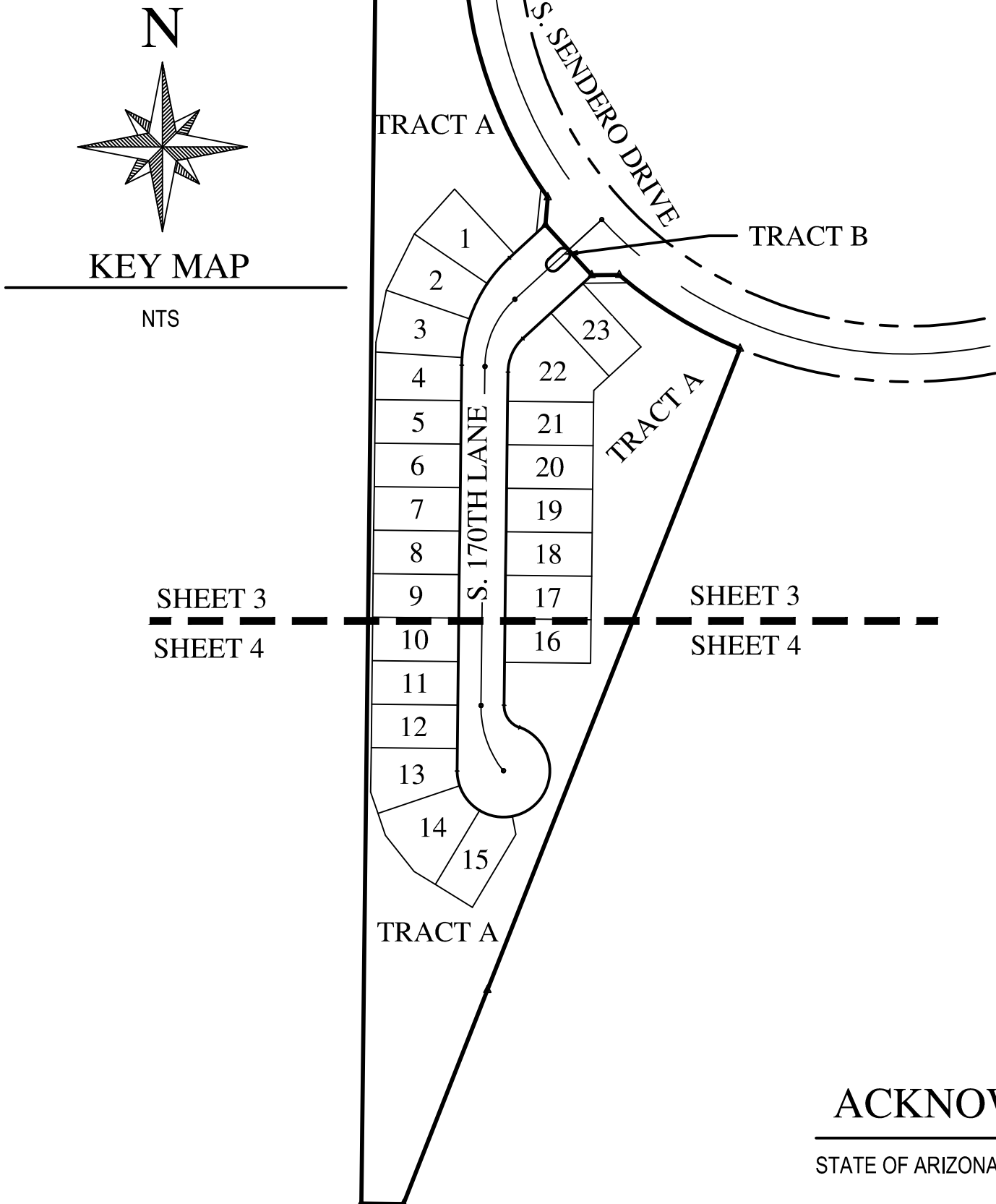
ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY RESERVES THE RIGHT TO CONSTRUCT, REPAIR, REPLACE AND MAINTAIN NON-POTABLE OR IRRIGATION PIPELINES WITHIN THE PUBLIC UTILITY EASEMENT AREAS, THE STREETS AND WITHIN PORTIONS OF THE TRACTS NOT BURDENED BY THE WATER AND ACCESS EASEMENTS GRANTED HEREIN, FOR THE BENEFIT OF OWNER, ESTRELLA COMMUNITY ASSOCIATION, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND ESTRELLA JOINT COMMITTEE, INC. AND THEIR MEMBERS. SAID RIGHTS SHALL BE SUBJECT TO TERMS OF ANY FUTURE AGREEMENT BETWEEN OWNER AND CITY CONCERNING SAID PUBLIC UTILITY EASEMENTS, STREETS, AND TRACTS, CONSTRUCTION, REPAIR, REPLACEMENT, AND MAINTAINED OF NON-POTABLE OR IRRIGATION PIPELINES SHALL REQUIRE APPROVED CONSTRUCTION PLANS AND PERMITS FROM THE CITY OF GOODYEAR, NOT TO BE REASONABLY WITHHELD.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES TRACT A AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREA FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS, AND EASEMENTS SET FORTH HEREIN, HEREBY CONVEYS TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, TRACT A WITHIN THIS PLAT FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

IN CONSIDERATION OF THE CITY OF GOODYEAR'S (THE "CITY") AGREEMENT TO ALLOW THE CONSTRUCTION OF A MEDIAN AND INSTALLATION OF LANDSCAPING WITHIN TRACT B, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, EXPRESSLY AGREES THAT IT SHALL, AT ITS SOLE COST, INSTALL, MAINTAIN AND REPLACE LANDSCAPING WITHIN TRACT B, INCLUDING THE PROVISION OF ALL WATER NEEDED FOR THE MAINTENANCE OF SUCH LANDSCAPING. THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL OBTAIN ALL PERMITS AS MAY BE REQUIRED

FINAL PLAT
FOR
ESTRELLA PARCEL 11.12

A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS, (MCR) LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, GOODYEAR, MARICOPA COUNTY, ARIZONA



DEDICATION (CONTINUED)

BY THE CITY FOR UNDERTAKING WORK WITHIN CITY RIGHT-OF-WAY, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION EXPRESSLY AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY, ITS OFFICERS, ELECTED OFFICIALS, EMPLOYEES AND AGENTS FOR ALL CLAIMS ARISING FROM OR ALLEGED TO HAVE ARISEN FROM THE LANDSCAPING INSTALLED WITHIN TRACT B, INCLUDING THE FAILURE TO MAINTAIN SUCH LANDSCAPING, WITHIN TRACT B. THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL BE RESPONSIBLE FOR TAKING ACTION TO REMEDY ANY UNSAFE CONDITION IDENTIFIED BY THE CITY WITHIN THREE (3) BUSINESS DAYS AFTER BEING NOTIFIED OF SUCH UNSAFE CONDITION BY THE CITY. NOTWITHSTANDING THE FOREGOING, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION RESULTING FROM THE LANDSCAPING WITHIN TRACT B IF THE CITY ENGINEER OR HIS/HER DESIGNEE IN HIS/HER REASONABLE DISCRETION DETERMINES THAT THE SAFETY OF THE PUBLIC REQUIRES THAT THE UNSAFE CONDITION BE REMEDIATED BEFORE THREE (3) BUSINESS DAYS OF ITS DISCOVERY, THE CITY SHALL BE ENTITLED TO REMEDY ANY UNSAFE CONDITION. IN THE EVENT THE CITY EXERCISES ITS RIGHT TO REMEDY UNSAFE CONDITIONS AS PROVIDED HEREIN, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN DOING SO. SHOULD THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FAIL TO MAINTAIN THE LANDSCAPING WITHIN TRACT B AS PROVIDED HEREIN, THE CITY SHALL BE ENTITLED TO REMOVE THE LANDSCAPING OR REMOVE THE LANDSCAPING AND MEDIAN, AND THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION SHALL REIMBURSE THE CITY FOR THE COSTS INCURRED IN SUCH REMOVAL. IN ANY DISPUTE UNDER THIS AGREEMENT, THE SUCCESSFUL PARTY SHALL BE ENTITLED TO COLLECT ITS REASONABLE ATTORNEYS' FEES, AND OTHER COSTS AS DETERMINED BY A COURT OF COMPETENT JURISDICTION.

IN WITNESS WHEREOF, ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY, INCLUDING ITS HEIRS, SUCCESSORS, AND ASSIGNS, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED

THIS _____ DAY OF _____, 2022.

ESTRELLA NORTH LLC, A DELAWARE LIMITED LIABILITY COMPANY

BY: ESTRELLA PARTNERS, LP, A DELAWARE LIMITED PARTNERSHIP
ITS: SOLE MEMBER AND MANAGER

BY: GOODYEAR EMR GP, LLC, A DELAWARE LIMITED LIABILITY COMPANY
ITS: GENERAL PARTNER

BY: EMR HARVARD LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: ADMINISTRATIVE MEMBER

BY: HARVARD INVESTMENTS, INC., A NEVADA CORPORATION
ITS: MANAGER

BY: _____
NAME: TIMOTHY P. BRISLIN
TITLE: AUTHORIZED REPRESENTATIVE

ACKNOWLEDGMENT OF DEDICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2022, BY

_____, THE _____ OF ESTRELLA NORTH LLC,
A DELAWARE LIMITED LIABILITY COMPANY, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES _____

HOMEOWNER'S ASSOCIATION
RATIFICATION

BY THIS RATIFICATION AND CONSENT, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION HEREBY: (I) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE EASEMENTS DEDICATED TO THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION IN THIS PLAT; (II) ACKNOWLEDGES, CONSENTS TO AND ACCEPTS THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO IN THIS PLAT; AND (III) ACCEPTS, SUBJECT TO THE EASEMENTS AND RESTRICTIVE COVENANTS REFLECTED IN THIS FINAL PLAT, OWNERSHIP OF TRACT A AS SHOWN ON THIS THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

RATIFICATION AND CONSENT

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES THE RECORDATION OF THIS PLAT FOR "ESTRELLA PARCEL 11.12" AND RATIFIES, ACKNOWLEDGES, AFFIRMS AND RESPONSIBILITIES SET FORTH THEREIN.

IN WITNESS WHEREOF, THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION, HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER.

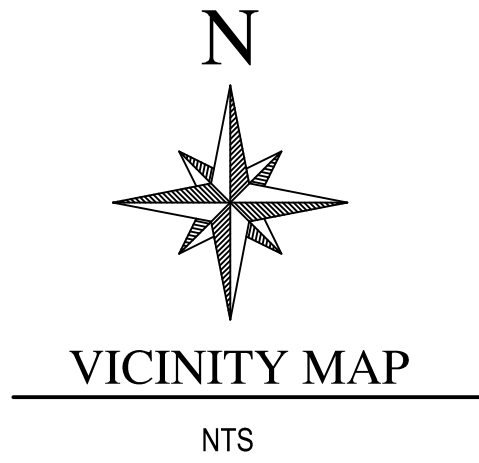
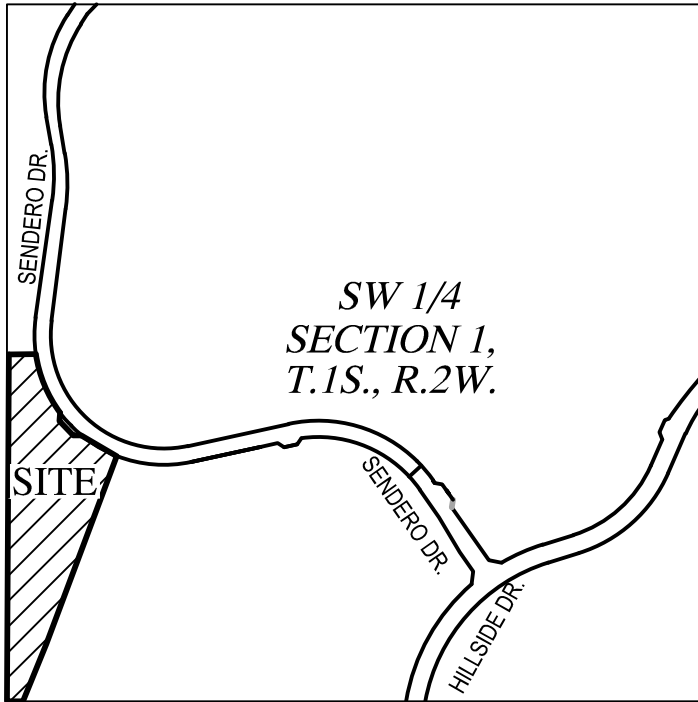
THIS _____ DAY OF _____, 2022

THE VILLAGES AT ESTRELLA MOUNTAIN RANCH COMMUNITY ASSOCIATION

BY: _____

NAME: _____

TITLE: _____



OWNER/DEVELOPER

ESTRELLA NORTH LLC
17700 NORTH PACESETTER WAY, SUITE 100
SCOTTSDALE, ARIZONA 85255
PHONE: (480) 348-1118
EMAIL: TBRIISLIN@HARVARDINVESTMENTS.COM
CONTACT: TIMOTHY P. BRISLIN

LAND SURVEYOR

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: GRIOS@WOODPATEL.COM
CONTACT: GABRIEL RIOS, R.L.S.

PUBLIC UTILITIES

WATER CITY OF GOODYEAR
SEWER CITY OF GOODYEAR
ELECTRIC APS
TELEPHONE CENTURY LINK
GAS SOUTHWEST GAS
CABLE TV COX COMMUNICATIONS

CIVIL ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
PHONE: (602) 335-8500
EMAIL: EBOYLE@WOODPATEL.COM
CONTACT: ETHAN BOYLE, P.E.

SHEET INDEX

1 COVER SHEET
2 DESCRIPTION, NOTES,
DETAIL AND TABLES
3-4 PLAN SHEETS

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, HAVING A BEARING OF NORTH 00 DEGREES 39 MINUTES 31 SECONDS EAST.

BENCHMARKS

BRASS CAP FLUSH AT INTERSECTION OF SAN MIGUEL & ESTRELLA PARKWAY,
ELEVATION=1028.37
GENERAL LAND OFFICE (GLO) BRASS CAP STAMPED T1S R2W S2 S1 S11 S12 1931,
ELEVATION=1005.12.
ELEVATIONS PER CITY OF GOODYEAR DATUM (NAVD88)

ACKNOWLEDGMENT OF RATIFICATION

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS EXECUTED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC,

THIS _____ DAY OF _____, 2022, BY

_____, THE _____ OF THE VILLAGES AT ESTRELLA
MOUNTAIN RANCH COMMUNITY ASSOCIATION, ON THEIR BEHALF.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____

APPROVAL

APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA ON THE _____ DAY
OF _____, 2022.

BY: _____
MAYOR JOE PIZZILLO

ATTEST: _____
CLERK DARCEE McCracken

THIS IS TO CERTIFY THAT THE AREA PLATTED HEREON IS APPROVED AND LIES WITHIN THE DOMESTIC WATER SERVICE AREA OF THE CITY OF GOODYEAR, WHICH IS DESIGNATED AS HAVING AN ASSURED WATER SUPPLY IN ACCORDANCE WITH ARS 45-576

CITY ENGINEER SUMEET MOHAN

DATE

CERTIFICATION

I, GABRIEL S. RIOS, OF WOOD, PATEL & ASSOCIATES, INC. HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF FOUR (4) SHEETS REPRESENTS A SURVEY PERFORMED UNDER MY SUPERVISION DURING THE MONTH OF SEPTEMBER, 2020; THAT THE SURVEY IS CORRECT AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF; THAT THE BOUNDARY MONUMENTS EXIST AS SHOWN AND ARE SUFFICIENT TO ALLOW THE SURVEY TO BE RETRACED; THAT THE CONTROL POINTS AND LOT CORNERS SHALL BE LOCATED AS SHOWN AT THE TIME OF CONSTRUCTION.

GABRIEL S. RIOS
REGISTERED LAND SURVEYOR #48932
WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE - SUITE 100
PHOENIX, ARIZONA 85021
(602) 335-8500
SURVEYOR@WOODPATEL.COM

WOOD
PATEL

Wood, Patel & Associates, Inc.

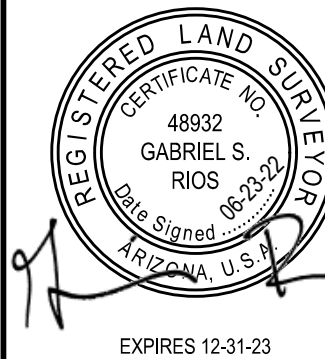
Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT

ESTRELLA PARCEL 11.12
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY _____ GSR
CAD TECHNICIAN _____ JKP / CUG / WSB
SCALE _____ NTS
DATE _____ 06/23/2022
JOB NUMBER _____ WP# 195072
SHEET _____ 1 OF 4

LOT AREA TABLE		
LOT NO.	LOT AREA SQUARE FEET	LOT AREA ACRES
LOT 1	5,073	0.1164
LOT 2	5,176	0.1188
LOT 3	5,166	0.1186
LOT 4	4,568	0.1049
LOT 5	4,371	0.1003
LOT 6	4,371	0.1003
LOT 7	4,371	0.1003
LOT 8	4,371	0.1003
LOT 9	4,371	0.1003
LOT 10	4,371	0.1003
LOT 11	4,371	0.1003
LOT 12	4,371	0.1003
LOT 13	5,250	0.1205
LOT 14	6,392	0.1468
LOT 15	4,597	0.1055
LOT 16	4,371	0.1003
LOT 17	4,371	0.1003
LOT 18	4,371	0.1003
LOT 19	4,371	0.1003
LOT 20	4,371	0.1003
LOT 21	4,371	0.1003
LOT 22	6,952	0.1596
LOT 23	4,371	0.1003

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
BOUNDARY	277,419	6.3687
RIGHT-OF-WAY	38,043	0.8733

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
C1	28°35'07"	480.00'	239.48'	S21°30'39"E	237.00'
C2	18°20'11"	480.00'	153.61'	S58°35'17"E	152.96'
C3	180°00'00"	7.42'	23.31'	S42°36'42"E	14.84'
C4	46°43'47"	160.00'	130.49'	S24°01'25"W	126.91'
C5	46°43'47"	50.00'	40.78'	S24°01'25"W	39.66'
C6	71°11'05"	25.00'	31.06'	S34°16'30"E	29.10'
C7	249°43'10"	50.00'	217.92'	N54°59'32"E	82.06'
C8	39°04'58"	111.70'	76.19'	S18°52'58"E	74.73'
C9	46°43'47"	100.00'	81.56'	S24°01'25"W	79.32'
C10	180°00'00"	7.42'	23.31'	N42°36'42"W	14.84'

EASEMENT CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD
EC11	69°09'30"	48.00'	57.94'	N56°04'46"E	54.48'
EC12	69°09'30"	28.00'	33.80'	N56°04'46"E	31.78'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S05°11'51"W	29.63'
L2	N89°34'45"E	29.63'
L3	N11°16'16"W	20.00'

LINE TABLE		
LINE	BEARING	DISTANCE
L4	N47°23'18"E	15.16'
L5	S47°23'18"W	15.16'

TRACT AREA TABLE			
TRACT NO.	TRACT AREA SQUARE FEET	TRACT AREA ACRES	USE
TRACT A	130,240	2.9899	LANDSCAPE, OPEN SPACE, PUBLIC UTILITY EASEMENT, WATERLINE EASEMENT, EMERGENCY SERVICE VEHICLE ACCESS EASEMENT AND DRAINAGE
TRACT B	398	0.0091	MEDIAN, DRAINAGE AND LANDSCAPE

NOTE
TRACT "A" WILL BE OWNED AND MAINTAINED
BY THE VILLAGES AT ESTRELLA MOUNTAIN
RANCH COMMUNITY ASSOCIATION (HOA).
TRACT "B" WILL BE OWNED BY THE CITY OF
GOODYEAR AND MAINTAINED BY THE HOA.

ESTRELLA - PARCEL I.2			
SITE DATA TABLE			
TOTAL GROSS AREA	277,418.89	SQ FT	6.37 AC
TOTAL STREET AREA	38,042.83	SQ FT	0.87 AC
TOTAL NET AREA	239,376.06	SQ FT	5.50 AC
LOT SIZE, MINIMUM DIMENSIONS	47' X 90'		
MINIMUM LOT SIZE	4,230 SQ FT		
AVERAGE LOT SIZE	4,728 SQ FT		
TOTAL NUMBER OF LOTS	23		
TOTAL AREA SUBDIVIED INTO LOT	108,738.03	SQ FT	2.50 AC
DENSITY (GROSS ACREAGE)	3.61	DU/AC	
ONSITE OPEN SPACE /LANDSCAPE	130,638.03	SQ FT	3.00 AC
PERCENT OPEN SPACE /LANDSCAPE	47.09%		
ACTIVE OPEN SPACE	46,000.00	SQ FT	1.06 AC
PASSIVE OPEN SPACE	84,638.03	SQ FT	1.94 AC
EXISTING ZONE	LUCERO PAD		

CALCULATION OF ADJUSTED GROSS AREA	
AREA OF LOCAL STREET ROW	0.87
PLUS AREA SUBDIVIDED INTO LOTS	2.50
AREA SUBTOTAL	3.37
APPLY 15% OPEN SPACE FACTOR (CONSTANT)	0.85
ADJUSTED GROSS AREA (SUBTOTAL DIVIDED BY 85%)	3.96
EDU DENSITY CALCULATION	
NUMBER OF DWELLING UNITS	23
DIVIDED BY ADJUSTED GROSS AREA	3.96
ADJUST GROSS DENSITY	5.80
EDU CALCULATION	
NUMBER OF DWELLING UNITS	23
EDU CALC - FACTOR OF 0.82 FOR 4-6 DU/AC	0.82
EQUIV. DENSITY (23 x 0.82)	18.86

LEGAL DESCRIPTION

A PORTION OF PARCEL A, MINOR LAND DIVISION MAP OF LUCERO PARK, RECORDED IN BOOK 1480, PAGE 2, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN SECTION 1, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID PARCEL AND THE SOUTHWEST CORNER OF SAID SECTION, A 2 1/2-INCH GENERAL LAND OFFICE BRASS CAP, STAMPED T1S R2W S2 S1 S11 S12 1931, FROM WHICH THE WEST QUARTER CORNER OF SAID SECTION, A 2-INCH ALUMINUM CAP, STAMPED T1S R2W 1/4 S2 S1 RLS 36463 2003, BEARS NORTH 00°39'31" EAST (BASIS OF BEARING), A DISTANCE OF 2606.11 FEET;

THENCE ALONG THE WEST LINE OF SAID PARCEL AND THE WEST LINE OF SAID SECTION, NORTH 00°39'31" EAST, A DISTANCE OF 1307.48 FEET;

THENCE LEAVING SAID WEST LINES, NORTH 90°00'00" EAST, A DISTANCE OF 99.62 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, CONCAVE EASTERLY, WHOSE RADIUS BEARS NORTH 82°46'55" EAST, THROUGH A CENTRAL ANGLE OF 28°35'07", A DISTANCE OF 239.48 FEET;

THENCE SOUTH 05°11'51" WEST, A DISTANCE OF 29.63 FEET;

THENCE SOUTH 42°36'42" EAST, A DISTANCE OF 74.00 FEET;

THENCE NORTH 89°34'45" EAST, A DISTANCE OF 29.63 FEET, TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE;

THENCE SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, CONCAVE NORTHEASTERLY, WHOSE RADIUS BEARS NORTH 40°34'48" EAST, THROUGH A CENTRAL ANGLE OF 18°20'11", A DISTANCE OF 153.61 FEET, TO THE WEST LINE OF THAT CERTAIN APS EASEMENT RECORDED IN DOCUMENT NO. 1989-0252752, MCR, AND A POINT OF INTERSECTION WITH A NON-TANGENT LINE:

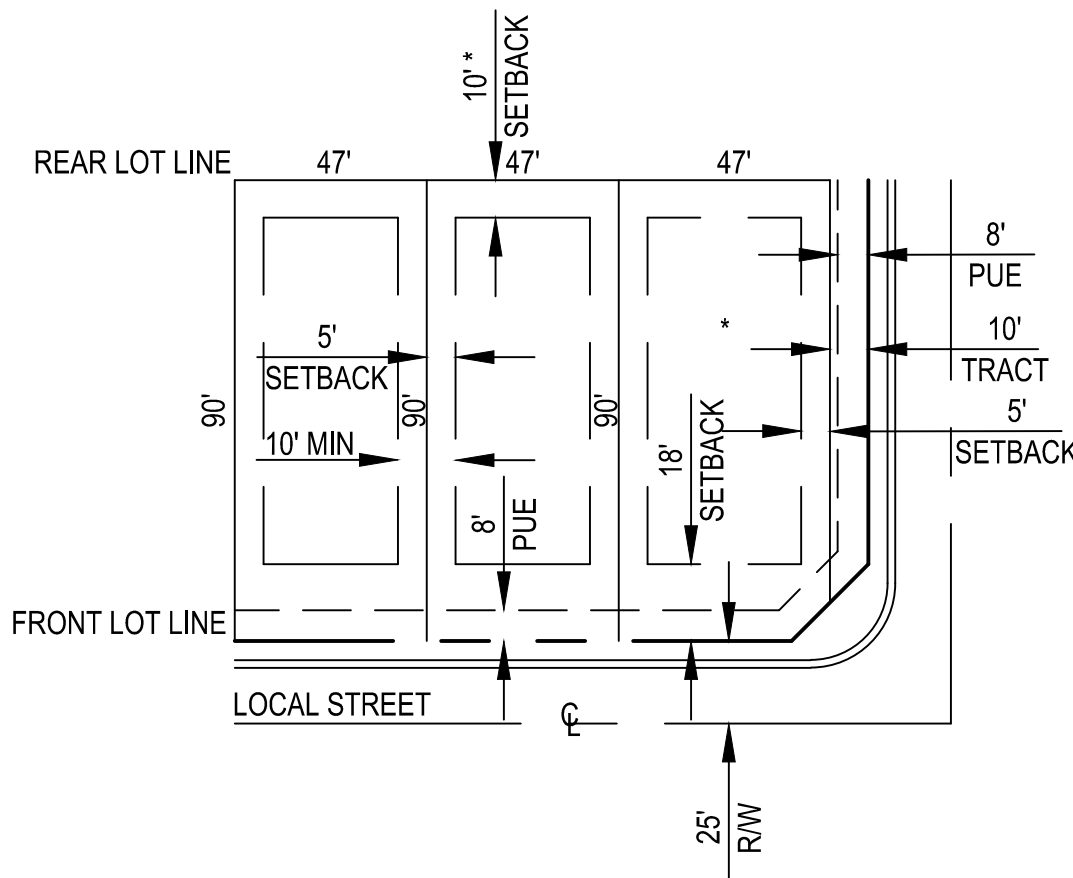
THENCE ALONG SAID WEST LINE, SOUTH 21°30'01" WEST, A DISTANCE OF 744.54 FEET;

THENCE SOUTH 21°26'55" WEST, A DISTANCE OF 248.28 FEET, TO THE SOUTH LINE OF SAID PARCEL;

THENCE LEAVING SAID WEST LINE, ALONG SAID SOUTH LINE, NORTH 89°30'18" WEST, A DISTANCE OF 45.48 FEET, TO THE POINT OF BEGINNING.

LEGEND

	SURVEY MONUMENT FOUND AS NOTED
	SURVEY MONUMENT WITH RLS TAG OR CAP
	TO BE SET UNLESS OTHERWISE NOTED
	SUBDIVISION CORNER
	ALUMINUM CAP
	ASSESSOR PARCEL NUMBER
	BRASS CAP
	DOCUMENT
	EMERGENCY SERVICE VEHICLE ACCESS EASEMENT
	GENERAL LAND OFFICE
	MARICOPA COUNTY RECORDS
	PUBLIC UTILITY EASEMENT
	RIGHT-OF-WAY
	SALT RIVER PROJECT
	SIGHT VISIBILITY EASEMENT
	VEHICULAR NON ACCESS EASEMENT
	WATERLINE EASEMENT
	INDICATES DRIVEWAY POSITIONING
	BOUNDARY LINE
	EASEMENT LINE
	LOT OR TRACT LINES
	RIGHT-OF-WAY LINE
	SECTION LINE



TYPICAL 47' X 90' LOT DETAIL

NTS

NOTES
*SETBACKS AND DEVELOPMENT STANDARDS PER
THE LUCERO PAD, AS AMENDED

NOTES

- THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CARGD PARTICIPATION.
- NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT; UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED AND NO VEGETATION SHALL BE PLANTED OR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE, BUT ARE NOT LIMITED TO, STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE, BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF SEALANT ON ALL CRACKS AND JOINTS AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
 - IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
 - THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
 - DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
 - MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING INSECT AND PEST CONTROL, RESEEDING, REPLACEMENT AND ALL OTHER MEASURES TO ENSURE GOOD NORMAL GROWTH.
 - WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND IS AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2 INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2 INCHES.
 - AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREAS SHALL BE ALIVE, 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.
- STRUCTURES WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF 3 FEET; LANDSCAPING WITHIN SIGHT VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN 2 FEET (NATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN 7 FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN 8 FEET APART.
- THE HOMEOWNER'S ASSOCIATION SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORM WATER MANAGEMENT ON A PROPERTY.
- THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE. THE OWNER DOES RELEASE AND DISCHARGE THE CITY OF GOODYEAR, DEVELOPER, AND HOMEOWNER FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR FUTURE DAMAGES AND COMPLAINTS OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE FROM THE OPERATION OF SUCH AIRCRAFT NEAR AND OVER THE AREA.
- ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND. (EXCEPTIONS WILL BE NOTED).
- ALL LOT CORNERS SHALL BE MONUMENTED WITH HALF-INCH REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS.
- MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT AND/OR PUE.
- DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE FURTHEST FROM THE STREET INTERSECTION. (1, 15, 16 AND 23) NOTED WITH A "\$"
- ALL LOTS IN ESTRELLA PARCEL 11.12 ARE MODELED ABOVE 80 PSI AND THEREFORE REQUIRE INDIVIDUAL PRV'S. THE WATER SYSTEM WITHIN THE ESTRELLA PARCEL 11.12 SUBDIVISION IS LOCATED WITHIN THE CITY OF GOODYEAR PRESSURE ZONE 1. PRV'S ARE REQUIRED FOR LOTS WITH PRESSURES IN EXCESS OF 80 PSI, TO BE INSTALLED BY THE CONTRACTOR AND MAINTAINED BY THE CUSTOMER.
- EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE DEVELOPMENT AGREEMENT FOR LUCERO, DEVELOPER SHALL CONSTRUCT ALL TRAFFIC SIGNALS WITHIN AND/OR ADJACENT TO THE PROPERTY WHEN SUCH TRAFFIC SIGNALS ARE WARRANTED.
- PARCEL 11.E, PARCEL 11.F1, SENDERO DRIVE PHASE 2, SENDERO DRIVE PHASE 3 AND ARDMORE ROAD ARE TO BE CONSTRUCTED CONCURRENT WITH, OR PRIOR TO, PARCEL 11.12.

WOOD
PATEL

Wood, Patel & Associates, Inc.

Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT

ESTRELLA PARCEL 11.12
GOODYEAR, MARICOPA COUNTY, ARIZONA

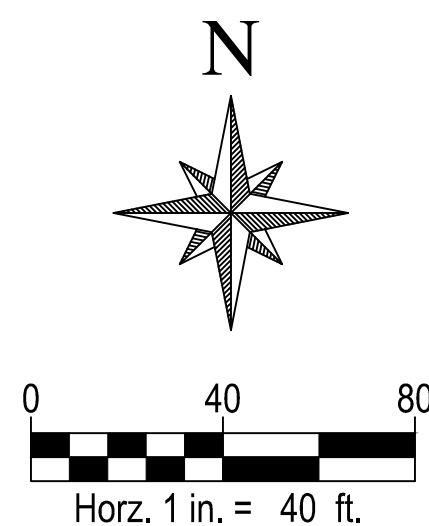
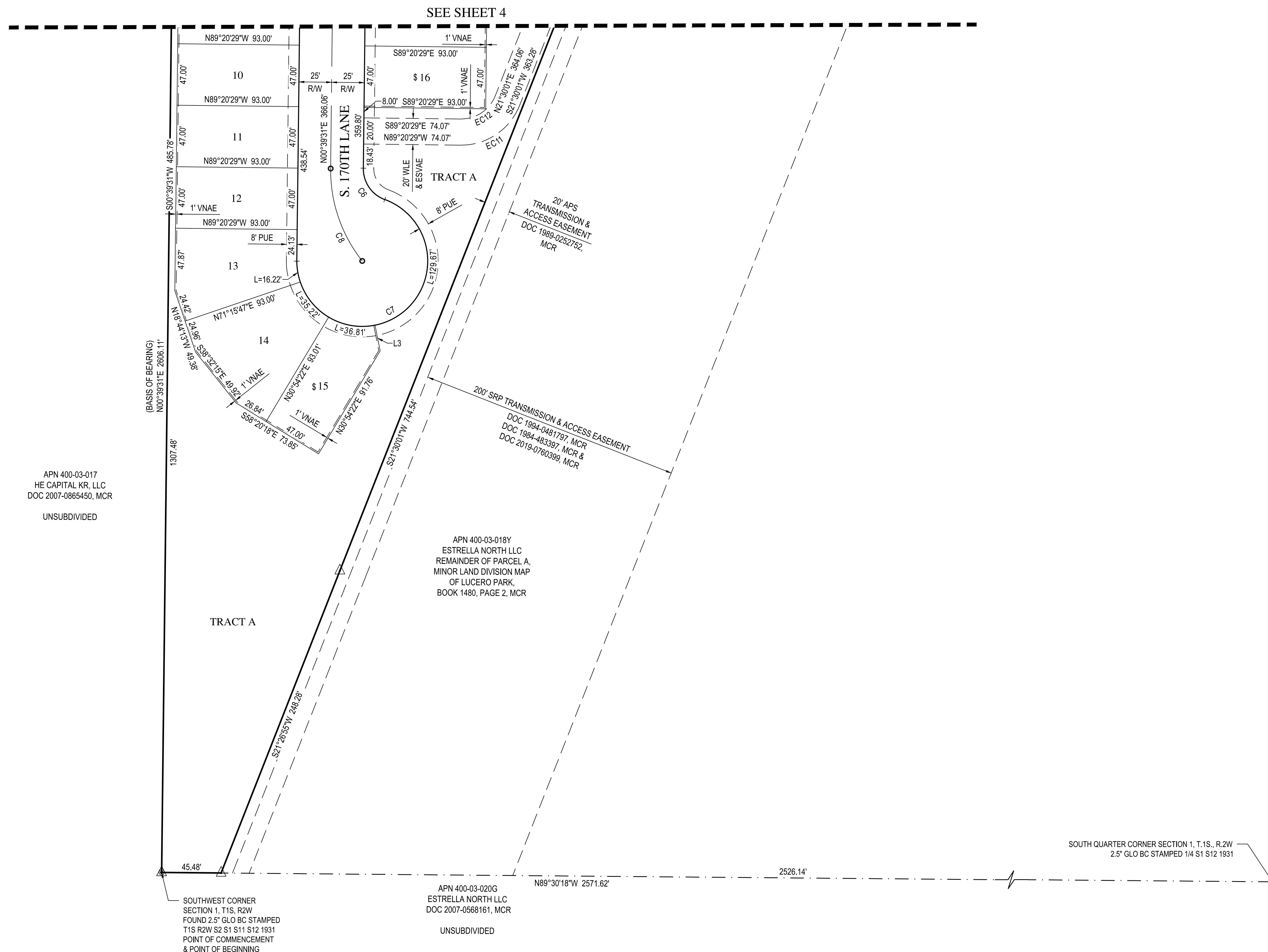


CHECKED BY	GSR
CAD TECHNICIAN	JKP / CJG / WSB
SCALE	NTS
DATE	06/23/2022
JOB NUMBER	WP# 195072
SHEET	2 OF 4

ESTRELLA PARCEL 11.12
GOODYEAR, MARICOPA COUNTY, ARIZONA



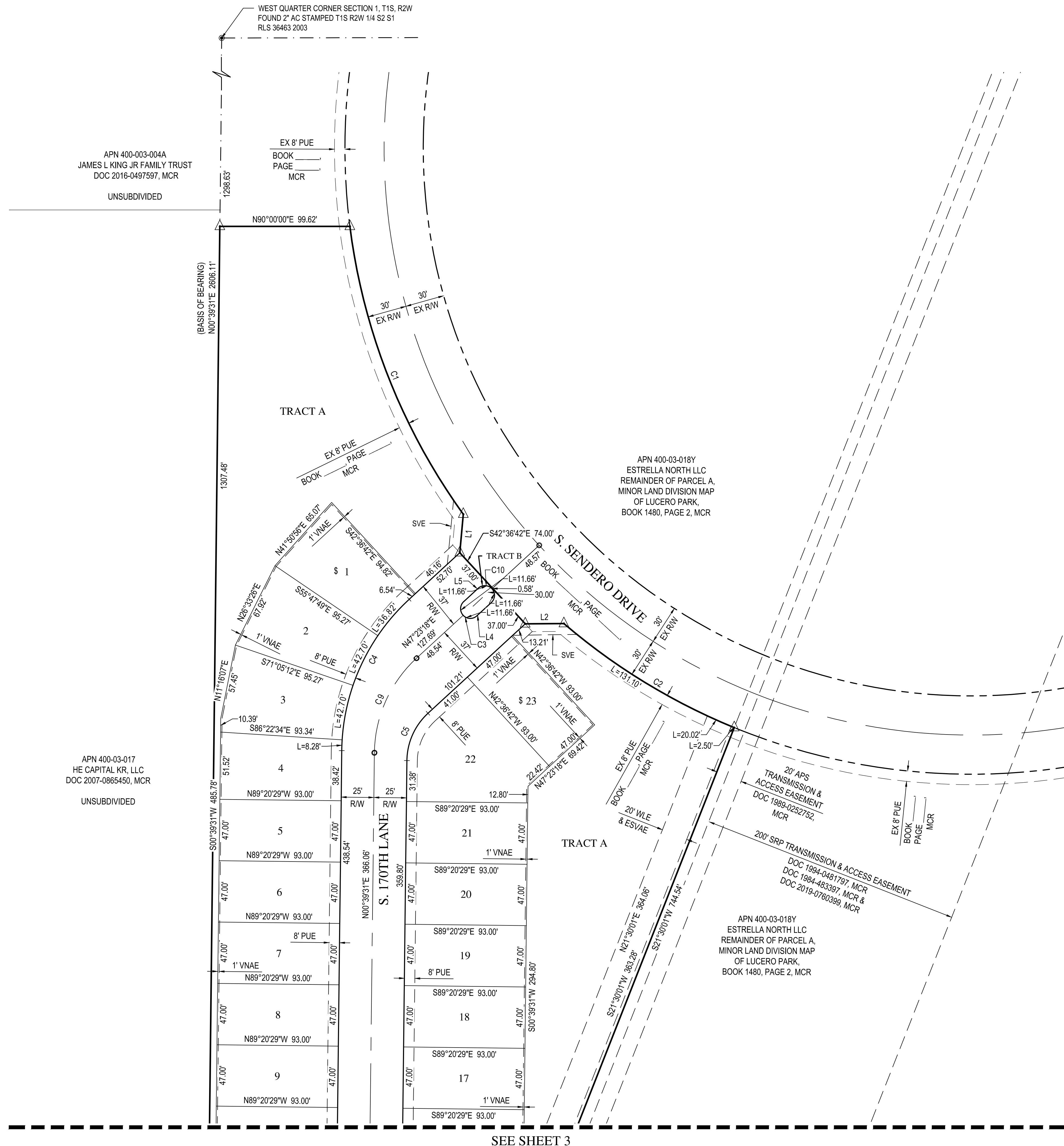
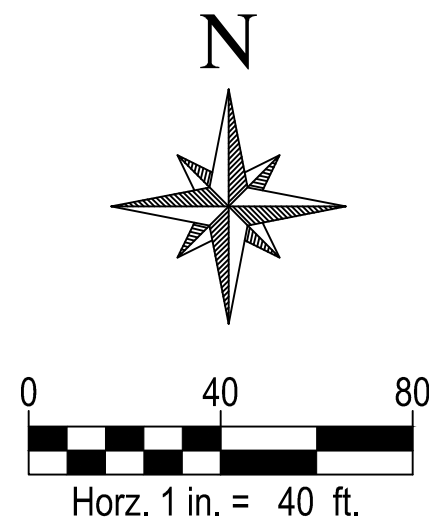
CHECKED BY	GSR
CAD TECHNICIAN	JKP / CJG / WSB
SCALE	1" = 40'
DATE	06/23/2022
JOB NUMBER	WP# 195072
SHEET	3 OF 4



FINAL PLAT
ESTRELLA PARCEL 11.12
GOODYEAR, MARICOPA COUNTY, ARIZONA



CHECKED BY GSR
CAD TECHNICIAN JKP / CJG / WSB
SCALE 1" = 40'
DATE 06/23/2022
JOB NUMBER WP# 195072
SHEET 4 OF 4



SEE SHEET 3

ITEM #: 16.
DATE: 07/11/2022
AI #:951



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE AMENDMENT 11 TO THE IGA BETWEEN THE CITY OF GOODYEAR AND THE REGIONAL PUBLIC TRANSIT AUTHORITY FOR THE CONTINUED PROVISION OF TRANSIT SERVICES

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

SUMMARY

The eleventh amendment to the IGA will renew Valley Metro's obligation to provide express bus trips at the Goodyear Park and Ride, fixed route bus service on Route 3 and Route 17, Zoom Circulator service along Litchfield and McDowell Roads for four months and Paratransit/Americans with Disabilities Act (ADA) services via Dial A Ride and the RideChoice program. Small Urbanized Area federal transit funding will offset \$135,054 of the city's cost to provide FY2023 Zoom, Dial A Ride and RideChoice services, requiring a city share of \$340,032.

Recommendation

Authorize the City Manager to approve Transit Services Amendment 11 between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services in Goodyear and related FY2023 budget transfer. (Christine McMurdy, Project Management Coordinator)

FISCAL IMPACT

The FY2023 total cost of the city's share of services under this agreement is \$340,032, which is comprised of \$71,391 for approximately four months of Avondale Zoom service in Goodyear, \$140,148 for Regional Paratransit and \$128,493 for RideChoice services.

The Zoom cost is only for the portion of the route in Goodyear for four months of service. The cost, net of fare revenue, is split between Federal operating assistance and the city. The city share of \$140,148 is included in the FY2023 base budget using revenue from Arizona Lottery Funds (ALF) to cover the cost of service.

The last day of service on the Zoom extension in Goodyear is October 23, 2022. The City of Avondale is moving the route from the northern portion of their city to the south effective October 24, 2022.

The FY2023 estimated city share of the cost of federally mandated regional paratransit service (Dial A Ride) is \$140,148 after fare revenue, federal operating funds, and \$15,700 in Public Transportation Funds (Prop 400) is deducted.

The FY2023 city share of the cost to provide RideChoice service is \$128,493 after fare

revenue and federal operating funding is deducted.

Staff is requesting a budget transfer of \$340,032 from the ALF fund balance (\$547,232.86) to cover the cost for FY2023 transit services.

BACKGROUND AND PREVIOUS ACTIONS

Schedule A of the Amendment refers to regionally funded Fixed Route Bus Service, which includes the Route 562 Express bus operating out of the Goodyear Park and Ride Monday through Friday, Route 17 (McDowell Road) and Route 3 (Van Buren), which operate Monday through Sunday. Regional Public Transportation Funds (Prop 400) pay for these services.

Schedule B refers to the Avondale ZOOM neighborhood circulator, which connects residents of Goodyear, Avondale and Tolleson to local destinations for \$0.50 per ride. In Goodyear, the route operates from Dysart & McDowell Road west to Litchfield Road, north to Indian School Road and east to north 138th Drive. The Circulator operates Monday-Friday from 5am-9pm, and Saturday, and Sunday from 6am-6pm. The cost for four months of service for FY2023 is \$71,391. The City of Avondale is moving the Zoom circulator to the southern portion of their city, which will eliminate the Goodyear portion of the route effective October 23, 2022.

Schedule C refers to federally mandated ADA paratransit (Dial A Ride) service, which is required to be provided within $\frac{3}{4}$ miles of Route 17, Route 3 and the ZOOM circulator route. Schedule C of the Amendment shows that after the city's allocation of Proposition 400 Paratransit funds (identified in Schedule E), the cost for paratransit service in FY23 is \$140,148.

Schedule D refers to the RideChoice program, which offers ADA certified residents of Goodyear a trip to work, school or medical appointments for \$3 for up to 8 miles or a mileage-based option that allows customers up to 400 miles per month, for trips of up to 50 miles in length, for \$3 per trip. The cost of service for FY2023 is \$128,493. The city pays for RideChoice services using advertising revenue from the Digital Marquee at the Park and Ride.

STAFF ANALYSIS

Post-Covid-19 Transit Operations

Over the last year, transit agencies across the country, including Valley Metro, found themselves adapting to a new landscape in public transit. Operator shortages, changing commute patterns and lagging ridership recovery have hamstrung transit agencies.

At Valley Metro, a combination of inflation and worker shortages led to a rapid increase in wages for transit operators and related support service agencies. As a result, several existing fixed-price service contracts that Valley Metro depends upon for transit services are now unable to hire and retain the staff to meet their contractual obligations - causing missed and degraded services to the region. While ridership is still well below pre-pandemic levels, staff is seeing almost normal or pre-pandemic passenger boardings on Paratransit and RideChoice services. Express bus continues to lag in boardings due to ongoing remote working arrangements that may become permanent. Most express bus riders are choice riders – they have options on whether to telecommute, drive or ride the bus. Despite the low ridership on the express buses in the region, weekly vehicle counts at the Goodyear Park and Ride are increasing, which is most likely a sign of additional vanpool and carpool activity in response to higher gasoline prices.

Public transit exists to meet the needs of the communities it serves and it has the potential to be more nimble and provide an incredibly valuable service to those who need it. Zoom was introduced in Goodyear five years ago as an experiment for Goodyear residents and an opportunity for Avondale residents to reach Target and other commercial destinations nearby. The Southwest Valley Local Transit System Study conducted by MAG and adopted by Goodyear in 2013 recommended an expansion of Zoom to Goodyear in order to build on the success of the ZOOM circulator by increasing the service area to the north and increase transit capacity in the southwest area.

When it became clear that the Avondale/Goodyear UZA would be absorbed into the larger Phoenix/Mesa UZA because of the 2020 Census, both cities engaged the Maricopa Association of Governments (MAG) in a new study, the Avondale/Goodyear Transit Study, to seek direction on how best to continue to provide transit services locally. MAG's consultant completed the Study in 2021, recommending reduced service coverage on the Zoom neighborhood circulator in north Avondale where ridership was at its lowest levels. The study also recommended initiating a Microtransit pilot program focused on a zone in the southern part of Goodyear where transit demand is greatest (based on public outreach information during the study period).

Since the Goodyear City Council approved the pilot project in January, staff in Goodyear and Avondale worked with the City of Phoenix Public Transit staff to secure approval to use federal funds for a portion of the pilot. The Request for Proposals to invite transit service providers to bid on the service was issued in March with an early April deadline. Out of the five companies that submitted proposals, two were selected for interviews in early June and negotiations with a finalist are expected to wrap up in mid-July. Staff expects to bring a contract for a Microtransit provider to Council for consideration in August, along with an IGA from the City of Phoenix to accept federal funds for the pilot. Communications and marketing will take begin once the contracts are approved, with an expected launch of the service in early October.

Attachments

RPTA IGA Amendment 11 FY2023

RPTA IGA

Presentation

AGENDA ITEM #: _____

DATE: July 11, 2022

CAR #: 951



CITY COUNCIL ACTION REPORT

SUBJECT: Approve Amendment 11 to the IGA between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services.

STAFF PRESENTER(S): Christine McMurdy, Project Management Coordinator

OTHER PRESENTER(S): N/A

Summary: The eleventh amendment to the IGA will renew Valley Metro's obligation to provide express bus trips at the Goodyear Park and Ride, fixed route bus service on Route 3 and Route 17, Zoom Circulator service along Litchfield and McDowell Roads for four months and Paratransit/Americans with Disabilities Act (ADA) services via Dial A Ride and the RideChoice program. Small Urbanized Area federal transit funding will offset \$135,054 of the city's cost to provide FY2023 Zoom, Dial A Ride and RideChoice services, requiring a city share of \$340,032.

Recommendation:

Authorize the City Manager to approve Transit Services Amendment 11 between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services in Goodyear and related FY2023 budget transfer.

Fiscal Impact: The FY2023 total cost of the city's share of services under this agreement is \$340,032, which is comprised of \$71,391 for approximately four months of Avondale Zoom service in Goodyear, \$140,148 for Regional Paratransit and \$128,493 for RideChoice services.

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At Valley Metro, a combination of inflation and worker shortages led to a rapid increase in wages for transit operators and related support service agencies. As a result, several existing fixed-price service contracts that Valley Metro depends upon for transit services are now unable to hire and retain the staff to meet their contractual obligations - causing missed and degraded services to the region. While ridership is still well below pre-pandemic levels, staff is seeing almost normal or

pre-pandemic passenger boardings on Paratransit and RideChoice services. Express bus continues to lag in boardings due to ongoing remote working arrangements that may become permanent. Most express bus riders are choice riders – they have options on whether to telecommute, drive or ride the bus. Despite the low ridership on the express buses in the region, weekly vehicle counts at the Goodyear Park and Ride are increasing, which is most likely a sign of additional vanpool and carpool activity in response to higher gasoline prices.

Public transit exists to meet the needs of the communities it serves and it has the potential to be more nimble and provide an incredibly valuable service to those who need it. Zoom was introduced in Goodyear five years ago as an experiment for Goodyear residents and an opportunity for Avondale residents to reach Target and other commercial destinations nearby. The Southwest Valley Local Transit System Study conducted by MAG and adopted by Goodyear in 2013 recommended an expansion of Zoom to Goodyear in order to build on the success of the ZOOM circulator by increasing the service area to the north and increase transit capacity in the southwest area.

When it became clear that the Avondale/Goodyear UZA would be absorbed into the larger Phoenix/Mesa UZA because of the 2020 Census, both cities engaged the Maricopa Association of Governments (MAG) in a new study, the Avondale/Goodyear Transit Study, to seek direction on how best to continue to provide transit services locally. MAG's consultant completed the Study in 2021, recommending reduced service coverage on the Zoom neighborhood circulator in north Avondale where ridership was at its lowest levels. The study also recommended initiating a Microtransit pilot program focused on a zone in the southern part of Goodyear where transit demand is greatest (based on public outreach information during the study period).

Since the Goodyear City Council approved the pilot project in January, staff in Goodyear and Avondale worked with the City of Phoenix Public Transit staff to secure approval to use federal funds for a portion of the pilot. The Request for Proposals to invite transit service providers to bid on the service was issued in March with an early April deadline. Out of the five companies that submitted proposals, two were selected for interviews in early June and negotiations with a finalist are expected to wrap up in mid-July. Staff expects to bring a contract for a Microtransit provider to Council for consideration in August, along with an IGA from the City of Phoenix to accept federal funds for the pilot. Communications and marketing will take begin once the contracts are approved, with an expected launch of the service in early October.

Attachments:

RPTA IGA Amendment 11 FY23

**TRANSIT SERVICES AMENDMENT ELEVEN
BETWEEN THE CITY OF GOODYEAR (“Member”)**

AND

THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY

Contract # 136-75-2023

THIS AMENDMENT dated this 1st day of July, 2022, amends the following items of the Transit Services Agreement Contract #136-75-2022 entered into between the City of Goodyear and the Regional Public Transportation Authority date the 1st day of July 2015, as amended October 26, 2015, July 1, 2016, July 1, 2017, July 1, 2018, March 25, 2019, July 1, 2019, September 23, 2019, July 1, 2020, and July 1, 2021 (collectively the Transit Service Agreement dated July 1, 2015 and each amendment thereto is referred to as the (“Agreement”))

The following Sections amend those sections of the Agreement entered into July 1, 2021.

SCHEDULE “D” – RIDECHOICE SERVICE OVERVIEW
ADA Mandated Paratransit Service Overview

Valley Metro RideChoice Overview	
Effective July 1, 2022	
Service Overview	
Trip Limits	Base level is 20 trips per month. If a rider uses RideChoice to get to work, school or medical appointments, rider may request an increase to 50 trips per month. Unused trips do not roll over. If customers need to take longer trips, they may be eligible to receive their service as a monthly allocation of 400 miles which can be used for trips of up to no more than 50 miles in length and operating entirely within Maricopa County and within the jurisdictional boundaries of any other RPTA member communities. Additionally, under special circumstances, Goodyear customers may be approved to receive as a monthly allocation of 1,200 miles which can be used for trips of up to no more than 100 miles in length and operating entirely within Maricopa County and within jurisdictional boundaries of any other RPTA member communities. The City of Goodyear is responsible for determining individuals eligible for the 1,200 mile program.

The following Schedules replace those Schedules referred to in Section 31 of the tenth Amendment to the Agreement entered into July 1, 2021.

The attached Schedule A replaces Schedule A entered into July 1, 2021.

The attached Schedule B replaces Schedule B entered into July 1, 2021.

The attached Schedule C replaces Schedule C entered into July 1, 2021.

The attached Schedule D replaces Schedule D entered into July 1, 2021.

The attached Schedule E replaces Schedule E entered into July 1, 2021.

All other terms of the Agreement remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties have each executed this Agreement as of the date first set forth above.

REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA)

By: _____
Jessica Mefford-Miller, Chief Executive Officer

APPROVED AS TO FORM:

By: _____
Michael Wawro, Interim General Counsel

CITY OF GOODYEAR

By: _____
Julie Karins, City Manager

Attest: _____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

By: _____
Roric Massey, City Attorney

SCHEDULE "A" REGIONALLY FUNDED FIXED ROUTE BUS SERVICE

Sources of Project Operating Budget

I. Regionally Funded Fixed Route Bus Service **\$474,139** (including express)

The above line represents the value of transit service paid for by the RPTA to the benefit of the City of Goodyear. The calculation to derive this figure is daily revenue miles of service x number of service days x cost per revenue mile of service.

FY23 Fixed Route Bus Estimate							
RPTA Operated Service							
PTF Funded							
Funding HASTUS	PTF Good						
Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	562	9,536	\$100,917	(\$1,391)	(\$4,190)	(\$47,668)	\$47,668
Grand Total		9,536	\$100,917	(\$1,391)	(\$4,190)	(\$47,668)	\$47,668
FY23 Fixed Route Bus Estimate							
Phoenix Operated in the City of Goodyear							
PTF Funded							
Funding HASTUS	PTF Good						
Level	Route	Annual Miles	Gross Cost	Fares	CARES Credit*	Net Cost	
W	3*	1,652	\$13,825	(\$198)	(\$34)	\$13,593	
S	3*	168	1,410	-	(3)	1,406	
W	17*	46,107	385,924	(9,334)	(949)	375,642	
S	17*	4,388	36,726	(805)	(90)	35,830	
Grand Total		52,315	\$437,885	(\$10,337)	(\$1,077)	\$426,471	
* Service operated by Phoenix; mileage, costs, fares, federal revenues are all Phoenix data/funds							

ROUTE DESCRIPTION

Express 562 – Goodyear Express AM/Inbound

From the Goodyear Park-and-Ride to 17th Avenue/Jefferson Street (Weekday only):

Exit Goodyear Park-and-Ride; East on Cornerstone Boulevard; South on Dysart Road; East on Papago/I-10 Freeway; Exit at 5th/3rd Avenue exit; South on 5th Avenue; East on Van Buren Street; South on 1st Avenue; West on Washington Street; South on 17th Avenue to Jefferson Street.

Express 562 – Goodyear Express PM/Outbound

From Jefferson Street/18th Avenue to the Goodyear Park-and-Ride (Weekday only):

East on Jefferson Street; North on Central Avenue; West on Roosevelt Street; North on 3rd Avenue; West on Papago/I-10 Freeway; exit Dysart Road; North on Dysart Road; West on Cornerstone Boulevard; South into the Goodyear Park and Ride to bus stop.

SCHEDULE “B” – CITY FUNDED FIXED ROUTE BUS SERVICE COST ESTIMATE

For the period July 1, 2022 to October 23, 2022, the City of Goodyear will pay the Regional Public Transportation Authority **\$71,391.00** for bus service on the Zoom Circulator in Goodyear. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY23 Fixed Route Bus Estimate							
RPTA Operated Service Funded by the City of Goodyear							
Goodyear Funded							
Funding	Good						
Hastus	Good						
Level	Route	Annual Miles	Gross Cost	Fares	PM	Oper Assist	Net Cost
W	ZOOM	14,642	\$117,533	(\$7,405)	(\$6,433)	(\$51,848)	\$51,848
S	ZOOM	2,521	20,234	(778)	(1,107)	(9,174)	9,174
H	ZOOM	2,817	22,614	(638)	(1,238)	(10,369)	10,369
Grand Total		19,980	\$160,381	(\$8,821)	(\$8,778)	(\$71,391)	\$71,391

SCHEDULE C – PARATRANSIT SERVICE FINANCIAL INFORMATION AND SERVICES COST ESTIMATE

For the period from July 1, 2022 through June 30, 2023, the City of Goodyear will pay Valley Metro a total of **\$140,148.00** for the provision of regional paratransit services. Payments will be made monthly based on reconciliation of trips provided; grant monies and Proposition 400 monies applied and shall become due within thirty (30) calendar days after the receipt of an invoice from RPTA. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY23 Paratransit Service Funded by City of Goodyear

	<u>Paratransit</u>
Trips	
Paratransit Trips	2,072
Total	2,072
Cost:	
Contractor Transportation Cost	\$201,381
RPTA Salaries, Fringes & OHD	\$4,250
Contingency	\$2,721
Total Gross Program Cost	\$208,352
Total Fare Revenue	(\$8,289)
Federal Operating Assistance	(\$44,215)
Total Net Program Cost Before PTF	\$155,848
PTF Balance Available	\$15,700
PTF Applied	\$15,700
Member City Contributions:	
Paratransit Service	\$140,148
Total Member City Contribution	\$140,148

SCHEDULE “D” – RIDE CHOICE

The City of Goodyear agrees to participate and financially support the RideChoice Transportation Services program for Fiscal Year 2022-23. The City of Goodyear shall fund this project in the amount of **\$128,493** for the period July 1, 2022 to June 30, 2023. The final billing will occur in conjunction with the annual reconciliation process. This final invoice and payment may be adjusted based on the extent to which the actual cost of service is higher than the budget amount for service.

FY23 RideChoice Service

Funded by City of Goodyear

	<u>RideChoice</u>
Trips:	
Ride Choice Trips	4,452
Total Trips	4,452
Cost:	
Contractor Transportation Cost	\$147,945
RPTA Salaries, Fringes & OHD	\$13,511
Total Gross Program Cost	\$161,456
5307 OP SM UZA	(\$19,448)
Total Fare Revenue	(\$13,515)
Total Net Program Cost before PTF	\$128,493
PTF Balance Available	\$0
PTF Applied	\$0
Member City Contributions:	
RideChoice Costs	\$128,493
Total Member City Contribution	\$128,493

**SCHEDULE “E” – AMERICANS WITH DISABILITIES ACT (ACT)
PUBLIC TRANSPORTATION FUNDS (PTF) AVAILABILITY**

For the period July 1, 2022 to June 30, 2023 the maximum amount of Public Transportation Funds (PTF) available for the City of Goodyear is **\$15,700**. The PTF will pay actual costs for ADA trips and other trips taken by ADA certified individuals using non-ADA service or the RideChoice program up to the maximum amount. A final reconciliation at fiscal year-end will be performed and adjustments, if necessary, will be made using actual ADA eligible costs.

Any remaining ADA PTF funds not used up to the maximum reimbursements may be requested by City for other ADA certified rider eligible expenses and certified by the City’s chief financial officer or designee. RPTA will reimburse City within thirty (30) business days based upon availability of funds. City may request that reimbursements be made electronically. Wire transfers must be pre-arranged through the RPTA Finance Department.

Maximum amount: **\$15,700**



Transit Update

July 11, 2022

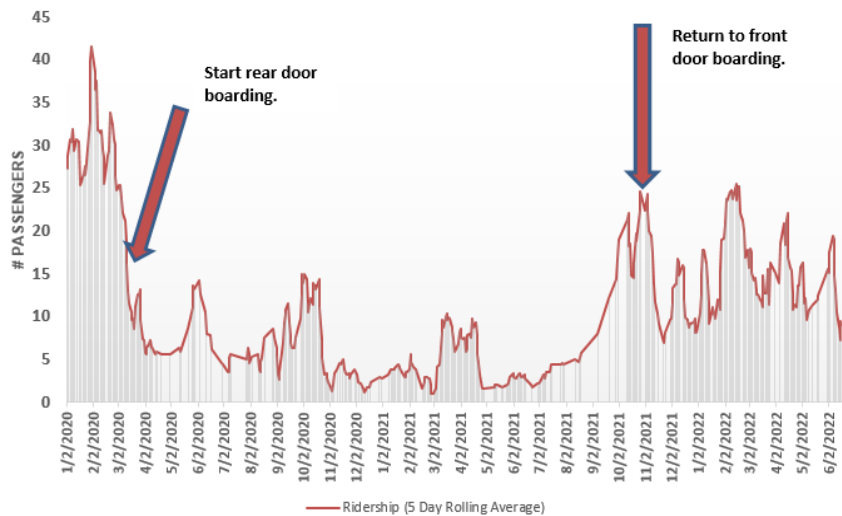


EXPRESS BUS & PARK & RIDE

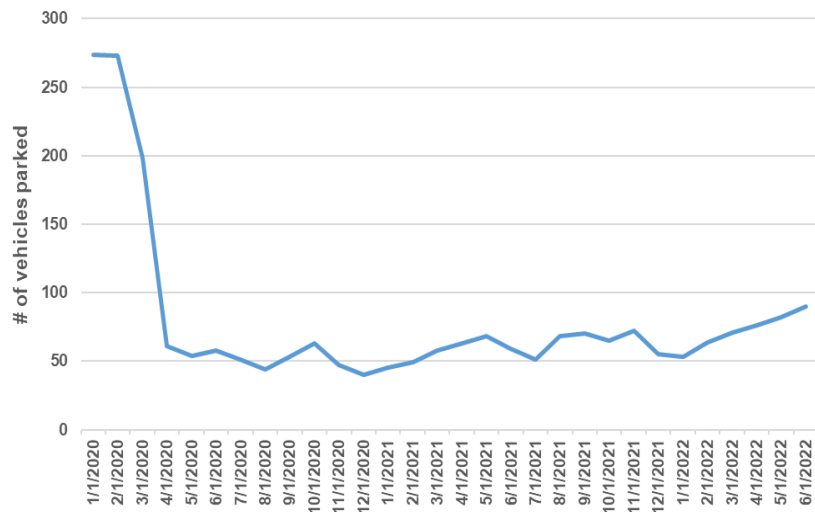


CHOICE RIDERS CONTINUE TO TELECOMMUTE

Express Route 562 Ridership (5 Day Rolling Average)



Park & Ride Vehicle Utilization (5 Day Rolling Average)

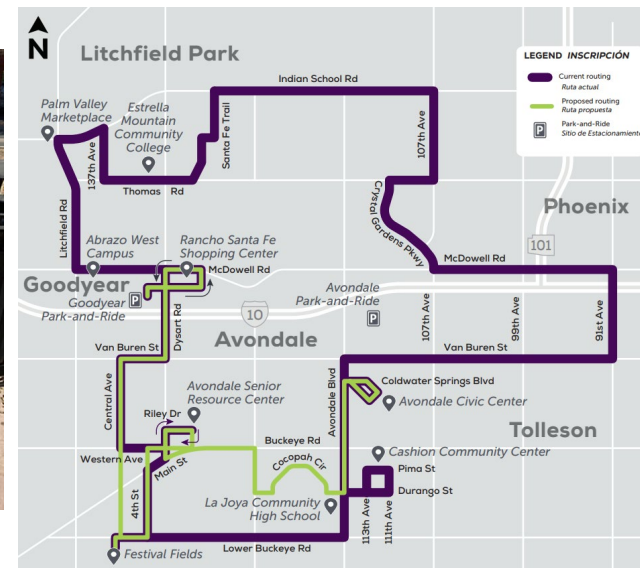
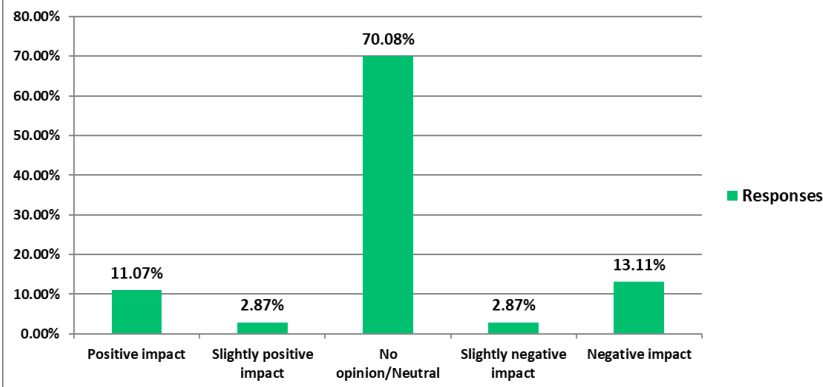


ZOOM



HEADING SOUTH

Avondale ZOOM—Eliminate the northeast section of the route including service in Goodyear and Tolleson. Reroute south of I-10 from Avondale Civic Center to Goodyear Park-and-Ride.



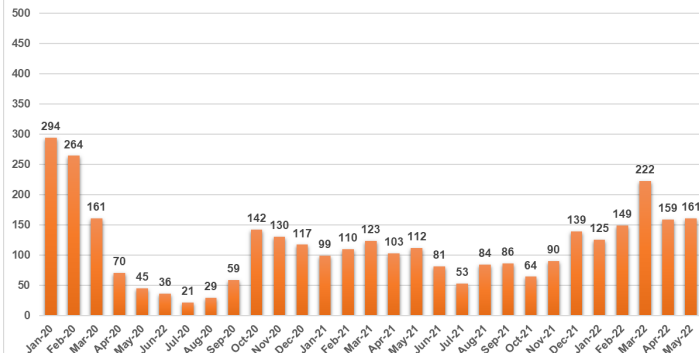
ACCESSIBLE TRANSIT SERVICES



REGIONAL PARATRANSIT & RIDECHOICE

REGIONAL PARATRANSIT (Dial-A-Ride)

■ # OF TRIPS



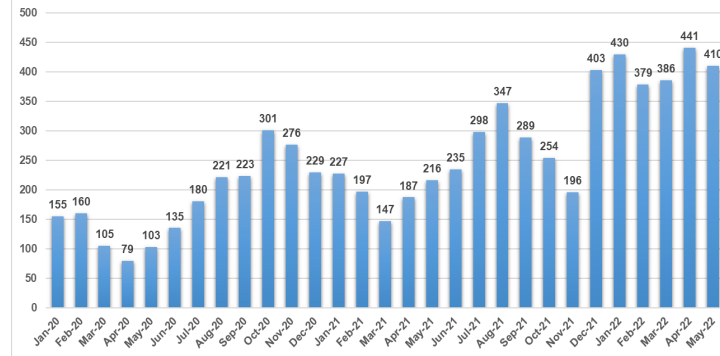
Regional
Paratransit

\$68 per
trip

RideChoice
\$28 per trip

RIDECHOICE

■ # OF TRIPS



Front line
staff
vacancies

Cost of
living/fuel
prices

Increases
in wages
and
bonuses

Microtransit Pilot Update

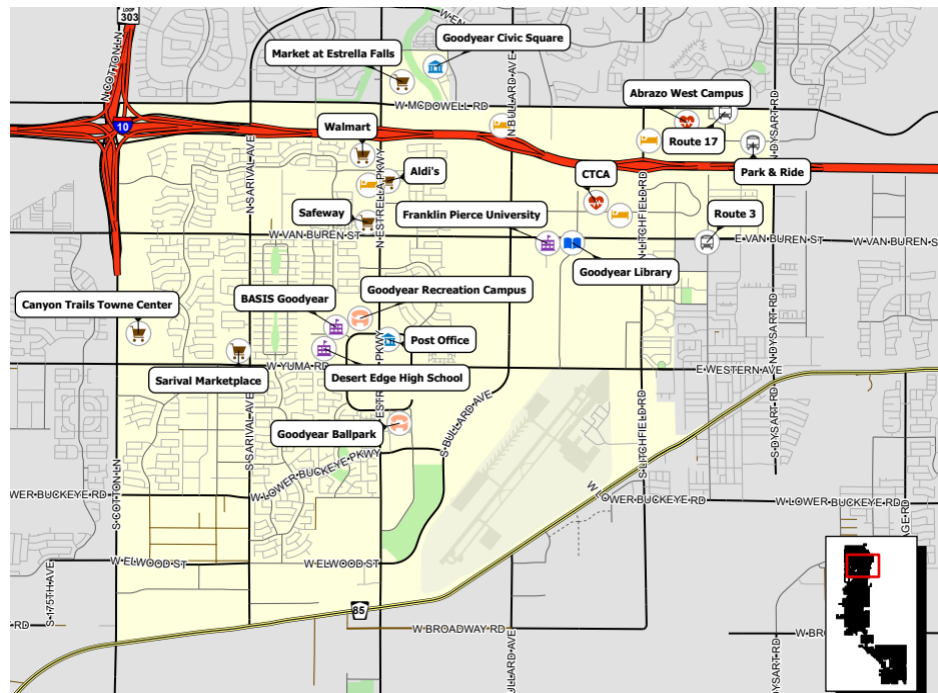


TARGET = OCTOBER KICK-OFF

Contract
Negotiations
June-July

IGA for FTA
Funds
Aug-Sept

Communications
Marketing
September



Microtransit Pilot Update



Branding



- Logos will still appear on the vehicles
- Vehicles can be interchangeable between zones;
- Service that is more responsive to demand surges;
- Expansion to other West Valley cities



Recommendation



REGIONAL PUBLIC TRANSIT AUTHORITY AMENDMENT 11

- **Approve Amendment 11 to the IGA between the City of Goodyear and the Regional Public Transit Authority for the continued provision of transit services.**

ITEM #: 17.
DATE: 07/11/2022
AI #:932



CITY COUNCIL ACTION REPORT

**SUBJECT: GOODYEAR COVID RESPONSE SMALL BUSINESS ASSISTANCE
PROGRAMS DISCUSSION**

STAFF PRESENTER(S): Darah Mann, Economic Development Project Manager

OTHER PRESENTER(S):

Lori Gary, Economic Development Director

SUMMARY

Update to Council on the Goodyear COVID Response Small Business Assistance Grant programs and discuss recommended changes to the Relief Grant and Technical Assistance Grant programs.

Recommendation

Approve changes as recommended for the Small Business Relief Grant program and the Small Business Technical Assistance program and approve necessary budget transfers related to the Goodyear COVID Response funds. (Darah Mann, Economic Development Project Manager)

FISCAL IMPACT

The modifications to the COVID response program are intended to increase the participation and impact of the program. Transferring the source of Funding from ARPA to the General Fund will not have a fiscal impact. ARPA funds previously committed to the Technical Assistance Program and all unallocated portions of the Relief Grant Program on 9/30/2022 will be reported under the Revenue Loss category.

BACKGROUND AND PREVIOUS ACTIONS

BACKGROUND AND PREVIOUS ACTIONS:

Staff presented COVID Response recommendations at a Work Session on July 19, 2021. \$3M of the total \$10.35M was allocated to small business assistance at the Regular Council meeting immediately following the Work Session:

- **Goodyear Relief Grant Program - \$2M**
- **Goodyear Technical Assistance Program - \$1M**

Economic Development staff oversees both programs including marketing to Goodyear's small business community, direct outreach to businesses and applicants, collaboration with program administrators, and final vetting of applications.

Marketing included a webpage on the Goodyear Economic Development website, social media, e-blasts, e-mails, press releases, InFocus magazine feature, speaking engagements, virtual and in-person launch events, as well as concurrent marketing efforts conducted by Arizona Community Foundation, LocalFirst, and Co+Hoots/Huub on behalf of Goodyear.

1. Goodyear Relief Grant Program

The Relief Grant program launched on November 18, 2021. The Relief Grant reimburses qualifying businesses up to \$20,000 for expenses such as mortgage/lease payments, utilities, and COVID-19 related expenses. Eligible businesses included Goodyear brick-and-mortar small businesses with 25 or fewer employees, generating \$3 million or less annual gross revenues, and experienced a 25% or greater reduction in revenues due to the COVID-19 pandemic.

2. Goodyear Technical Assistance Program

The Technical Assistance program launched December 1, 2021. The program provides eligible businesses access to online business resources, pre-recorded and live webinars, and up to \$4,000 worth of one-on-one technical assistance. Eligible businesses included Goodyear home-based and brick-and-mortar small businesses with 50 or fewer employees, generating \$3 million or less annual gross revenues, and experienced a 25% or greater reduction in revenues due to the COVID-19 pandemic.

STAFF ANALYSIS

STAFF ANALYSIS:

Both programs were designed to help Goodyear's smallest, hardest-hit businesses which may not have benefited from funding programs under the 2020 CARES Act federal stimulus. Upon approving the COVID Response Small Business programs, staff was advised to evaluate the program and recommend changes.

1. Goodyear Relief Grant Program

Of the 23 applications received, 10 were approved, for a total amount funded \$200,000.

Of the 12 declined, 7 were not Goodyear businesses, 3 were home-based, and 2 did not have a Goodyear Business Registration Permit.

Expanding eligibility to larger small businesses (more employees, higher revenue) and reducing the financial loss threshold allows more Goodyear businesses the opportunity to qualify for grant funding. Staff can guide Goodyear businesses on how to acquire a valid Business Registration Permit and eligible businesses can reapply for funding. Sunsetting this program on September 30, 2022, will ensure proximity between the financial relief and the actual losses experienced due to the COVID pandemic.

2. Goodyear Technical Assistance Program

Of the 53 applications received, 4 were approved, for a total of \$16,000.

26 applicants did not complete the application process, and 8 did not respond to requests for required documentation. Of the 15 declined, 7 were not in business in 2019, 5 had no Goodyear Business Registration Permit, 1 located outside of Goodyear, and 1 met all other requirements but did not experience 25% or greater reduction in revenues.

Some small businesses found providing two years of financial information cumbersome and others were not in business long enough to qualify. Once qualified, businesses have been slow to access online benefits and scheduling assistance.

Removing the program from Federal ARPA funding would allow us to open the technical assistance

benefits to more Goodyear businesses regardless of their demonstrated COVID economic impact. Providing support through Goodyear's InnovationHub would help recipients overcome hesitancy to access the online portal.

PROPOSED CHANGES:

To broaden the parameters to benefit a wider segment of Goodyear's small business community, we are recommending changes to both Small Business Assistance programs:

1. Goodyear Relief Grant Program

Broaden eligibility parameters to assist additional small businesses:

- o Increase eligible businesses from 25 FTE to 250 FTE
- o Increase eligible businesses from \$3M gross revenue to \$5M gross revenue
- o Reduce revenue loss from 25% or greater to 15% or greater
- o Increase grant amount from lesser amount of actual loss or \$20,000 to the following scale, based upon gross revenue:

Gross Annual Revenue	Lesser amount of actual loss or
Up to \$3M	\$20,000
\$3,000,001 to \$4M	\$27,000
\$4,000,001 to \$5M	\$33,000

- o Add: "Businesses which have already received grant awards under Goodyear COVID Response Small Business Relief Grant program are not eligible to apply and will not be considered to receive additional relief grant funds."
- o Accept Applications through August 31, 2022
- o Complete vetting and funding by September 30, 2022
- o Close Program, with remaining funds allocated to COVID Revenue Loss

2. Goodyear Technical Assistance Program

Broaden eligibility parameters to assist additional small businesses:

- o Increase eligible businesses from 25 FTE to 250 FTE
- o Increase eligible businesses from \$3M gross revenue to \$5M gross revenue
- o Remove requirement for businesses to have experienced significant loss of revenue due to COVID-19 by utilizing city general funds as opposed to federal ARPA funds
- o Add: "Businesses which have already received grant awards under Goodyear COVID Response Small Business Relief Grant program are not eligible to apply and will not be considered to receive additional technical assistance funds."

Complement Technical Assistance Program

- o Utilize InnovationHub to encourage and support Technical Assistance participation, including in-person events
- o Guest-Speaker Series
- o ASBA membership (2-year membership), which offers:
 - o Access to capital
 - o Insurance broker support (Group/Individual Health, Business)
 - o Credit Card processing services
 - o Discounted shipping, digital marketing services and more

SUMMARY OF PROPOSED CHANGES:

Broaden Relief Grant eligibility parameters and receive applications through August 31, 2022. Sunset grant program as of September 30, 2022. Remaining funds allocated to COVID Revenue Loss.

Change Technical Assistance program from ARPA funding to general fund, allowing access to a wider segment of Goodyear's small businesses. Broaden eligibility parameters and complement with in-person programming. Support small business participation through resources at The InnovationHub. ARPA funds to be allocated to COVID Revenue Loss.

Estimated Cost of Programs

Goodyear Relief Grant Program

Goodyear COVID Response funds allocated	\$2,000,000
Funds obligated to-date \$248K	
Estimated additional relief grant awards (10 businesses @ \$20K) \$260K	\$508,000
Estimated remaining balance upon close of program on 9/30/2022. To be allocated to COVID Revenue Loss.	\$1,492,000

Goodyear Technical Assistance Program

Goodyear COVID Response funds allocated	\$1,000,000
Obligated to-date \$353,250K	
Estimated / reserve for grant awards and programs	
Grant Awards (75 businesses @ \$4K) \$300K	\$679,250
ASBA 2-Year Membership \$6K	
Speaker Series (20 @ \$1K est) \$20K	
Remaining Balance	\$320,750

Attachments

Presentation

Small Business Assistance



GRANT FUNDING

GYRElevates

Goodyear COVID Response Funds

- Small Business Relief Grant \$2M
- Small Business Technical Assistance Grant \$1M

Small Business Assistance



GOODYEAR GRANT PROGRAMS - MARKETING

SHARE: [Join Our Email List](#)

Get Connected Biz Buzz GYR Elevates ARPA Grants ARPA Questions

GRANTS

GYRElevates
Grants Available for
Goodyear Small Businesses
American Rescue Plan Act (ARPA)

Goodyear City Council approved the allocation of \$3M America Rescue Plan Act (ARPA) funds to provide relief and technical assistance to Goodyear's small businesses severely affected by the COVID-19 pandemic.

GYRElevates

#GOODYEARHUUB
SMALL BUSINESS
ASSISTANCE
PROGRAM

GET SUPPORT
NOW

MYHUUB.COM/GOODYEAR

CO+HOOTS
COLLABORATION • COWORKING • COMMUNITY
HUUB

Goodyear Business Mixer

Tuesday, April 26, 2022
8:00 AM - 9:30 AM

Colados Coffee - Goodyear
15479 West McDowell Road,
Goodyear, AZ, 85338, United States
(map)

[Google Calendar](#) · [ICS](#)



Local businesses in the City of Goodyear are invited to Colados Coffee on April 26th to network and learn about [grants and free assistance](#) available. We know that different ideas and perspectives help fuel innovation, helping small businesses create stronger networking connections, become more business savvy and remain competitive. Join The [City of Goodyear](#), [HUUB](#) and Local First Arizona at this unique opportunity to help your small businesses grow and thrive!



LOCAL FIRST
ARIZONA

Small Business Assistance

GOODYEAR RELIEF GRANT PROGRAM - \$2M

- Reimburse up to \$20,000
- Qualified expenses



23 applications received

- 10 approved
- 12 declined
- 1 returned for data

Total Approved: \$200,000



Small Business Assistance

PROGRAM EXPANSION – RELIEF GRANT

Existing Program	Proposed Changes
\$3M gross sales	\$5M gross sales
25 or fewer FTE	250 or fewer FTE
25% + revenue loss	15% + revenue loss
\$20,000	Lesser amount of actual loss or amount shown
	Deadline: August 31, 2022 Sunset: September 30, 2022

Annual Gross Sales	Max. Grant
Up to \$3M	\$20,000
\$3,000,001 - \$4M	\$27,000
\$4,000,001 - \$5M	\$33,000

Small Business Assistance



GOODYEAR TECHNICAL ASSISTANCE PROGRAM - \$1M

- Online workshops, webinars
- Technical Assistance up to \$4,000



53 applications received

- 4 approved
- 15 declined
- 26 incomplete
- 8 returned for data

Total Approved: \$16,000

Small Business Assistance



PROGRAM EXPANSION – TECHNICAL ASSISTANCE

Existing Program	Proposed Changes
\$3M gross sales	\$5M gross sales
25 or fewer FTE	250 or fewer FTE
25% + revenue loss	Remove revenue loss requirement
	Speaker Series
	ASBA membership

Arizona Small Business Association
(ASBA)
2-Year Premier Membership

Access to Capital

Group & Individual Health Benefits

Business Insurance

Credit Card Processing Services

Discounted shipping, digital marketing services, and more

Small Business Assistance

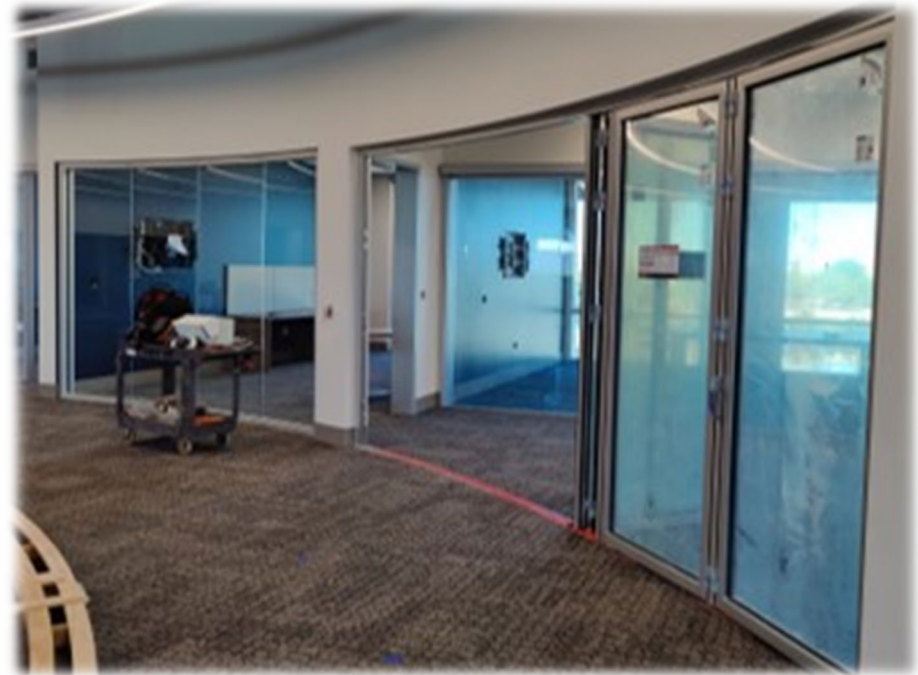


PROGRAM SUPPORT – SMALL BUSINESS ASSISTANCE

Marketing Blitz

InnovationHub

- Drop-in hours for 1:1 assistance
- Coordinate/Host scheduled events
 - Applicant assistance
 - Webinar/Group discussions
 - Speaker Series



Small Business Assistance



ARPA PROGRAM RECOMMENDED CHANGES

Relief Grant \$2M Proposed Changes

Increase eligibility

Reduce revenue loss to 15%

\$ 248,000 obligated/pd – ARPA grants

\$ 260,000 estimated

\$ 508,000

Technical Assistance Grant \$1M Proposed Changes

Transfer from ARPA funding

Remove revenue loss requirement

\$ 337,250 obligated/pd – facilitator/resources

\$ 16,000 obligated – ARPA grants

\$ 326,000 estimated

\$ 679,250

Deadline: August 31, 2022
Sunsets: September 30, 2022

Small Business Assistance



ARPA GRANT FUNDING

GYRElevates