



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, January 29, 2024

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

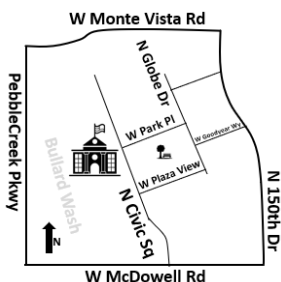
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Brannon Hampton

Councilmember
Vicki Gillis



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



City Clerk's Office: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830

www.goodyearaz.gov/cityclerk

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. **APPROVAL OF MINUTES
RECOMMENDATION**

Approve the January 8, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **APPROVAL OF NEW SERIES 6 (BAR) LIQUOR LICENSE FOR PALM VALLEY
GOLF CLUB
RECOMMENDATION**

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 272305, a request by Ryan Witner Anderson, agent of Palm Valley Golf Club, for a new series 6 liquor license. Palm Valley Golf Club is located at 2211 N. Litchfield Road, Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

3. **CALL OF 2024 ELECTIONS
RECOMMENDATION**

ADOPT RESOLUTION NO. 2024-2385 PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 6, 2024 AND A GENERAL ELECTION NOVEMBER 5, 2024, IF NECESSARY; DESIGNATING THE PLACE TO OBTAIN CANDIDATE PACKETS; DESIGNATING THE DATES FOR CANDIDATES TO FILE NOMINATION PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION . (Darcie McCracken, City Clerk)

4. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS
RECOMMENDATION**

Recognize the 2024 City Council Subcommittee appointments. (Rosalva Zimmerman, Assistant to the Mayor)

5. **APPROVE BUDGET AMENDMENTS**

RECOMMENDATION

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

6. **FY2024 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024–2383 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Interim Finance Director)

7. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA DEPARTMENT OF TRANSPORTATION (ADOT) FOR CIP PROJECT #42027 ESTRELLA PARKWAY/PEBBLE CREEK & I10 INTERCHANGE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2384 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION. (Troy Tobiasson, Senior Project Manager)

8. **AERIAL UTILITY EASEMENT TO APS OVER CITY PROPERTY**

RECOMMENDATION

Approve an Aerial Utility Easement over the City Parcel located at 11 N 145th Ave., Goodyear AZ 85338. (Kimberly Romero SR/WA, Real Estate Coordinator)

9. **TRAFFIC MANAGEMENT CENTER SECURITY WALL AND GATES**

RECOMMENDATION

Approve the Declaration of Wall and Reciprocal Easement Agreement with the adjacent owners (Thompson & Watten Investments, LLC) to the north of the Traffic Management Center. (Kimberly Romero, Real Estate Coordinator)

PUBLIC HEARINGS

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

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

E. Close the Public Hearing

10. **REZONE APPROXIMATELY 51 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY RECOMMENDATION**
ADOPT ORDINANCE NO. 2024-1597 CONDITIONALLY REZONING APPROXIMATELY 51 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO BE KNOWN AS NEC OF BULLARD AND VAN BUREN, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Interim Planning Manager)
11. **REZONE APPROXIMATELY 71.48 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY RECOMMENDATION**
ADOPT ORDINANCE NO. 2024-1595 CONDITIONALLY REZONING APPROXIMATELY 71.48 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND INTERSTATE-10 (PAPAGO FREEWAY) TO BE KNOWN AS SEC OF BULLARD AND I-10, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) AND A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Interim Planning Manager)

BUSINESS

12. **DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD IMPROVEMENTS RECOMMENDATION**
ADOPT RESOLUTION NO. 2024-2387 APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND BULLARD AVENUE, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. (Kini Knudson, Deputy City 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.

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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 12, 2024	Council Meeting	5:00 p.m.
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ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on 1/25/2024 at 3:30 p.m. VM.

ITEM #: 1.
DATE: 01/29/2024
AI #:1881



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the January 8, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

Attachments

January 8, 2024 Regular Meeting Minutes - draft

City Council Regular Meeting

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



Monday, January 8, 2024

5:00 p.m.

Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

William Miller, Goodyear resident, expressed concerns regarding street racing on Estrella Parkway.

CONSENT

MOTION BY Vice Mayor Laura Kaino, SECONDED BY Councilmember Bill Stipp to APPROVE Consent Agenda Items 1 through 6. The motion carried as follows:

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

Passed - Unanimously

1. APPROVAL OF MINUTES

Approve the draft minutes from the Regular Meeting held on December 18, 2023. (Darcie McCracken, City Clerk)

2. **APPROVE BUDGET AMENDMENTS**

RECOMMENDATION

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

3. **APPROVE EXPENDITURE UP TO \$910,000 FOR NEW MOTOR CONTROL CENTER AND ELECTRICAL COMPONENTS**

RECOMMENDATION

Approve expenditure of funds up to \$910,000 to purchase and install a new motor control center and electrical components at the Site 13 Booster Station. (Todd Carpenter, Deputy Water Services Director)

4. **PARTIAL TERMINATION AND RELEASE OF EASEMENT**

RECOMMENDATION

Approve the Partial Termination and Release of Easement releasing the portion of a water line easement over the property legally described herein and authorize the City Manager to execute a Partial Termination and Release in the form upon the satisfaction of all of the stipulations. (Philip Cochran, Assistant City Attorney)

5. **FINAL PLAT OF SWC BULLARD AND MCDOWELL RESTAURANTS**

RECOMMENDATION

Conditionally approve the Final Plat of Bullard and McDowell subdividing approximately 2.555 acres into 2 lots, subject to stipulations. (Marty Crossland, Deputy Director of Engineering Development).

6. **FY 2024 EDWARD BYRNE JUSTICE ASSISTANCE GRANT PROGRAM AWARD**

RECOMMENDATION

APPROVE RESOLUTION NO. 2024-2382 AUTHORIZING THE APPLICATION FOR THE FY24 EDWARD BYRNE GRANT FUNDS TO THE DEPARTMENT OF JUSTICE, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED) (Art Miller, Chief of Police)

BUSINESS

7. **ADOPT THE DEVELOPMENT IMPACT FEE STUDY AND DEVELOPMENT FEES**

Interim Director of Finance Jared Askelson reviewed elements of the proposed development impact fees and briefly outlined the steps staff took to develop the report and methodology.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2024-2378 APPROVING AND ADOPTING THE DEVELOPMENT IMPACT FEE STUDY; APPROVING DEVELOPMENT IMPACT FEES AND THE METHODOLOGY IN THE CALCULATION OF THE DEVELOPMENT IMPACT FEE STUDY, PROVIDING FOR CORRECTIONS, AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried as follows:

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

Passed - Unanimously

INFORMATION ITEMS

Councilmember Campbell inquired about the collection of electric scooters and an update on the remodel of Fire Station 183.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

January 22, 2024

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

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

8. Pursuant to A.R.S. § 38-431.03(A)(3): Consultation with the City's Attorney to receive legal advice related to special use permits.
9. Pursuant to A.R.S. § 38-430.03(A)(1) & (A)(3): Consultation with the City's Attorney to receive legal advice and discussion with the City Manager of her performance evaluation and performance goals.

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

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

Passed - Unanimously

Council moved into Executive Session at 5:13 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 6:03 p.m.

RECONVENE REGULAR MEETING

Mayor Pizzillo reconvened the Regular Meeting at 6:03 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:03 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 January 8, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 2.
DATE: 01/29/2024
AI #:1867



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 6 (BAR) LIQUOR LICENSE FOR
PALM VALLEY GOLF CLUB**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Ryan Witner Anderson, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a new Series 6 (Bar) liquor license.

STRATEGIC PLAN ALIGNMENT



Sense of
Community

RECOMMENDATION

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 272305, a request by Ryan Witner Anderson, agent of Palm Valley Golf Club, for a new series 6 liquor license. Palm Valley Golf Club is located at 2211 N. Litchfield Road, Goodyear, AZ 85395. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Mr. Anderson has applied for a new Series 6 liquor license for Palm Valley Golf Club which is currently open for business and operating under an Interim Permit issued by the Arizona Department of Liquor Licenses and Control (DLLC). An Interim Permit allows an applicant to sell, serve and store liquor under an existing license of the same series at the same location while their new license is processed (A.R.S. § 4-203.01).

The City Clerk's office received the application from the DLLC on January 4th, 2024, and the

Public Hearing notice was posted on January 5th, 2024 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 & Zoning and Building Safety), and the departments had no comments.

STAFF ANALYSIS

A Series 6 liquor license allows a bar retailer to sell and serve spirituous liquors to be consumed on the premises, in the original container for consumption on the premises. This retail licensee also has limited off-sale ("to go") privileges. The total of all off-sale liquor sales shall not exceed 30% of on-sale retail liquor sales per license/location (A.R.S. § 4-206.01(F)).

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. Both the manager and the Director at the location have taken the Title 4 Basic & Management training. In addition to completing the required training, the manager will be on site during all business hours. The bar's training procedures and company policy call for carding anyone who is purchasing liquor.

There are no licensed childcare facilities or K-12 schools 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
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 01/04/2024 @ 01:57:16 PM

Local Governing Body Report

LICENSE

Number:	06070037	Type:	006 BAR
Name:	PALM VALLEY GOLF CLUB		
State:	Pending		
Issue Date:		Expiration Date:	01/31/2024
Original Issue Date:	09/05/1985		
Location:	2211 N LITCHFIELD ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(623)935-2500		
Alt. Phone:			
Email:			

Currently, this license has pending applications.

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
Correspondence Address:	5415 E HIGH STREET #200 C/O GUTTILLA MURPHY ANDERSON PHOENIX, AZ 85054 USA
Phone:	(480)304-8300
Alt. Phone:	
Email:	LICENSING@AIMHOSP.COM

OWNER

Name:	EAGLE AZ BEVERAGE LLC		
Contact Name:	RYAN WITNER ANDERSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R19657000	State of Incorporation:	DE
Incorporation Date:	12/22/2014		
Correspondence Address:	5429 LBJ FREEWAY #400 C/O ADDISON LAW FIRM DALLAS, TX 75240 USA		
Phone:	(480)304-8300		
Alt. Phone:			
Email:	PSINES@GAMLAW.COM		

Officers / Stockholders

Name:	Title:	% Interest:
EAGL BEVERAGE HOLDINGS LLC	MEMBER	100.00
JEREMY PATRICK STRAUSS	06070683	
NARINDER KUMAR SAHAI	Treasurer	
CHRISTOPHER JAMES ALFRED CROCKER	Secretary	
JULIAN CLARK POTTER	Treasurer	
SCOTT VERNON SIDDONSON	President	

PREMIER GOLF MANAGEMENT INC - President
PREMIER GOLF EAGL GP LLC - President
PREMIER GOLF MANAGEMENT INC - President
PREMIER GOLF EAGL LP LLC - President
EAGL BEVERAGE HOLDINGS LLC - President
EAGLE AZ BEVERAGE LLC - President

Name: SCOTT VERNON SIDDONSON
 Gender: Male
 Correspondence Address: 2600 N CENTRAL AVENUE
 #1775
 PHOENIX, AZ 85004
 USA
 Phone: (214)722-6021
 Alt. Phone:
 Email:

EVERGREEN ALLIANCE GOLF LIMITED LP -
Limited Partner

Name: PREMIER GOLF EAGL LP LLC
 Contact Name: CHARLES HOWE
 Type: LIMITED LIABILITY COMPANY
 AZ CC File Number: State of Incorporation:
 Incorporation Date:
 Correspondence Address: 4851 LBJ FREEWAY
 #600
 DALLAS, TX 75244
 USA
 Phone: (480)390-0284
 Alt. Phone:
 Email: JMOORE@ADDISONLAW.COM

EAGLE AZ BEVERAGE LLC - 06070683

Name: JEREMY PATRICK STRAUSS
 Gender: Male
 Correspondence Address: 4851 LBJ FREEWAY
 #600
 DALLAS, TX 75244
 USA
 Phone: (480)985-5622
 Alt. Phone:
 Email:

PREMIER GOLF EAGL GP LLC -

Member,Stockholder

PREMIER GOLF EAGL LP LLC -

Member,Stockholder

Name: PREMIER GOLF MANAGEMENT INC
Contact Name: CHARLES HOWE
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 4851 LBJ FREEWAY
#600
DALLAS, TX 75244
USA
Phone: (480)390-0284
Alt. Phone:
Email: JMOORE@ADDISONLAW.COM

EAGL BEVERAGE HOLDINGS LLC -

Member,Stockholder

Name: EVERGREEN ALLIANCE GOLF LIMITED LP
Contact Name: CHARLES HOWE
Type: PARTNERSHIP
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 4851 LBJ FREEWAY
#600
DALLAS, TX 75244
USA
Phone: (480)390-0284
Alt. Phone:
Email: JMOORE@ADDISONLAW.COM

PREMIER GOLF MANAGEMENT INC - Secretary

PREMIER GOLF EAGL GP LLC - Secretary

PREMIER GOLF MANAGEMENT INC - Secretary

PREMIER GOLF EAGL LP LLC - Secretary

EAGL BEVERAGE HOLDINGS LLC - Secretary

EAGLE AZ BEVERAGE LLC - Secretary

Name: CHRISTOPHER JAMES ALFRED CROCKER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (214)722-6032
Alt. Phone:
Email:

EAGLE AZ BEVERAGE LLC - Treasurer

Name: NARINDER KUMAR SAHAI
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (000)000-0000
Alt. Phone:
Email:

**EVERGREEN ALLIANCE GOLF LIMITED LP -
GeneralPartner**

Name: PREMIER GOLF EAGL GP LLC
Contact Name: CHARLES HOWE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: 4851 LBJ FREEWAY
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**PREMIER GOLF MANAGEMENT INC - Treasurer
PREMIER GOLF EAGL GP LLC - TRES
PREMIER GOLF MANAGEMENT INC - Treasurer
PREMIER GOLF EAGL LP LLC - TRES
EAGL BEVERAGE HOLDINGS LLC - Treasurer
EAGLE AZ BEVERAGE LLC - Treasurer**

Name: JULIAN CLARK POTTER
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Alt. Phone:
Email:

EAGLE AZ BEVERAGE LLC - MEMBER

Name: EAGL BEVERAGE HOLDINGS LLC
Contact Name: CHARLES HOWE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 4851 LBJ FREEWAY
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Alt. Phone:
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MANAGERS

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Name: JOSHUA SCOTT WAMSLEY
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Name: TIMOTHY VICENTE RAMOS
Gender: Male
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Phone: (623)561-1902
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Email:

Name: JOSEPH DAVID SHERSHENOVICH
Gender: Male
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Phone: (602)321-1526
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Email: ISHERSHENOVICH@ARCISGOLF.COM

Name: JASON DAVID KRONHOLM
Gender: Male
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Alt. Phone:
Email:

Name: CHRISTOPHER LEE JOHNSON
Gender: Male
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Name: SCOTT PATRICK RICHMOND
Gender: Male
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APPLICATION INFORMATION

Application Number: 272292
Application Type: Owner Transfer
Created Date: 12/13/2023

QUESTIONS & ANSWERS

006 Bar

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 4) Does the Business location address have a street address for a City or Town but is actually in the boundaries of another City, Town or Tribal Reservation?
No
- 8) Did the Premises phone number change?
No
- 10) Provide name, address, and distance of nearest school. (If less than one (1) mile note footage)
Clubhouse to school: Palm Valley Elementary School - 2801 N 135th Ave. Goodyear, AZ 85395
- approx 2,795 feet

- 11) Are you one of the following? Please indicate below.
- Property Tenant
 - Sub-tenant
 - Property Owner
 - Property Purchaser
 - Property Management Company
 - Property purchaser
- 12) Is there a penalty if lease is not fulfilled?
- No
- 13) What is the total money borrowed for the business not including the lease?
- Please list lenders/people owed money for the business.
- zero (\$0)
- 14) Is there a drive through window on the premises?
- No
- 15) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
- Contiguous - However please note, this is a golf course application where the playing field is included in the licensed premise.
- 16) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
- No
- 17) Total Price paid for Series 6 Bar, Series 7 Beer & Wine Bar or Series 9 Liquor Store (license only)
- Part of the larger purchase price for the property - not set out separately.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	Agent Anderson PQ.pdf	12/13/2023
ALIEN STATUS	Alien Status statement.pdf	12/13/2023
MISCELLANEOUS	Cover letter.pdf	12/13/2023
QUESTIONNAIRE	CP Crocker PQ.pdf	12/13/2023
QUESTIONNAIRE	CP Sahai PQ.pdf	12/13/2023
QUESTIONNAIRE	CP Siddons PQ.pdf	12/13/2023
DIAGRAM/FLOOR PLAN	Diagrams.pdf	12/13/2023
BILL OF SALE	Interim permit statement.pdf	12/13/2023
INTERIM PERMIT (INP) NOTARY PAGE	Interim permit statement.pdf	12/13/2023
QUESTIONNAIRE	Mgr Phillips PQ and TAMs.pdf	12/13/2023
	Screenshot of uploads.pdf	12/22/2023
	Narinder FP letter mailed 12-12-12023.pdf	12/22/2023

State of Arizona
Department of Liquor Licenses and Control

Created 01/04/2024 @ 01:57:29 PM

Local Governing Body Report

LICENSE

Number:	INP070026475	Type:	INP INTERIM PERMIT
Name:	PALM VALLEY GOLF CLUB		
State:	Active		
Issue Date:	01/04/2024	Expiration Date:	04/18/2024
Original Issue Date:	01/04/2024		
Location:	2211 N LITCHFIELD ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(623)935-2500		
Alt. Phone:			
Email:			

AGENT

Name:	RYAN WITNER ANDERSON
Gender:	Male
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OWNER

Name:	EAGLE AZ BEVERAGE LLC		
Contact Name:	RYAN WITNER ANDERSON		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R19657000	State of Incorporation:	DE
Incorporation Date:	12/22/2014		
Correspondence Address:	5429 LBJ FREEWAY #400 C/O ADDISON LAW FIRM DALLAS, TX 75240 USA		
Phone:	(480)304-8300		
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Email:	PSINES@GAMLAW.COM		

Officers / Stockholders

Name:	Title:	% Interest:
EAGL BEVERAGE HOLDINGS LLC	MEMBER	100.00
JEREMY PATRICK STRAUSS	06070683	
NARINDER KUMAR SAHAI	Treasurer	
CHRISTOPHER JAMES ALFRED CROCKER	Secretary	
JULIAN CLARK POTTER	Treasurer	
SCOTT VERNON SIDDON	President	

PREMIER GOLF MANAGEMENT INC - President
PREMIER GOLF EAGL GP LLC - President
PREMIER GOLF MANAGEMENT INC - President
PREMIER GOLF EAGL LP LLC - President
EAGL BEVERAGE HOLDINGS LLC - President
EAGLE AZ BEVERAGE LLC - President

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**EVERGREEN ALLIANCE GOLF LIMITED LP -
Limited Partner**

Name: PREMIER GOLF EAGL LP LLC
Contact Name: CHARLES HOWE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
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**PREMIER GOLF EAGL GP LLC -
Member,Stockholder
PREMIER GOLF EAGL LP LLC -
Member,Stockholder**

Name: PREMIER GOLF MANAGEMENT INC
Contact Name: CHARLES HOWE
Type: CORPORATION
AZ CC File Number: State of Incorporation:
Incorporation Date:
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**EAGL BEVERAGE HOLDINGS LLC -
Member,Stockholder**

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Contact Name: CHARLES HOWE
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AZ CC File Number: State of Incorporation:
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PREMIER GOLF MANAGEMENT INC - Secretary
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**EVERGREEN ALLIANCE GOLF LIMITED LP -
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Phone: (619)207-5797
Alt. Phone:
Email: ARMANDO.NAJERA@ARCISGOLF.COM

Name: MATTHEW BUSH PHILLIPS
Gender: Male
Correspondence Address: 5415 E HIGH STREET
#200 C/O GUTTILLA MURPHY ANDERSON
PHOENIX, AZ 85054
USA
Phone: (623)910-3718
Alt. Phone:
Email: MPHILLIPS@PALMVALLEYGOLF.COM

APPLICATION INFORMATION

Application Number: 272305
Application Type: New Application
Created Date: 12/13/2023

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
- 2) Is the license currently in use?
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

ASSIGNMENT OF LIQUOR LICENSE

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **Wedgewood Beverage Inc.**, a California corporation ("Assignor"), hereby assigns, grants, and transfers to **Eagle AZ Beverage, LLC**, a Delaware limited liability company, all right, title, and interest in and to Arizona Liquor License No. 06070037 ("the License").

Wedgewood Beverage Inc.,
a California corporation

By:
Its:

William Zarka
CEO

STATE OF CALIFORNIA)
)
County of RIVERSIDE)

SS.

SUBSCRIBED AND SWORN to before me this 21ST day of DEC, 2023, by WILLIAM ZARUKA, on behalf of Wedgewood Beverage Inc.

Marit Flowers

Notary Public





Interim Permit (INP) Notary Page

FOR DLLC USE ONLY

INP number:
Date Approved:
Expiration:
CSR:
Fee: \$100.00

SECTION 5 page 2 of the license application

For approval of an Interim permit:

- There **must** be a valid license of the same series issued to the current location you are applying for, **OR**
- A Hotel/Motel license is being replaced with a restaurant license pursuant to A.R.S. §4-203.01(A)

1. Enter license number currently at the location: 06070037

2. Is the license currently in use? ☒ Yes ☐ No If no, how long has it been out of use? _____

I, (Print Full Name) William Zerk hereby declare that I am the Individual, Owner, Agent, or Controlling Person on the stated license and location.

Signature: William Zerk

State of _____	Notary Seal
County of _____	
Signed before me on this _____ day of _____, 20____.	
Notary Signature _____	
My commission expires on ____ / ____ / ____	

SEE ATTACHED
CA ACKNOWLEDGMENT

ACKNOWLEDGMENT

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 RIVERSIDE

On DEC 21, 2023 before me, MARIT FLOWERS, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared WILLIAM ZARUKA
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Marit Flowers

(Seal)



YALM VALLEY CLOT CUBO

280 ACRES

INDIAN STREET - GREEN COUNTRY 2.000 HOUSE

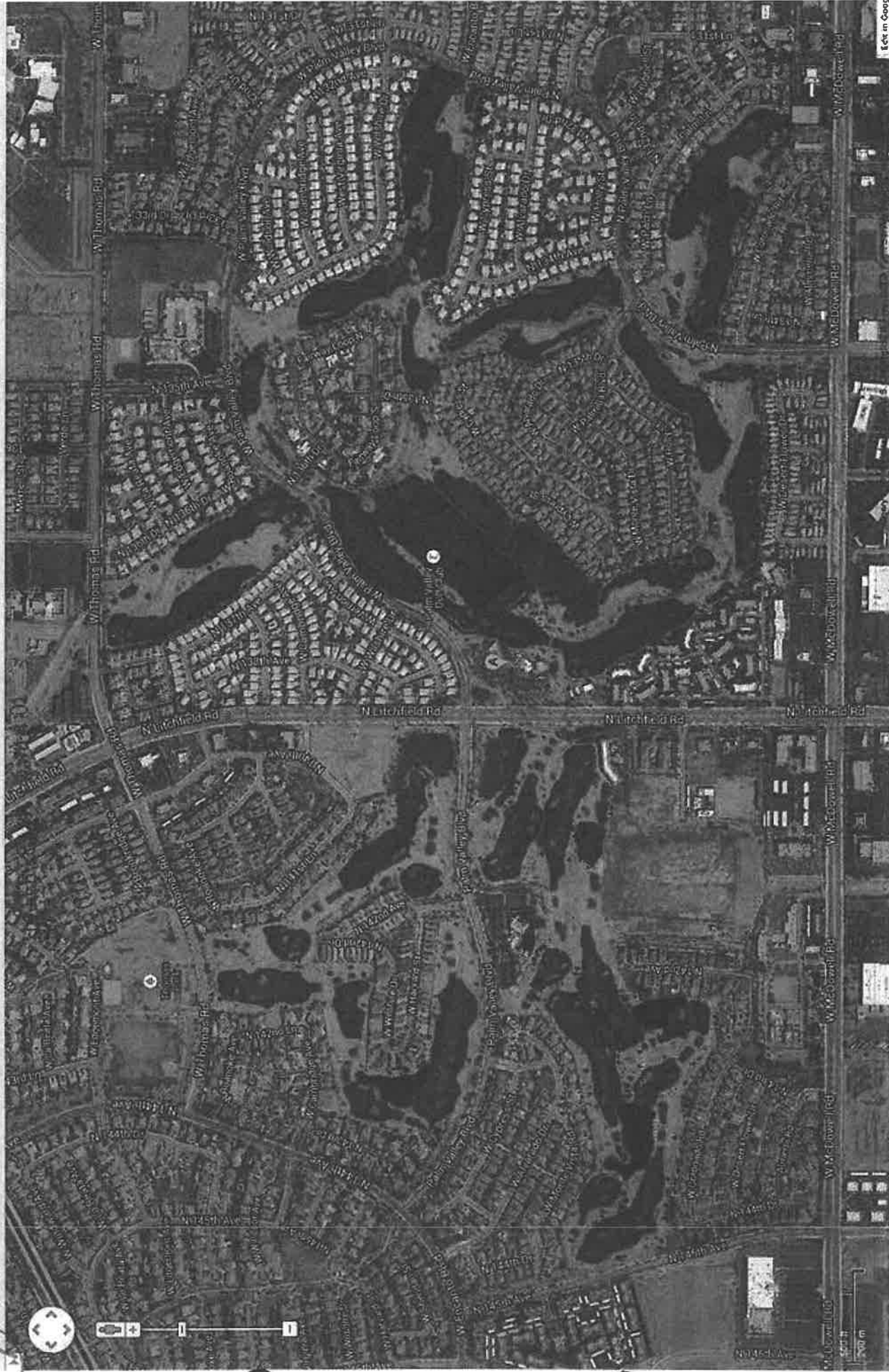
(DOES NOT INCLUDE RESIDENT HOMES

2211 N. LITCHFIELD ROAD GOODYEAR ARIZONA 85338



Google

ENTERED



Done

(entire 280 acres (excluding residences, streets, parking lots) licensed for alcohol storage, display, sales, and consumption)

Internet | Protected Mode: Off

1:40

Palm Valley Golf Club

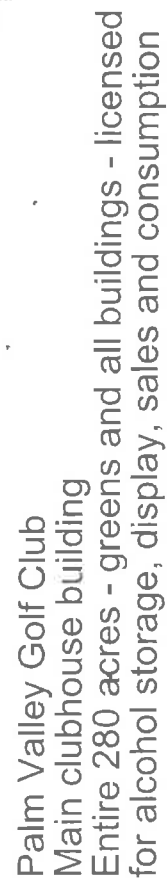
Entire 280 acres - greens, clubhouse and pavilion buildings, licensed for alcohol storage display, sales, and consumption

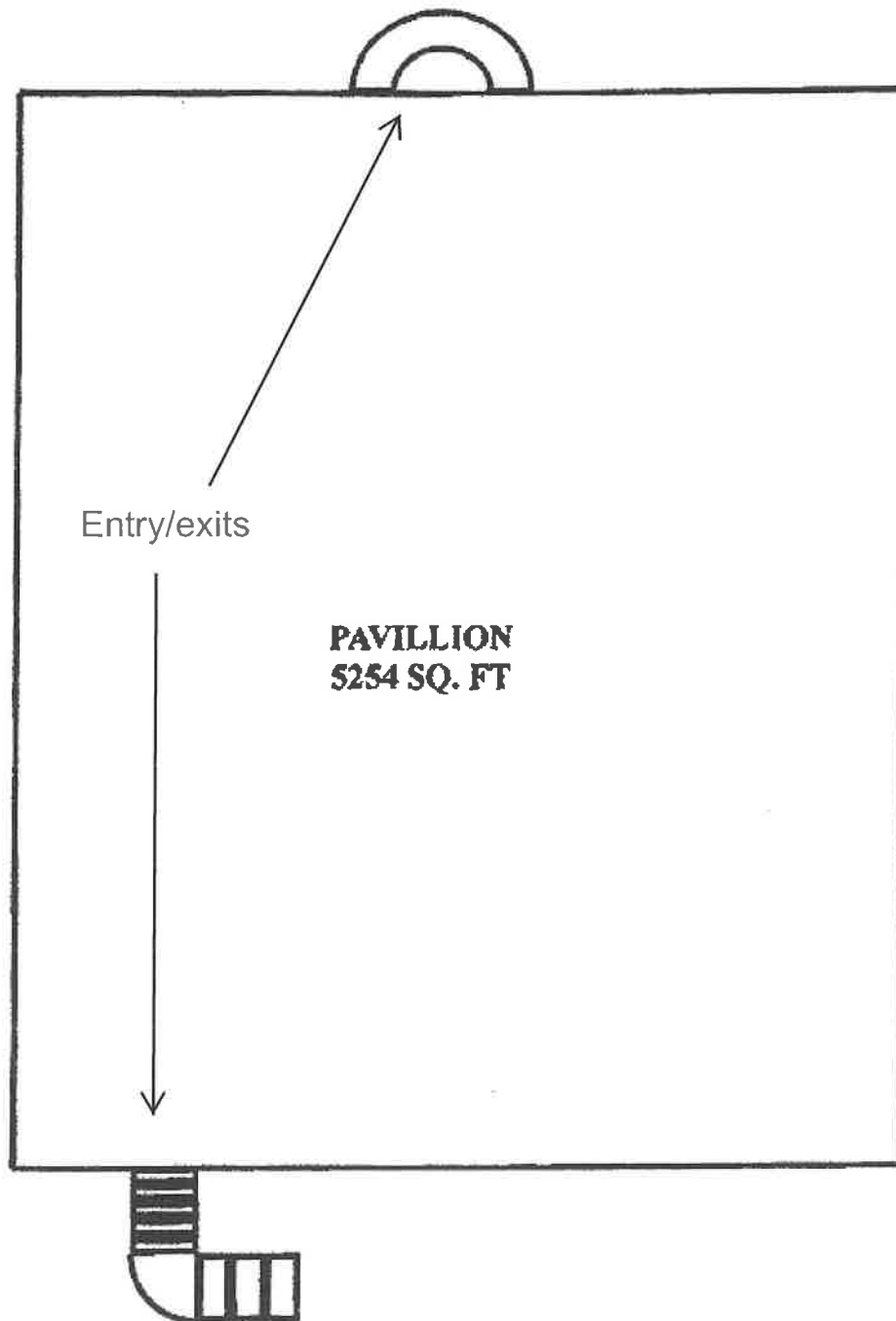
Legend

- Feature 1
- Palm Valley Golf Club



3439-018 (521305)





Palm Valley Golf Club
Pavilion building next to main clubhouse.
Entire 280 acres licensed for alcohol
storage, display, sales, and consumption

LC:

Amount:

123 12 21 11:41 AM 1/1/23



AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLIC USE ONLY

Job #:	272292
Date Accepted:	12/12/23
CSR:	NA

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

Type or Print with Black Ink

License Number: 06070037

fp current

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

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

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

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: ANDERSON RYAN WITNER Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Pomona CA USA Height: 6'4" Weight: 230 Eyes: Blue Hair: Brown
City State COUNTRY

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

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 2001

7. Daytime telephone number: (480) 304-8300 Email address: psines@gamlaw.com

8. Premises Name: Palm Valley Golf Club Business Phone: 623 935 2500

9. Premises Address: 2211 N Litchfield Road Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2021	CURRENT	Law Firm	Gutilla Murphy Anderson - 5415 E High St #200 - Phoenix, AZ 85054

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

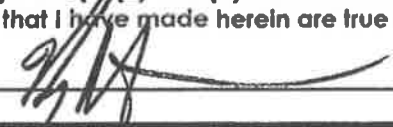
FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2011	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature: 

Date: 12/11/2023

LC:

Amount:

123 12 21 11:00 AM



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #:	272092
Date Accepted:	10/12/13
CSR:	TA

Type or Print with Black Ink

License Number: 06070037

for current

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

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

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

1. Check the
Appropriate
Box →

☐ Agent

☒ Controlling Person

2. Name: Crocker Christopher James Alfred Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Tuscaloosa AL USA Height: 5'9" Weight: 175 Eyes: HZL Hair: BRN
City State COUNTRY

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

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

7. Daytime telephone number: 214-722-6032 Email address: ccrocker@arcisgolf.com

8. Premises Name: Palm Valley Golf Club Business Phone: (623) 935-2500

9. Premises Address: 2211 N Litchfield Road Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
02/2016	CURRENT	CMO	ARCIS Golf, 8343 Douglas Avenue, Suite 200, Dallas, Texas 75225

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/2019	CURRENT				
03/2018	01/2019				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature: Christopher J. Crocker Date: 12/11/2023

LC:
Amount:



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLIC USE ONLY

Job #:	272292
Date Accepted:	12/10/23
CSR:	TA

Type or Print with Black Ink

License Number: 06070037

85.480

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

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

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: Sahai Narinder (nmn) Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Jalanddhar Punjab India Height: 5'3" Weight: 160 Eyes: Black Hair: Black
City State COUNTRY

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

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

7. Daytime telephone number: 214-722-6045 Email address: nsahai@arcisgolf.com

8. Premises Name: Palm Valley Golf Club Business Phone: (623) 935-2500

9. Premises Address: 2211 N Litchfield Road Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2023	CURRENT	CFO	ARCIS Golf, 8343 Douglas Ave., Suite 200, Dallas, TX 75225
01/2022	06/2023	CFO & Special Advisor	RumbleOn, Inc., 901 Walnut Hill Ln, Irving, TX 75038
07/2020	01/2022	Head of Finance	Amazon Web Services, 410 Terry Ave. N, Seattle, WA 98109
02/2020	07/2020	Advisor/Consultant/Self Employed	70 N. Bacopa Dr., The Woodlands, TX 77381
01/2019	02/2020	SVP, Treasurer	Target Hospitality Corp., 9320 Lakeside Blvd., The Woodlands, TX 77381

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
07/2022	CURRENT				
08/2020	07/2022				
09/2011	08/2020				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature:  Date: 12/4/2023

Employment Continued

Narinder Sahai

**04/2009 to 01/2019 Finance Director TechnipFMC pic 13460 Lockwood Rd,
Houston, Texas 77044**

Wesake

23 DEC 18 PM 2:02 AZDLLC



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	272292
Date Accepted:	10/21/23
CSR:	TA

Fee Collected under
Individual (AP)

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date 10/31/2023	Name of Applicant: Narinder Kumar Sahai
Name of Fingerprint Technician: Neal H. Stout	
Fingerprint technician's Signature: Neal H. Stout	Neal H. Stout Budget Fingerprinting 1226 N. Belt Line Rd. Irving, Tx 75061
Fingerprint technician's Agency/company Name: Budget Fingerprinting	Phone Number: 214-529-8157
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

LC:

Amount:

23 12 21 11:40 AM



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DLLC USE ONLY

Job #:	272008
Date Accepted:	12/21/23
CSR:	TA

Type or Print with Black Ink

License Number: 06070037

fx current

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

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

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

1. Check the
Appropriate
Box →

☐

Agent

☒

Controlling Person

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

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

4. Place of birth: Sacramento, CA USA Height: 6' 1" Weight: 220 Eyes: Blue Hair: Blonde
City State COUNTRY

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

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

7. Daytime telephone number: 214-772-6021 Email address: ssiddons@arcisgolf.com

8. Premises Name: Palm Valley Golf Club Business Phone: (623) 935-2500

9. Premises Address: 2211 N Litchfield Road Goodyear AZ Maricopa 85395
Street (do not use PO Box) City State County Zip

12/21/2023 12:21 PM

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
2014	CURRENT	General Counsel	ARCIS Golf, 8343 Douglas Ave, Suite 200, Dallas, TX 75225

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

FROM Month/Year	TO Month/Year	Street	City	State	Zip
02/2001	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

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

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

Signature: Scott V. Siddons Date: 12/11/2023



FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #:	072292
Date Accepted:	12-18-23
CSR:	AP

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

1. Please fill out or ensure that the applicant has filled out all the required boxes on the fingerprint card prior to taking the fingerprints.
2. Request a valid, unexpired government-issued photo ID from the applicant and compare the physical descriptors on the applicant's photo ID to the applicant and to the information on the fingerprint card.
3. Fill out the information in the boxes below. **Please print clearly.**
4. Once the prints have been taken, place the fingerprint card and this form into the envelope and seal it. Please write your name or identification across the edge of the seal. Return the sealed envelope to the applicant.

Do not give the applicant the fingerprint card without first sealing it inside the envelope.

PRINT the following information:

Date: 10/23/23	Name of Applicant: Matthew Bush Phillips
Name of Fingerprint Technician: Belen Salas	
Fingerprint technician's Signature: 	
Fingerprint technician's Agency/company Name: Arizona Livescan Fingerprinting Network	Phone Number: 602-246-3444
Type of Photo ID Provided (check one):	
☒ Driver's License ☐ Passport ☐ Other (Please specify)	

LC:

Amount:



PREMISES MANAGER QUESTIONNAIRE

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

DLLC USE ONLY

Job #	272292
Date Accepted:	10/01/23
CSR:	TA

Type or Print with Black Ink

License Number: 06070037

815. 480

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

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1. Name: Phillips Matthew Bush Birth Date: [REDACTED]
Last First Middle (NOT a public record)

2. Social Security #: [REDACTED] Driver's License #: [REDACTED] State Issued: AZ

3. Place of birth: Jackson WY USA Height: 5'8" Weight: 215 Eyes: Hazel Hair: Brown
City State COUNTRY

4. Name of current/most recent spouse: Phillips Rosemary Kathleen Birth Date: [REDACTED]
Last First Middle (NOT a public record)

5. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 2011

6. Daytime telephone number: 623-910-3718 Email address: mphillips@palmvalleygolf.com

7. Premises Name: Palm Valley Golf Club Business Phone: 623 935 2500

8. Premises Address: 2211 N. Litchfield Road Goodyear, AZ Maricopa 85255
Street (do not use PO Box) City State County Zip

123 12 21 11:41 AM PM 2014

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
08/21	CURRENT	GM - Golf Course	Arcis Golf - Palm Valley Golf Club 2211 N Litchfield Rd, Goodyear, AZ 85395
01/11	08/21	GM - Golf Course	OB Sports - Palm Valley Golf Club 2211 N Litchfield Rd, Goodyear, AZ 85395

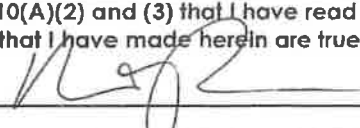
10. Provide your residence address information for the last five (5) years A.R.S. §4-202(D) (ATTACH ADDITIONAL SHEET IF NECESSARY)

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/11	CURRENT				

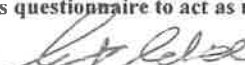
11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
13. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) A.R.S. §4-202, 4-210 Yes ☐ No ☒
14. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? Yes ☐ No ☒
15. 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 ☒
16. 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 12 through 16 YOU MUST attach a signed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 12-16 MAY NOT BE ACCEPTED

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

Signature:  Date: 10-31-23

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

Print Name: **Scott Siddons** Signature:  Date: 10-30-23

Certificate of Completion For Title 4 BASIC Liquor Law Training

☐ 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 placed in the course equipment. The State requires BASIC Title 4 training only as a condition for new or renewed liquor licenses or as a result of a liquor law violation. Persons required to have BASIC Title 4 training are listed on the Arizona Department of Liquor website. Some persons sometimes require BASIC Title 4 Training a condition of employment. A replacement Certificate of Completion for title 4 training must be obtained through the training provider for two years after the training completion date.

Student Information
Name: Matthew Phillips
Signature: _____
Training Completion Date: 10/18/2023
Expiration Date: 10/17/2026
Training Provider Information
Company Name: ABC - Arizona Business Council for Alcohol Education
Address: 8155 North 24th Avenue, Suite A, Phoenix, Arizona 85021
Mailing Address: _____
Daytime Contact Phone Number: (602) 285-1396

I, Jesus Altamirano, certify that the above named individual did successfully complete 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: _____ Date: 18 / 10 / 2023
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)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		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.

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

A Certificate of Completion must be on a form provided by the Arizona Department of Liquor. Certificates are completed by a state-approved training provider and, when issued, the certificate is signed by the training provider. Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid certificate of completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of state approved BASIC Title 4 training must be verified by the training provider prior to issuing a Certificate of Completion for MANAGEMENT Title 4 training. A replacement Certificate of Completion for Title 4 training must be available through the training provider for two years after the training completion date.

Student Information
Matthew Phillips

Last Name (Please print)

Signature

10/21/2023

10/20/2026

Training Completion Date

Certificate Expiration Date
(Three years from completion date)

Training Provider Information
ABC - Arizona Business Council for Alcohol Education

Company Name

8155 North 24th Avenue, Suite A; Phoenix, Arizona 85021

Mailing Address

(602) 285-1396

Daytime Contact Phone Number

I, **Jesus Altamirano**, certify that the above named individual did successfully complete

Instructor Name (please print)

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

Jesus Altamirano

Instructor Signature

21 / 10 / 2023

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.

5,280 FT

2211 N LITCHFIELD RD, Goodyear, AZ, 85395

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile – Palm Valley Golf Club**Applicant Address: 2211 N Litchfield Road, Goodyear, AZ 85395**

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD	1,900.85 ft	12
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD	2,106.54 ft	12
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD	2,390.24 ft	12
GUS'S NEW YORK PIZZA & BAR	13824 W MCDOWELL RD	2,390.24 ft	12
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD	2,598.71 ft	12
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD	2,662.95 ft	12
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD	3,201.82 ft	12
TARGET #1242	1515 N LITCHFIELD RD	3,331.04 ft	10
HAYASHI HIBACHI	1480 N LITCHFIELD RD	3,384.42 ft	12
MACAYO'S	1474 N LITCHFIELD RD	3,772.86 ft	6
MOD PIZZA	1380 N LITCHFIELD RD	3,939.73 ft	12
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD	3,951.19 ft	12
RAUL & THERESA'S	1363 N LITCHFIELD RD	4,215.25 ft	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,310.4 ft	9
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	4,310.4 ft	09S
CIRCLE K STORE #9177	1264 N LITCHFIELD RD	4,728.72 ft	10
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL RD	4,829.99 ft	12
CRACKER BARREL #277	1209 N LITCHFIELD RD	4,956.48 ft	12
BUFFALO WILD WINGS	13311 W MCDOWELL RD	5,078.76 ft	12
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL RD	5,246.8 ft	12

Schools		
MONTESSORI IN THE PARK	1832 N LITCHFIELD RD	2,110.91 ft
ARCHWAY TRIVIUM EAST	14130 W MCDOWELL RD	3,412.68 ft
ST. THOMAS AQUINAS SCHOOL	13720 W THOMAS RD	3,866.28 ft
PALM VALLEY ELEMENTARY	2801 N 135TH AVE	4,002.06 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 #: 3.
DATE: 01/29/2024
AI #:1868



CITY COUNCIL ACTION REPORT

SUBJECT: CALL OF 2024 ELECTIONS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Call of elections for August 6, 2024 and November 5, 2024, if necessary.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2385 PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 6, 2024 AND A GENERAL ELECTION NOVEMBER 5, 2024, IF NECESSARY; DESIGNATING THE PLACE TO OBTAIN CANDIDATE PACKETS; DESIGNATING THE DATES FOR CANDIDATES TO FILE NOMINATION PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION. (Darcie McCracken, City Clerk)

FISCAL IMPACT

Election costs will be budgeted in the Fiscal Year 2024-25 budget for the City Clerk's Office.

BACKGROUND AND PREVIOUS ACTIONS

In 2019, voters approved moving the regular candidate elections for the city of Goodyear to the fall of even years to coincide with the state's elections. Terms for the then current members of Council were extended with those terms ending in 2023 being extended to December 31, 2024. There are currently three council seats to fill.

STAFF ANALYSIS

As this is a regular candidate election, state statutes do not require a call of election; however, this action will assist in providing information and notification to the public of the upcoming election. Additional opportunities to share the information will take place with the publication of the resolution, updated city's election website and social media posts. A communication plan will be established to provide regular updates to voters, especially as the election date gets closer.

Attachments

Resolution No. 2024-2385

RESOLUTION NO. 2024-2385

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, PROVIDING NOTICE OF A PRIMARY ELECTION ON AUGUST 6, 2024 AND A GENERAL ELECTION NOVEMBER 5, 2024, IF NECESSARY; DESIGNATING THE PLACE TO OBTAIN CANDIDATE PACKETS; DESIGNATING THE DATES FOR CANDIDATES TO FILE NOMINATION PAPERS; DESIGNATING THE DATES THAT VOTER REGISTRATION CLOSES; AUTHORIZING THE CITY MANAGER, OR HER DESIGNEE, TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES; AND ORDERING THE CITY CLERK TO PUBLISH THIS CALL OF ELECTION.

WHEREAS, City Charter requires Council seats be filled in the Fall of even years; and

WHEREAS, the City Charter provides that if a candidate receives a majority of the vote, then they shall be declared elected at the primary and no additional election is required; and,

WHEREAS, the terms of three (3) Councilmembers will expire on December 31, 2024.

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

SECTION 1. DESIGNATION OF PRIMARY ELECTION DATE AS AUGUST 6, 2024 AND GENERAL ELECTION DATE AS NOVEMBER 5, 2024 TO CONDUCT A CANDIDATE ELECTION

A Primary Election is set to fill three (3) seats on the City Council, and a General Election is set if three candidates for Council are not able to be declared elected by receiving a majority of all votes cast for the respective seats.

SECTION 2. CANDIDATE PACKETS AND FILING DEADLINES

The candidates seeking municipal office may obtain nomination papers and other materials at the City Clerk's Office, 1900 N. Civic Square, Goodyear, AZ 85395. The first day to file nomination petitions is March 9, 2024; the last day to file the completed forms is by 5:00 p.m. on April 8, 2024, at the City Clerk's Office, 1900 N. Civic Square, Goodyear, AZ 85395.

SECTION 3. DESIGNATING VOTER REGISTRATION DEADLINES

Voters have until July 8, 2024, to register to vote or to change information on their voter registration for the Primary Election. Voters have until October 7, 2024, to register to vote or to change information on their voter registration for the General Election.

SECTION 4. AUTHORIZING THE CITY MANAGER TO ENTER INTO ALL AGREEMENTS TO EFFECTUATE ELECTION SERVICES

Authorizing the City Manager, or her designee, to enter into all agreements to effectuate election services.

SECTION 5. PUBLICATION OF CALL OF ELECTION

The City Clerk shall publish this resolution at least twice in the Arizona Republic not less than one week apart during the six calendar weeks preceding 150 days before the election in accordance with A.R.S. §16-227.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 29 day of January, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 4.
DATE: 01/29/2024
AI #:1894



CITY COUNCIL ACTION REPORT

SUBJECT: CITY COUNCIL SUBCOMMITTEE APPOINTMENTS

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

SUMMARY

Recognize the City Council Subcommittee Appointments.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Recognize the 2024 City Council Subcommittee appointments. (Rosalva Zimmerman, Assistant to the Mayor)

FISCAL IMPACT

There is no fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

At the beginning of each calendar year, the Mayor may modify the composition of each of the City Council subcommittees. Mayor Pizzillo considers the City Council preferences and interest when reviewing and determining the annual appointments.

The 2024 appointments are as follows:

City Council Subcommittee: Community Funding

Vice Mayor Laura Kaino
Councilmember Wally Campbell
Councilmember Vicki Gillis

City Council Subcommittee: Boards, Commissions and Commissions Appointments

Vice Mayor Laura Kaino
Councilmember Sheri Lauritano
Councilmember Wally Campbell

City Council Subcommittee: Audit

Councilmember Sheri Lauritano

Councilmember Brannon Hampton

Councilmember Vicki Gillis

Goodyear Public Safety Personnel Retirement Board:

Vice-Mayor Laura Kaino

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

ITEM #: 5.
DATE: 01/29/2024
AI #:1863



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE BUDGET AMENDMENTS

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve budget amendments.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

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

FISCAL IMPACT

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

Attachments

Budget Amendment Report

City Council - Budget Amendments Report - FY2024

Council Agenda Date: 1/29/2024

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	New Resource/ Revenue	No Ultimate Funding Change	General	Water Operating	Wastewater Operating	Other Operating Funds	Other Capital Funds
12/13/2023	2024-06-410	Budget Authority to increase security at the Goodyear Recreation Campus. Security updates include weapons detection units, enhanced cameras and alarm door modifications.	\$141,000	General Fund			\$141,000				
12/14/2023	2024-06-454	Moving of funds for the vacant Development Agreement Coordinator position from Finance Department to City Manager's Office.	\$99,700	General Fund		\$99,700					

ITEM #: 6.
DATE: 01/29/2024
AI #:1864



CITY COUNCIL ACTION REPORT

**SUBJECT: FY2024 DESIGNATION OF CHIEF FISCAL OFFICER FOR
EXPENDITURE LIMIT REPORTING**

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

SUMMARY

Arizona Revised Statutes §41-1279.07(E) requires that the City Council annually designate the Chief Fiscal Officer (CFO) for the purposes of filing the annual expenditure limit report. This resolution names Jared Askelson, Interim Finance Director, as the designee for the remainder of FY2024. This resolution repeals Resolution No. 2023-2310.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2383 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Jared Askelson, Interim Finance Director)

FISCAL IMPACT

No fiscal impact will result from the designation.

Attachments

Resolution No. 2024-2363

RESOLUTION NO. 2024-2383

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2024 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

WHEREAS, A.R.S. §41-1279.07(E) requires each county, city, town, and community college district to annually provide to the Arizona Auditor General by July 31 the name of the Chief Fiscal Officer (CFO) the governing body has designated to officially submit the current year's annual expenditure limitation report (AELR) on the governing body's behalf; and

WHEREAS, the City of Goodyear Mayor and Council desires to designate Jared Askelson, as the City's Chief Fiscal Officer; and

WHEREAS, Entities must submit an updated form and documentation for any changes in the individuals designated to file the AELR; and

WHEREAS, this resolution repeals Resolution No. 2023-2310, which designated former City of Goodyear Finance Director, Doug Sandstrom, as the City's Chief Fiscal Officer (CFO).

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

SECTION 1. Jared Askelson is hereby designated as the City's Chief Fiscal Officer (CFO) for purposes of submitting the fiscal year 2024 AELR to the Arizona Auditor General on the governing's body behalf.

SECTION 2. Resolution No. 2024-2383 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 7.
DATE: 01/29/2024
AI #:1872



CITY COUNCIL ACTION REPORT

**SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH ARIZONA
DEPARTMENT OF TRANSPORTATION (ADOT) FOR CIP PROJECT #42027
ESTRELLA PARKWAY/PEBBLE CREEK & I10 INTERCHANGE**

STAFF PRESENTER(S): Troy Tobiasson, Senior Project Manager

SUMMARY

Presenting the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) establishing responsibility for the design, advertisement, award, and to administer construction of improvements to Estrella/PebbleCreek Parkway at I-10 with ADOT right-of-way for CIP PROJECT #42027.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2384 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION. (Troy Tobiasson, Senior Project Manager)

FISCAL IMPACT

The direct fiscal impact of the IGA is limited to ADOT's inspection costs, which are estimated at \$117,000. Although the IGA imposes maintenance obligations for the improvements that will be constructed as part of the Estrella/PebbleCreek Parkway at I-10 project, the city is currently maintaining the existing asphalt pavement, signing, striping, landscaping, sidewalk, street lighting, and traffic signals along Estrella/PebbleCreek Parkway at the interchange with I-10 per AI-815/C-22-6657 approved by Council on July 11, 2022. The ongoing maintenance costs are anticipated to be unchanged prior to and after construction. ADOT will be responsible for the maintenance of the retaining wall once the project is complete.

BACKGROUND AND PREVIOUS ACTIONS

Estrella/PebbleCreek Parkway and I-10 Interchange is an approved CIP project in FY2024 as project number 42027. The funding for this project was included in the annual budget approved by Council on June 12, 2023. Through staff coordination with ADOT it has been determined that an IGA between the city of Goodyear and ADOT is necessary to perform the improvement including inspection and project close out that cross jurisdictional boundaries.

STAFF ANALYSIS

The city desires to improve a portion of Estrella/PebbleCreek Parkway currently under the Interstate 10 overpass by widening the roadway and increasing the number of travel lanes in each direction. The project will provide dual left turn lanes and three thru lanes for northbound and southbound Estrella/PebbleCreek Parkway. This IGA being presented for approval sets forth ADOT's requirements for allowing the City to undertake the project within ADOT's right-of-way, which includes terms requiring the City to bear all costs of the project, including payments to ADOT for inspections, and require the City to maintain the project improvements including sidewalks, curb and gutter, pedestrian access ramps, street surfaces, shoulders, median, landscaping, traffic signals and underdeck lighting. After completion and acceptance of the improvements and approval by resolution of the State Transportation board, ADOT will be abandoning and transferring ownership of a portion of its right-of-way to the City, at which point, the City will assume full responsibility for the operation and maintenance of the abandoned right-of-way.

Staff supports the approval of the IGA as it is necessary for this project to move forward, which will improve traffic flow at the intersection of I-10 and Estrella Parkway.

Attachments

Resolution 2024-2384

IGA - ADOT & COG

RESOLUTION NO. 2024-2384

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA ACTING BY AND THROUGH THE ARIZONA DEPARTMENT OF TRANSPORTATION.

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Agreement with the Arizona Department of Transportation (ADOT); and

WHEREAS, the City desires to improve a portion of Estrella Parkway currently under the Interstate 10 overpass by widening the roadway and increasing the number of travel lanes in each direction (the "Widening Project"), and

WHEREAS, the Widening Project requires the City construction of improvements within ADOT's right-of-way, including new walls at the bridges, sidewalk and sidewalk ramps, median, curb and gutter, bridge underdeck lighting, signals, storm drain, concrete pipe, catch basins, manholes, concrete scupper, striping, signs, and landscaping; and

WHEREAS, the Intergovernmental Agreement being presented for approval sets forth ADOT's requirements for allowing the City to undertake the Widening Project within ADOT's right-of-way, which includes terms requiring the City to bear all costs of the Widening Project, including payments to ADOT for inspections, and that require the City to maintain certain of the Widening Project improvements including sidewalks, curb and gutter, pedestrian access ramps, street surfaces, shoulders, median, landscaping, traffic signals and underdeck lighting; and

WHEREAS, after completion and acceptance of the improvements and approval by resolution of the State Transportation board, ADOT will be abandoning and transferring ownership of a portion of its right-of-way to the City, at which point, the City will assume full responsibility for the operation and maintenance of the abandoned right-of-way, and

WHEREAS, the Mayor and Council find that the adoption of Resolution 2024-2384 would be in the best interests of the City.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Goodyear in the form attached hereto and incorporated by reference as if fully set forth herein (the "IGA").

SECTION 2. The Mayor is hereby authorized to execute the Intergovernmental Agreement between the Arizona Department of Transportation and the City of Goodyear, in the form attached hereto.

SECTION 3. The City Manager and/or her designee is hereby authorized to take all actions necessary to carry out the intent of this Resolution and the Intergovernmental Agreement.

SECTION 4. This Resolution shall become effective upon the date it is passed and adopted by the Mayor and Council of the City of Goodyear.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2024.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ADOT CAR No.: IGA 24-000xxxx-I
AG Contract No.: P0012024000125
Project Location/Name: Estrella Parkway
at I-10
Type of Work: Roadway Widening and
Improvements
Federal-aid No.: N/A
ADOT Project No.: M7235 01X
TIP/STIP No.: N/A GDY23-201
CFDA No.: 20.205 - Highway Planning and
Construction
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GOODYEAR

THIS AGREEMENT ("Agreement") is entered into this date _____, pursuant to the Arizona Revised Statutes ("A.R.S.") §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State" or "ADOT") and the CITY OF GOODYEAR, acting by and through its MAYOR and CITY COUNCIL (the "City" or "Local Agency"). The State and the City are each individually referred to as a "Party" and are collectively referred to as the "Parties."

I. RECITALS

1. The State is empowered by A.R.S. § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
2. The Local Agency is empowered by A.R.S. § 48-572 to enter into this Agreement and has by resolution resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Local Agency.
3. The Local Agency will design, advertise, award and administer construction of improvements to Estrella Parkway at Interstate 10 (I-10) within ADOT right of way, as reflected in the plans titled Estrella Parkway Widening at I-10 Interchange approved by ADOT, copies of which are on file with ADOT and with the Local Agency (the "Project"). The Project improvements include, but are not limited to, the design and construction of new walls at the bridges, sidewalk and sidewalk ramps, median, curb and gutter, bridge underdeck lighting, signals, storm drain, concrete pipe, catch basins, manholes, concrete scupper, striping, signs, and landscaping. The Local Agency will obtain a permit from the State to complete the Project and be responsible for actual costs of the Project and will assume the operations and maintenance responsibilities set forth in Section II (Scope of Work) subparagraph 3 of this Agreement. The State will review the Project design plans and

provide an inspector for a portion of the Project at the cost of the Local Agency. The inspection cost associated with the Project is estimated at \$117,000. The State will be responsible for the ownership, operations, and maintenance responsibilities set forth in Section II (Scope of Work) subparagraph 2 of this Agreement.

4. After final acceptance of the Project and upon the approval of the State Transportation Board, the State will abandon ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit A to the Local Agency. The Local Agency agrees to waive the requirements of A.R.S. § 28-7209.
5. The foregoing Recitals and Exhibits A and B shall be incorporated into this Agreement.

In consideration of the mutual terms expressed herein, the Parties agree as follows:

II. SCOPE OF WORK

1. The Parties agree:
 - a. To perform their responsibilities consistent with this Agreement; any change or modification to the Local Agency's Project will only occur with the mutual written consent of both Parties.
 - b. The Local Agency will be responsible for any and all Project costs.
 - c. The State will retain access control of the area as shown in Exhibit A.
 - d. Any future modifications within the Project limits required for transportation purposes and resulting in the removal or alteration of the Project will have precedence over the Project and there will be no compensation owed to the Local Agency.
2. The State will:
 - a. Issue, in accordance with the established procedures of the State's Central District Permit Office, a permit for the initial construction of the Project, separate permits for related pre-construction activities (such as pot-holing, utility work, survey etc), and a permit on a yearly basis for routine maintenance and emergency work. Routine maintenance and emergency work will be defined within the permit. Permits will be issued when appropriate insurance documents are provided as required by ADOT Risk Management.
 - b. After this Agreement is executed, invoice the Local Agency \$117,000.00 for the inspection costs associated with the Project. After the Project has been completed, the State will either invoice or reimburse the Local Agency for the difference between estimated and actual costs of this portion of the Project.

- c. Review the design plans, specifications and other such documents and services required for the construction of the Project within the State's right of way and provide comments to the Local Agency as appropriate.
 - d. Coordinate with the Local Agency throughout the construction phase of the Project for the State's inspection of all Project improvements including those that the State will own and operate.
 - e. Be responsible for the structural integrity of the new walls after Project completion and acceptance.
 - f. After final acceptance of the Project, with approval by Resolution of the State Transportation Board, abandon and transfer ownership, jurisdiction, and maintenance responsibilities of the area as depicted in Exhibit A.
 - g. Maintain all improvements within the Project limits except those identified as the Local Agency's responsibility as set forth in subparagraph 3(n) below.
3. The Local Agency will:
- a. Be responsible for all Project costs incurred in performing and accomplishing the work as set forth under this Agreement.
 - b. Submit an encroachment permit application with all required documentation to the State's Central District Permit Office for the initial construction of the Project, separate encroachment permit applications for related pre-construction activities as needed, and an encroachment permit application for routine maintenance and emergency work. Provide appropriate insurance with each encroachment permit once, then annually for the maintenance and emergency work to keep that permit valid. Notify the State's Central District Permit Office of any emergency maintenance work affecting the State right of way. Submit an encroachment permit application for any new construction or installation.
 - c. Within 30 days of receipt of an invoice from the State, pay to the State \$117,000.00 for the costs associated with the State's inspection of the Project. After the Project has been completed, be responsible and pay for the difference between estimated and actual costs of this portion of the Project within 30 days of receipt of an invoice.
 - d. Prepare and provide the design documents required for construction of the Project and incorporate comments from the State as appropriate.
 - e. Coordinate inspection of the new walls to be constructed as part of the Project with the State. The State inspector must be present for all work associated with the walls.
 - f. Not permit or allow any encroachments upon or private use of the public right of way, except those authorized by permit. Coordinate all authorized permits with ADOT prior to construction. In the event of any unauthorized encroachment or improper use, the Local Agency shall take all necessary steps to remove or prevent any such encroachment or use.

- g. Investigate and document utilities within the Project limits that conflict with the Project; submit findings to ADOT determining prior rights or no prior rights; approve a location within the final right of way to re-establish the prior rights location for those utilities with prior rights.
- h. Coordinate inspection of Project improvements including those that the State will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, damages to ADOT property resulting from the Project.
- i. In coordination with the State and throughout the construction phase of the Project, inspect all Local Agency's Project improvements that the Local Agency will own, operate and maintain. Be responsible for any and all future repairs, modifications, maintenance, and damages to the Local Agency's Project or ADOT property.
- j. Conduct an inspection on the existing Roosevelt Irrigation District (RID) pipe within ADOT right of way. Ensure that the existing pipe is properly working and in good condition at the beginning and end of the Project. If the RID pipe is not in proper working condition at the beginning of the Project, the City must notify RID and ADOT. If the RID pipe is not in proper working condition at the end of the Project, be responsible for any repairs at its sole expense.
- k. Be solely responsible for any damages resulting to State property due to the malfunction of the existing RID pipe as well as all cost associated to perform said repairs. All repairs must be performed to State standards.
- l. Notify ADOT 30 days prior if the RID pipe is ever abandoned or no longer in service. Notification should be made to the ADOT Resident Engineer or the Maintenance Supervisor for the Project area. Remove any RID manholes and grout all abandoned pipe within ADOT right of way at the City's sole expense prior to the completion and final acceptance of the Project.
- m. Protect in place all ADOT facilities and equipment, including but not limited to Intelligent Transportation System conduit, fiber, field equipment, Closed Circuit Television cameras, Dynamic Message Signs, ramp meter equipment/cabinets and loop detectors.
- n. After final inspection and acceptance of the Project, assume operation and maintenance responsibilities for the following:
 - i. Within the Project limits, perform routine/minor maintenance of the following improvements constructed by the Local Agency sidewalks, curb and gutter, pedestrian access ramps, street surfaces, shoulders, median, and surface drainage features feeding into the State's drainage system including catch basins. The foregoing improvements shall be maintained to Local Agency Standards and at the sole cost and expense of the Local Agency. Maintenance activities include but are not limited to: sweeping, crack sealing, removal of spills and debris, graffiti removal, repair of potholes, leveling and/or patching of asphalt concrete pavement with premix, pavement markings, seal coating of oxidized pavement, litter and trash removal, repair of the surface/base of damaged pavement presenting a safety

hazard, cracking and/or buckling of sidewalk, and landscape. The repairs or maintenance performed by the Local Agency shall not compromise the safety and structural stability of the State facilities.

- ii. Provide landscape maintenance of all features within the defined areas of the Local Agency's responsibility in accordance with accepted horticultural practices, keeping all areas free of weeds, undesirable grasses, and litter, applying irrigation water, furnishing and applying insecticide/herbicide sprays and dust to combat diseases and other pests, pruning, and replanting, as required to maintain the landscaping and the irrigation installed as part of the Project, including all testing, adjusting, repairing, and operation of the irrigation system, and shall furnish all electrical power and water to operate the irrigation system, at its sole expense.
- iii. Be responsible for the maintenance and electrical power for the traffic signals constructed as part of the Project. Maintenance includes but is not limited to, replacement and/or repair of all damaged traffic signal equipment, including knockdowns, and maintenance of the traffic signal equipment.
- iv. Be responsible for the operations, maintenance and electrical power for the roadway and underdeck lighting constructed as part of the Project. Maintenance includes but is not limited to, replacement and/or repair of all damaged roadway lighting equipment, including knockdowns, and maintenance of street and underdeck lighting.
- o. Waive the requirements of A.R.S. § 28-7209.
- p. After final acceptance of the Project by the State and approval by Resolution of the State Transportation Board, accept ownership, jurisdiction, and maintenance responsibilities of the area depicted in Exhibit A.
- q. Comply with the latest edition Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and adopted by ADOT, as per A.R.S. § 28-641, when performing any work under this Agreement. Traffic Control plans will be processed through the State's Central District Permits Office.

III. MISCELLANEOUS PROVISIONS

1. Effective Date. This Agreement shall become effective upon signing and dating of all Parties.
2. Amendments. Any change or modification to the Project will only occur with the mutual written consent of both Parties.
3. Duration. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of the Project and all related deposits and/or reimbursements are made. Any and all obligations of maintenance hereunder shall remain perpetual and shall survive any termination hereof and the assignment or assumption of this Agreement or the Project by another competent jurisdiction or entity.

4. Cancellation. This Agreement may be cancelled at any time up to 30 days before the award of the Project contract, so long as the cancelling Party provides at least 30 days' prior written notice to the other Party. It is understood and agreed that, in the event the Local Agency terminates this Agreement, the Local Agency shall be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that in the event the Local Agency terminates this Agreement, the State shall in no way be obligated to complete or maintain the Project and the State shall not allow the Local Agency to construct the Project in the State's right of way.
5. Indemnification. The Local Agency shall indemnify, defend, and hold harmless the State, any of its departments, agencies, boards, commissions, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the Local Agency, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The Local Agency's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation does apply to any negligence of the Local Agency which may be legally imputed to the State by virtue of the State's ownership or possession of land. The Local Agency's obligations under this paragraph shall survive the termination of this Agreement.
6. Third-Party Insurance. Local Agency shall require all contractors and subcontractors performing any work on the Project to procure and maintain Commercial General Liability Insurance, Commercial Auto Liability Insurance, Work Comp/Employers' Liability Insurance, and, if applicable, Aviation Liability Insurance for claims for injury to persons or damage to property, which may arise from or in connection with the performance of the work on the Project hereunder by the contractor or subcontractor and their respective agents, representatives, employees. The minimum amounts and types of insurance to be provided are set forth in the ADOT Permit Insurance Matrix for Encroachment Insurance Requirements, a copy of which is attached hereto as Exhibit B. The Commercial General Liability Insurance policy shall include coverage for Completed Operations. All of the insurance policies required to be carried herein shall be endorsed to add the City of Goodyear and the State of Arizona and to waive subrogation claims against the City of Goodyear and the State of Arizona. The Commercial General Liability Insurance policy and, if applicable, the Aviation Liability Insurance policy shall be endorsed to provide that the coverages provided under the policies are primary and non-contributory. The insurance coverage required herein shall remain in effect until all of their obligations under their respective contracts have been discharged, including warranty obligations.
7. Governing Law. This Agreement shall be governed by and construed in accordance with Arizona laws.
8. Conflicts of Interest. This Agreement may be cancelled in accordance with A.R.S. § 38-511.

9. Inspection and Audit. The Local Agency shall retain all books, accounts, reports, files and other records relating to this Agreement which shall be subject at all reasonable times to inspection and audit by the State for five years after completion of the Project. Such records shall be produced by the Local Agency, electronically or at the State office as set forth in this Agreement, at the request of ADOT.
10. Title VI. The Local Agency acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.
11. Non-Discrimination. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."
12. Non-Availability of Funds. Every obligation of the State and Local Agency under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated at the end of the period for which the funds are available. No liability shall accrue to the State or Local Agency in the event this provision is exercised, and neither the State nor the Local Agency shall be obligated or liable for any future payments as a result of termination under this paragraph.
13. Arbitration. In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration as is set forth for public works contracts if required by A.R.S. § 12-1518.
14. E-Verify. The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.
15. Contractor Certifications. The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.
16. Other Applicable Laws. The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.
17. Notices. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered electronically, in person, or sent by mail, addressed as follows:

For Agreement Administration:

Arizona Department of Transportation
Joint Project Agreement Group
205 S. 17th Avenue, Mail Drop 637E
Phoenix, AZ 85007
JPABranch@azdot.gov

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

For Project Administration:

Arizona Department of Transportation
Development Engineer – Central District
2140 W. Hilton Avenue, Mail Drop E7000
Phoenix, AZ 85009
602.712.6664

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

For Financial Administration:

Arizona Department of Transportation
Development Engineer – Central District
2140 W. Hilton Avenue, Mail Drop E7000
Phoenix, AZ 85009
602.712.6664

City of Goodyear
Attn: Hugh M. Bigalk, P.E.
City Traffic Engineer
14455 W. Van Buren St., Suite D
Goodyear, AZ 85338
623.882.7514
hugh.bigalk@goodyearaz.gov

18. Revisions to Contacts. Any revisions to the names and addresses above may be updated administratively by either Party and shall be in writing.
 19. Legal Counsel Approval. In accordance with A.R.S. § 11-952 (D), the written determination of each Party's legal counsel providing that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form is set forth below.
 20. Electronic Signatures and Counterparts. This Agreement may be signed in an electronic format using DocuSign or manually and it may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further, this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.
-

Remainder of this page is intentionally left blank.

(Signatures begin on the next page)

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective upon the full completion of signing and dating by all Parties to this Agreement.

CITY OF GOODYEAR

By _____ Date _____
JOE PIZZILLO
Mayor

ATTEST:

By _____ Date _____
DARCIE MCCRACKEN
City Clerk

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its Department of Transportation, and the City of Goodyear, an agreement among public agencies which, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 48-572 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement. Approved as to Form:

By _____ Date _____
City Attorney

ARIZONA DEPARTMENT OF TRANSPORTATION

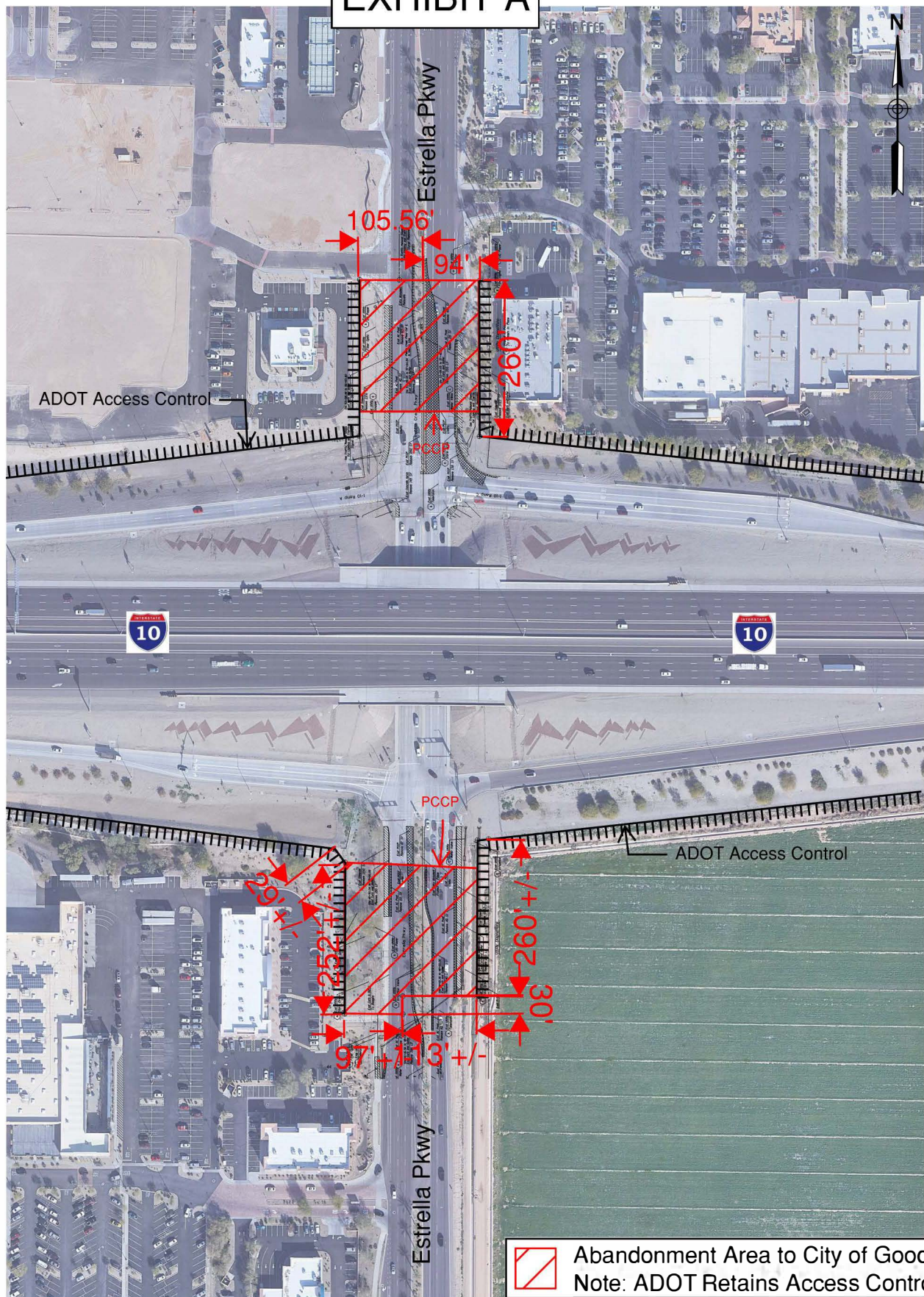
By _____ Date _____
STEVE BOSCHEN, PE
Infrastructure Delivery and Operations Division
Division Director

By _____ Date _____
BRENT A. CAIN, PE
Transportation Systems Management and Operations Division
Division Director

A.G. Contract No. P0012024000125 (ADOT IGA 24-000xxxx-I), an Agreement between public agencies, the State of Arizona and the City of Goodyear, has been reviewed pursuant to A.R.S. §§ 11-951 through 11-954 and A.R.S. § 28-401, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona. No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

By _____ Date _____
Assistant Attorney General

EXHIBIT A



 Abandonment Area to City of Goodyear
Note: ADOT Retains Access Control

ADOT

Infrastructure Delivery and Operations

DRAWING NO

D-07-T-988

DATE

AUG 2023

ADOT / CITY OF GOODYEAR
ABANDONMENT AREA

ROUTE:

I-10

LOCATION:

ESTRELLA PKWY & I-10

HIGHWAY NAME.:

EHRENBURG-PHOENIX HWY

SHEET NO.:

1 of 1

ADOT Permit Insurance Matrix

Encroachment Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$1,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$2,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory
Other Endorsements ⁺			
Completed Operations ¹			
Explosion/Collapse/Underground			

Film & Parade Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$1,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$2,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory

Special Event Insurance Requirements

Commercial General Liability	Commercial Auto Liability	Work Comp/Employers' Liability	Aviation Liability*
\$5,000,000 Occurrence	\$1,000,000 Combined Single Limit	\$1,000,000 Each Accident	\$1,000,000 Occurrence
\$5,000,000 Annual Aggregate		\$1,000,000 Each Disease-Employee	\$2,000,000 Annual Aggregate
		\$1,000,000 Each Disease-Policy Limit	
Required Endorsements	Required Endorsements	Required Endorsement	Required Endorsements
Additional Insured	Additional Insured	Waiver of Subrogation	Additional Insured
Waiver of Subrogation	Waiver of Subrogation		Waiver of Subrogation
Primary & Non-contributory			Primary & Non-contributory

***Aviation Liability** insurance is required when aircraft of any kind, including drones or other unmanned aircraft, will be in our right of way.

⁺**Completed Operations¹** is required for any/all construction, boring, alteration, etc. or as determined by Risk Management. **XCU²** is required for any boring, digging, use of explosives, as the type of work warrants or as determined by Risk Management.

ITEM #: 8.
DATE: 01/29/2024
AI #:1869



CITY COUNCIL ACTION REPORT

SUBJECT: AERIAL UTILITY EASEMENT TO APS OVER CITY PROPERTY

STAFF PRESENTER(S): Kimberly Romero SR/WA, Real Estate Coordinator

SUMMARY

The city is being asked to grant an Aerial Utility Easement over the southern portion of city owned property ("City Parcel") in order for APS to upgrade electric service and improve reliability for the customers in the Goodyear area as part of their Bullard - Goodyear 69kv/230kv Project WE015826.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Approve an Aerial Utility Easement over the City Parcel located at 11 N 145th Ave., Goodyear AZ 85338. (Kimberly Romero SR/WA, Real Estate Coordinator)

FISCAL IMPACT

APS is compensating the City of Goodyear \$276,408.00 for the Aerial Utility Easement that is to be granted. The impact to the City Parcel for encumbering its property will be minimal due to the location of the easement on the City Parcel.

BACKGROUND AND PREVIOUS ACTIONS

City of Goodyear owns parcel (500-10-731C) that is currently used for the City of Goodyear Police Department (the "PD Facilities Site"). APS's request for the Aerial Utility Easement was presented to the City. The easement, as proposed by APS, conflicted with the improvements the city was undertaking at the PD Facilities Site when the easement request was received. After consultation with city staff, including the City Project Manager assigned to the expansion of improvements on the PD Facilities Site, the Police Chief, City Real Estate Staff, City Legal Staff, APS's project manager and other APS staff, City staff and APS staff came up with a solution that limited the impact of the APS Easement on the City's use of the PD Facilities Site. The solution included the reduction of the size of the easement on the City's property from 60 feet to 45 feet and easement terms limiting the easement to installation of overhead

lines, which were to be located along or as close to the southern boundary of the PD Facilities Site as possible; limiting the lines that could be installed to those transmitting 69kV or greater; prohibiting the construction of any APS improvements within the PD Facilities Site; imposing minimum height requirements for the lines installed; limiting APS's access to the secure PD Facilities Site. In exchange, the City had to modify the landscaping that was to be installed in certain areas pursuant to the PD Facilities Site expansion project. Legal counsel along with other department directors gave their input on the terms of the easement and came to a final draft that was acceptable to the City and to APS.

The granting of the easement will not conflict with the Police Departments operations or needs with regards to the City Property. Moreover, because of the existing encumbrances on the City Parcel, the city is limited to what is allowable in the southern area of the City Parcel. It is the sole responsibility of APS to install, operate and maintain their facility at no cost to the city.

STAFF ANALYSIS

Staff is recommending granting of the Aerial Utility Easement to APS over a portion of the City Parcel. The granting of the easement will not impact the operations of the Police Department, and because of the location of the easement, there is no impact on the land value of the City Parcel. The grant of this easement will facilitate the installation of the APS overhead electric lines, at its sole cost and expense.

Attachments

Aerial Utility Easement with Exhibits

Aerial View

NW SEC 9 1N, 1W
33.445886, -
112.369832
500-10-731C WE014836,
WE015826 CDJ/DMS

AERIAL UTILITY LINE EASEMENT

THE CITY OF GOODYEAR, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona described in Exhibit "A," attached hereto and incorporated herein (hereinafter called "Grantor's Property").

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

This Aerial Utility Line Easement shall be a permanent easement for use solely by Grantee for the installation, operation, maintenance, and repair of overhead high voltage electrical transmission lines owned and operated by Grantee as needed to transmit 69kV of electricity or greater by Grantee over the Easement Premises (the "Electrical Transmission Lines"). The Electrical Transmission Lines shall be installed above the southern boundary of Grantor's Property or to the closest extent possible if the Electrical Transmission Lines cannot be located directly above the southern boundary of Grantor's Property. Electrical Transmission Lines transmitting 69kV of electricity shall be located a minimum of 40 feet above ground level, measured at its highest point, and Electrical Transmission Lines transmitting electricity in excess of 69kV shall be located a minimum of 80 feet above ground level, measured at its highest point. No equipment, poles, or appurtenances shall be located within the Easement Premises.

Grantee understands that Grantor's Property is a secure facility and agrees that the installation, operation, maintenance, and repair of the Electrical Transmission Lines located over the Easement Premises shall be done from the property adjacent to the southern boundary of Grantor's Property. Except as follows, the easement granted herein does not provide Grantee any right to access the Easement Premises. Subject to Grantee obtaining permission from Grantor, Grantee shall be entitled to access the Easement Premises only if work required for the installation, maintenance, repair, or replacement of the electrical transmission lines authorized to be installed over the Easement Premises cannot be done from the property adjacent to the

southern boundary of Grantor's Property. Grantee is expressly prohibited from permitting others to use the Easement Premises for any facilities jointly with or separately from the Grantee for their purposes.

This Aerial Utility Line Easement is subject to Grantor's right to install, construct, operate, use, maintain, repair, and replace within the Easement Premises all improvements identified and depicted in the Landscape Plan prepared by Architekton for the Goodyear Police Department attached hereto as Exhibit C or comparable improvements thereto. Subject to all other provisions of this Aerial Utility Line Easement, and in addition to the foregoing, Grantor reserves the right to use and occupy the Easement Premises for any purpose consistent with the rights and privileges herein granted, and which do not interfere with or endanger any of Grantee's electrical transmission lines.

By accepting and utilizing this easement, Grantee agrees that following any installation, maintenance, repair, or other work by Grantee within the Easement Premises, the affected area will be restored by Grantee, to as close to original condition as is reasonably practicable and as approved by Grantor, at the expense of Grantee; and that Grantee shall indemnify Grantor, to the fullest extent allowed by law, for any loss, cost or damage incurred by Grantor as a result of any negligent installation, operation, maintenance, repair or other work performed by Grantee within the Easement Premises.

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

The covenants and provisions herein set forth shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, successors in ownership and estate, assigns, and lessees of Grantor and Grantee.

[THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

THE CITY OF GOODYEAR,
an Arizona municipal corporation

BY: _____

Name: Wynette Reed
Its: City Manager

STATE OF ARIZONA }
 } ss.
COUNTY OF MARICOPA }

This instrument was acknowledged before me this ____ day of _____, 2024 by Wynette Reed, the City Manager for **THE CITY OF GOODYEAR, an Arizona municipal corporation**.

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

Notary Seal:

Notary Public

Exhibits on the Following Pages

EXHIBIT 'A'

Grantor's Property Legal Description

[On the Following Pages]

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY as recorded at Recording No. 2015-0072235 at Maricopa County Recorder's Office, Maricopa, County, Arizona

A parcel of land situated in the Northwest quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and being a portion of that certain property described in Instrument No. 2011-1070323, Official Records of Maricopa County, Arizona, and being more particularly described as follows:

Commencing at the North quarter corner of said Section 9 from which the Northwest corner thereof bears South 89 degrees 53 minutes 47 seconds West, 2626.72 feet;

Thence South 89 degrees 53 minutes 47 seconds West, along and with the North line of said Northwest quarter, 660.00 feet;

Thence departing said North line, South 00 degrees 07 minutes 55 seconds East, along and with the West line of the East 660.00 feet of said Northwest quarter, 903.04 feet to the Southeast corner of that certain parcel recorded in Book 1079 of Maps, Page 17, Official Records of Maricopa County, Arizona and the Point of Beginning of the herein described parcel;

Thence continuing South 00 degrees 07 minutes 55 seconds East, 579.18 feet;

Thence departing said West line, South 89 degrees 52 minutes 05 seconds West, 526.47 feet;

Thence North 00 degrees 07 minutes 55 seconds West, 536.55 feet to the beginning of a curve to the left, having a radius of 750.00 feet;

Thence along and with the arc of said curve through a central angle of 03 degrees 16 minutes 10 seconds, an arc length of 42.80 feet to the Southwest corner of the aforesaid parcel recorded in Book 1079 of Maps, Page 17;

Thence North 89 degrees 53 minutes 00 seconds East, along and with the South line of said parcel, 527.69 feet to the Point of Beginning.

EXHIBIT 'B'

Easement Premises Legal Description

[On the Following Pages]

Exhibit 'B'

July 19, 2023

LEGAL DESCRIPTION FOR
ARIZONA PUBLIC SERVICE
RIGHT OF WAY EASEMENT

That part of the Northwest Quarter of Section 9, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Brass Cap flush marking the North Quarter Corner of said Section 9, from which the Brass Cap in a handhole marking the Northwest Corner of said Section 9 bears South 89°53'47" West (Basis of Bearing), a distance of 2,626.72 feet;

Thence South 89°53'47" West, along the North line of the Northwest Quarter of said Section 9, a distance of 660.00 feet;

Thence South 00°07'55" East, departing said North line, a distance of 903.04 feet to a point being the Northeast Corner of that certain parcel of land described in Document No. 2015-0072235, Records of Maricopa County, Arizona;

Thence continuing South 00°07'55" East, along the Easterly line of said certain parcel, a distance of 534.18 feet to the True Point of Beginning;

Thence continuing South 00°07'55" East, along said Easterly line, a distance of 45.00 feet to the Southeast corner of said certain parcel;

Thence South 89°52'05" West, along the South line of said certain parcel, a distance of 496.36 feet to the Southwest corner of said certain parcel and the Easterly Right-of-Way line of 145th Avenue;

Thence North 00°07'55" West, along the Westerly line of said certain parcel, a distance of 45.00 feet to a point on a line which is parallel with and 45.00 feet Northerly from the aforementioned South line;

Thence North 89°52'05" East, departing said Westerly line, a distance of 496.36 feet to the True Point of Beginning.

Containing 22,336 Square Feet or 0.513 Acres, more or less.



VAN BUREN STREET

S89°53'47"W 2627.04'

1967.04'

660.00'

NW. COR.
SEC. 9
T.1N., R.1W.

N. 1/4 COR.
SEC. 9
T.1N., R.1W.
POINT OF
COMMENCEMENT

-ALL BEARINGS ARE NAD 1983, STATE PLANE GRID,
ARIZONA CENTRAL ZONE (0202)
- ALL DISTANCES ARE GROUND DISTANCES

APN 500-10-732A

N89°53'00"E 497.60'

APN
500-09-016

$\Delta=3^{\circ}08'54"$
R=780.00'
L=42.86'

145TH AVENUE

N00°07'55"W 536.55'
491.55'

APN 500-10-731C
CITY OF GOODYEAR
DOC. NO. 2015-0072235 MCR

30' R/W
DOC. NO.
2015-0456749
MCR

30' R/W
BOOK 1183,
PAGE 48
MCR

534.18'
S00°07'55"E 579.18'

143RD AVENUE

N00°07'55"W
45.00'

N89°52'05"E 496.36'

S89°52'05"W 496.36'

APN 500-10-859

TRUE POINT
OF BEGINNING

S00°07'55"E
45.00'

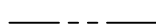
LEGEND



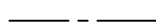
EASEMENT AREA



PROPERTY/PARCEL LINE



SECTION LINE



CENTERLINE



PROPERTY CORNER



SECTION CORNER



POLE LOCATION



MARICOPA COUNTY
RECORDER

TOTAL EASEMENT AREA:
22,336 S.F. (0.513 AC.)



EXHIBIT "B"

JOB # WE015826	DATE: 07/19/23
NW1/4 SEC 9	T 1N R 1W
SCALE: N.T.S.	INDEX:
R/W: J. GENEROSO	
SURVEY: RINDA-HUTTON	
DRAWN BY: J. KITCHEN	SHEET 6 OF 6

EXHIBIT 'C'

Approved Improvements

[On the Following Pages]

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

OWNER	☒
ARCHITECT	☒
CONSULTANT	☐
CONTRACTOR	☒
FIELD	☐
OTHER	☐

PROJECT:

GOODYEAR POLICE DEPARTMENT - PHASE 2
11 N. 145TH AVE
GOODYEAR, AZ 85338

ASI NO: 012R

DATE: 4/17/2023

OWNER:

CITY OF GOODYEAR
14455 143RD AVE
GOODYEAR, AZ 85338

ARCHITECT:

ARCHITEKTON
464 S. FARMER AVE STE. 101
TEMPE, AZ 85281

TO:

CORE CONSTRUCTION
3036 E. GREENWAY RD.
PHOENIX, AZ 8503

ARCHITECT'S PROJECT NO:

18118

The work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

Description:

Revisions to the Building GMP II Package dated 03/07/2022.

1. To accommodate the 45' APS easement, revise the trees at the southern portion of the site per L001 and L002, dated 4/17/2023, delta 2.

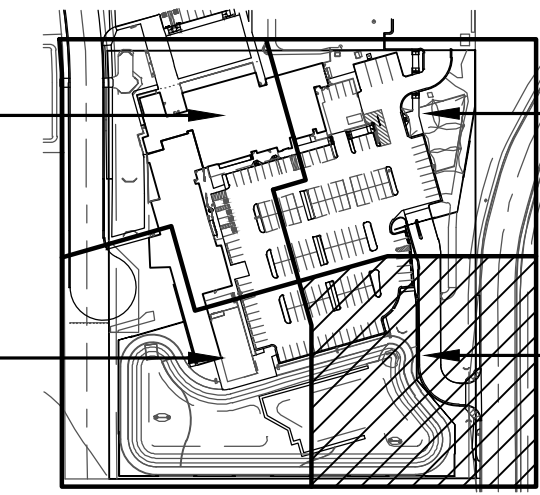
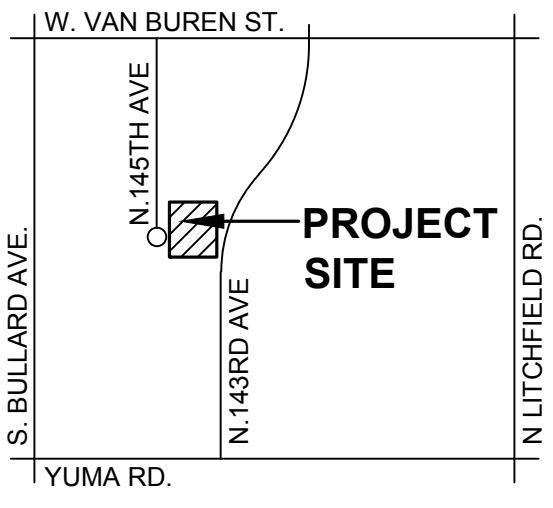
the MOORE/SWICK partnership
landscape architects and planners
414 s. mill avenue, suite 207
tempe, arizona 85281
phone 480.894.9284
fax 480.894.9301
CONTACT: GREG SWICK
E-MAIL: gswick@mooreswick.com

LANDSCAPE PLAN
SHEET L004
IRRIGATION PLAN
SHEET L008

LANDSCAPE PLAN
SHEET L002
IRRIGATION PLAN
SHEET L006

LANDSCAPE PLAN
SHEET L003
IRRIGATION PLAN
SHEET L007

THIS SHEET
LANDSCAPE PLAN
SHEET L001
IRRIGATION PLAN
SHEET L005

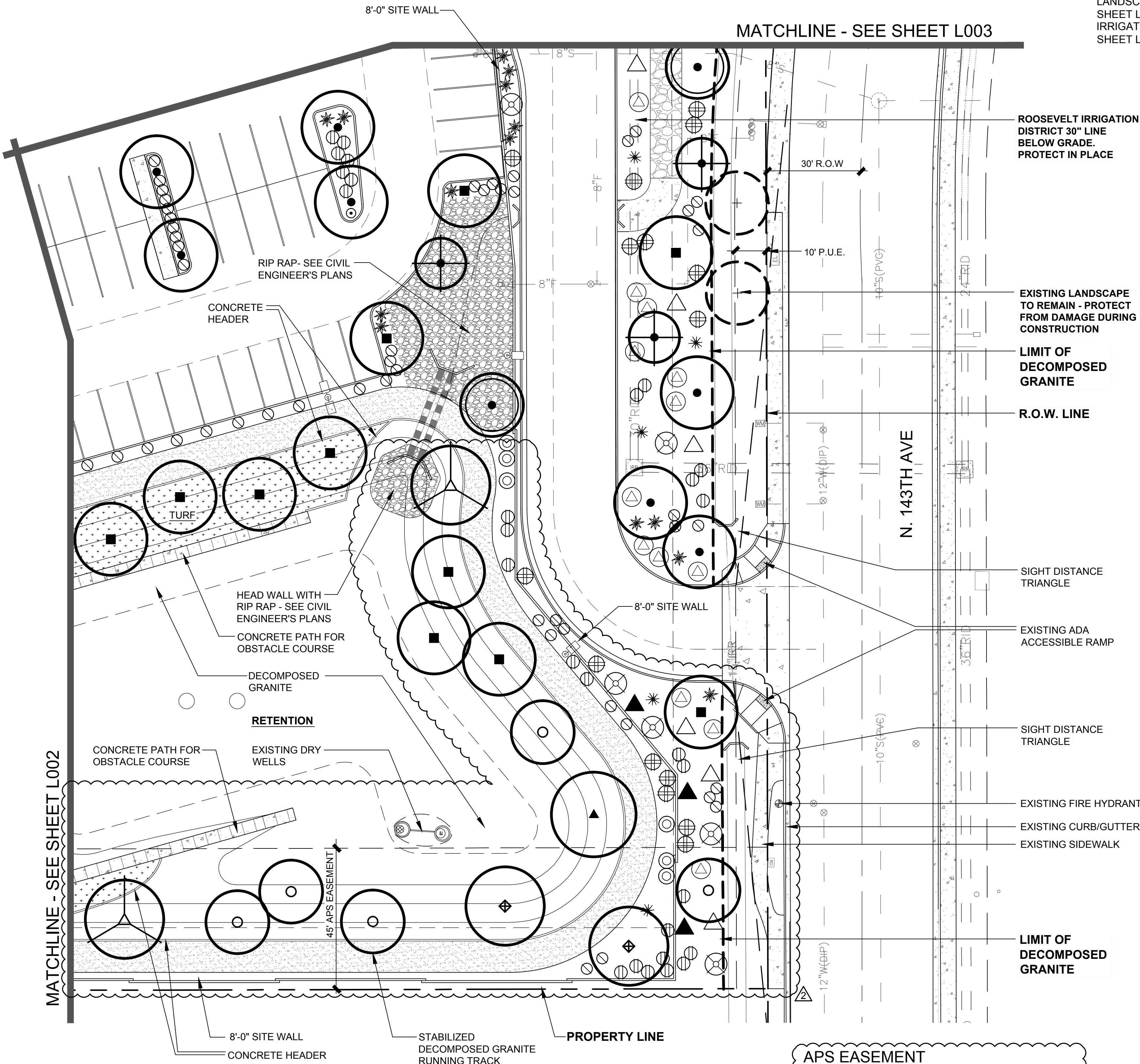


KEY MAP

VICINITY MAP

PLANT LIST

SYMBOL	BOTANICAL NAME COMMON NAME	SIZE	QTY.	REMARKS	MATURE HEIGHT
TREES:					
	ACACIA ANEURA MULGA	24" BOX	6	6'-7"HX2'-3"W X 1.25"-1.5" CAL.	18'-20'H
	ACACIA SALICINIA WILLOW ACACIA	24" BOX	9	7'-8"HX2.5'-3.5"W X 1.25"-1.5" CAL.	20'-40'H
	CAESALPINIA CACALACO 'SMOOTHIE' SMOOTHIE THORNLESS CASCALOTE	24" BOX	11	5'-8"HX3'-4"WX1"-1.5" CAL.	15'-18'H
	CORDIA BOISSIERI TEXAS OLIVE	24" BOX	6	5'-7"HX3'-4"W MULTI-TRUNK	11'-20'H
	FRAXINUS VELUTINA 'ARIZONA' VELVET ASH	24" BOX	6	8'-9"HX3'-4"WX1"-1.5" CAL.	20'-40'H
	PARKINSONIA HYBRID 'AZT' 'AZT' THORNLESS HYBRID PALO VERDE	24" BOX	18	5'-8"HX3'-4"WX1"-1.5" CAL. MULTI-TRUNK, LOW BREAKING	20'-30'H
	PARKINSONIA FLORIDA BLUE PALO VERDE	24" BOX	4	5'-7"HX3'-4"W MULTI-TRUNK	20'-35'H
	PISTACHE LENTISCUS MASTIC TREE	24" BOX	6	7'-9"HX2.5'-3.5"WX1"-1.5" CAL.	15'-20'H
	PROSOPIS THORNLESS HYBRID 'AZT' 'AZT' THORNLESS HYBRID MESQUITE	24" BOX	36	5'-8"HX3'-4"WX1"-1.5" CAL. MULTI-TRUNK, LOW BREAKING	20'-40'H
SHRUBS:					
	CAESALPINIA PULCHERRIMA RED BIRD OF PARADISE	5 GALLON	28		
	EREMOPHILA HYGROPHANA BLUE BELLS	5 GALLON	158		
	JUSTICIA SPICIGERA MEXICAN HONEY SUCKLE	5 GALLON	13		
	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO' RIO BRAVO SAGE	5 GALLON	106		
	LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON CIMARRON SAGE	5 GALLON	28		
	RUELLIA PENINSULARIS DESERT RUELLIA	5 GALLON	42		
	TECOMA X 'ORANGE JUBILEE' ORANGE JUBILEE	5 GALLON	6		
ACCENTS:					
	AGAVE 'BLUE FLAME' BLUE FLAME AGAVE	5 GALLON	41		
	DASYLIRION WHEELERI DESERT SPOON	5 GALLON	16		
	OPUNTIA ENGELMANNI ENGELMANN PRICKLY PEAR	5 GALLON 3 PAD MIN.	21		
	OPUNTIA FICUS-INDICA INDIAN FIG CACTUS	15 GALLON 4 PAD MIN.	12		
	PACHYCEREUS MARGINATUS MEXICAN FENCE POST	24" BOX	8	3 COLUMN MIN.	
	PEDILANTHUS MACROCARPUS SLIPPER PLANT	5 GALLON	1		
AS NOTED IN REMARKS	SANSEVIERIA TRIFASCIATA MOTHER-IN-LAW'S TONGUE	1 GALLON	4	MOTHER-IN-LAW'S TONGUE TO BE INSTALLED IN INTERIOR PLANTERS - SEE POT INSTALLATION NOTE ON THIS SHEET AND ARCHITECTURAL PLANS	
	YUCCA PALLIDA PALE LEAF YUCCA	5 GALLON	17		
GROUND COVER:					
	EREMOPHILA GLABRA 'MINGENEW GOLD' OUTBACK SUNRISE EMU	5 GALLON	51		
	PORTULACARIA AFRA ELEPHANT'S FOOD	5 GALLON	23		
TURF:					
	CYNODON DACTYLON TIF 419 BERMUDA HYBRID GRASS	SOD			
	PET PLATINUM SYNTHETIC TURF AS MANUFACTURED BY SYNLAWN PH: 1.866.796.5296				
HEADER:					
	CONCRETE HEADER				
ROCK MULCH:					
AS NOTED	MATCH EXISTING DECOMPOSED GRANITE COLOR	3/4" MINUS		ALL LANDSCAPE AREAS TO RECEIVE A 2" LAYER OF DECOMPOSED GRANITE UNLESS OTHERWISE NOTED ON PLANS.	
AS NOTED ON PLAN	WHITE POLISHED BEACH PEBBLES 3" MIN. DEPTH	2" DIAMETER			
	STABILIZED DECOMPOSED GRANITE MATCH ROCK MULCH COLOR	1/4" MINUS		INSTALL PER MANUFACTURER'S RECOMMENDATIONS	
	MISCELLANEOUS: POURED-IN-PLACE RESILIENT SAFETY SURFACE				



LANDSCAPE PLAN

1"=20'-0" 0 4' 10' 20'

APS EASEMENT

TREES LOCATED WITHIN THE APS EASEMENT SHALL NOT HAVE A MATURE HEIGHT GREATER THAN 25' MAX. AND SHALL BE MAINTAINED AT LESS THAN A 25' MAX. HEIGHT.

POT INSTALLATION NOTE

POTS (4): NEW PORT SERIES MODEL NO. NPF8
BLACK COLOR
AS MANUFACTURED BY SONORAN STONECRETE
PH: 602.258.6302

SEE ARCHITECTURAL PLANS FOR LOCATION. FILL WITH
POTTING SOIL AND TOP DRESS WITH 2" LAYER OF WHITE
POLISHED BEACH PEBBLES

GOODYEAR POLICE DEPARTMENT PHASE 2

CITY OF GOODYEAR POLICE
DEPARTMENT
11 N. 145TH AVE.
GOODYEAR, AZ 85338
APN: xxx-xx-xxxx
CITY OF GOODYEAR

DELTA REVISIONS

#	DESCRIPTION	DATE
1	GMP #2	03/07/22
2	APS EASEMENT, TREE REVISION, CONTROLLER REVISION	4/17/23

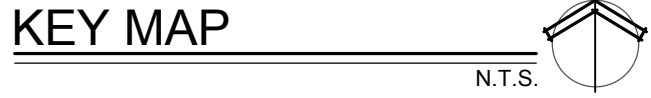
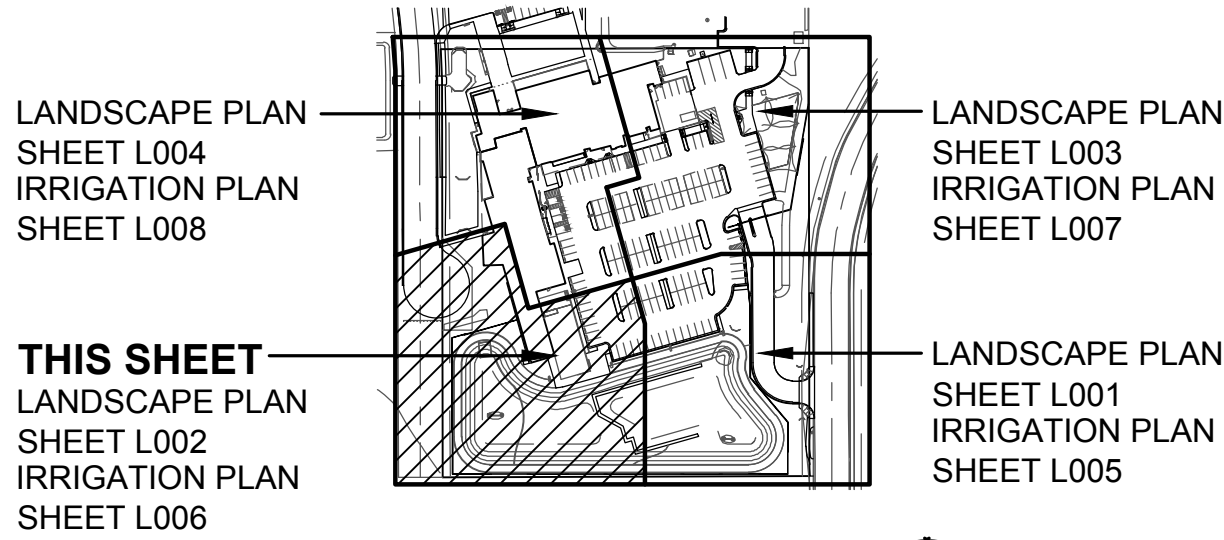


PROJECT # 18118
ISSUE DATE 02/17/2023
ISSUE NAME DELTA 2
PLOT DATE 04/17/2023

L001 LANDSCAPE PLAN

Call at least two full working days
before you begin excavation.
ARIZONA
Arizona Blue State, Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
in Maricopa County: (602) 263-1100

the MOORE/SWICK partnership
landscape architects and planners
414 s. mill avenue, suite 207
tempe, arizona 85281
phone 480.894.9284
fax 480.894.9301
CONTACT: GREG SWICK
E-MAIL: gswick@mooreswick.com



PLANT KEY

SYMBOL	BOTANICAL NAME	COMMON NAME
TREES:		
	ACACIA ANEURA	MULGA
	ACACIA SALICINIA	WILLOW ACACIA
	CAESALPINIA CACALACO 'SMOOTHIE'	SMOOTHIE THORNLESS CASCALOTE
	CORDIA BOISSIERI	TEXAS OLIVE
	FRAXINUS VELUTINA 'ARIZONA'	VELVET ASH
	PARKINSONIA HYBRID 'AZT'	'AZT' THORNLESS HYBRID PALO VERDE
	PARKINSONIA FLORIDA	BLUE PALO VERDE
	PISTACHE LENTISCUS	MASTIC TREE
	PROSOPIS THORNLESS HYBRID 'AZT'	'AZT' THORNLESS HYBRID MESQUITE
SHRUBS:		
	CAESALPINIA PULCHERRIMA	RED BIRD OF PARADISE
	EREMOPHILA HYGROPHANA	BLUE BELLS
	JUSTICIA SPICIGERA	MEXICAN HONEY SUCKLE
	LEUCOPHYLLUM LANGMANIAE 'RIO BRAVO'	RIO BRAVO SAGE
	LEUCOPHYLLUM ZYGOPHYLLUM CIMARRON	CIMARRON SAGE
	RUELLIA PENINSULARIS	DESERT RUELLIA
	TECOMA X 'ORANGE JUBILEE'	ORANGE JUBILEE
ACCENTS:		
	AGAVE 'BLUE FLAME'	BLUE FLAME AGAVE
	DASYLIRION WHEELERI	DESERT SPOON
	OPUNTIA ENGELMANNI	ENGELMANN PRICKLY PEAR
	OPUNTIA FICUS-INDICA	INDIAN FIG CACTUS
	PACHYCEREUS MARGINATUS	MEXICAN FENCE POST
	PEDILANTHUS MACROCARPUS	SLIPPER PLANT
AS NOTED ON SHEET L001		
	SANSEVIERIA TRIFASCIATA	MOTHER-IN-LAW'S TONGUE
	YUCCA PALLIDA	PALE LEAF YUCCA
GROUND COVER:		
	EREMOPHILA GLABRA 'MINGENEW GOLD'	OUTBACK SUNRISE EMU
	PORTULACARIA AFRA	ELEPHANT'S FOOD
TURF:		
	CYNODON DACTYLON TIF 419	BERMUDA HYBRID GRASS
	PET PLATINUM SYNTHETIC TURF	AS MANUFACTURED BY SYNLAWN
PH: 1.866.796.5296		
HEADER:		
	CONCRETE HEADER	
ROCK MULCH:		
	MATCH EXISTING DECOMPOSED GRANITE COLOR	
	WHITE POLISHED BEACH PEBBLES	3" MIN. DEPTH
STABILIZED DECOMPOSED GRANITE:		
	STABILIZED DECOMPOSED GRANITE	MATCH ROCK MULCH COLOR
MISCELLANEOUS:		
	POURED-IN-PLACE RESILIENT SAFETY SURFACE	

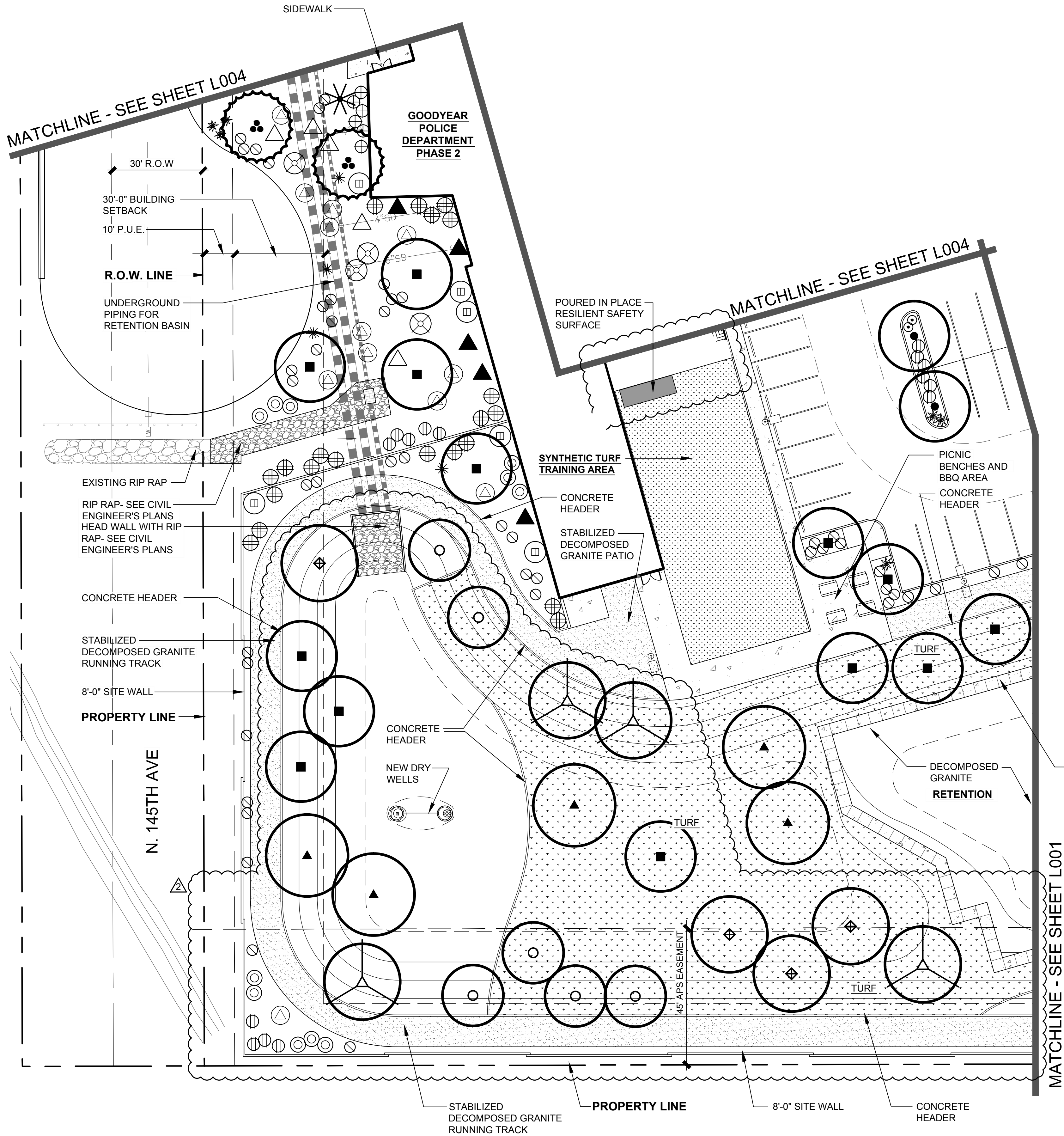
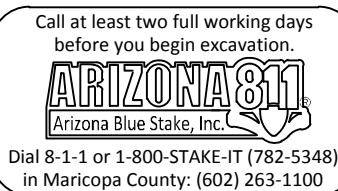
GOODYEAR POLICE DEPARTMENT PHASE 2
CITY OF GOODYEAR POLICE DEPARTMENT
11 N. 145TH AVE.
GOODYEAR, AZ 85338
APN: xxx-xx-xxxx
CITY OF GOODYEAR

#	DESCRIPTION	DATE
1	GMP #2	03/07/22
2	APS EASEMENT, TREE REVISION, CONTROLLER REVISION	4/17/23

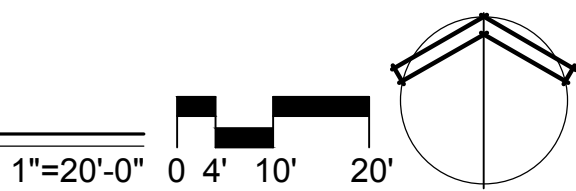


PROJECT # 18118
ISSUE DATE 03/17/2023
ISSUE NAME DELTA 2
PLOT DATE 04/17/2023

L002
LANDSCAPE PLAN



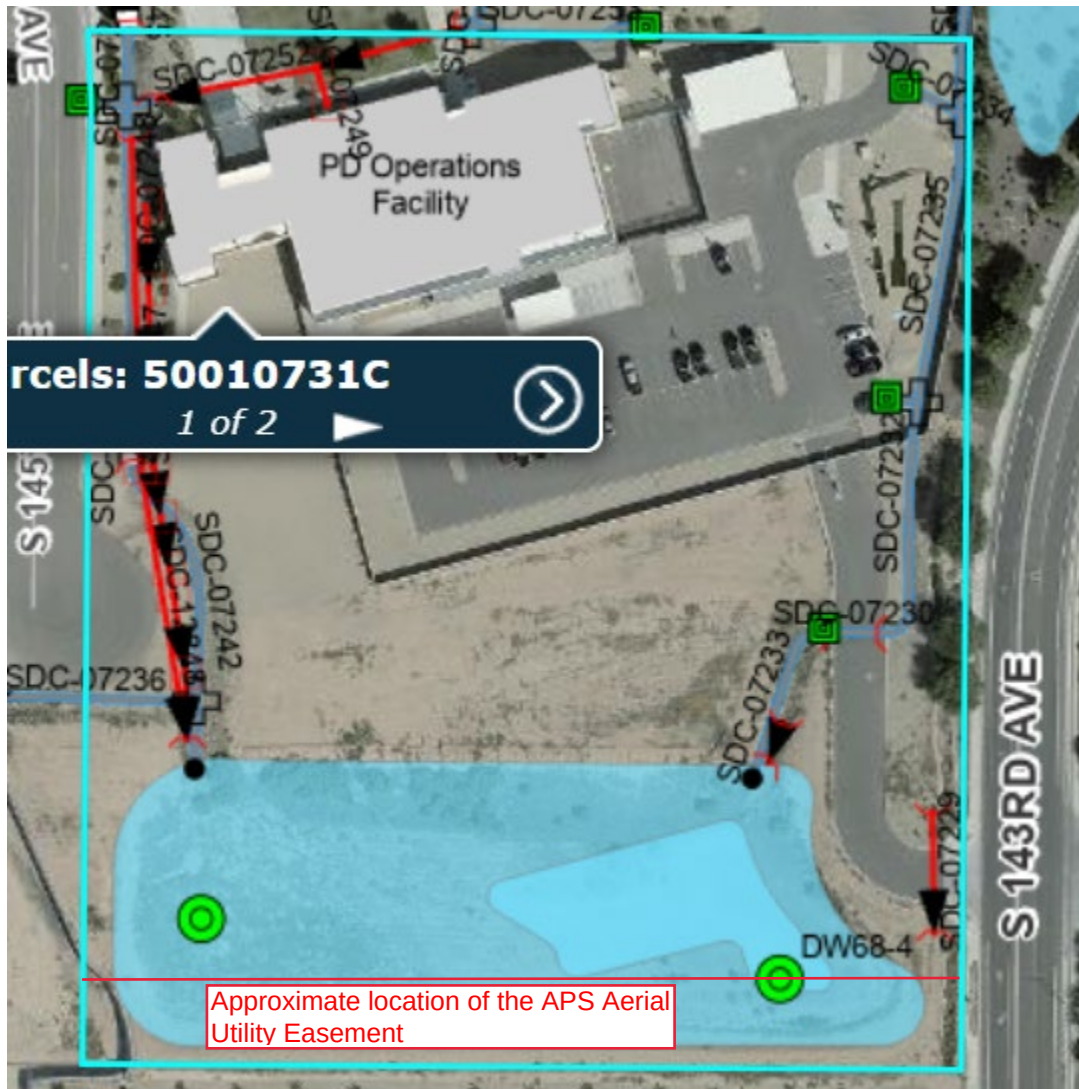
LANDSCAPE PLAN



APS EASEMENT

TREES LOCATED WITHIN THE APS EASEMENT SHALL NOT HAVE A MATURE HEIGHT GREATER THAN 25' MAX. AND SHALL BE MAINTAINED AT LESS THAN A 25' MAX. HEIGHT.

GYMAPS AERIAL VIEW



Storm Drain Basin Area

ITEM #: 9.
DATE: 01/29/2024
AI #:1874



CITY COUNCIL ACTION REPORT

SUBJECT: TRAFFIC MANAGEMENT CENTER SECURITY WALL AND GATES

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

OTHER PRESENTER(S):

David Jossund, Project Manager

SUMMARY

Construction of a permanent fence to secure the parking area of the Traffic Management Center (TMC) with card accessible gates on the east and west end.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Approve the Declaration of Wall and Reciprocal Easement Agreement with the adjacent owners (Thompson & Watten Investments, LLC) to the north of the Traffic Management Center. (Kimberly Romero, Real Estate Coordinator)

FISCAL IMPACT

The City will construct gates at both entrances to the Traffic Management Center and walls on the north and south property lines. The initial cost of \$70,000 to construct the walls and gates is the sole responsibility of the City in Fiscal Year 2024 and is included as a part of project 42050 - Traffic Management Center Parking Lot Improvements. The continued maintenance of the wall on the north property line will be shared, in perpetuity by the City and the property owner to the north of the Traffic Management Center at 986 S. Litchfield Road, Goodyear, AZ 85338 (currently Thompson & Warren Investments LLC).

BACKGROUND AND PREVIOUS ACTIONS

Currently, the Traffic Management Center is not secured by any type of fencing. Due to the absence of fencing and the increase in foot traffic in the area over the years, it was determined that fencing is necessary for the safety of the staff and security of the vehicles and the Traffic Center building.

STAFF ANALYSIS

The Declaration of Wall and Reciprocal Easement Agreement is being done in conjunction with the capital improvement project 42050 - Traffic Management Center Parking Lot Improvements. The capital improvement project scope entails the construction of a permanent cement block wall and access gates around the current Traffic Management Center. Placement of walls along a shared property line is standard practice and the current design has the northernmost wall being placed on the north property line. This location will minimize construction impact and accommodate stormwater retention requirements.

Attachments

Easement Agreement

When recorded Return to:

City of Goodyear
City Clerk / KGR
1900 N. Civic Square
Goodyear, Arizona 85395

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

DECLARATION OF PARTY WALL AND RECIPROCAL EASEMENT AGREEMENT

This, Declaration of Party Wall and Reciprocal Easement Agreement (the "Agreement") is entered into and effective as of the "Agreement Date", by and between the City of Goodyear, an Arizona municipal corporation (the "City"), and Thompson & Warren Investments LLC, an Arizona limited liability company ("Thompson & Warren"). The City of Goodyear or Thompson & Warren may be referred to as a "Party" to this Agreement, or the City of Goodyear and Thompson & Warren may be referred to collectively as the "Parties" to this Agreement.

RECITALS

WHEREAS, the City owns "Assessor's Parcel Numbers" 500-04-015T and 500-04-019Q, (the "Traffic Management Center") and further defined in Article II; and

WHEREAS, Thompson & Warren owns "Assessor's Parcel Number" 500-04-019R (the "Thompson & Warren Property") and further defined in Article II; and

WHEREAS, the Parties to this Agreement each own certain adjoining parcels of property as more fully described below, and agree to the construction of a party wall along the shared property line of their respective properties (the "Wall"); and

WHEREAS, the City and Thompson & Warren desire to enter into this Agreement to define the agreement terms between the Parties; and

WHEREAS, the Wall, as depicted in Exhibit C attached hereto, will begin at the southeast corner of the Thompson & Warren Property and be constructed with the midline of the Wall being located on the shared property line of the Traffic Management Center and the Thompson & Warren Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I
THE AGREEMENT/RECITALS

Section 1.1. **Purpose.** The purpose of this Agreement is to memorialize the covenants and agreements between the City and Thompson & Warren, with regard to the construction of the Wall, as depicted in the attached Exhibit C, that is to be constructed on the shared property line between the Traffic Management Center and the Thompson & Warren Property. The Wall will begin at the southeast corner of the Thompson & Warren Property and will run 276 feet due west on the shared property line.

Section 1.2. **Term.** The term of this Agreement shall commence on the Agreement Date and shall continue into perpetuity, and this Agreement shall be recorded against the Thompson & Warren Property and the Traffic Management Center and shall run with the land.

Section 1.3. **Recitals.** The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II
DEFINITIONS

Section 2.1. **Definitions.** The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Access:** Access granted to repair and replace in kind.
- (b) **Agreement:** This Declaration of Party Wall and Reciprocal Easement Agreement, which is to memorialize the covenants and agreements between the City and Thompson & Warren, with regard to the construction of the Wall.
- (c) **Agreement Date:** The date that the last party to this Agreement executes this Agreement.
- (d) **Assessor's Parcel Number:** The Maricopa County Assessor's Parcel Number assigned as of the date of this Agreement.
- (e) **City:** City of Goodyear, an Arizona municipal corporation.
- (f) **Maintenance:** To keep the Wall in proper or safe condition and in a substantially similar fashion as when first constructed, through preservation, if needed.
- (g) **Traffic Management Center:** The real property (and including the interior of any building structures) addressed as 986 S. Litchfield Road, Goodyear, AZ 85338, also known as Assessor's Parcel Numbers 500-04-015T and 500-04-019Q and legally

described in Exhibit A, attached hereto and made a part hereof.

- (h) Thompson & Warren: Thompson & Warren Investments LLC, an Arizona limited liability company.
- (i) Thompson & Warren Property: The real property that is currently vacant land known as Assessor's Parcel Number 500-04-019R and legally described in Exhibit B, attached hereto and made a part hereof.
- (j) Wall: The party wall that is to be constructed along the property line of the Traffic Management Center and the Thompson & Warren Property and described in Exhibit C attached hereto and made a part hereof.
- (k) Wall Easement Area: An area upon a portion of both the Traffic Management Center and the Thompson & Warren Property that measures ten feet (10') wide with the midline of the Wall Easement Area along the northern most boundary of the property described in Exhibit A and as depicted in Exhibit E, attached hereto and made a part hereof.

ARTICLE III **COVENANTS AND AGREEMENTS**

Section 3.1. Initial Construction.

- (a) Initial Costs to Construct the Wall: City agrees that initial construction of the Wall shall be performed at the sole expense of the City, such that the aesthetics, safety, integrity, security, and on-going operations, if any, of the Thompson & Warren Property shall not be negatively impacted.
- (b) Compliance: City agrees that the construction of the Wall shall be performed in compliance with the site construction plans dated October 3, 2023 on file with the City and provided to Thompson & Warren. The Wall shall be constructed in such a fashion as to be located an equal distance on and over the respective parcels of the Parties with the midline of the Wall being located on the northern most boundary of the Traffic Management Center and the southernmost boundary of the Thompson & Warren Property. The provisions of this paragraph shall be construed to mean that the location of the Wall shall be located as set forth herein as nearly as is practically possible, and it is understood that minor variations may be necessary due to unforeseen topographical problems or construction requirements. In no case, however, shall the Wall encroach more than one foot (1') on the parcel of either Party hereto.
- (c) Extension of the Wall: City and Thompson & Warren agree that the Wall to be constructed will begin at the southeast corner of the Thompson & Warren Property and will run 276 feet due west on the shared property line of the Thompson and Warren property and the Traffic Management Center.

- (d) Construction Duration: City and its construction contractor(s) agree to complete the Wall within 90 days from commencement of the project, that is expected to start between January 2, 2024 and March 1, 2024.
- (e) Security and Safety: City agrees that the Wall shall be constructed with adequate security and safety measures approved by the City to secure the Thompson & Warren Property during construction of the Wall and to facilitate the safe operation of the Traffic Management Center during construction of the Wall.
- (f) City Wall Portion. A portion of wall will be constructed around an existing utility pole and entirely on the Traffic Management Center property. This portion of wall shall connect to the Wall but be exclusively owned and maintained by the City and does not constitute the Wall. If in the future the utility pole shall be removed and that portion of wall entirely on the Traffic Management Center is reconstructed, then that portion of wall will be reconstructed along the shared property line of the Thompson & Warren Property and the Traffic Management Center and shall constitute the Wall for future purposes.

Section 3.2. Continuous Obligations.

- (a) Maintenance: The City and Thompson & Warren agree, at their sole expense to maintain, paint, and/or repair the portion of the Wall that lies on their respective property in perpetuity, with the theme, color and materials that match the site construction plans dated October 3, 2023 and on file with the City, such that the Wall is neat, clean and aesthetically pleasing. Thompson & Warren agrees further that if Thompson & Warren fails to maintain, paint, and/or repair the north side of the Wall as required herein, the City may serve notice of default pursuant to Article IV of this Agreement and after expiration of the “cure period,” the City may proceed to enter into the Thompson & Warren Property and perform any reasonable maintenance and/or repairs of the north side of the Wall. Thereafter, the City shall invoice Thompson & Warren (or its successor in interest for said costs incurred by the City and said City invoice shall be due and payable within thirty (30) days of the City’s issuance of said invoice.
- (b) Costs to Maintain the Wall: City and Thompson & Warren agree that the future cost of maintenance, to include but not limited to maintenance, painting and/or repairs, of the Wall shall be limited to their respective side of the Wall, such that the aesthetics, safety, integrity, security, and on-going operations, if any, shall not be negatively impacted.
- (c) Notice: After the initial construction of the Wall pursuant to Section 3.1, the Parties agree to provide at least forty-eight (48) hours prior notice of any need to access and/or occupy the others, real property or Wall Easement Area, as those are defined in Article II, to perform work or provide labor, services, and materials for

the construction, reconstruction, and/or maintenance of the Wall, and to discuss and agree upon security and safety measures such that there will be minimal disruption to the operations of either Party.

- (d) Wall Color and Materials: City and Thompson & Warren agree that the Wall shall be maintained to match the theme, color and materials per the site construction plans dated October 3, 2023 and on file with the City.
- (e) Reconstruction: In the event the Wall or any portion thereof is destroyed or damaged so as to require reconstruction, the Parties agree to reconstruct the Wall in the same or substantially similar manner with respect to use, location and construction. The costs of labor, construction and materials shall be shared equally by the Parties hereto and/or their respective successors in interest. Each Party agrees to apply the funds received from any insurance carrier, or third party who may be responsible for the damage toward the reconstruction of the Wall. It is expressly agreed that the Parties hereto shall each be separately responsible for any attorneys' fees involved in acquiring any insurance or other funds from a third party responsible for any damage to the Wall.
- (f) Easement & Agreement: Thompson & Warren grants to the City and the City grants to Thompson & Warren, an easement for the support, inspection, maintenance, construction, reconstruction and repair of the Wall (Wall Easement Area). Each Party has the right to access and occupy the Wall Easement Area as defined in this Agreement and shown in Exhibit "D" attached hereto, to perform work or provide labor, services, and materials for the construction, reconstruction, and/or maintenance of the Wall, pursuant to the terms of this Agreement.
- (g) Non-Access to Traffic Management Center: Thompson & Warren agrees and acknowledges that the Wall shall be constructed and maintained such that after completion of the initial construction of the Wall, there is no possible way to enter from the Thompson & Warren Property to the Traffic Management Center. Thompson & Warren agrees and acknowledges that there will be no gates, windows or doors within the Wall.
- (h) Additional Insureds for future maintenance purposes. The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (i) Indemnification. City and Thompson & Warren agree to indemnify one another, and its officers and employees, from all liabilities, damages, losses and costs, including reasonable attorneys' fees and court costs, caused by the negligence, recklessness and/or intentional misconduct of Parties, and or its contractors who perform work or provide labor, services, and materials for the construction or maintenance of the Wall.

ARTICLE IV

DEFAULT AND REMEDIES UPON DEFAULT

Section 4.1. Default. If a Party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other Party may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty (30) day cure period within which the specified default or defaults must be cured. If the nature of the cure is such that it can-not be completed within the thirty (30) day period, the cure shall be commenced within the thirty (30) day cure period and diligently pursued to completion. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to a Party to this Agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE V

GENERAL PROVISIONS

Section 5.1. Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to City: City of Goodyear
Attn: City Manager
1900 N. Civic Square
Goodyear, AZ 85395

If to Thompson & Warren: Thompson & Warren Investments LLC
Attn: Sean E. Thompson & Cynthia D. Thompson
18113 W. Orchid Lane
Waddell, AZ 85355

Or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Section 5.2. Running of Benefits and Burdens, and Binding Effect. This Agreement is entered into, and the benefits and burdens hereof, shall run with the land described herein and are binding upon and inure to the benefit and the burden of the Parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

Section 5.3. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.4. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and Thompson & Warren or their respective successors, heirs, personal representatives, and permitted assigns.

Section 5.5. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.6. Entire Agreement. This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

Section 5.7. Governing Law. This Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles. Any action arising out of this Agreement shall be commenced and maintained in Maricopa County Superior Court, State of Arizona.

Section 5.8. Cautions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 5.9. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

IN WITNESS WHEREOF, the City and Thompson & Warren have caused this Agreement to be executed by its duly authorized representatives.

CITY OF GOODYEAR,
an Arizona municipal corporation

By _____
Wynette Reed

Its: City Manager

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, as City Manager of the CITY OF GOODYEAR, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

THOMPSON & WARREN Investments LLC,
an Arizona limited liability company

By: The Thompson Family Trust Dated February 1, 2012

Its: Manager


Sean E. Thompson, Trustee


Cynthia D. Thompson, Trustee

STATE OF ARIZONA)

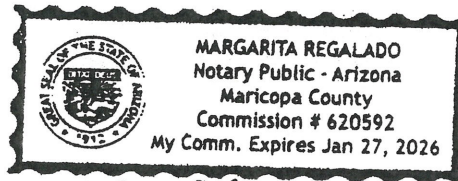
) ss:

COUNTY OF MARICOPA)

The foregoing was acknowledged before me this 11 day of Jan, 2024, by
Sean E. Thompson and Cynthia D. Thompson, as Trustees of the Thompson Family Trust dated
February 1, 2012 as Manager of Thompson & Warren Investments LLC, an Arizona limited liability
company, on behalf of said entity.

My Commission Expires Jan 27, 2026


Notary Public (signature)



Notary Stamp Seal

EXHIBIT A

Legal Description of the City's Property "Traffic Management Center"

Assessor's Parcel Number (APN: 500-04-015T):

A parcel of land situated in the Southeast Quarter of the Southeast Quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more fully described as follows:

COMMENCING for a tie at the Northeast Quarter of the Southeast Quarter of the Southeast Quarter of Section 9; Thence South 0 degrees 19 minutes West along the East line of Section 9, a distance of 505.25 feet to the POINT OF BEGINNING:

THENCE North 89 degrees 33 minutes 45 seconds West along the South line of a tract of land described in Docket 8370, Page 217, said line having a Deed bearing of North 89 degrees 38 minutes West, a distance of 295.03 feet to the Southwest corner of said tract;

THENCE South 0 degrees 19 minutes West parallel to the East line of Section 9, a distance of 95.62 feet to the Northwest corner of a certain tract of land described in Docket 7168, Page 530:

THENCE South 89 degrees 29 minutes East along the North line of said tract, having a Deed bearing of South 89 degrees 38 minutes East, a distance of 294.97 feet to a point on the East line of Section 9;

THENCE North 0 degrees 19 minutes East along the East line of said Section 9, a distance of 95.21 feet to the POINT OF BEGINNING.

EXCEPT the East 33 feet thereof.

Assessor's Parcel Number (APN 500-04-019Q):

A portion of the Southeast Quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the Southeast corner of Section 9; Thence North 0 degrees 21 minutes 00 seconds East along the East line of said Section 9, a distance of 636.62 feet; Thence North 89 degrees 38 minutes 00 seconds West, a distance of 576.62 feet; Thence North 0 degrees 21 minutes 00 seconds East, a distance of 80.00 feet to the POINT OF BEGINNING;

THENCE continuing North 0 degrees 21 minutes 00 seconds East, a distance of 95.62 feet;
THENCE South 89 degrees 28 minutes 00 seconds East, a distance of 281.59 feet;

THENCE South 0 degrees 21 minutes 00 seconds West, a distance of 95.62 feet;

THENCE North 89 degrees 38 minutes 00 seconds West, a distance of 281.59 feet to the POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Thompson & Warren Property

Assessor's Parcel Number 500-04-019R

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

BEING a portion of the following described property:

That part of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows;

COMMENCING at the Southeast corner of said Section 9;

Thence North 89 degrees 38 minutes West, along the South line of said Section, 576.62 feet;

Thence North 0 degrees 21 minutes East, parallel with the East line of said Section, 636.62 feet to the Northwest corner of a parcel described in Deed recorded in Docket 13128, page 1395, records of Maricopa County, Arizona, and the POINT OF BEGINNING;

Thence continuing North 0 degrees 21 minutes East 450.69 feet to the South line of a parcel described in Deed recorded in Docket 1768, page 555, records of Maricopa County, Arizona, whence the Southwest corner of said parcel bears North 89 degrees 36 minutes 39 seconds West 0.44 feet;

Thence South 89 degrees 36 minutes 39 seconds East, along the South line of said parcel, 281.59 feet to the Northwest corner of a parcel described in Deed recorded in Docket 7218, page 605, records of Maricopa County, Arizona, said corner bearing North 89 degrees 36 minutes 39 seconds West 295.03 feet from the East line of said Section 9;

Thence South 0 degrees 21 minutes West, along a line parallel to and 295.03 feet from the East line of Section 9, a distance of 450.58 feet to the North line of that parcel described in instrument recorded in Docket 13128, page 1395;

Thence North 89 degrees 38 minutes West, along the North line of said parcel, 281.59 feet to the POINT OF BEGINNING;

EXCEPT the following described parcel;

A portion of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said portion described as follows:

COMMENCING for a tie at the Southeast corner of said Section 9;

Thence North 89 degrees 38 minutes West, along the South line of said Section, 576.62 feet;

Thence North 0 degrees 19 minutes East, along the East line of the Southerly projection thereof of a parcel of land conveyed to the Town of Goodyear by Deed recorded in Docket 10250, page 425, records of Maricopa County, Arizona, and parallel with the East line of said Section, 636.62 feet to the Northwest corner of a parcel of land conveyed to Kenneth E. Jones and Bettie Jones, by Deed recorded in Docket 13128, page 1395, records of Maricopa County, Arizona, and the POINT OF BEGINNING;

Thence continuing North 0 degrees 19 minutes East, along said line, a distance of 80.00 feet;

Thence South 89 degrees 38 minutes East, parallel to the South line of said Section, a distance of 281.59 feet to the Northwest corner of a parcel of land conveyed by Deed recorded in Docket 7168, page 530, records of Maricopa County, Arizona, said corner bearing North 89 degrees 38 minutes West 295.03 feet from the East line of said Section 9;

Thence South 0 degrees 19 minutes West, along a line parallel to and 295.03 feet from the East line of Section 9, a distance of 80.00 feet to a point on the North line of that parcel of land aforementioned herein conveyed to Kenneth E. Jones and Bettie Jones;

Thence North 89 degrees 38 minutes West, along the North line of said parcel, 281.59 feet to the POINT OF BEGINNING; and

EXCEPT the following described parcel:

A portion of the Southeast quarter of the Southeast quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa county, Arizona, said portion described as follows:

COMMENCING at the Southeast corner of said Section 9;

Thence North 0 degrees 21 minutes 00 seconds East along the East line of said Section 9, a distance of 636.62 feet;

Thence North 89 degrees 38 minutes 00 seconds West a distance of 576.62 feet;

Thence North 0 degrees 21 minutes 00 seconds East a distance of 80.00 feet to the POINT OF BEGINNING of the herein described parcel;

Thence continuing North 0 degrees 21 minutes 00 seconds East a distance of 95.62 feet;

Thence South 89 degrees 38 minutes 00 seconds East a distance of 281.59 feet;

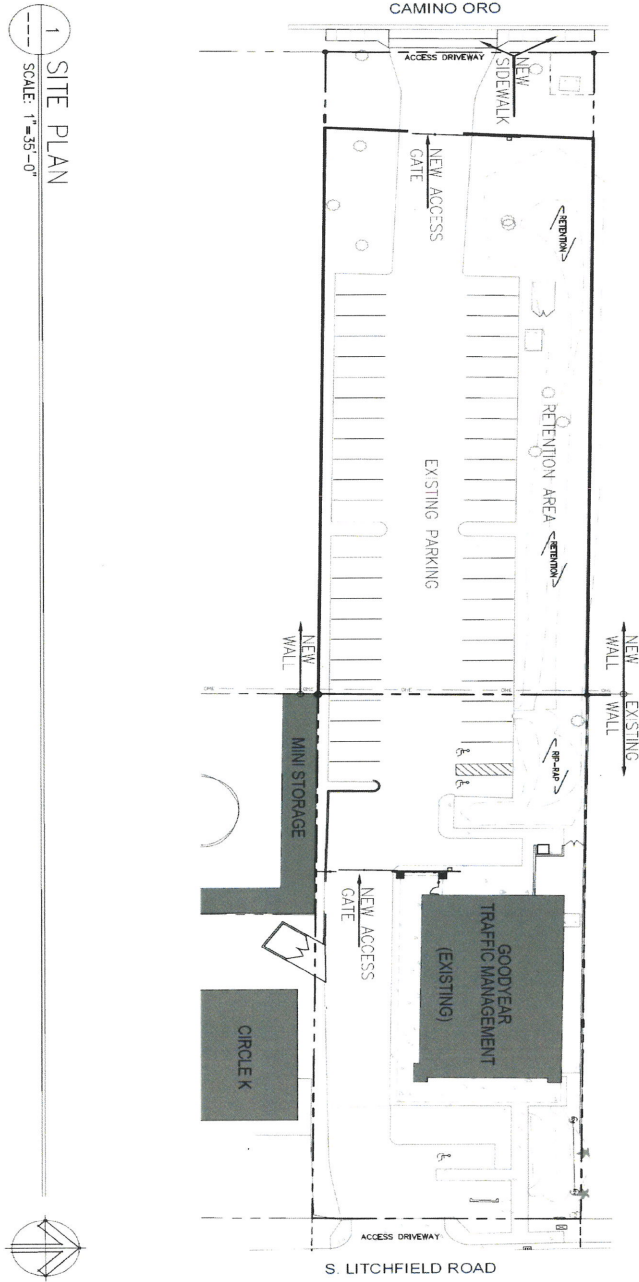
Thence South 0 degrees 21 minutes 00 seconds West a distance of 95.62 feet;

Thence North 89 degrees 38 minutes 00 seconds West a distance of 281.59 feet to the POINT OF BEGINNING; and also

EXCEPT all ores, minerals, gas or other hydrocarbon substances as reserved in Deed recorded in Docket 4109, page 282, records of Maricopa County, Arizona.

EXHIBIT C

Site Plan Depicting Wall



1 SITE PLAN

SCALE: 1" = 35'-0"

Replacement Page

Exhibit D

New CMU Wall Construction Plans Dated October 3, 2023

On File at the Goodyear City Clerk's Office

1900 North Civic Square Drive

Goodyear, AZ 85395

623-882-7830

EXHIBIT E

Legal Description of Wall Easement Area

EXHIBIT A

Legal Description of Wall Easement Parcel No. 500-04-019Q & Parcel No. 500-04-019R

A 10.00-foot-wide strip of land over a portion of the Southeast Quarter of Section 9, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Southeast Corner of said Section 9;

Thence N 89°21'00" E, along the East line of said Section 9, a distance of 636.62 feet;

Thence N 89°38'00" W, a distance of 576.62 feet;

Thence N 00°21'00" E, a distance of 175.62 feet, to a common property corner that is the Northwest corner of Parcel No. 500-04-019Q as recorded in Deed No. 98-0435432 Records of Maricopa County, Arizona, and the Southwest corner of Parcel No. 500-04-019R as recorded in Deed No. 19-0670145 Records of Maricopa County, Arizona, said common property corner being the **POINT OF BEGINNING**;

Thence N 00°21'00" E, along the West line of said Parcel No. 500-04-019R, a distance of **5.00** feet;

Thence S 89°38'00" E, parallel to the South line of said Parcel No. 500-04-019R, a distance of **281.59** feet, to a point on the East line of said Parcel No. 500-04-019R;

Thence S 00°21'00" W, along the East line of said Parcel No. 500-04-019R, a distance of **5.00** feet to a common property corner that is the Southeast corner of said Parcel No. 500-04-019R and the Northeast corner of said Parcel No. 500-04-019Q;

Thence S 00°21'00" W, along the East line of said Parcel No. 500-04-019Q, a distance of **5.00** feet;

Thence N 89°38'00" W, parallel to the North line of said Parcel No. 500-04-019Q, a distance of **281.59** feet, to a point on the West line of said Parcel No. 500-04-019Q;

Thence N 00°21'00" E, along the West line of said Parcel No. 500-04-019Q, a distance of **5.00** feet to the **POINT OF BEGINNING**.

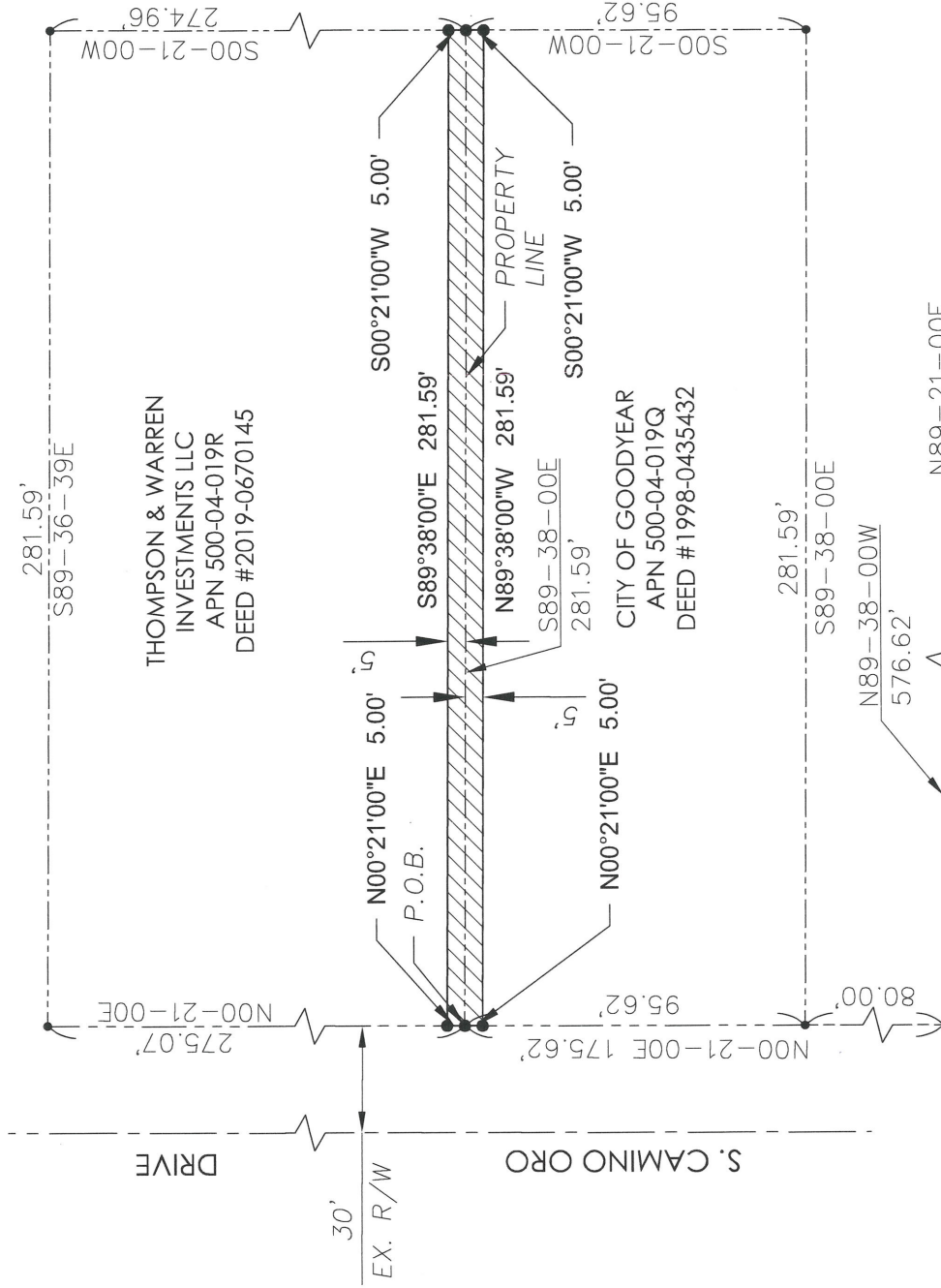
Containing **2815.90** sq. ft. (**0.0646** acres), more or less.

Prepared by:
Gavan & Barker, Inc.
A Huitt-Zollars Company
Mark T. Gavan, P.E., R.L.S.



EXHIBIT B

WALL EASEMENT



LEGEND



WALL EASEMENT

P.O.B.

POINT OF BEGINNING



SCALE: 1" = 50'
SEC. 9, T1N, R1W

Gavan & Barker Inc.

A Huitt-Zollars Company
5050 North 40th Street, Suite 100
Phoenix Arizona 85018 Ph: 602-252-8384

ITEM #: 10.
DATE: 01/29/2024
AI #:1717



CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 51 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY

STAFF PRESENTER(S): Christian M. Williams, AICP, Interim Planning Manager

SUMMARY

This is a Public Hearing to Request a rezone of approximately 51 acres generally located at the northeast corner of N. Bullard Avenue and W. Van Buren Street from Preliminary Planned Area Development (PAD) to I-1 (Light Industrial) with PAD Overlay.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1597 CONDITIONALLY REZONING APPROXIMATELY 51 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO BE KNOWN AS NEC OF BULLARD AND VAN BUREN, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

(Christian M. Williams, AICP, Interim Planning Manager)

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 approximately 51 acres that is the subject of this rezoning request (the “Property”) is located at the northeast corner of N. Bullard Avenue and W. Van Buren Street. The Property was part of approximately 243 acres of property rezoned to Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear, by the City Council, on October 8, 2007 by Ordinance No. 07-1091, with an underlying designation of approximately 10 acres designated as ‘Retail’ and approximately 41 acres designated as ‘Business Park’.

The remaining acreage within the aforementioned 243 acres of property known as Airport Gateway at Goodyear has since been rezoned or developed or is in the process of being rezoned. Approximately 25 acres was developed as the City of Hope medical facility; approximately 25.3 acres was rezoned with Ordinance No. 2023-2279, for commercial office and multi-family uses within the Celebration Plaza PAD; approximately 43.83 acres was rezoned with Ordinance No. 2023-1569 for business park-like uses within Urban Logistics, approximately 71.47 acres is being considered for a rezoning for commercial and light industrial development with the remnant acreage being developed or devoted to right-of-way.

The Goodyear 2025 General Plan Land Use Designation for this property is ‘Business and Commerce’.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Details of the Request:

The current proposal requests to rezone the approximately 51 acres from Preliminary PAD to a PAD Zoning District with an underlying zoning district of I-1 (Light Industrial) with a PAD Overlay. The rezone would change the currently allowed uses on the property from preliminary Retail and Business Park to Light Industrial with a PAD overlay that would allow for Convenience Storage Mini-Storage on the eastern portion of the property.

The use of a PAD Overlay is justified because the current development standards for I-1 (Light Industrial) do not include, as permitted uses, Convenience Storage Mini-Storage and this use is one of the few uses suitable for the portion of the property being rezoned. The portion of the property the applicant is interesting in potentially developing as a Convenience Storage Mini-Storage on is generally located north of the Arizona Department of Transportation (ADOT) property and the city of Goodyear Fire Station 181 site. The site is a long and narrow, 155-foot-deep by 860-foot-long parcel that is not located adjacent to any arterial roadways. The PAD Overlay also calls for design enhancements that will provide for an enhanced light industrial development.

The proposed PAD overlay will modify the I-1 (Light Industrial) standards as follows:
Development Standards:

A Convenience Storage Mini-Storage that does not exceed 50,000 square feet in size (a "Mini Storage") shall be permitted as a Principal Permitted Use subject to the following:

- a. Only one (1) Mini-Storage facility is permitted within the Property.
- b. All storage shall be within a closed building.
- c. Auctions, sales, service or repair activities are prohibited, except for the disposal of abandoned property from renters onsite.
- d. There shall be no storage or use of hazardous or dangerous materials on the premises.
- e. Storage building(s) shall not be located further east than the 145th Avenue alignment (14500 W).
- f. Windows and faux windows shall not be mirrored in a manner that causes glare or reflection.
- g. Storage unit doors, signage and stored materials in and on the interior of the building shall not be visible from public roadways. Windows with views into the building which do not indicate storage units or advertising materials are permitted.
- h. The sliding gates shall be screened in an architecturally designed manner that shields the interior storage from the public view. PVC, vinyl, or similar slats inserted into a gate does not constitute architecturally designed manner.
- i. All exterior doors (excluding doors for the office) including main doors, and loading/unloading, and individual storage units' doors shall be painted to match the buildings in which they are located.

Additionally, enhanced design standards are being placed on the property such as:

- Prohibition of cross-dock warehousing (i.e. warehouses with dock doors on opposing sides of the building for loading and/or unloading of stored goods) and cross-dock transfer facilities (i.e. facilities that provide for the transfer of goods from incoming vehicles on one side of a building to outbound vehicles on the other side of the same building with little or no storage).
- Limitations on the number of roll-up doors and/or service wash bays doors that can directly face W. Van Buren Street and W. Celebrate Life Way without screening so that only four (4) roll-up doors and/or service and wash bay doors shall be visible from W. Van Buren Street, and W. Celebrate Life Way.
- Requirement for the development shall implement the Bullard Avenue Corridor Design Treatments on N. Bullard Avenue (the "Bullard Avenue Landscape Buffer").
- Allowing retention basins, in excess of 50% of the landscaped frontage to be located on the eastern 25 feet of the N. Bullard Avenue landscape setbacks within the Bullard Avenue Landscape Buffer.
- Prohibiting roll-up doors and/or service and wash bay doors from facing N. Bullard Avenue unless they are screened by other buildings that prevent the roll-up doors and service and wash bay doors from being visible from N. Bullard Avenue.
- Requiring the western most commercial buildings located along/adjacent to N. Bullard Avenue to provide direct pedestrian connections to N. Bullard Avenue.
- Requiring all truck courts and dock doors located within truck courts shall be substantially screened from the public right of way along W. Van Buren Street and N. Bullard Avenue, such that dock doors are not visible from the public right of way of those aforementioned streets.
- Requiring colors of the buildings to include bold colors and not simply be a gray base color with shades of gray, black and white but rather a neutral desert base color with

additional bolder accent colors to add vibrancy unless alternative color and design elements that are equal of greater to level of quality are approved by the Development Services Director or designee.

Evaluation Criteria:

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

1. Consistency with the General Plan.

The subject property is located within the Business & Commerce land use category of the city's 2025 General Plan. This category is intended to provide areas for the growth and development of Goodyear's economic base, including large areas for shopping and entertainment that are regionally significant (typically serving a trade area of 5-10 miles or larger). Business & Commerce does also include uses such as business parks, offices, warehouses, regional hospitals, high density residential that supports the area, and other light industrial uses that are also appropriate, in certain areas. This rezoning to I-1 (Light Industrial) with a PAD Overlay proposes light industrial uses that are consistent with the General Plan Business & Commerce land use category.

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

The Site is generally flat with no physical or natural features that would hinder the development of the proposed project.

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

Current and future uses and development of the properties surrounding the subject property include:

North – Vacant Agriculture and Urban Logistics Light Industrial/Business Park;

South – Van Buren Street, Vacant Industrial land for data center;

East – Arizona State Department of Transportation Property;

West – Bullard Avenue, Cabana multi-family and Bullard Commerce Center;

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

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport.

Given the location of the property and the proposed zoning, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL.

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

The applicant has indicated there is market demand and user demand for light industrial uses.

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

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Due to the non-residential nature of the land use, the school district should not be impacted from a student enrollment standpoint.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station # 181	.81	.41	Fire Station #183	5.77	2.89

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

Streets/Transportation: The property will be largely accessed from Bullard Avenue, Celebrate Life Way and Van Buren Street. The Engineering Department has created stipulations to address traffic requirements applicable to this development. Those stipulations include the requirement for improvements along Bullard Avenue, Van Buren Street and Celebrate Life Way as well as contributions towards traffic signals at 145th Avenue and Van Buren Street.

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

7. Potential adverse fiscal impacts that will result from providing services to areas not in proximity to where existing public services are provided. The developer will be responsible for extending service infrastructure needed to support the property and will pay their proportionate share of impact fees for regional growth.

8. General public concerns. Public Participation, Public Comment and Planning and Zoning Commission Meeting: An alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to 21 owners of property within 500 feet of the subject property and other stakeholders on October 4, 2023. There was no objection to the rezone received. A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on January 17, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023. On January 18, 2024, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation, the Planning and Zoning Commission voted (6-0) to recommend approval, subject to the staff proposed stipulations. A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on January 29, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023.

9. Whether the amendment promotes orderly growth and development. The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public. The proposed development will rezone one of the final pieces of largely agricultural land surrounding the City of Hope medical facility from agricultural uses into a light industrial development

that creates of jobs. The site is south of the junction of Interstate-10 (Papago Freeway) and Bullard Avenue along a major transportation corridor between Phoenix and Los Angeles.

Attachments

Ordinance and Exhibits

Aerial Exhibit

Narrative

Staff Presentation

Applicant Presentation

ORDINANCE NO. 2024-1597

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 51 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF BULLARD AVENUE AND VAN BUREN STREET TO BE KNOWN AS NEC OF BULLARD AND VAN BUREN, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 51 acres and is located at the northeast corner of Bullard Avenue and Van Buren Street and is known as NEC of Bullard and Van Buren as more particularly described in that certain document titled "Zoning Legal Description," which is declared a public recorded herein and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and,

WHEREAS, on October 8, 2007, the City Council of the City of Goodyear adopted Ordinance No. 07-1091 conditionally rezoning the approximately 243 acres to Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear; and

WHEREAS, the approximately 51 acres known as NEC Bullard and Van Buren is within a portion of the aforementioned 243 acres zoned Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear, Ordinance No. 07-1091; and,

WHEREAS, the approximately 51 acres of Property has approximately 10 acres designated as 'Retail' and approximately 41 acres designated as 'Business Park'; and,

WHEREAS, the General Plan Land Use Plan shows the Property designated as 'Business and Commerce'; and,

WHEREAS, this request intends to replace the preliminary 'Retail' and 'Business Park' uses on this property with I-1 (Light Industrial), subject to modified Planned Area Development (PAD) Overlay as established with this Ordinance; and,

WHEREAS, the rezoning will permit the Property to be developed with Light Industrial uses, and will adhere to the principal permitted uses, permitted accessory uses, use permit uses, special uses and development regulations as established in the city of Goodyear Zoning Ordinance for I-1 (Light Industrial) zoning districts except where modified by this PAD Overlay; and,

WHEREAS, the applicant wants the ability to develop a Convenience Storage Mini-Storage on the eastern portions of the Property; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a light industrial; and,

WHEREAS, an alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to the owners of property within 500 feet of the subject property and other stakeholders on October 5, 2023; and,

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on January 17, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and signs were updated on the site to advertise the public hearing on December 28, 2023; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on January 17, 2024, and at that meeting the Commission voted (6-0) to recommend approval of the proposed amendment; and,

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on January 29, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023; and,

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

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

SECTION 1 DECLARATION OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 23-08", a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled "Zoning Legal Description", a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

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

SECTION 2. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2024-1595 applies to approximately 51 acres located at the northeast corner of N. Bullard Avenue and Van Buren Street and legally described in that certain document titled "Zoning Legal Description" attached hereto as Exhibit B and declared a public record herein which is hereby referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 3. ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 4. REZONING WITH PLANNED AREA DEVELOPMENT OVERLAY

The Property is conditionally rezoned to the I-1 (Light Industrial) Zoning District, with a PAD (Planned Area Development) Overlay. The Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to the I-1 (Light Industrial) Zoning District except as modified by the following PAD Overlay and except as further modified by the Conditions of Approval/Stipulations set forth in Section 5 below:

1. A Convenience Storage Mini-Storage that does not exceed 50,000 square feet in size (a "Mini Storage") shall be permitted as a Principal Permitted Use subject to the following:
 - a) Only one (1) Mini-Storage facility is permitted within the Property; and,
 - b) All storage shall be within a closed building; and,
 - c) Auctions, sales, service or repair activities are prohibited, except for the disposal of abandoned property from renters onsite; and,
 - d) There shall be no storage or use of hazardous or dangerous materials on the premises; and,
 - e) Storage building(s) shall not be located west than the 145th Avenue alignment (14500 W).
 - f) Windows and faux windows shall not be mirrored in a manner that causes glare or reflection; and,
 - g) Storage unit doors, signage and stored materials in and on the interior of the building shall not be visible from public roadways. Windows with views into the building which do not indicate storage units or advertising materials are permitted; and,
 - h) The sliding gates shall be screened in an architecturally designed manner that shields the interior storage from the public view. PVC, vinyl, or similar slats inserted into a gate does not constitute architecturally designed manner; and,
 - i) All exterior doors (excluding doors for the office) including main doors, all loading unloading doors, and all individual storage unit doors shall be painted to match the buildings in which they are located; and
2. No cross-dock warehousing (i.e. warehouses with dock doors on opposing sides of the buildings for loading and/or unloading of stored goods) and no cross-dock transfer facilities (i.e. facilities that provide for the transfer of goods from incoming vehicles on one side of the building to outbound vehicles on the other side of the same building with little or no storage) are permitted on the Property; and,
3. No more than four (4) roll-up doors and/or service and wash bay doors shall be permitted to face and be visible from W. Van Buren Street, and no more than (4) roll-up doors and/or service and wash bay doors shall

be permitted to face and be visible from W. Celebrate Life Way except as follows. Buildings may be constructed with additional roll-up doors and/or service and wash bay doors that face W. Van Buren Street and/or W. Celebrate Life Way provided another building within the Property blocks the roll-up doors and/or service and wash bay doors from being visible from W. Van Buren Street and/or W. Celebrate Life Way; and,

4. Except as otherwise provided in a Development Agreement approved by the Goodyear City Council, Owner, at Owner's sole cost and expense, shall develop a 50-foot wide landscape buffer along the frontage of the western boundary of the Property adjacent to N. Bullard Avenue that complies with the design strategies as established within that certain document titled "Bullard Avenue Corridor Design Treatment Strategies November 2018", which document was declared a public record by Resolution No. 2018-1914, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Bullard Avenue Landscape Buffer"). No Final Certificate of Occupancy shall be issued for any structure on the Property until the Bullard Avenue Landscape Buffer has been completed; and,
5. Retention basins in excess of 50% of the landscaped frontage may be permitted to locate on the eastern 25 feet of the Bullard Avenue landscape setbacks within the "Bullard Avenue Landscape Buffer"; and,
6. No roll-up doors and/or service and wash bay doors shall face and be visible from N. Bullard Avenue, except buildings may be constructed with roll-up doors and/or service and wash bay doors that face N. Bullard Avenue provided another building within the Property blocks the roll-up doors and/or service and wash bay doors from being visible from N. Bullard Avenue; and
7. The western most commercial buildings located on the Property along/adjacent to N. Bullard Avenue shall provide direct pedestrian connections to N. Bullard Avenue; and,
8. All truck courts and dock doors located within truck courts shall be substantially screened from the public right of way along Van Buren Street and Bullard Avenue, such that the dock doors are not visible from the public right of way of those aforementioned streets. Screening shall be accomplished through either/or a combination of building, walls and berms. If screening is accomplished through walls in excess of 8 feet, landscaping including berms and trees shall be included at the base of the wall facing the public roadways; and,
9. Buildings shall include bold colors and not simply be a gray base color with shades of gray, black and white but rather a neutral desert base color with additional bolder accent colors to add vibrancy unless the Development Services Director or designee has determined that alternative color and design elements are consistent with the

requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the design elements; and,

10. Except as modified by the PAD OVERLAY or the stipulations herein, development of the Property shall comply with all applicable provisions of the Goodyear Zoning Ordinance.

SECTION 5. CONDITIONS OF REZONING

The rezoning of the Property is subject to the following conditions of approval (“Stipulations”):

1. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, driveway locations, driveway spacing, access and circulation; and,
2. The Property Owner (“Owner”) shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier; and,
3. Owner shall construct, at Owner’s sole cost and expense, all on-site and off-site infrastructure improvements determined by the City as being necessary to provide water service and wastewater service to the Property; and shall dedicate, at no cost to the city, all rights-of-way and/or easements within and outside the boundaries of the Property that are required for the construction of such infrastructure improvements; and
4. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and Engineering Design Standards and Policy Manual in effect at the time of construction; and,
5. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property shall include the following disclosures:
 - a. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by

the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and

All final plats and minor land divisions subdividing all or part of the Property and all site plans for development within the Property shall include notes setting forth the foregoing requirements; and,

6. Owner shall dedicate, at no cost to the city, all rights-of-way and/or easements within the boundaries of the Property that are: (i) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (ii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iii) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (iv) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (v) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies.
7. The rights-of-way to be dedicated pursuant to this Ordinance shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and,
8. No final plat shall be recorded, no site plans approved, and/or no construction permits issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat, site plan, and/or construction permit. All required approvals and easements shall be in a form acceptable to the City Engineer or his/her designee; and,
9. The Traffic Impact Analysis Report submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis

that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location of all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual. Owner shall construct, at Owner's sole cost all infrastructure identified in the approved Traffic Impact Analysis as being needed to support the development of the property. Owner shall dedicate at no cost to the City, the property required for the infrastructure identified in the approved Traffic Impact Analysis, which dedication shall be in fee, lien free, and unencumbered except as otherwise approved by the City Engineer; and

10. The driveway locations and configurations shown in the "conceptual site plan" sheet and Traffic Impact Analysis Report submitted with the application are not approved. The driveway locations are subject to change during future site plan submittals and must meet all of the requirements of the Engineering Design Standards and Policies Manual and future site plan submittals shall comply with the advisory comments previously provided: and
11. Owner is responsible for a proportionate share of the costs of additional traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be a percentage of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection where two of the three corners of the intersection are adjacent to the Property, Owner would be responsible for 66.7% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any

engineering permit for any of the work reflected in a site plan, Minor Land Division (“MLD”), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and,

- a. Including, but not limited to the signal at W. Van Buren Street and N. 145th Avenue. Owner’s contribution shall be 33% of the full cost of the traffic signal at this intersection if the future signal is configured as a T-Intersection, but, if the future signal is configured as a 4-way traffic signal Owner’s contribution shall be 50% of a signal at W. Van Buren Street and N. 145th Avenue.
12. Owner shall design and construct, at no cost to the City, all improvements needed for the completion of the full half-street improvements for the north half of the section of Van Buren Street along the frontage of the Property required for a Modified Major Arterial as set forth in the Engineering Design Standards in effect at the time of construction, which improvements are limited to the sidewalk and landscaping improvements along the frontage of Van Buren Street, any signage required in the Engineering Design Standards, deceleration lanes into the Property, and median modifications if approved, (the “Van Buren Street Improvements”). The Van Buren Street Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and,
 13. Owner shall design and construct, at no cost to the City, all improvements needed for the completion of the full half-street improvements for the north half of the section of Bullard Avenue along the frontage of the Property required for a Major Arterial as set forth in the Engineering Design Standards in effect at the time of construction, which improvements which improvements are limited to any improvements required to support the development of the Property such as access improvements. (the “Bullard Avenue Improvements”). The Bullard Avenue Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and
 14. Owner shall design and construct, at no cost to the City, all improvements needed for the completion of the full half-street improvements for the north half of the section of Celebrate Life Way along the frontage of the Property required for a Modified Major Collector as set forth in the Engineering Design Standards in effect at the time of construction, which improvements are limited to any improvements required to support the development of the Property such as access improvements. (the “Celebrate Life Way Improvements”). The Celebrate Life Way Improvements

shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and

15. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply all applicable Development Regulations, including, but not limited to, the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, Building Codes and Regulations adopted by the City of Goodyear, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

SECTION 6. ABRIDGMENT OF OTHER LAWS

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

SECTION 7. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided herein by certain document titled, "Supplementary Zoning Map No. 23-08" attached hereto as Exhibit A declared a public record herein, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 8. CORRECTIONS

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

SECTION 9. SEVERABILITY

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

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 11. PENALTIES

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

Section 1-2-3 Violations and Penalties

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

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

All exhibits are on file with the City Clerk's Office online at
<https://www.goodyearaz.gov/government/departments/city-clerk-s-office/public-notice>
or at Goodyear City Hall, 1900 N Civic Square, Goodyear, AZ 85395.

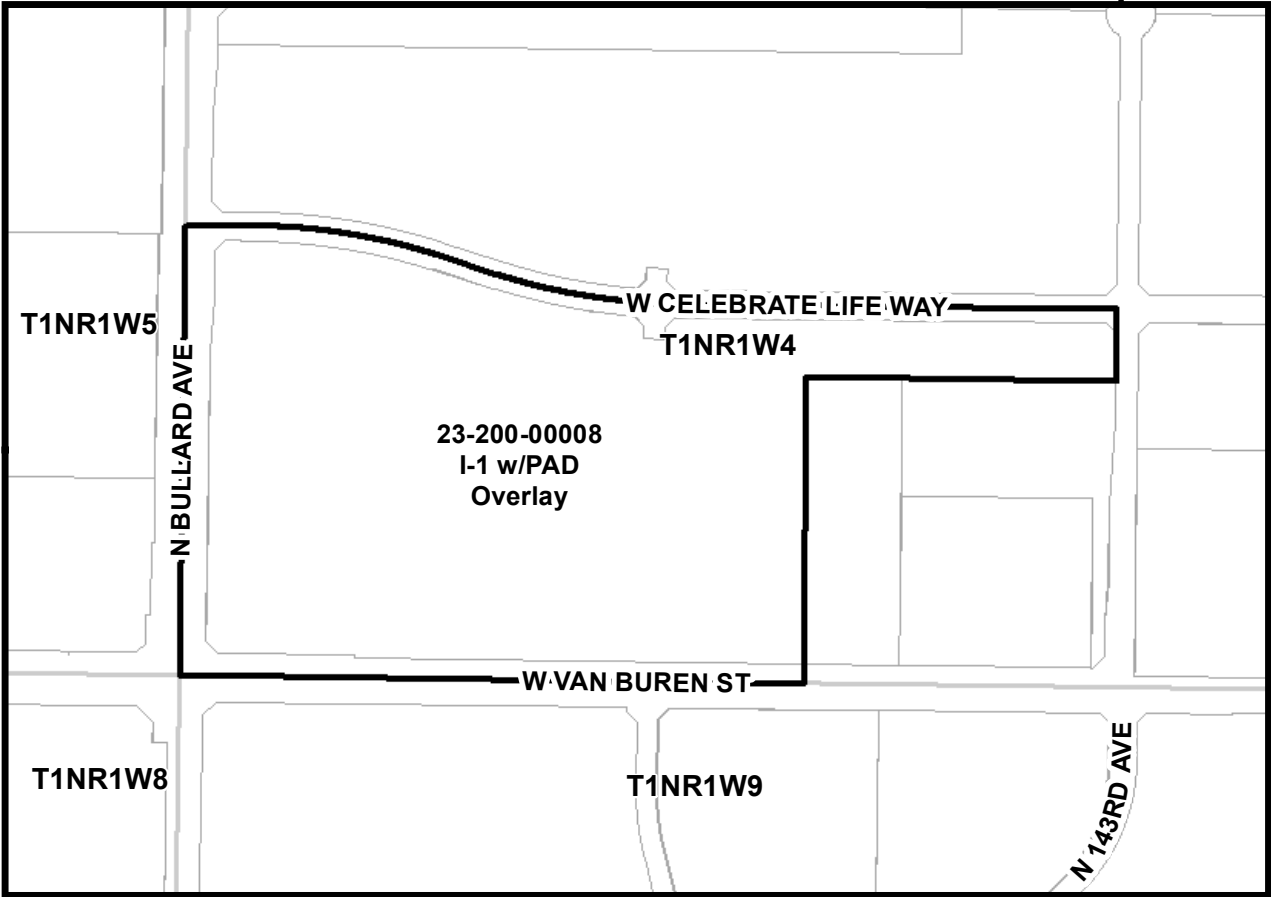
OFFICIAL SUPPLEMENTARY ZONING MAP NO. 23-08
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2024.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the Northwest Quarter Section 4, Township 1 North,
Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PRELIMINARY PAD TO I-1 w/ PAD Overlay 23-200-00008	January, 2024

ZONING LEGAL DESCRIPTION

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH,
RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA,
AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 4, BEING A CITY OF GOODYEAR
BRASS CAP IN HANDHOLE, FROM WHICH THE WEST QUARTER CORNER, BEING A CITY OF
GOODYEAR BRASS CAP IN HANDHOLE BEARS NORTH 00°31'51" EAST, A DISTANCE OF
2629.66 FEET;

THENCE NORTH 00°31'51" EAST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE
OF 1266.03 FEET TO THE INTERSECTION WITH THE MONUMENT LINE OF CELEBRATE LIFE
WAY;

THENCE SOUTH 89°35'17" EAST, ALONG SAID MONUMENT LINE, A DISTANCE OF 199.29
FEET TO THE BEGINNING OF A TANGENT CURVE, CONCAVE TO THE SOUTH, HAVING A
RADIUS OF 1750.00 FEET;

THENCE SOUTHEASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF
17°07'44, FOR AN ARC LENGTH OF 523.18 FEET, TO A TANGENT POINT;

THENCE SOUTH 72°26'15" EAST, CONTINUING ALONG THE MONUMENT LINE OF SAID
CELEBRATE LIFE WAY, A DISTANCE OF 172.55 FEET TO THE BEGINNING OF A TANGENT
CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1750.00 FEET;

THENCE EASTERLY ALONG SAID TANGENT CURVE, THROUGH A CENTRAL ANGLE OF
17°14'43", FOR AN ARC LENGTH OF 526.73 FEET, TO A NON-TANGENT POINT;

THENCE SOUTH 89°40'57" EAST, ALONG SAID MONUMENT LINE, A DISTANCE OF 1226.05
FEET, TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4;

THENCE SOUTH 00°26'20" WEST, ALONG SAID EAST LINE, FOR A DISTANCE OF 203.99
FEET;

THENCE NORTH 89°29'53" WEST, FOR A DISTANCE OF 870.80 FEET;

THENCE SOUTH 00°26'06" WEST, A DISTANCE OF 861.67 FEET TO A POINT ON THE SOUTH
LINE OF SAID SECTION 4;

THENCE NORTH 89°29'53" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1755.79 FEET,
TO THE POINT OF BEGINNING.

PAGE 1 OF 3



TITLE: **XB03**
SCALE: N.T.S.
DATE: 11/13/23
DESC: ZONING
LEGAL DESC.

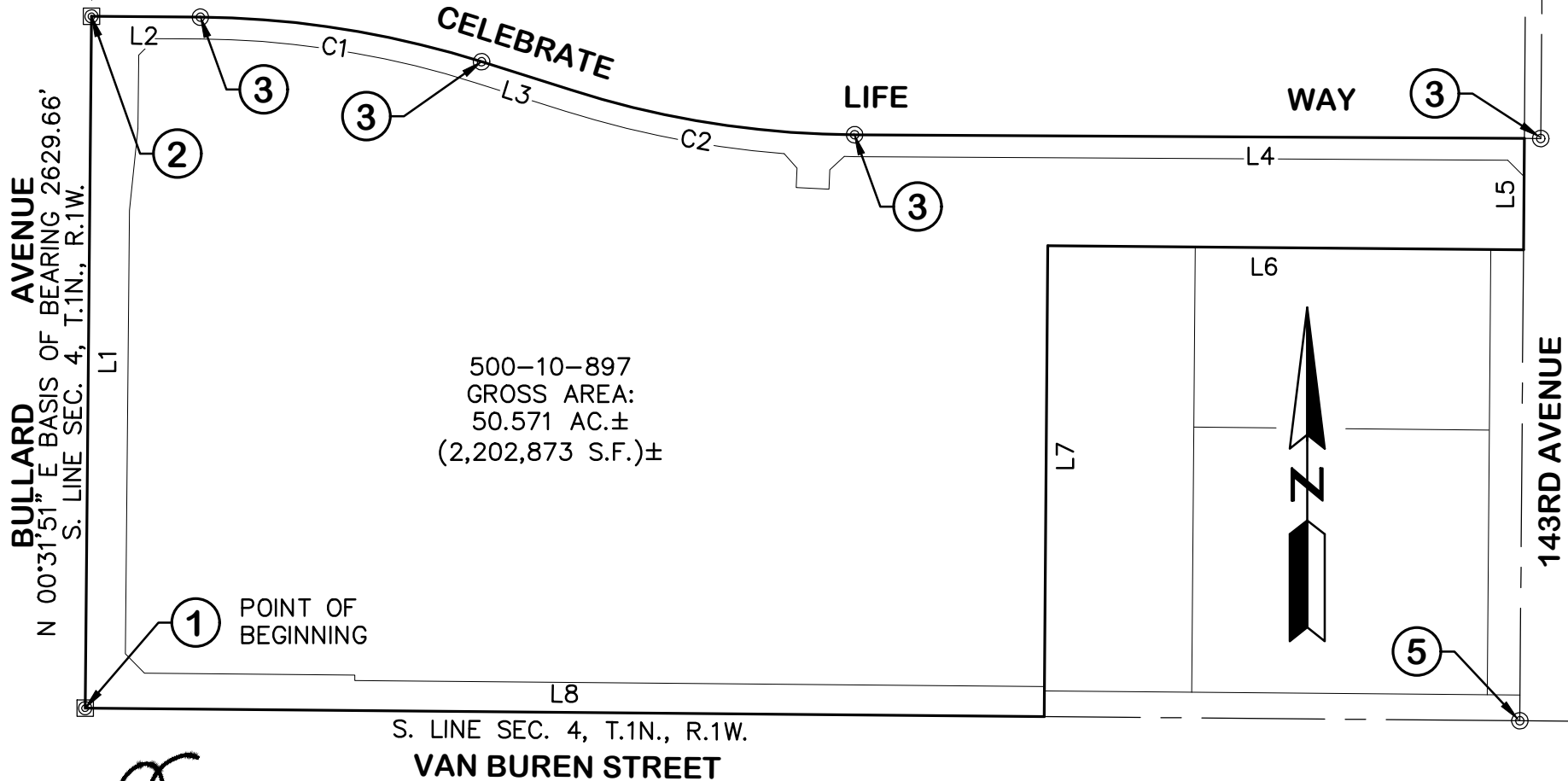
HUNTER
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO,EJMD002-S

ZONING EXHIBIT



TITLE: XB03
SCALE: N.T.S.
DATE: 11/13/23
DESC: ZONING
LEGAL DESC.

HUNTER
ENGINEERING CIVIL AND SURVEY
10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986
PROJ.NO,EJMD002-S

ZONING EXHIBIT

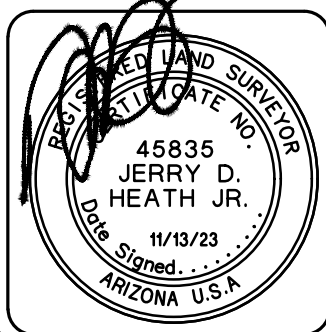
CORNER DESCRIPTION:

- ① SOUTHWEST CORNER OF SECTION 4, T.1N., R.1W. FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE—POINT OF BEGINNING.
- ② FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
- ③ FOUND CITY OF GOODYEAR BRASS CAP FLUSH
- ④ WEST QUARTER CORNER SECTION 4, T.1N., R.1W. FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE
- ⑤ SOUTH QUARTER CORNER SECTION 4, T.1N., R.1W. FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°31'51"E	1266.03'
L2	S89°35'17"E	199.29'
L3	S72°26'15"E	172.55'
L4	S89°40'57"E	1226.05'
L5	S00°26'20"W	203.99'
L6	N89°29'53"W	870.80'
L7	S00°26'40"W	861.67'
L8	N89°29'53"W	1755.79'

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD DIRECTION	CHORD LENGTH
C1	$\Delta = 17^{\circ}07'44''$	1750.00'	523.18'	N81°00'07"W	521.23'
C2	$\Delta = 17^{\circ}14'43''$	1750.00'	526.73'	S81°03'36"E	524.74'

PAGE 3 OF 3



TITLE: **XB03**
 SCALE: N.T.S.
 DATE: 11/13/23
 DESC: ZONING
 LEGAL DESC.

HUNTER
 ENGINEERING

10450 N. 74TH ST., SUITE 200
 SCOTTSDALE, AZ 85258
 T 480 991 3985
 F 480 991 3986

CIVIL AND SURVEY

PROJ. NO. EJMD002-S



Aerial Exhibit
23-200-00008
NEC of Bullard and Van Buren



NEC of Van Buren Street and Bullard Avenue

Planned Area Development Narrative
Rezoning Number: 23-200000008

1st Submittal: July 7, 2023
2nd Submittal: September 26, 2023
3rd Submittal: November 20, 2023

Prepared by:
Berry Riddell LLC
Wendy Riddell, Esq.
Elyse DiMartino, Planner
6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251

REQUEST

The purpose of this request is to seek a rezoning and special use permit an approximate 51-gross-acre (43.81-net-acres) property located at the northeast corner of Bullard Avenue and Van Buren Street (the “Site”) from Preliminary Planned Area Development (“Preliminary PAD”) to Light Industrial Planned Area Development Overlay (“I-1 PAD”). The intent of this application is to entitle the Site to accommodate light industrial employment type uses and self-storage uses. The Site consists of one parcel, designated as Maricopa County Assessor Parcel Number 500-10-897 and is currently being used for agricultural purposes. The Site is designated as Business and Commerce, Transit Oriented Development Overlay on the City of Goodyear General Plan (the “General Plan”).

Context Aerial



SURROUNDING CONTEXT

As previously stated, the Site is presently agricultural land. To the north of the Site, across Celebrate Life way, is agricultural land zoned PAD. The site a bit further north is presently undergoing the pre-application process with the City of Goodyear (the “City”) to rezone the property to I-1 PAD for industrial uses and a Buc-ee’s convenience store. To the east and south

of the Site is an Arizona Department of Transportation Commercial Driver Licensing facility, zoned PAD and a newly constructed City of Goodyear fire station, zoned Public Facilities District (“PFD”). To the southeast of the Site, across Van Buren Street, is the Goodyear Municipal Complex, zoned I-1. To the southwest of the Site, across Van Buren Street, is vacant desert land zoned General Commercial (“C-2”). Finally, to the west of the Site, across Bullard Avenue, is a business park center zoned PAD and a multifamily housing complex zoned Multifamily 24 du/ac (“MF-24”).

The nature of the surrounding context and the close proximity to the Interstate 10 (the “I-10”) makes the Site an ideal location for a light industrial and self-storage development.

DEVELOPMENT PLAN

As previously stated, the purpose of this request is to rezone the Site from Preliminary PAD to I-1 PAD to allow the Site to develop with light industrial, employment, and self-storage uses. The purpose of the PAD Overlay is to increase the allowable height, reduce certain landscape setbacks, and allow self-storage uses on the Site.

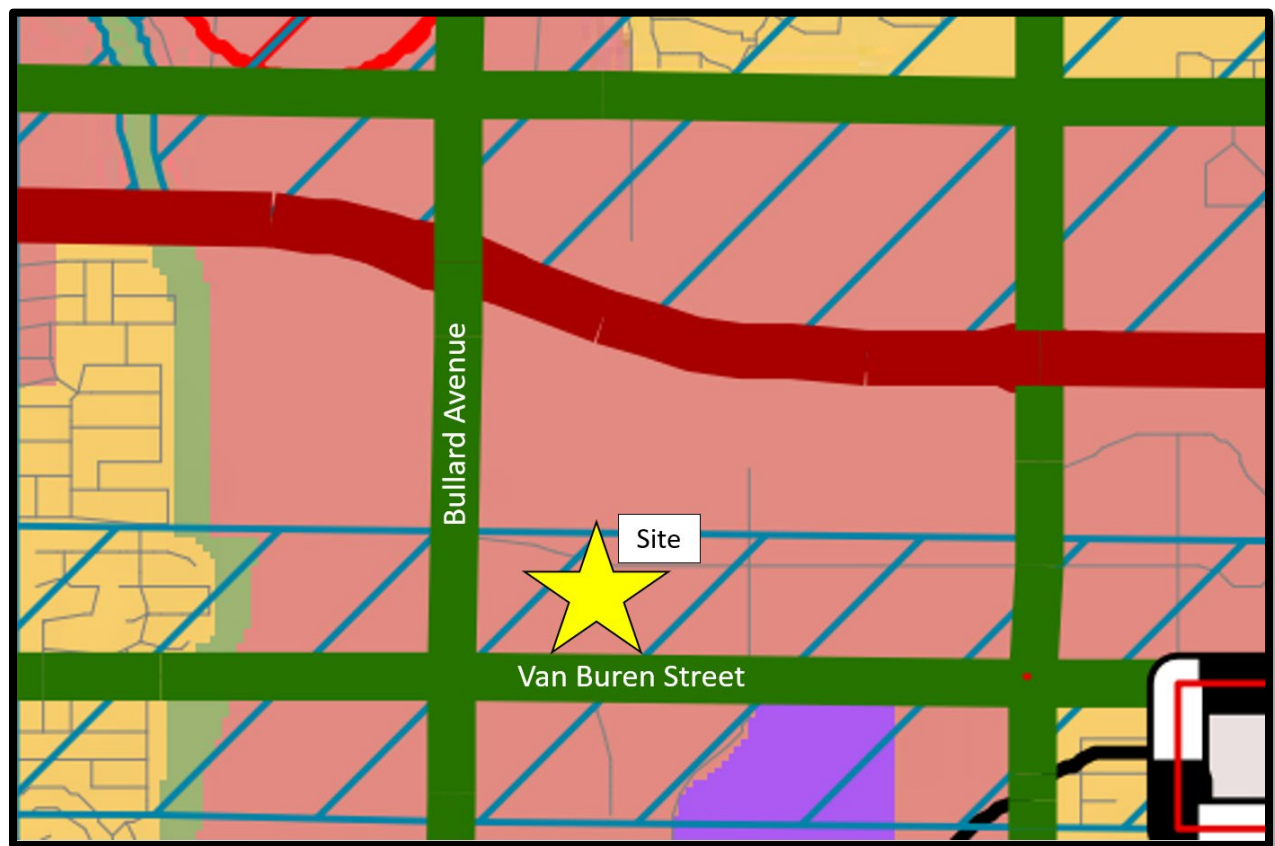
The proposed light industrial/employment use will occupy the majority of the Site and is planned to consist of three buildings ranging in size from 188,800 square feet to 240,000 square feet. The heights of the buildings are proposed to be approximately 51 feet in height. The increased building height is intended to accommodate a wider range of light industrial/employment users, who routinely seek buildings with heights in excess of 50’. Self-storage is proposed on the northeast leg of the Site. Eight vehicular access points are proposed on the Site. Three access points will be located on Van Buren Street, one will be located on Bullard Avenue, and four will be located on Celebrate Life Way. An internal private drive circulation system is proposed to allow users of the industrial portion and the self-storage portion to access the entire site.

GENERAL PLAN

The Goodyear 2025 General Plan was adopted in 2014 with a vision of continuing to develop the city as a *“desirable place for all to live, work, visit, and play by fostering a sustainable community with diverse destinations connected throughout the City.”* The Site’s Business & Commerce designation allows for uses including *“but not limited to, business parks, offices, warehouses, regional hospitals, high density residential that supports the area, and other light industrial uses that are also appropriate in certain areas.”* Goodyear 2025 General Plan, Pg. 124.

The Transit Oriented Development Overlay (“TOD”) represents areas intended for the development of major future transit routes or where major transit routes are already existing. The purpose of the TOD is not meant to *“depict actual transit routes,”* rather, it is *“meant to describe areas of focus for transit development.”* Goodyear 2025 General Plan, Pg. 130. This proposal is consistent with the vision and intent of the City of Goodyear General Plan designation of Business and Commerce and will create employment and economic

opportunities for the surrounding community. This proposal promotes the achievement of the overall vision, goals and policies outlined in the General Plan.



City of Goodyear General Plan Land Use Plan

PLANNED AREA DEVELOPMENT CRITERIA

The Zoning Ordinance identifies specific criteria that guide Planned Area Development requests to respond appropriately to the surrounding context of the Site, address demand for the types of uses proposed, and provide consistency with long-range planning goals. The proposed rezoning follows the guidelines established in Section 1-3-1(D)(3) of the Ordinance, as outlined below:

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

Response: This proposal is consistent with the long-range planning goals and policies

outlined in the General Plan and will provide a much-needed use in the area.

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

Response: This Site is generally flat with no physical or natural features that would hinder the development of the proposed commercial project.

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

Response: This proposal has been thoughtfully planned to respect the scale of the existing and planned land uses with a focus on fitting the context of its surroundings. The Site is largely surrounded by agricultural and public facilities. Additionally, the property just north of the Site is undergoing the pre-application process with the City to rezone the property for industrial uses. Given the uses in the immediate context and the close proximity of the Site to major traffic infrastructure, the Site is an ideal location for the proposed development.

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

Response: The Site is agricultural land but is surrounded by complementary zoning and uses. Further, the Site is located adjacent to two arterial streets and in close proximity to the I-10 Freeway. The General Plan's Business and Commerce designation prescribes that light industrial and employment type uses are appropriate for these areas.

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

Response: The proposed zoning district of I-1 has been anticipated by the General Plan. This proposal is consistent with the long-range planning goals and policies outlined in the General Plan as the Business and Commerce land use designation allows light industrial and employment type uses and commercial uses, such as the self-storage proposed at the northeast corner of the Site.

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

Response: This proposal appropriately responds to the available public services and infrastructure in the surrounding vicinity. Designated as Business & Commerce by the Goodyear 2025 General Plan, this Site location has been anticipated for a range of employment and light industrial uses. The Site is located in the City of Goodyear water service area and has existing sewer lines located adjacent to the site. Further, the Site is served by the Goodyear Water Reclamation Facility.

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

Response: None. There is no projected increase in demand for public infrastructure and services available to the Site that exceeds capacity as a result of this development.

h. General public's concerns;

Response: Given that this request is consistent with the land use that was anticipated by the City's General Plan and not in proximity to single-family uses, it is not anticipated that there will be significant public concerns as a result of the proposal. Nonetheless, the development team understands the importance of neighborhood involvement and will diligently seek input through the outreach process.

i. Whether the amendment promotes orderly growth and development; and

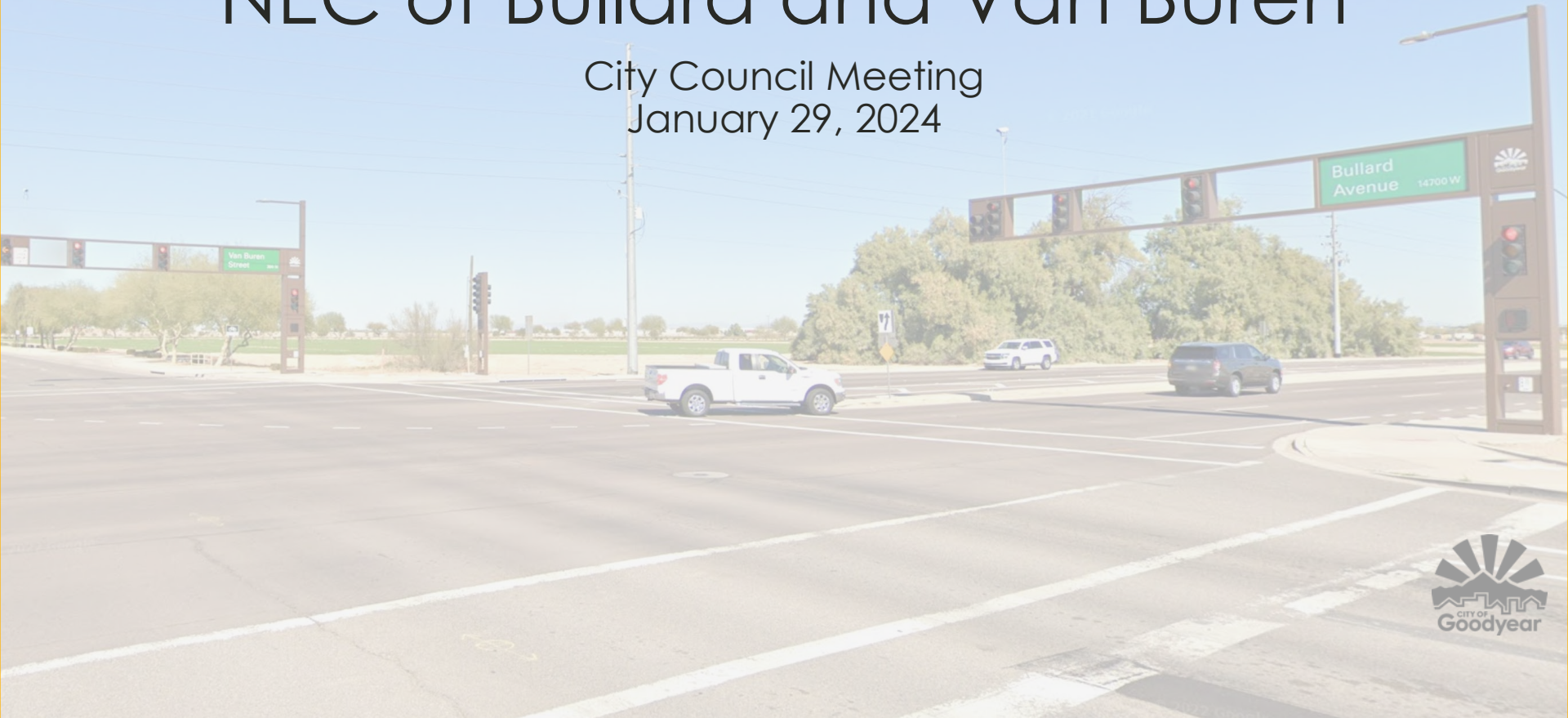
Response: This proposal presents a land use that will convert an underutilized Site to a high-quality development that offers a much-needed amenity to the area.

j. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

Response: This proposal converts an underutilized Site into needed industrial/employment type uses and commercial uses and will have an overall positive impact on the City of Goodyear. The proposal will provide employment opportunities to citizens and economic growth to the City.

NEC of Bullard and Van Buren

City Council Meeting
January 29, 2024



Specific Location

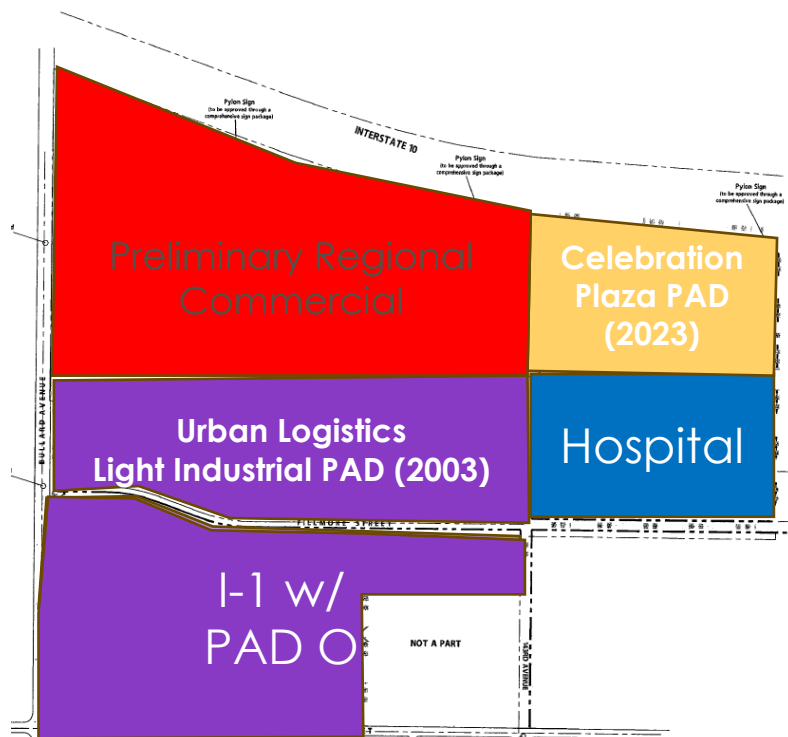


ZOOMED IN

- NEC of Bullard Avenue and Van Buren
 - North
 - Vacant Urban Logistics (Light Industrial/Employment)
 - South
 - ADOT Site, Fire Station 181, Vacant Vantage, Goodyear Municipal Complex
 - East
 - ADOT Site, Fire Station 181, Vacant Goodyear Commerce Center
 - West
 - Bullard Commerce Center and Cabana on Bullard



TODAY'S REQUEST



Proposal



NEC OF BULLARD AND VAN BUREN

- I-1 with PAD Overlay
 - Allows Convenience Use Mini-Storage east of 145th Avenue alignment
 - Design Guideline Enhancements
 - Dock Doors



Recommendation



APPROVE SUBJECT TO STIPULATIONS

- Recommend Approval of Rezone:
 - From Preliminary Planned Area Development (PAD)
 - Underlying 'Business Park'
 - To I-1 with PAD Overlay
 - Subject to Stipulations





BERRY | RIDDELL
LLC

NEC of Bullard & Van Buren

City Council | January 29th, 2024

Rezoning Number: 23-200000008



ABOUT EJM DEVELOPMENT

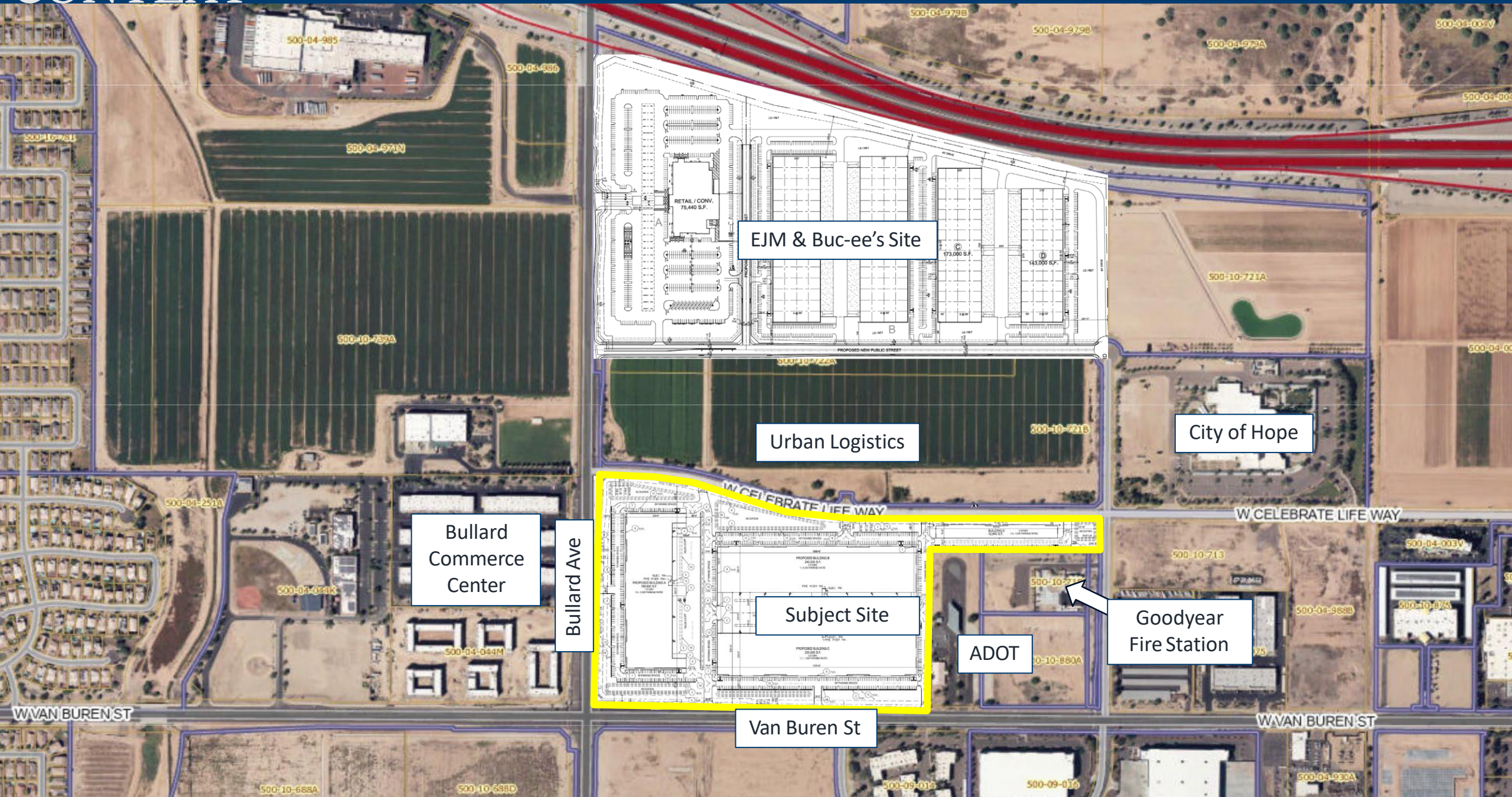


- Experts working in the southwest, over 35 years
- Focuses on master planning and asset management in high-growth areas
- Developed over 2.5 million square feet of multi-tenant industrial buildings in the Phoenix Metro area
- Stellar reputation in Goodyear having been awarded the Goodyear Corporate Citizen of the Year Award



CONTEXT

This aerial map provides a detailed view of the Bullard Commerce Center area in Phoenix, Arizona. The map is overlaid with a grid of property parcels, each labeled with a unique identifier (e.g., 500-04-995, 500-04-996, 500-04-997A, 500-04-998, 500-04-999, 500-04-1000, 500-04-1001, 500-04-1002, 500-04-1003, 500-04-1004, 500-04-1005, 500-04-1006, 500-04-1007, 500-04-1008, 500-04-1009, 500-04-1010, 500-04-1011, 500-04-1012, 500-04-1013, 500-04-1014, 500-04-1015, 500-04-1016, 500-04-1017, 500-04-1018, 500-04-1019, 500-04-1020, 500-04-1021, 500-04-1022, 500-04-1023, 500-04-1024, 500-04-1025, 500-04-1026, 500-04-1027, 500-04-1028, 500-04-1029, 500-04-1030, 500-04-1031, 500-04-1032, 500-04-1033, 500-04-1034, 500-04-1035, 500-04-1036, 500-04-1037, 500-04-1038, 500-04-1039, 500-04-1040, 500-04-1041, 500-04-1042, 500-04-1043, 500-04-1044, 500-04-1045, 500-04-1046, 500-04-1047, 500-04-1048, 500-04-1049, 500-04-1050, 500-04-1051, 500-04-1052, 500-04-1053, 500-04-1054, 500-04-1055, 500-04-1056, 500-04-1057, 500-04-1058, 500-04-1059, 500-04-1060, 500-04-1061, 500-04-1062, 500-04-1063, 500-04-1064, 500-04-1065, 500-04-1066, 500-04-1067, 500-04-1068, 500-04-1069, 500-04-1070, 500-04-1071, 500-04-1072, 500-04-1073, 500-04-1074, 500-04-1075, 500-04-1076, 500-04-1077, 500-04-1078, 500-04-1079, 500-04-1080, 500-04-1081, 500-04-1082, 500-04-1083, 500-04-1084, 500-04-1085, 500-04-1086, 500-04-1087, 500-04-1088, 500-04-1089, 500-04-1090, 500-04-1091, 500-04-1092, 500-04-1093, 500-04-1094, 500-04-1095, 500-04-1096, 500-04-1097, 500-04-1098, 500-04-1099, 500-04-1100, 500-04-1101, 500-04-1102, 500-04-1103, 500-04-1104, 500-04-1105, 500-04-1106, 500-04-1107, 500-04-1108, 500-04-1109, 500-04-1110, 500-04-1111, 500-04-1112, 500-04-1113, 500-04-1114, 500-04-1115, 500-04-1116, 500-04-1117, 500-04-1118, 500-04-1119, 500-04-1120, 500-04-1121, 500-04-1122, 500-04-1123, 500-04-1124, 500-04-1125, 500-04-1126, 500-04-1127, 500-04-1128, 500-04-1129, 500-04-1130, 500-04-1131, 500-04-1132, 500-04-1133, 500-04-1134, 500-04-1135, 500-04-1136, 500-04-1137, 500-04-1138, 500-04-1139, 500-04-1140, 500-04-1141, 500-04-1142, 500-04-1143, 500-04-1144, 500-04-1145, 500-04-1146, 500-04-1147, 500-04-1148, 500-04-1149, 500-04-1150, 500-04-1151, 500-04-1152, 500-04-1153, 500-04-1154, 500-04-1155, 500-04-1156, 500-04-1157, 500-04-1158, 500-04-1159, 500-04-1160, 500-04-1161, 500-04-1162, 500-04-1163, 500-04-1164, 500-04-1165, 500-04-1166, 500-04-1167, 500-04-1168, 500-04-1169, 500-04-1170, 500-04-1171, 500-04-1172, 500-04-1173, 500-04-1174, 500-04-1175, 500-04-1176, 500-04-1177, 500-04-1178, 500-04-1179, 500-04-1180, 500-04-1181, 500-04-1182, 500-04-1183, 500-04-1184, 500-04-1185, 500-04-1186, 500-04-1187, 500-04-1188, 500-04-1189, 500-04-1190, 500-04-1191, 500-04-1192, 500-04-1193, 500-04-1194, 500-04-1195, 500-04-1196, 500-04-1197, 500-04-1198, 500-04-1199, 500-04-1200, 500-04-1201, 500-04-1202, 500-04-1203, 500-04-1204, 500-04-1205, 500-04-1206, 500-04-1207, 500-04-1208, 500-04-1209, 500-04-1210, 500-04-1211, 500-04-1212, 500-04-1213, 500-04-1214, 500-04-1215, 500-04-1216, 500-04-1217, 500-04-1218, 500-04-1219, 500-04-1220, 500-04-1221, 500-04-1222, 500-04-1223, 500-04-1224, 500-04-1225, 500-04-1226, 500-04-1227, 500-04-1228, 500-04-1229, 500-04-1230, 500-04-1231, 500-04-1232, 500-04-1233, 500-04-1234, 500-04-1235, 500-04-1236, 500-04-1237, 500-04-1238, 500-04-1239, 500-04-1240, 500-04-1241, 500-04-1242, 500-04-1243, 500-04-1244, 500-04-1245, 500-04-1246, 500-04-1247, 500-04-1248, 500-04-1249, 500-04-1250, 500-04-1251, 500-04-1252, 500-04-1253, 500-04-1254, 500-04-1255, 500-04-1256, 500-04-1257, 500-04-1258, 500-04-1259, 500-04-1260, 500-04-1261, 500-04-1262, 500-04-1263, 500-04-1264, 500-04-1265, 500-04-1266, 500-04-1267, 500-04-1268, 500-04-1269, 500-04-1270, 500-04-1271, 500-04-1272, 500-04-1273, 500-04-1274, 500-04-1275, 500-04-1276, 500-04-1277, 500-04-1278, 500-04-1279, 500-04-1280, 500-04-1281, 500-04-1282, 500-04-1283, 500-04-1284, 500-04-1285, 500-04-1286, 500-04-1287, 500-04-1288, 500-04-1289, 500-04-1290, 500-04-1291, 500-04-1292, 500-04-1293, 500-04-1294, 500-04-1295, 500-04-1296, 500-04-1297, 500-04-1298, 500-04-1299, 500-04-1300, 500-04-1301, 500-04-1302, 500-04-1303, 500-0



REQUEST

- **Rezone** the Site **from** Preliminary Planned Area Development (“**Preliminary PAD**”) to Light Industrial Planned Area Development Overlay (“**I-1 PAD**”) zoning to allow self-storage uses.
 - No cross-docks permitted

PERMITTED USES

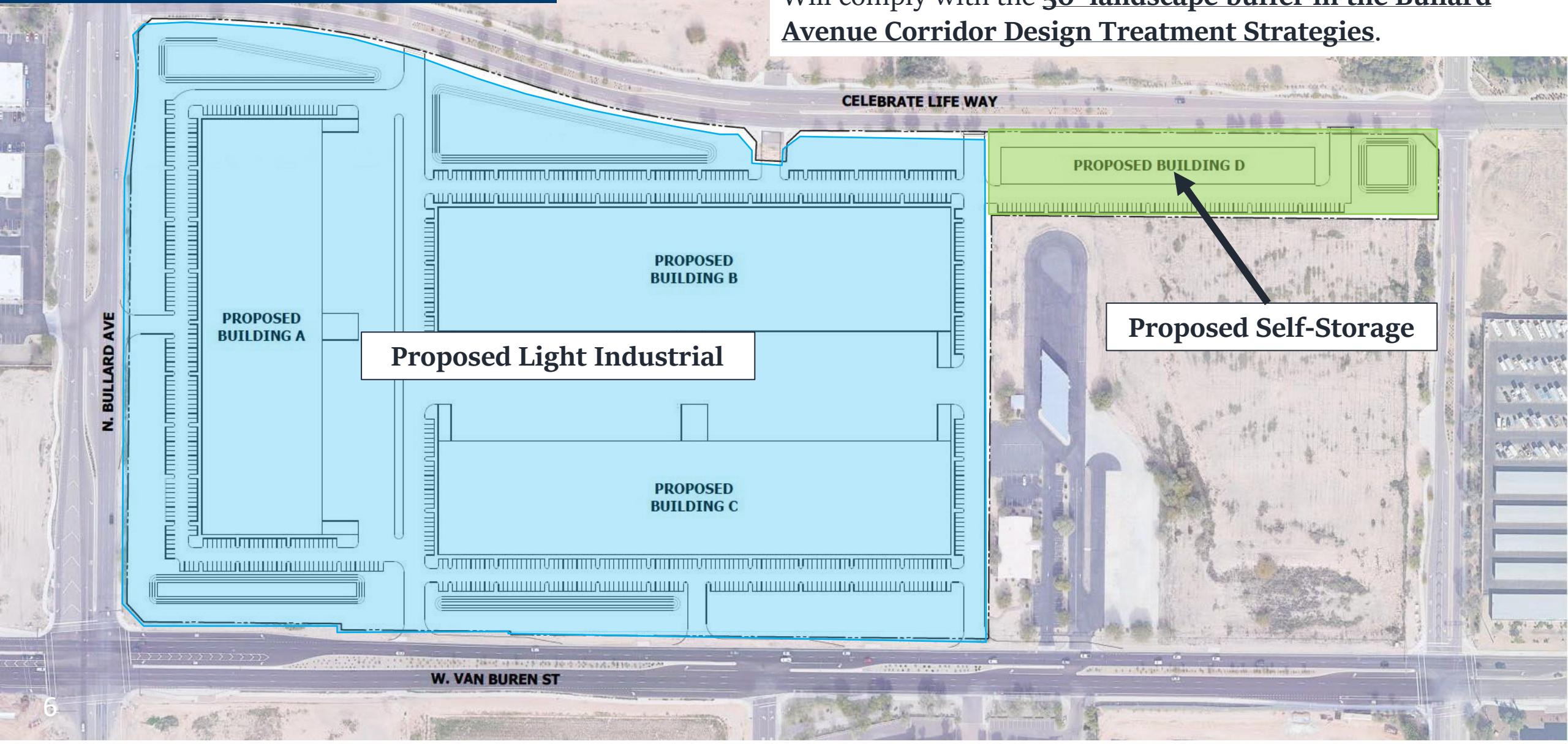
- Uses within the General Commercial District (C-2)
- Uses within the Light Industrial District (I-1)
- Self-Storage, no special use permit required



CONCEPTUAL SITE PLAN

This site plan is conceptual and subject to change. Site plan is not approved with the rezoning.

Will comply with the 50' landscape buffer in the Bullard Avenue Corridor Design Treatment Strategies.



ARCHITECTURAL DETAIL



BERRY | RIDDELL
LLC

Thank You!

Planning & Zoning Commission | January 17th, 2024

Rezoning Number: 23-200000008

ITEM #: 11.
DATE: 01/29/2024
AI #:1693



CITY COUNCIL ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 71.48 ACRES FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO I-1 (LIGHT INDUSTRIAL) WITH PAD OVERLAY

STAFF PRESENTER(S): Christian M. Williams, AICP, Interim Planning Manager

SUMMARY

This is a Public Hearing to Request a rezone of approximately 71.48 acres generally located at the southeast corner of N. Bullard Avenue and Interstate-10 (Papago Freeway) from Preliminary Planned Area Development (PAD) to I-1 (Light Industrial) with PAD Overlay.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1595 CONDITIONALLY REZONING APPROXIMATELY 71.48 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND INTERSTATE-10 (PAPAGO FREEWAY) TO BE KNOWN AS SEC OF BULLARD AND I-10, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) AND A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Interim Planning Manager)

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 industrial, 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 approximately 71.48 acres that is the subject of this rezoning request (the “Property”) is located at the southeast corner of N. Bullard Avenue and Interstate-10 (Papago Freeway). The Property was part of approximately 243 acres of property rezoned to Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear, by the City Council, on October 8, 2007 by Ordinance No. 07-1091, with an underlying designation of ‘Regional Retail’.

The remaining acreage within the aforementioned 243 acres of property known as Airport Gateway at Goodyear has since been rezoned or developed. Approximately 25 acres was developed as the City of Hope medical facility; approximately 25.3 acres was rezoned with Ordinance No. 2023-2279, for commercial office and multi-family uses within the Celebration Plaza PAD; approximately 43.83 acres was rezoned with Ordinance No. 2023-1569 for business park-like uses within Urban Logistics, approximately 51 acres is being considered for a rezoning for a light industrial and storage within the development at the northeast corner of Bullard Avenue and Van Buren Street and the remnant acreage being developed or devoted to right-of-way.

The Goodyear 2025 General Plan Land Use Designation for this property is ‘Business and Commerce’.

STAFF ANALYSIS

Current Policy:

A rezoning request requires public review and vote by the Planning and Zoning Commission and the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area. As set forth below, the proposed zoning is both consistent with the General Plan and will not adversely impact the surrounding area.

Details of the Request:

The current proposal requests to rezone the approximately 71.48 acres from Preliminary PAD to a PAD Zoning District with an underlying zoning district of I-1 (Light Industrial) with a PAD Overlay over the entire Property. The rezone would change the currently allowed uses on the property from preliminary Regional Retail to industrial with a PAD overlay that would allow certain additional permitted commercial uses including a large retail/convenience store with a convenience use gas station and car wash and the ability to utilize a Comprehensive Sign Package for the development of freeway pylon signs.

The use of a PAD Overlay is justified because the current development standards for I-1 (Light Industrial) does not include, as permitted uses, Gas Station Convenience Uses (defined below) with accessory car washes at the scale as is being proposed within this

development or other complimentary commercial uses. Additionally, considering the scale and size of potential commercial development along the Interstate-10, the PAD Overlay allows freeway pylon signs to be administered outside of the Use Permit process, within a Comprehensive Sign Package. The PAD Overlay also calls for design enhancements that will provide for an attractive development.

The proposed PAD overlay will modify the I-1 (Light Industrial) standards as follows:

Development Standards:

The Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to the I-1 (Light Industrial) Zoning District in the Goodyear Zoning Ordinance except as modified within the PAD Overlay. The following uses permitted in the C-2 (General Commercial) Zoning District of the Goodyear Zoning Ordinance, are collectively referred to as the ("Permitted Additional Commercial Uses"), shall be permitted uses within The Property. The Permitted Additional Commercial Uses shall be developed in accordance with the Development Standards to C-2 (General Commercial Zoning District in the Goodyear Zoning Ordinance except as otherwise modified by the Conditions and Stipulations set forth herein:

- One (1) retail store or convenience store that exceeds 50,000 square feet in size with a gas station with fueling pumps and canopies ("Large Retail User with Gas Station") shall be permitted to be developed within The Property and outdoor vending machines, ice machines, vending kiosks, outdoor display of goods, and the like shall be permitted to be stored outdoors adjacent to the retail/convenience store subject to the following:
 - The Large Retail User with Gas Station shall be developed in accordance with City of Goodyear Design Guidelines Chapter 4 (Commercial and Mixed Use Development); and,
 - The Large Retail User with Gas Station shall comply with the requirements of Article 10-12 of the Goodyear Zoning Ordinance; and,
 - In no event shall the Large Retail User with Gas Station be required to provide more than twenty (20) bicycle parking spaces and those spaces may be located up to seven hundred (700) feet from the primary building entrance; and,
 - In no event shall the Large Retail User with Gas Station contain a Truck Stop/Travel Center, which is defined as a building or buildings providing facilities used for commercial truck drivers during stopovers at the facility and may include overnight parking, maintenance of semi-trucks or commercial vehicles, showering facilities and laundry facilities; and,
 - A car wash shall be a permitted accessory use to the permitted Large Retail User with Gas Station subject to compliance with the sub-sections below:
 - Car washes are not permitted as an accessory use for any other permitted use other than as an accessory use to the one (1) permitted Large Retail User with Gas Station; and,
 - If a car wash is constructed in a stand-alone building as an accessory use, the car wash shall not be located within 300 feet of Bullard Avenue; and,
 - The noise generated from the operation of any car wash

constructed whether as a primary or accessory use shall not exceed 74.1dB from the footprint of the car wash facilities. For purposes of this stipulation footprint means the external boundaries of each car wash facility as determined by the Zoning Administrator or designee. Prior to the issuance of a Temporary Certificate of Occupancy that will allow for the operation of the car wash or a permanent Certificate of Occupancy the property owner or operator of the car wash shall submit a noise study/test that demonstrates that the noise generated by the operation of the car wash does not exceed the noise limits set forth herein. The property owner or operator of the car wash shall make all modifications to its equipment and/or to the site as needed to ensure that the noise generated from the operation of the car wash does not exceed 74.1dB as measured from the footprint of the car wash facilities; and,

- All car washes shall be developed in accordance with City of Goodyear Design Guidelines Chapter 4 (Commercial and Mixed-Use Development); and,
- Banks and financial institutions, excluding non-chartered financial institutions; and,
- Bar/cocktail lounge subject to the following conditions or limitations:
 - Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the property line of any residentially zoned or designated property. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/cocktail lounge; and,
 - The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area; and,
- Business and professional offices; and,
- Drive through windows and outdoor teller facilities for banks and financial institutions; and,
- Entertainment establishments, general, including athletic facilities, bowling alleys, electronic game centers and arcades, ice and roller rinks, miniature golf, performing arts centers, pool halls and theaters; and,
- Fine Arts Studios; and,
- Health Club; and,
- Hospital Supplies; and,
- Hotels and motels; and,
- Large Retail User, subject to compliance with the provisions of Article 4-2-7 of the Goodyear Zoning Ordinance; and,
- Personal and household services, such as barber and hair styling shops, beauty salons, clothing alterations, dry cleaning shops, furniture and appliance repair, copying services, self-service laundry, shoe repair shops (but excluding drive through facilities; and,
- Restaurants, including Drive-Through Restaurants with drive-through lanes located more than five hundred (500) feet from any residential

zoning district, but excluding Drive-In Restaurants and all other Drive-Through Restaurants except as set forth herein, subject to the following conditions or limitations:

- Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. The restaurant is located a minimum of three hundred (300) feet from the property line of any residentially zoned or designated property. The area within the restaurant designed and/or used for live music and/or entertainment activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant; and,
- Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant; and,
- Drive-Through Restaurants shall meet the requirements of Section 4-2-18 of the Goodyear Zoning Ordinance (Drive-Through Restaurants); and,
- Retail stores with sales only, excluding drive through facilities and convenience uses as defined in Article 4 of the Goodyear Zoning Ordinance; and,
- Brewpub, subject to compliance with the provisions of Article 4-2-15 of the Goodyear Zoning Ordinance; and,
- Microbrewery, producing 15,000 barrels of beer or less per year; and,
- Private business, professional, and trade schools; and,

Additional Development Standards:

- Owner shall develop the Bullard Avenue Corridor Design Treatment Strategies.
 - Retention basins, in excess of 50% of the landscaped frontage may be permitted to locate on the eastern 25 feet of the Bullard Avenue landscape setback.
- A minimum thirty-foot (30') landscape buffer is to be constructed along the northern boundary of the Property.
- A single-user freeway pylon sign may be permitted in lieu of one of the above referenced freeway pylon signs if the single-user is a retail store, convenience store or other commercial development that exceeds 50,000 square feet in size.
 - No freeway pylon sign shall exceed 85 feet in height.
- No cross-dock warehousing (i.e. warehouses with dock doors on opposing sides of the building for loading or unloading of stored goods) and no cross-dock transfer facilities (i.e. facilities that provide for the transfer of goods from incoming vehicles from one side of a building to outbound vehicles on the other side of the same building with little or no storage) are permitted on the Property.
- Buildings within the western portion of the Property that will be visible to N. Bullard Avenue shall not have roll-up doors and/or service and wash bay doors facing N. Bullard Avenue and shall be oriented in a manner so that roll-up doors and/or service and wash bay doors do not directly face N. Bullard Avenue unless other existing buildings or planned buildings that will

be constructed that will block the roll-up doors and/or service and wash bay doors from being visible from N. Bullard Avenue.

- Except as provided herein, roll-up doors and/or service and wash bay doors on the Property shall be oriented in a manner so that roll-up doors and/or service and wash bay doors do not directly face the Interstate-10 (Papago Freeway) or any public road to be developed along the southern boundary of the Property (the “Southern Roadway”).
 - Up to four (4) roll-up doors and/or service and wash bay doors shall be permitted to face Interstate-10 (Papago Freeway) and up to four (4) roll-up doors and/or service and wash bay doors shall be permitted to face the Southern Roadway.
 - Additional buildings with roll-up doors and/or service and wash bay doors that face Interstate 10 (Papago Freeway) and the Southern Roadway may be constructed provided there are existing buildings or planned buildings that will be constructed that will block the roll-up doors and/or service and wash bay doors from being visible from the Interstate-10 (Papago Freeway) and the Southern Roadway; and,
- All industrial use truck courts and dock doors located within truck courts visible from Bullard Avenue and/or the Southern Roadway shall be substantially screened from the public right-of-way through either/or a combination of building, walls and berms. If screening is required it shall be a minimum height of 10 foot in height in order to screen truck courts visible from N. Bullard Avenue and the Southern Roadway. Landscaping including berms and trees shall be included at the base of the wall facing the public roadways. This provision does not apply to the Permitted Additional Commercial Uses.
- All industrial use truck courts and dock doors located within truck courts visible from the Interstate-10 (Papago Freeway) shall be substantially screened through either/or a combination of building, walls and berms. If screening is required it shall be a minimum height of 10 foot in height in order to screen truck courts adjacent to Interstate-10 (Papago Freeway). Landscaping including berms and trees shall be included at the base of the wall facing the freeway. This provision does not apply to the Permitted Additional Commercial Uses.
- Buildings should include bold colors and not simply be a gray base color with shades of gray, black and white but rather a neutral desert base color with additional bolder accent colors to add vibrancy unless the Development Services Director or designee has determined that alternative color and design elements are consistent with the requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the design elements.

Evaluation Criteria:

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

1. Consistency with the General Plan.

The subject property is located within the Business & Commerce land use category of the city’s 2025 General Plan. This category is intended to provide areas for the growth and development of Goodyear’s economic base, including large areas for shopping and entertainment that are regionally significant (typically serving a trade area of 5?10 miles or larger). Business &

Commerce does also include uses such as business parks, offices, warehouses, regional hospitals, high density residential that supports the area, and other light industrial uses that are also appropriate, in certain areas. This rezoning to I-1 (Light Industrial) with a PAD Overlay proposes certain commercial and light industrial uses that are consistent with the General Plan Business & Commerce land use category.

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

The Site is generally flat with no physical or natural features that would hinder the development of the proposed project.

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

Current and future uses and development of the properties surrounding the subject property include:

North – Interstate 10 (Papago Freeway), Centerscape at Palm Valley and Goodyear Retention Basins;

South – Vacant Agriculture and Urban Logistics Light Industrial/Business Park;

East – Vacant Celebration Plaza Horizontal Mixed-Use Development;

West – Bullard Avenue, Vacant Agriculture and Campbell's facility;

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

Luke Air Force Base:

The property does not fall within the Luke Air Force Base Accident Potential Zone or the DNL. However, the subject property is located within the vicinity of a military airport. Given the location of the property and the proposed zoning, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL.

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

The applicant has indicated there is market demand and user demand for light industrial uses and a large commercial user.

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

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Due to the non-residential nature of the land use, the school district should not be impacted from a student enrollment standpoint.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #181	.59	.29	Fire Station #183	5.5	2.77

Police Response:

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

Streets/Transportation:

The property will be largely accessed from Bullard Avenue and is anticipated to be accessed from a future (east west) public road on the southern boundary of the property. The future east-west public road will also provide the property with access to 143rd Avenue. The Engineering Department has created stipulations to address traffic requirements applicable to this development. Those stipulations include the requirement for improvements along Bullard Avenue.

Water/Wastewater:

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

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

The developer will be responsible for extending service infrastructure needed to support the property and will pay their proportionate share of impact fees for regional growth.

8. General public concerns.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:

An alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to 16 owners of property within 500 feet of the subject property and other stakeholders on September 21, 2023. There was no objection to the rezone received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on January 17, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023.

On January 18, 2024, the Planning and Zoning Commission held a

public hearing for this item. After the staff presentation, a request was made on behalf of the owner of the Southwest Specialty Foods property located across Bullard from the Property. The stipulation requested was to require property owner to relocate existing traffic signals located at the private driveway of the Snyder's property and at the entrance from Bullard to the Property to align with the alignment of Roosevelt Street. Staff informed the Commission that staff did not support that recommended stipulation addition for a number of reasons. First and foremost, this is a private matter. The traffic signals are located at private driveways, not public roads, making this a private matter. Second, the location of the driveway into the Property being zoned will have to be evaluated during the site plan process as ADOT approval will be needed because of the proximity of the interchange. The Planning and Zoning Commission voted (7-0) to recommend approval, subject to the staff proposed stipulations.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on January 29, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023.

9. Whether the amendment promotes orderly growth and development.

The subject property is within a quarter mile of existing development and located within the proximity of City services and infrastructure.

10. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

The proposed development will rezone one of the final pieces of largely agricultural land surrounding the City of Hope medical facility from an agricultural site into a light industrial with certain commercial development that creates jobs and attracts regional visitors. The site is proximate to the junction of Interstate-10 (Papago Freeway) and Bullard Avenue along a major transportation corridor between Phoenix and Los Angeles.

Attachments

Ordinance and Exhibits

Aerial Exhibit

Narrative

Staff Presentation

Applicant Presentation

ORDINANCE NO. 2024-1595

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 71.48 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF BULLARD AVENUE AND INTERSTATE-10 (PAPAGO FREEWAY) TO BE KNOWN AS SEC OF BULLARD AND I-10, FROM PRELIMINARY PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF I-1 (LIGHT INDUSTRIAL) AND A PLANNED AREA DEVELOPMENT (PAD) OVERLAY; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, this property subject to this Ordinance consists of approximately 71.48 acres and is located at the southeast corner of Bullard Avenue and the Interstate-10 (Papago Freeway) and is known as SEC of Bullard and I-10 as more particularly described in that certain document titled "Legal Description – FULL PROPERTY," which document is declared a public record herein and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Property"); and,

WHEREAS, on October 8, 2007, the City Council of the City of Goodyear adopted Ordinance No. 07-1091 conditionally rezoning the approximately 243 acres to Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear; and

WHEREAS, the approximately 71.48 acres known as SEC Bullard and I-10 is within a portion of the aforementioned 243 acres zoned Preliminary Planned Area Development (PAD) for Airport Gateway at Goodyear, Ordinance No. 07-1091; and,

WHEREAS, the approximately 71.48 acres of Property is designated as 'Regional Retail' which contemplated uses such as banks, hotels, convention facilities, restaurants, gas stations and general retail amongst others; and,

WHEREAS, the General Plan Land Use Plan shows the Property designated as 'Business and Commerce'; and,

WHEREAS, this request intends to replace the Regional Retail uses on this property with I-1 (Light Industrial), subject to modified Planned Area Development (PAD) Overlay as established with this Ordinance; and,

WHEREAS, the applicant desires to construct freeway pylon signs without requiring a Use Permit; and,

WHEREAS, city staff finds that the proposed rezoning will not adversely impact the surrounding area as the proposed land uses will allow for the orderly growth and development of a commercial and business park development; and,

WHEREAS, an alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to the owners of property within 500 feet of the subject property and other stakeholders on September 21, 2023; and,

WHEREAS, public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on January 17, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and signs were updated on the site to advertise the public hearing on December 28, 2023; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on January 17, 2024, and at that meeting the Commission voted (6-0) to recommend approval of the proposed amendment; and,

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on January 29, 2024 appeared in the Arizona Republic Southwest Valley Edition December 29, 2023; postcards were mailed to adjoining owners on December 20, 2023; and a sign was posted on the site on December 28, 2023; and,

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

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

SECTION 1 DECLARATIONS OF PUBLIC RECORDS

That certain document titled "Official Supplementary Zoning Map No. 23-09", a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled "Legal Description for Ordinance 2024-1595", a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

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

SECTION 2 ADOPTION OF FINDINGS

The clauses set forth above are hereby adopted and incorporated herein by this reference as if fully set forth herein.

SECTION 3. DESCRIPTION OF PROPERTY BEING REZONED

This Ordinance No. 2024-1595 applies to approximately 71.48 acres located at the southeast corner of N. Bullard Avenue and Interstate-10 (Papago Freeway) and legally described in that certain document titled "Legal Description for Ordinance No. 2024-1595" attached hereto as Exhibit B and declared a public

record herein, which is hereby referred to and made a part hereof as if fully set forth in this Ordinance (the "Property").

SECTION 4. REZONING WITH PLANNED AREA DEVELOPMENT OVERLAY

The Property, consisting of approximately 71.48 gross acres and legally described and depicted in that certain document titled "Legal Description for Ordinance 2024-1595", attached hereto as Exhibit B and declared a public record herein, which is hereby referred to and made a part hereof as if fully set forth in this Ordinance ("The Property") is conditionally rezoned to the Planned Area Development (PAD) Zoning District with an underlying zoning district of I-1 (Light Industrial) Zoning District with the following PAD (Planned Area Development) Overlay (the "PAD Overlay"). The Property shall be developed in accordance with the Permitted Uses and Development Standards applicable to the I-1 (Light Industrial) Zoning District in the Goodyear Zoning Ordinance except as modified herein and except as further modified by the Conditions of Approval/Stipulations set forth in this Section and Section 5 below:

1. The following uses permitted in the C-2 (General Commercial) Zoning District of the Goodyear Zoning Ordinance, are collectively referred to as the ("Permitted Additional Commercial Uses"), shall be permitted uses within The Property. The Permitted Additional Commercial Uses shall be developed in accordance with the Development Standards to C-2 (General Commercial) Zoning District in the Goodyear Zoning Ordinance except as otherwise modified by the Conditions and Stipulations set forth herein:
 - 1.1. One (1) retail store or convenience store that exceeds 50,000 square feet in size with a gas station with fueling pumps and canopies ("Large Retail User with Gas Station") shall be permitted to be developed within The Property and outdoor vending machines, ice machines, vending kiosks, outdoor display of goods, and the like shall be permitted to be stored outdoors adjacent to the retail/convenience store subject to the following:
 - 1.1.1. The Large Retail User with Gas Station shall be developed in accordance with City of Goodyear Design Guidelines Chapter 4 (Commercial and Mixed-Use Development); and,
 - 1.1.2. The Large Retail User with Gas Station shall comply with the requirements of Article 10-12 of the Goodyear Zoning Ordinance; and,
 - 1.1.3. In no event shall the Large Retail User with Gas Station be required to provide more than twenty (20) bicycle parking spaces and those spaces may be located up to seven hundred (700) feet from the primary building entrance; and,
 - 1.1.4. In no event shall the Large Retail User with Gas Station contain a Truck Stop/Travel Center, which is defined as a building or buildings providing facilities used for commercial truck drivers during stopovers at the facility and may include overnight parking, maintenance of semi-trucks or commercial vehicles, showering facilities and laundry facilities; and,
 - 1.1.5. A car wash shall be a permitted accessory use to the permitted Large Retail User with Gas Station subject to compliance with the sub-sections below:

- 1.1.5.1. Car washes are not permitted as an accessory use for any other permitted use other than as an accessory use to the one (1) permitted Large Retail User with Gas Station; and,
- 1.1.5.2. If a car wash is constructed in a stand-alone building as an accessory use, the car wash shall not be located within 300 feet of Bullard Avenue; and,
- 1.1.5.3. The noise generated from the operation of any car wash constructed whether as a primary or accessory use shall not exceed 74.1dB from the footprint of the car wash facilities. For purposes of this stipulation footprint means the external boundaries of each car wash facility as determined by the Zoning Administrator or designee. Prior to the issuance of a Temporary Certificate of Occupancy that will allow for the operation of the car wash or a permanent Certificate of Occupancy the property owner or operator of the car wash shall submit a noise study/test that demonstrates that the noise generated by the operation of the car wash does not exceed the noise limits set forth herein. The property owner or operator of the car wash shall make all modifications to its equipment and/or to the site as needed to ensure that the noise generated from the operation of the car wash does not exceed 74.1dB as measured from the footprint of the car wash facilities; and,
- 1.1.5.4. All car washes shall be developed in accordance with City of Goodyear Design Guidelines Chapter 4 (Commercial and Mixed-Use Development); and,
- 1.2. Banks and financial institutions, excluding non-chartered financial institutions; and,
- 1.3. Bar/cocktail lounge subject to the following conditions or limitations:
 - 1.3.1. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the property line of any residentially zoned or designated property. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/cocktail lounge; and,
 - 1.3.2. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area; and,
- 1.4. Business and professional offices; and,
- 1.5. Drive through windows and outdoor teller facilities for banks and financial institutions; and,
- 1.6. Entertainment establishments, general, including athletic facilities, bowling alleys, electronic game centers and arcades, ice and roller rinks, miniature golf, performing arts centers, pool halls and theaters; and,
- 1.7. Fine Arts Studios; and,
- 1.8. Health Club; and,
- 1.9. Hospital Supplies; and,
- 1.10. Hotels and motels; and,
- 1.11. Large Retail User, subject to compliance with the provisions of Article 4-2-7 of the Goodyear Zoning Ordinance; and,

- 1.12. Personal and household services, such as barber and hair styling shops, beauty salons, clothing alterations, dry cleaning shops, furniture and appliance repair, copying services, self-service laundry, shoe repair shops (but excluding drive through facilities; and,
 - 1.13. Restaurants, including Drive-Through Restaurants with drive-through lanes located more than five hundred (500) feet from any residential zoning district, but excluding Drive-In Restaurants and all other Drive-Through Restaurants except as set forth herein, subject to the following conditions or limitations:
 - 1.13.1. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. The restaurant is located a minimum of three hundred (300) feet from the property line of any residentially zoned or designated property. The area within the restaurant designed and/or used for live music and/or entertainment activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant; and,
 - 1.13.2. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant; and,
 - 1.13.3. Drive-Through Restaurants shall meet the requirements of Section 4-2-18 of the Goodyear Zoning Ordinance (Drive-Through Restaurants); and,
 - 1.14. Retail stores with sales only, excluding drive through facilities and convenience uses as defined in Article 4 of the Goodyear Zoning Ordinance; and,
 - 1.15. Brewpub, subject to compliance with the provisions of Article 4-2-15 of the Goodyear Zoning Ordinance; and,
 - 1.16. Microbrewery, producing 15,000 barrels of beer or less per year; and,
 - 1.17. Private business, professional, and trade schools; and,
2. Owner, at Owner's sole cost and expense, except as otherwise provided in a Development Agreement approved by the Goodyear City Council, shall develop a 50-foot wide landscape buffer along the frontage of the western boundary of the Property adjacent to Bullard Avenue that complies with the design strategies as established within that certain document titled "Bullard Avenue Corridor Design Treatment Strategies November 2018", which document was declared a public record by Resolution No. 2018-1914, and which is referred to and made a part hereof as if fully set forth in this Ordinance (the "Bullard Avenue Landscape Buffer"). No Final Certificate of Occupancy shall be issued for any structure that abuts Bullard Avenue until the Bullard Avenue Landscape Buffer has been completed; and,
 - 2.1. Retention basins, in excess of 50% of the landscaped frontage may be permitted to locate on the eastern 25 feet of the Bullard Avenue landscape setback; and,
 3. A minimum thirty-foot (30') landscape buffer is to be constructed along the northern boundary of the Property. The buffer shall include a minimum of

one 24-inch nondeciduous box tree and one 15-gallon nondeciduous box tree shall be planted for every 30-feet of highway-adjacent lot line, or in equivalent groupings. If such trees are restricted or prohibited by Arizona Public Service and/or Roosevelt Irrigation District, the Zoning Administrator and/or his/her designee may approve an alternative tree spacing or alternative to trees within the (30') landscape buffer; and,

4. A maximum of two (2) freeway pylon signs may be permitted on the Property without obtaining a use permit, subject to the following provisions below:
 - 4.1. A single-user freeway pylon sign may be permitted in lieu of one of the above referenced freeway pylon signs if the single-user is a retail store, convenience store or other commercial development that exceeds 50,000 square feet in size; and,
 - 4.2. No freeway pylon sign shall exceed 85 feet in height; and,
5. No cross-dock warehousing (i.e. warehouses with dock doors on opposing sides of the building for loading or unloading of stored goods) and no cross-dock transfer facilities (i.e. facilities that provide for the transfer of goods from incoming vehicles from one side of a building to outbound vehicles on the other side of the same building with little or no storage) are permitted on the Property; and,
6. Buildings within the western portion of the Property that will be visible to N. Bullard Avenue shall not have roll-up doors and/or service and wash bay doors facing N. Bullard Avenue and shall be oriented in a manner so that roll-up doors and/or service and wash bay doors do not directly face N. Bullard Avenue unless other existing buildings or planned buildings that will be constructed that will block the roll-up doors and/or service and wash bay doors from being visible from N. Bullard Avenue; and,
7. Except as provided herein, roll-up doors and/or service and wash bay doors on the Property shall be oriented in a manner so that roll-up doors and/or service and wash bay doors do not directly face the Interstate-10 (Papago Freeway) or any public road to be developed along the southern boundary of the Property (the "Southern Roadway").
 - 7.1. Up to four (4) roll-up doors and/or service and wash bay doors shall be permitted to face Interstate-10 (Papago Freeway) and up to four (4) roll-up doors and/or service and wash bay doors shall be permitted to face the Southern Roadway; and
 - 7.2. Additional buildings with roll-up doors and/or service and wash bay doors that face Interstate 10 (Papago Freeway) and the Southern Roadway may be constructed provided there are existing buildings or planned buildings that will be constructed that will substantially block the roll-up doors and/or service and wash bay doors from being visible from the Interstate-10 (Papago Freeway) and the Southern Roadway; and,
8. All industrial use truck courts and dock doors located within truck courts visible from Bullard Avenue and/or the Southern Roadway shall be substantially screened from the public right-of-way through either/or a

combination of building, walls and berms. If screening is required it shall be a minimum height of 10 foot in height in order to screen truck courts visible from N. Bullard Avenue and the Southern Roadway. Landscaping including berms and trees shall be included at the base of the wall facing the public roadways. This provision does not apply to the Permitted Additional Commercial Uses; and,

9. All industrial use truck courts and dock doors located within truck courts visible from the Interstate-10 (Papago Freeway) shall be substantially screened through either/or a combination of building, walls and berms. If screening is required it shall be a minimum height of 10 foot in height in order to screen truck courts adjacent to Interstate-10 (Papago Freeway). Landscaping including berms and trees shall be included at the base of the wall facing the freeway. This provision does not apply to the Permitted Additional Commercial Uses; and,
10. Buildings should include bold colors and not simply be a gray base color with shades of gray, black and white but rather a neutral desert base color with additional bolder accent colors to add vibrancy unless the Development Services Director or designee has determined that alternative color and design elements are consistent with the requirements set forth in this Ordinance or provide an equal or greater level of quality and functionality as the design elements.

SECTION 5. CONDITIONS OF REZONING

The rezoning of the Property is subject to the following conditions of approval ("Stipulations"):

1. Approval of the rezoning does not constitute approval of any site plan for development within the Property. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access, and circulation; and,
2. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Property and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permits for work within the Property, whichever is earlier; and,
3. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the City of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, all Building Codes and Regulations adopted by the City of Goodyear, and all other federal,

state and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and,

4. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property shall include the following disclosures:

- a. The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from Luke Air Force Base and or the Phoenix-Goodyear Airport; and

All final plats and minor land divisions subdividing all or part of the Property and all site plans for development within the Property shall include notes setting forth the foregoing requirements; and,

5. In addition to constructing the infrastructure improvements specifically identified herein, Owner shall construct, at no cost to the city, unless otherwise agreed to within an approved Development Agreement, all infrastructure improvements required by the City of Goodyear subdivision regulations, all Building Codes and Regulations adopted by city, and the Engineering Design Standards and Policy Manual in effect at the time of construction; and,
6. The references to specific obligations that are addressed in the City's Development Regulations, which include but is not limited to, the requirements in the City of Goodyear Engineering Design Standards and Policies Manual, the City of Goodyear Subdivision Regulations, the City of Goodyear Zoning Ordinance, and the Building Codes and Regulations adopted by the City of Goodyear, does not relieve Owner of complying with all applicable Development Regulations, and
7. Owner shall dedicate, at no cost to the city, unless otherwise agreed to within an approved Development Agreement, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear

subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements (except for those easements in existence as of the date hereof) or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or when requested by the City Engineer or his/her designee, whichever is earlier; and,

8. All existing above ground utilities, except for electric lines that are 69kV or larger, located within the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the city, unless otherwise agreed to within an approved Development Agreement. Unless modified by a written phasing plan approved by the City Engineer or his/her designee or by a development agreement approved by the Goodyear City Council, the undergrounding of the utilities required herein shall be completed prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, and,
9. No final plat shall be recorded, and/or no certificate of occupancy shall be issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat, and/or construction document. All required approvals and easements shall be in a form acceptable to the City Engineer or his/her designee; and,
10. Any modifications to existing private irrigation facilities as a result of the development of the Property shall be coordinated with the appropriate Irrigation District/private owner; and,
11. Notwithstanding anything to the contrary in this Ordinance, Owner shall convey the right-of-way and/or easements that are to be conveyed pursuant to the terms of this Ordinance prior to the deadlines for conveyance set forth herein or in a written phasing plan or development upon the written request by the City Engineer or his/her designee if such right-of-way and/or easement(s) are required for the construction of public infrastructure improvements by the city or others; and,
12. If any of the infrastructure improvements Owner is required to design and construct pursuant to the terms of this Ordinance have been constructed or is to be constructed by others, Owner shall remit a payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an

engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid prior to or concurrent with the recordation of a Final Plat triggering Owner's obligation to design and construct the infrastructure improvements or permit issuance, pursuant to an approved Site Plan, whichever is earlier; and,

13. Owner has submitted a Traffic Impact Analysis (TIA) dated, November 7, 2023 which identified proposed mitigation measures, which has not been approved by the city; and,
14. If the development of a Large Retail User with Gas Station occurs on The Property, improvements at N. Bullard Avenue and I-10 are required. The cost of these improvements are 100% the obligation of the developer of the Large Retail User with Gas Station. In conjunction with site plan and/or construction documents the applicant shall provide an updated traffic study that details out the improvements described in general terms below and in the attached exhibit. The improvements to Bullard Avenue between the Interstate-10 on and off ramps are as follows:
 - Restripe the Bullard Avenue roadway in order to create:
 - a. 2 northbound through travel lanes; and,
 - b. 1 northbound shared through travel lane and northbound to westbound Interstate-10 (Papago Freeway) left turn lane; and,
 - c. 3 southbound through travel lanes; and,
 - d. 2 southbound left turn lanes to eastbound Interstate-10 (Papago Freeway); and,
 - e. Remove median on Bullard Avenue to facilitate the restriping; and,
 - f. The outside lanes of Bullard Avenue are to be 11.5' in width and there will be no dedicated bike lanes provided; and,
 - Construct new improvements to create:
 - a. 1 additional northbound dedicated right turn lane from Bullard Avenue to eastbound Interstate-10 (Papago Freeway); and,
 - b. 1 additional eastbound lane at the Interstate-10 (Papago Freeway) off-ramp to Bullard Avenue; and,
 - c. 1 additional westbound lane at the Interstate-10 (Papago Freeway) off-ramp to Bullard Avenue; and,
 - Reconstruction of the physical Interstate-10 (Papago Freeway) overpass or widening of the underpass beneath Interstate-10 (Papago Freeway) at N. Bullard Avenue shall not be required by the Owner of The Property or the developer of the Large Retail User with Gas Station, nor shall either such party be required to contribute any portion of the cost of any future reconstruction or widening of such overpass or underpass, whether through a cost recovery agreement or otherwise; and,
15. Owner shall submit updated Traffic Impact Analysis (TIA), with each Preliminary Plat submittal and Site Plan submittal which shall be subject

to review and shall be approved by the Goodyear City Engineer and Arizona Department of Transportation. The TIA shall comply with and adhere to the Maricopa County Department of Transportation (MCDOT) Traffic Impact Study Manual requirements and the City of Goodyear Engineering Design Standards (EDS) and Policies Manual. Except as modified by a Development Agreement or Reimbursement Agreement, which is approved by the Goodyear City Council, Owner shall, at Owner's sole cost and expense, construct all required improvements described in the approved TIA(s), except for any reconstruction of the physical Interstate-10 (Papago Freeway) overpass or widening of the underpass beneath Interstate-10 (Papago Freeway).

SECTION 6. ABRIDGMENT OF OTHER LAWS

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

SECTION 7. AMENDMENT TO ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 4 of this Ordinance by the adoption of that certain document titled, "Supplementary Zoning Map No. 23-09," declared a public record herein, and which is referred to and made a part hereof as if fully set forth in this Ordinance, and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 9. CORRECTIONS

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

SECTION 9. SEVERABILITY

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

SECTION 10. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 10. PENALTIES

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

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

SECTION 11. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

All exhibits are on file with the City Clerk's Office online at
<https://www.goodyearaz.gov/government/departments/city-clerk-s-office/public-notice>
or at Goodyear City Hall, 1900 N Civic Square, Goodyear, AZ 85395.

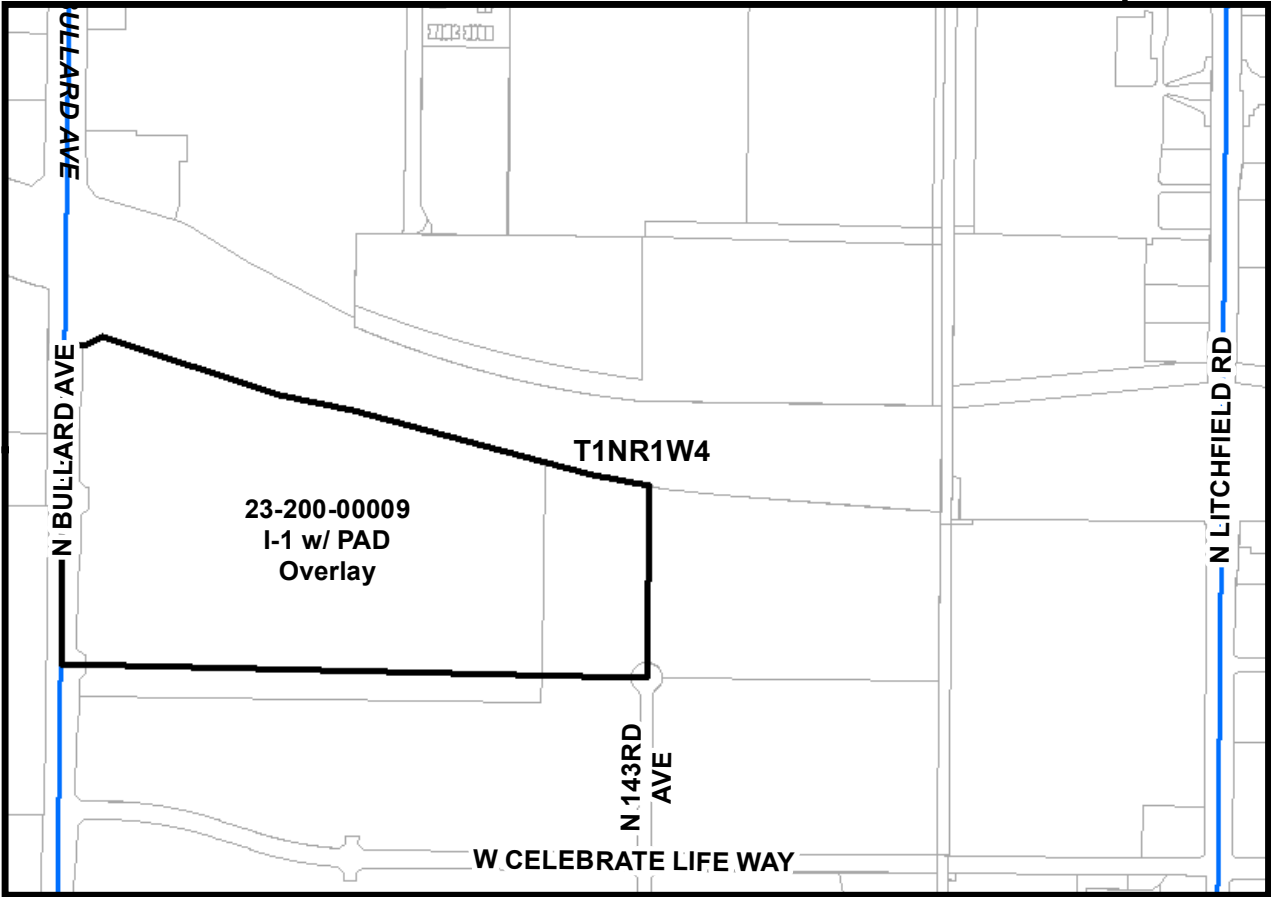
OFFICIAL SUPPLEMENTARY ZONING MAP NO. 23-09
AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF
THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO. _____,
PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA,
THIS _____ DAY OF _____, 2024.

MAYOR

CITY CLERK

SUBJECT PROPERTY:

**A portion of the Southwest Quarter Section 4, Township 1 North,
Range 1 West of the Gila and Salt River Base and Meridian,
Maricopa County, Arizona.**



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT A	REZONE FROM PRELIMINARY PAD TO I - 1 W/ PAD OVERLAY 23-200-00009	DATE: January 2024
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Exhibit B Legal Description for Ordinance 2023-1595

A PORTION OF LOT 2B, MINOR LAND DIVISION OF LOT 2B OF AIRPORT GATEWAY AT GOODYEAR, RECORDED IN BOOK 1033 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, SITUATED IN THE NORTHWEST AND SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER CORNER OF SAID SECTION 4, A CITY OF GOODYEAR BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 4, A BRASS CAP IN HANDHOLE, BEARS SOUTH 00°31'51" WEST, A DISTANCE OF 2629.66 FEET;

THENCE NORTH 00°32'14" EAST, ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 4, A DISTANCE OF 737.48 FEET;

THENCE DEPARTING SAID WEST LINE SOUTH 89°27'46" EAST, A DISTANCE OF 85.00 FEET TO THE NORTHWESTERLY CORNER OF SAID LOT 2B;

THENCE NORTH 63°46'41" EAST, ALONG THE WESTERLY LINE OF SAID LOT 2B, A DISTANCE OF 99.90 FEET, TO THE NORTHERLY LINE OF SAID LOT 2B;

THENCE DEPARTING SAID WESTERLY LINE, SOUTH 71°45'42" EAST, A DISTANCE OF 842.20 FEET, TO A FOUND 5/8" REBAR;

THENCE DEPARTING SAID LINE, SOUTH 77°57'19" EAST, A DISTANCE OF 341.13 FEET;

THENCE, SOUTH 75°25'48" EAST, A DISTANCE OF 906.19 FEET;

THENCE SOUTH 74°28'05" EAST, A DISTANCE OF 201.40 FEET;

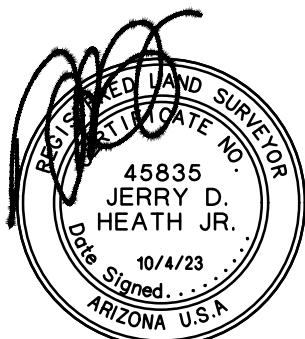
THENCE SOUTH 79°20'17" EAST, A DISTANCE OF 272.32 FEET TO THE EAST LINE OF SAID LOT 2B;

THENCE DEPARTING SAID LINE, SOUTH 00°26'36" WEST, ALONG THE EAST LINE OF SAID LOT 2B, A DISTANCE OF 870.36 FEET;

THENCE DEPARTING SAID LINE, NORTH 88°49'32" WEST, A DISTANCE OF 2654.06 FEET, TO THE WEST LINE OF SAID SECTION 4;

THENCE NORTH 00°31'51" EAST, ALONG THE WEST LINE OF SAID SECTION 4, A DISTANCE OF 702.21 FEET, TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 3,113,778 SQUARE FEET OR 71.483 ACRES, MORE OR LESS.



PAGE 1 OF 4

TITLE: XB05 EXHIBIT

DATE: 10/04/23

DESC: ZONING
LEGAL DESC.

HUNTER

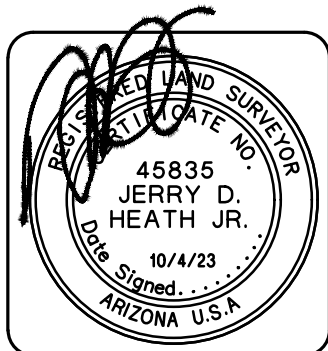
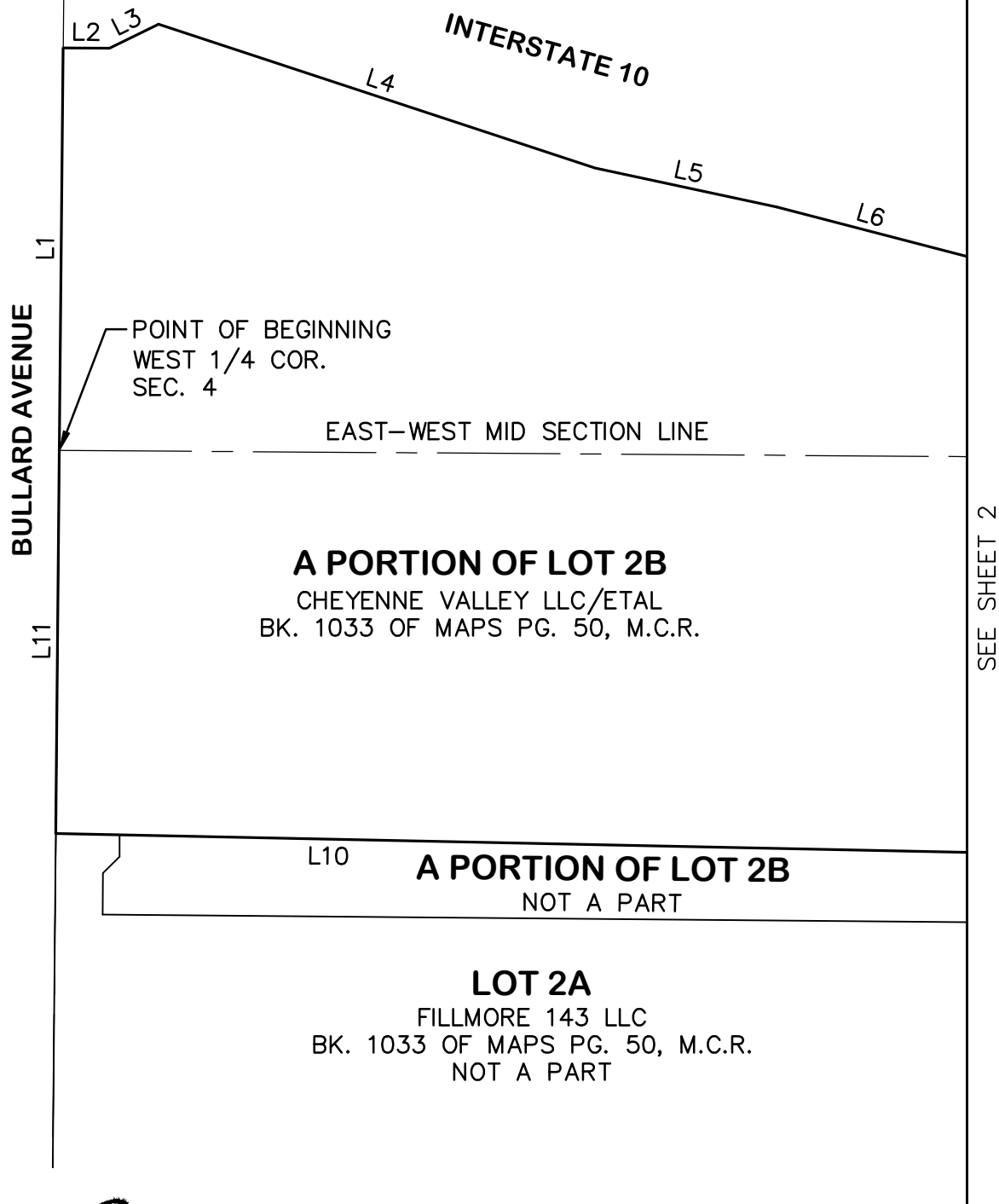
ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.EJMD002

Exhibit B Legal Description for Ordinance 2023-1595



PAGE 2 OF 4

TITLE: XB05 EXHIBIT
SCALE: 1" = 300'
DATE: 10/04/23
DESC: ZONING
LEGAL DESC.

HUNTER

ENGINEERING

CIVIL AND SURVEY

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

PROJ. # EJMD002

Exhibit B Legal Description for Ordinance 2023-1595

SEE SHEET 1

INTERSTATE 10

L6

L7

L8

REMAINDER OF LOT 2B

CHEYENNE VALLEY LLC/ETAL
BK. 1033 OF MAPS PG. 50, M.C.R.

L9

L10

LOT 2A

FILLMORE 143 LLC
BK. 1033 OF MAPS PG. 50, M.C.R.
NOT A PART



LEGEND:

- IRON PIPE FOUND
- MAG NAIL
- ⊙ NAIL
- △ PK/WASHER
- SPIKE
- ⊙ COTTON PICKER SPINDLE
- ⊠ ALUMINUM CAP IN HANDHOLE
- ⊠ BRASS CAP IN HANDHOLE
- ⊙ BRASS CAP FLUSH
- ⊙ ALUMINUM CAP FLUSH
- SET REBAR

- MONUMENT LINE
- PROPERTY LINE
- EASEMENT LINE
- RIGHT-OF-WAY LINE

PAGE 3 OF 4

TITLE: **XB05 EXHIBIT**
SCALE: 1" = 300'
DATE: 10/04/23
DESC: ZONING
LEGAL DESC.

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
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T 480 991 3985
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CIVIL AND SURVEY

PROJ.NO. EJMD002

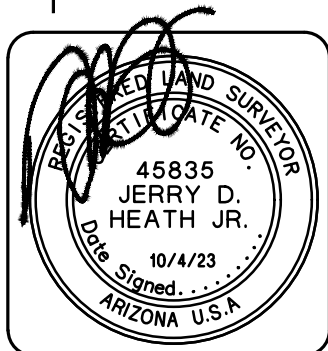
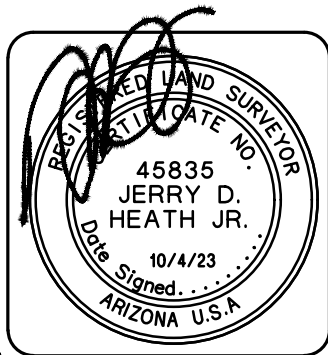


Exhibit B Legal Description for Ordinance 2023-1595

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°32'14"E	737.48'
L2	S89°27'46"E	85.00'
L3	N63°46'41"E	99.90'
L4	S71°45'42"E	842.20'
L5	S77°57'19"E	341.13'
L6	S75°25'48"E	906.19'
L7	S74°28'05"E	201.40'
L8	S79°20'17"E	272.32'
L9	S00°26'36"W	870.36'
L10	N88°49'32"W	2654.06'
L11	N00°31'51"E	702.21'



PAGE 4 OF 4

TITLE: XB05 EXHIBIT

SCALE: N.T.S.

DATE: 10/04/23

DESC: ZONING
LEGAL DESC.

HUNTER

ENGINEERING

10450 N. 74TH ST., SUITE 200
SCOTTSDALE, AZ 85258
T 480 991 3985
F 480 991 3986

CIVIL AND SURVEY

PROJ.NO.EJMD002



Aerial Exhibit
23-200-00009
SEC of Bullard and I-10



Buc-ee's Travel Center

Rezoning Narrative

SEC of I-10 and Bullard

Project Number: PRJ23-34028
November 10, 2023

Prepared by:
Berry Riddell LLC
Wendy Riddell, Esq.
Elyse DiMartino, Planner
6750 East Camelback Road, Suite 100
Scottsdale, Arizona 85251

REQUEST

The purpose of this request is to seek a rezoning for an approximate 71.47 gross-acre property located at the southeast corner of Bullard Avenue and the Interstate 10 (“I-10”) Freeway (the “Site”). The Site consists of two parcels, designated as Maricopa County Assessor Parcel Numbers 500-10-721C and 500-10-722B, as shown on the aerial map below. The proposed rezoning will change the Site’s zoning from Planned Area Development (“PAD”) to Light Industrial Park (“I-1”) with a PAD Overlay. The rezoning will adopt I-1 uses and through the PAD Overlay, will also retain the uses allowed in the General Commercial (“C-2”) District. The proposed rezoning and Overlay will allow the Site to develop as Buc-ee’s retail store with a service station and with industrial uses.

Context Aerial



SURROUNDING CONTEXT

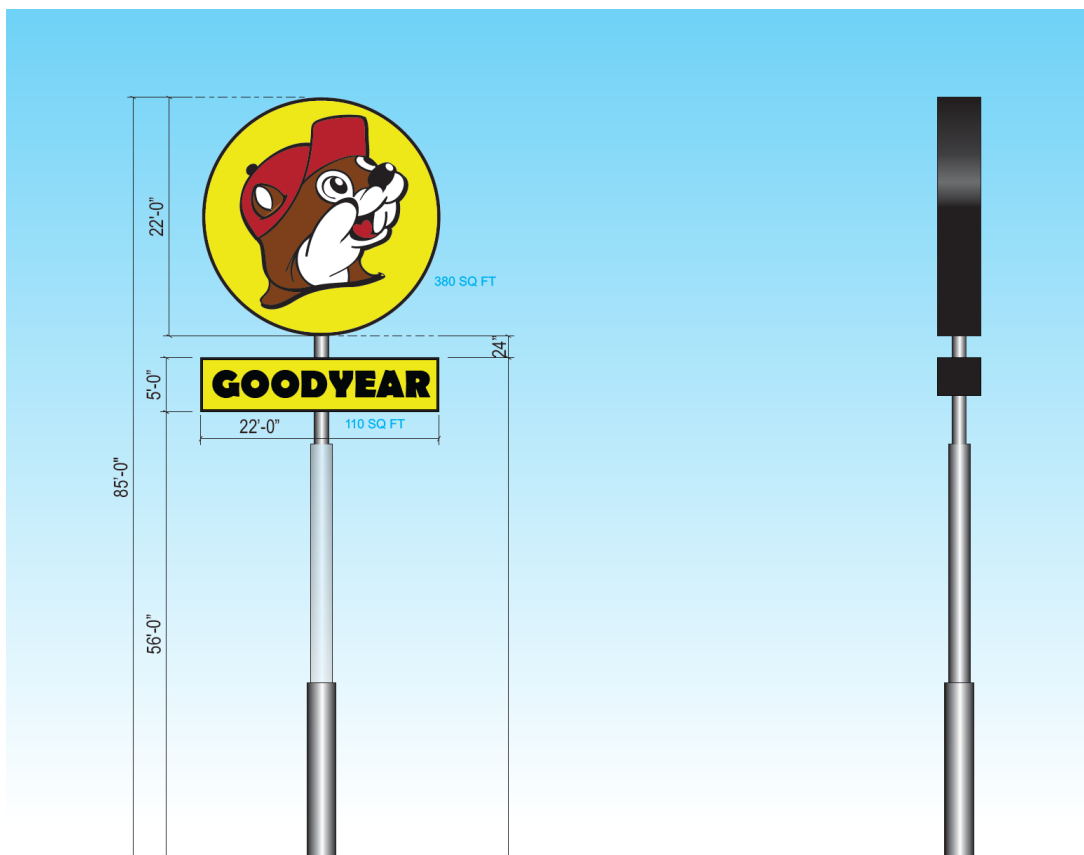
The Site is currently being used for agricultural purposes. To the north of the Site is the Interstate 10 (the “I-10”). The Site is bounded to the east and south by agricultural land, also zoned PAD.A

A PAD was approved recently for Urban Logistics on the site to the south. Located to the west, across Bullard Avenue, is agricultural land that is zoned I-1 and Agricultural Urban ("AU"). The Site is located along Bullard Road, an arterial road, and is backed to the north by the I-10 Freeway. Given the location and surrounding land uses, this is a prime area for a Buc-ee's retail store with a service station and an industrial development.

PERMITTED USES

Permitted Uses within the PAD shall be limited to use provisions noted in Article 3-3 Section 3-3-3 (C-2 General Commercial District) and Article 3-4 Section 3-4-1 (I-1 Light Industrial District), in addition to the following permitted uses:

- Service stations, no use permit required;
- Outdoor sales and storage, no use permit required; and,
- Freeway pylon signs, no use permit required.

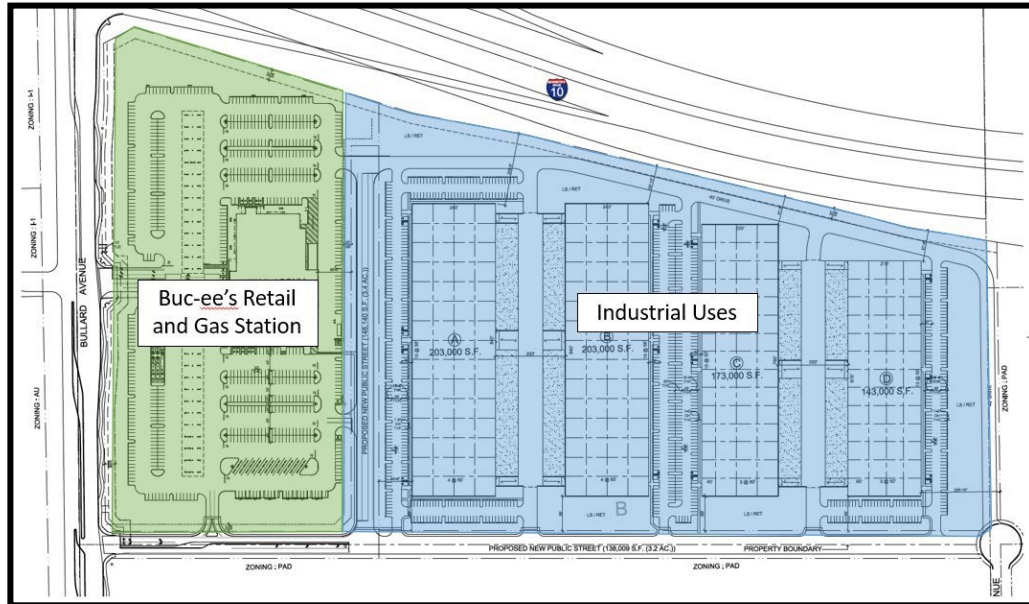


DEVELOPMENT PLAN

The intent is to divide the Site into two uses. As shown below, the westernmost portion of the Site, along Bullard Avenue, will be developed with a Buc-ee's Travel Center and service station. The remainder of the Site, to the east of the proposed Buc-ee's, is intended to be developed with industrial uses. To increase the Site's vehicular connectivity, two new public streets will be

constructed. The first is proposed to run along the southern border of the Site and will connect Bullard Avenue and 143rd Avenue. The other will divide the Site's uses, with the Buc-ee's located to the west of the roadway and the industrial uses to the east. As described below, each use is a standalone development that will have its own access points, parking, and interior circulation systems.

Conceptual Site Plan



Buc-ee's Retail Uses

As previously stated, the westernmost portion of the Site, running along Bullard Avenue, will be developed as a +/- 75,400-square-foot Buc-ee's retail store with a service station and associated parking. Two vehicular access points to Buc-ee's are proposed. The first will be located on Bullard Avenue and the second is proposed on the new public street along the south boundary of the proposed development. Each access will provide both ingress and egress and full vehicular movements. Approximately 713 surface parking stalls are proposed. The architectural design of the proposed Buc-ee's will be similar to existing Buc-ee's Travel Centers, which utilizes muted colors and materials with pops of accent colors. Please note that the site plan and design will be finalized through the site plan review process.

Industrial Uses

As previously stated, it is intended to develop the eastern portion of the site with light industrial uses. The proposed light industrial development will be comprised of four buildings with rear-loader back-to-back truck courts and associated parking. To remain sensitive to the surrounding context, the largest buildings will be located to the west, abutting the proposed Buc- ee's, and stepped down in size to the east. The two buildings located closest to the Buc-ee's will be approximately 203,000 square feet in size. The third and fourth buildings heading east are approximately 173,000 square feet in size and 143,000 square feet in size, respectively. All truck

court loading and unloading activity will be screened from the I-10 Freeway to the north and the proposed new street to the south of the development.

The proposed development will contain ~~four~~ multiple access points to the Site, all of which will be located on the proposed new public streets along the south and west boundaries of the light industrial Site. An internal truck loop road at the north side of the site will connect with the proposed new streets to the south and west of the light industrial development to separate vehicular and semi-truck movements within the site. Approximately 817 standard parking stalls will be provided throughout the Site. ADA parking will be provided at not less than the 2% minimum.

In an effort to provide a high-level modern aesthetic, the proposed light industrial use will be designed with both cool and warm earth tones coupled with accent materials such as metal panel, composite wood and textured concrete masonry. Additional texture will be implemented into the facades by way of interesting reveal patterns and other techniques to add relief to the concrete walls, that not only bestows depth and character upon the concrete walls but also transcends the monotonous rhythm of conventional tilt-up construction, thus presenting a more visually captivating composition. Glass building entries will be protected from the elements with the help of steel shade canopies. These canopies will not only serve to temper the intrusion of direct solar heat into the interiors but also to present a sense of arrival upon each unique space. These entries will also provide concrete hardscape bringing visitors and employees alike from parking areas to the interior. Concrete hardscape at entry locations will have additional color or texture to add to the entry procession.

INFRASTRUCTURE

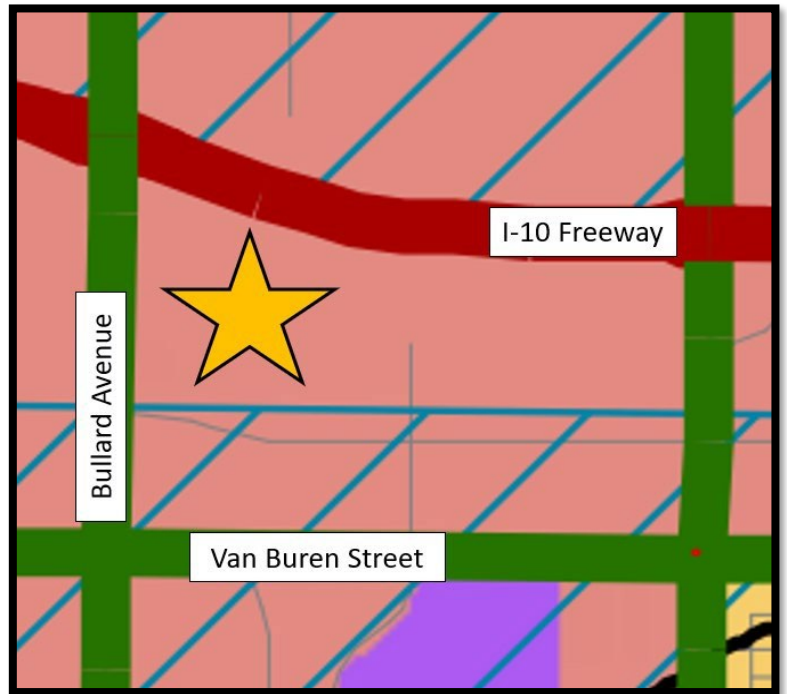
As required, conceptual water, drainage, and sewer memoranda have been prepared and submitted with this application. More detailed analyses will be prepared as the project moves forward.

The Site is located at the southeast corner of the I-10 Freeway and Bullard Avenue. The Site is bounded by the I-10 Freeway to the north, and Bullard Avenue to the west. While there are no roads that enclose the site to the south and the east, the Site does propose for new roadways located on the south connecting Bullard Avenue with 143rd Avenue.

The Site is approximately +/- 72 gross acres that will be split into two separate uses. The first use is for a Buc-ee's retail use, while the second use is for light industrial warehouse with buildings totaling approximately 722,000 square feet when combined.

GENERAL PLAN

The City of Goodyear 2025 General Plan (the “General Plan”) was adopted in 2014 with a vision of continuing to develop the city as a *desirable place for all to live, work, visit, and play by fostering a sustainable community with diverse destinations connected throughout the City* (Goodyear 2025 General Plan, Pg. 4). As shown below, the Site is designated as Business & Commerce on the General Plan. The Site’s Business & Commerce designation allows for uses including *business parks, offices, warehouses, and other light industrial uses that are also appropriate* (Goodyear 2025 General Plan, Pg. 124). This proposal is consistent with the vision and intent of the City of Goodyear General Plan designation of Business & Commerce and will create a desirable place for residents and visitors of Goodyear. This proposal promotes the achievement of the overall vision, goals and policies outlined in the General Plan.



REZONING CRITERIA

The City of Goodyear Zoning Ordinance (the “Ordinance”) identifies specific criteria that guide rezoning requests to respond appropriately to the surrounding context of the Site, address demand for the types of uses proposed, and provide consistency with long-range planning goals. This proposal meets and exceeds those criteria as outlined below.

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

Response: This proposal is consistent with the long-range planning goals and policies outlined in the General Plan. The proposed uses provide much-needed employment and service uses in the area and will bring quality jobs to serve residents and visitors.

b. Suitability of the subject property’s physical and natural features for the uses permitted under the proposed zoning district;

Response: As previously mentioned, the Site is presently used for agricultural purposes. This Site is generally flat with no physical or natural features that would hinder the development of the proposed project.

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

Response: This rezoning request from PAD to I-1 PAD, while retaining C-2 uses, will allow for consistent and compatible zoning. This proposal has been thoughtfully planned to respect the scale of the existing and planned land uses with focus on fitting the context of its surroundings, such as by positioning the most intense industrial buildings toward the planned commercial to the east. The proposed use has been anticipated by the General Plan's Business & Commerce designation, which allows for business park, office, warehouse, and other light industrial uses.

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

Response: As previously stated, the Site is presently used as agricultural land and is zoned PAD. The Site is located on one arterial roadway and its northern boundary backs up to the I-10, a major interstate. Given the location and the existing zoning on the Site, this is a prime property for commercial and industrial uses. The closest residential is to the west of the Site and will be buffered from the Site by Bullard Avenue and agricultural land. Additionally, residents will be served by the retail uses and by the creation of employment opportunities attributed to the Site.

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

Response: The proposed use has been anticipated by the General Plan. This proposal is consistent with the long-range planning goals and policies outlined in the General Plan as the Business & Commerce land use designation promotes commercial and light industrial uses.

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

Response: This proposal appropriately responds to the available public services and infrastructure in the surrounding vicinity. Designated as Business & Commerce on the General Plan, the Site has been anticipated for a range of employment, commercial, and industrial uses. The Site is located within the City of Goodyear (the "City") water and sewer service area. Access points to the Site will be located off Bullard Avenue and the proposed new public roadway located along the southern boundary of the property. Private drives will run north to south along the new proposed roadway. No adverse impact to public infrastructure is anticipated.

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

Response: The market is trending in the direction of transit based development. Located

off the I-10 Freeway, the Site is well positioned to service visitors and residents alike, especially as the population of the west valley continues to grow.

h. General public's concerns;

Response: The general public's input will be identified through the public review process. Given that this request is consistent with the existing and approved uses in the vicinity of the Site and the City's long-range planning goals, it is not anticipated that there will be significant public concerns as a result of the proposal.

i. Whether the amendment promotes orderly growth and development; and

Response: This proposal presents a land use that will convert an underutilized agricultural property to a Site that will aid in the anticipated growth path of the City. The proposal promotes the orderly growth and development of the area by adding commercial and industrial uses in an appropriate size and scale to their surrounding context.

j. Any other factors related to the impact of the amendment on the general health, safety and welfare of the citizens of the City and the general public.

Response: This proposal converts an underutilized Site into needed commercial and industrial uses that will create quality jobs and services for City residents and visitors and will have an overall positive impact on the City of Goodyear.

SEC of Bullard and I-10

City Council Meeting
January 29, 2024

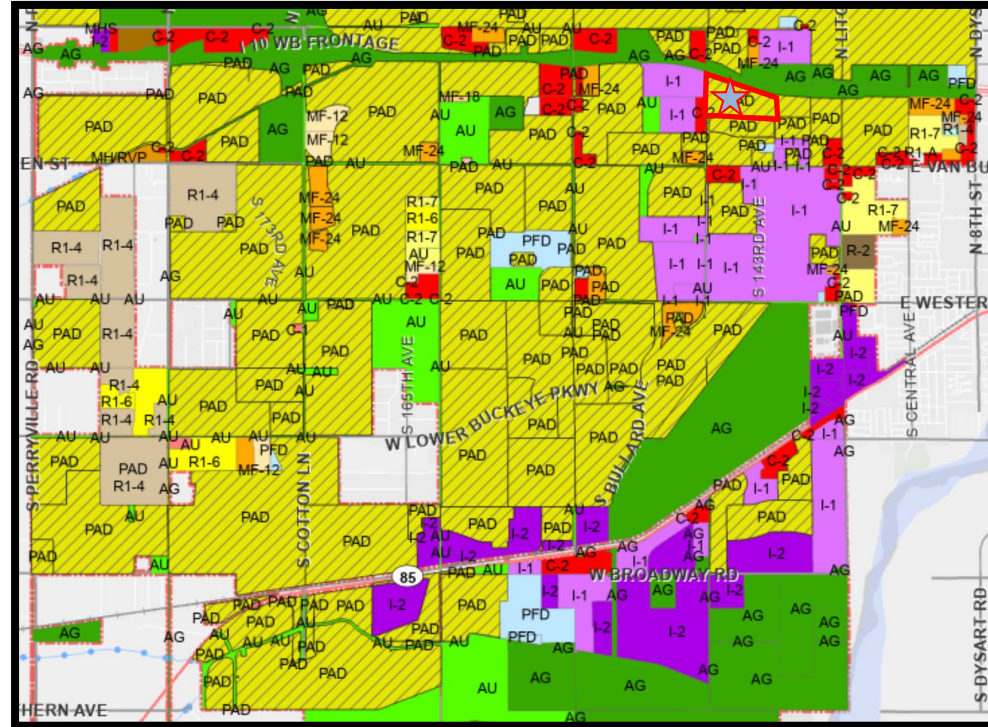


Location



CENTRAL GOODYEAR

- Southeast corner of Bullard Ave. and I-10.
 - Approximately 71.48 Acres
 - Currently zoned Preliminary PAD
 - Underlying 'Regional Retail'



Specific Location



ZOOMED IN

- SEC of Bullard Avenue and I-10
 - North
 - Interstate-10, Centerscape and vacant city parcel
 - South
 - Vacant Urban Logistics
 - East
 - Vacant Celebration Plaza
 - West
 - Bullard Avenue and Campbell's (former Snyder's) and Southwest Specialty Foods (Ass Kickin' Gifts)

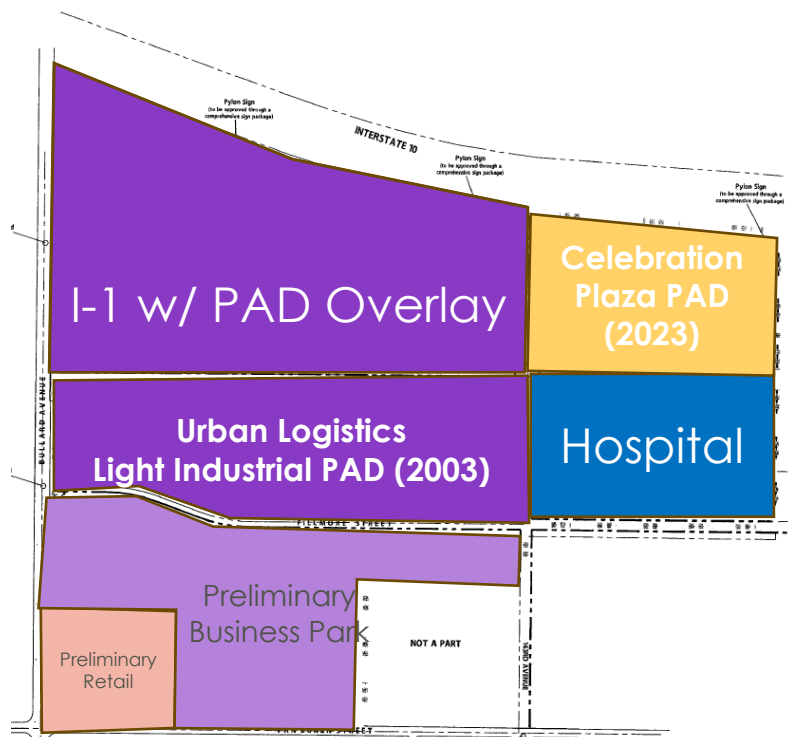
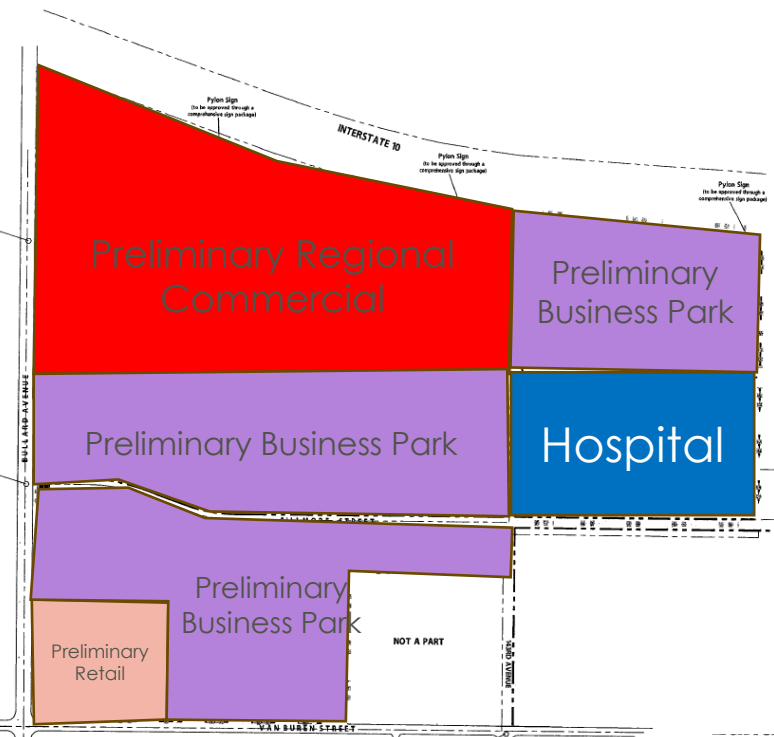


Zoning History



2007

TODAY'S REQUEST

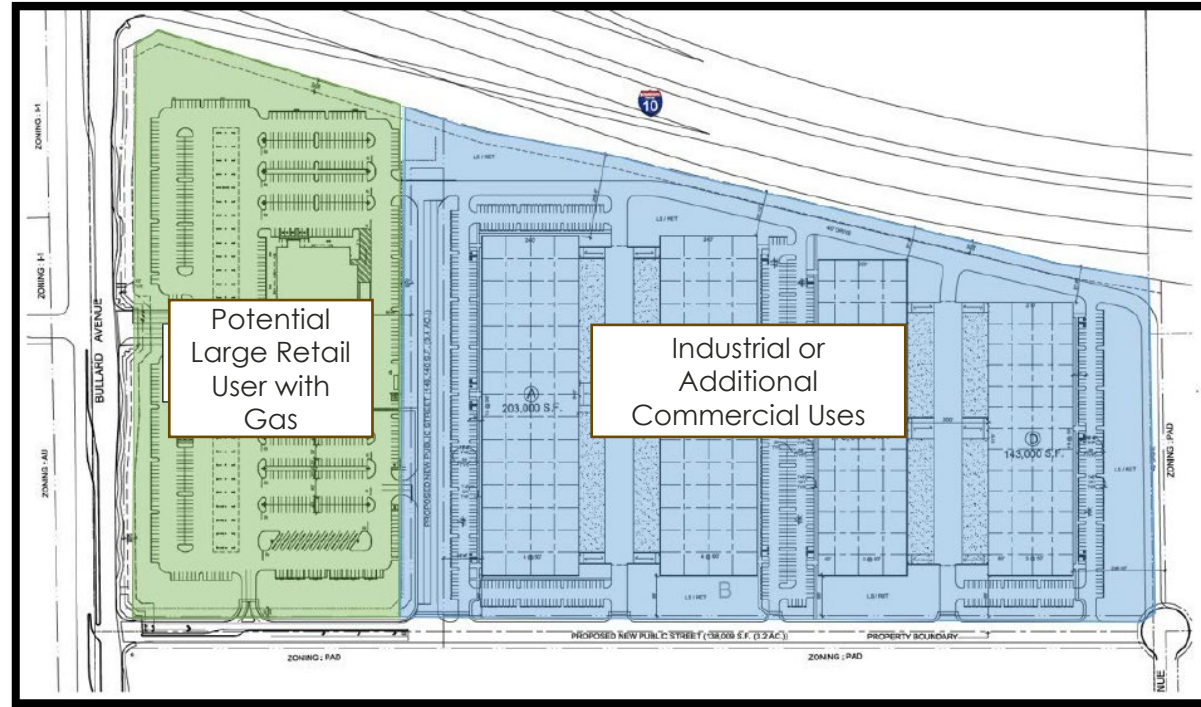


Proposal



SEC OF BULLARD AND I-10

- I-1 with PAD Overlay
 - Allows Large Retail with Gas Station
 - Allows Additional C-2 Uses
 - Design Guideline Enhancements
 - Freeway Pylons
 - Dock Doors

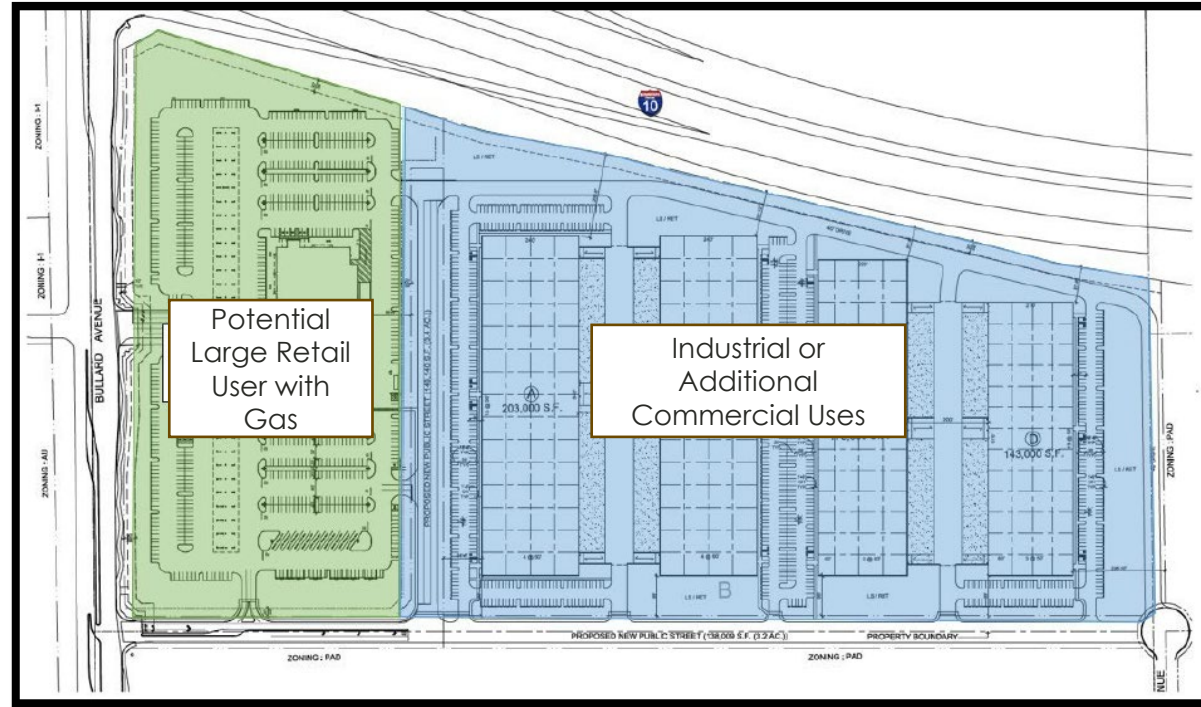


Recommendation



APPROVE SUBJECT TO STIPULATIONS

- Approve Rezone:
 - From Preliminary Planned Area Development (PAD)
 - Underlying 'Regional Retail'
 - To I-1 with PAD Overlay
 - Subject to Stipulations





BERRY | RIDDELL
LLC

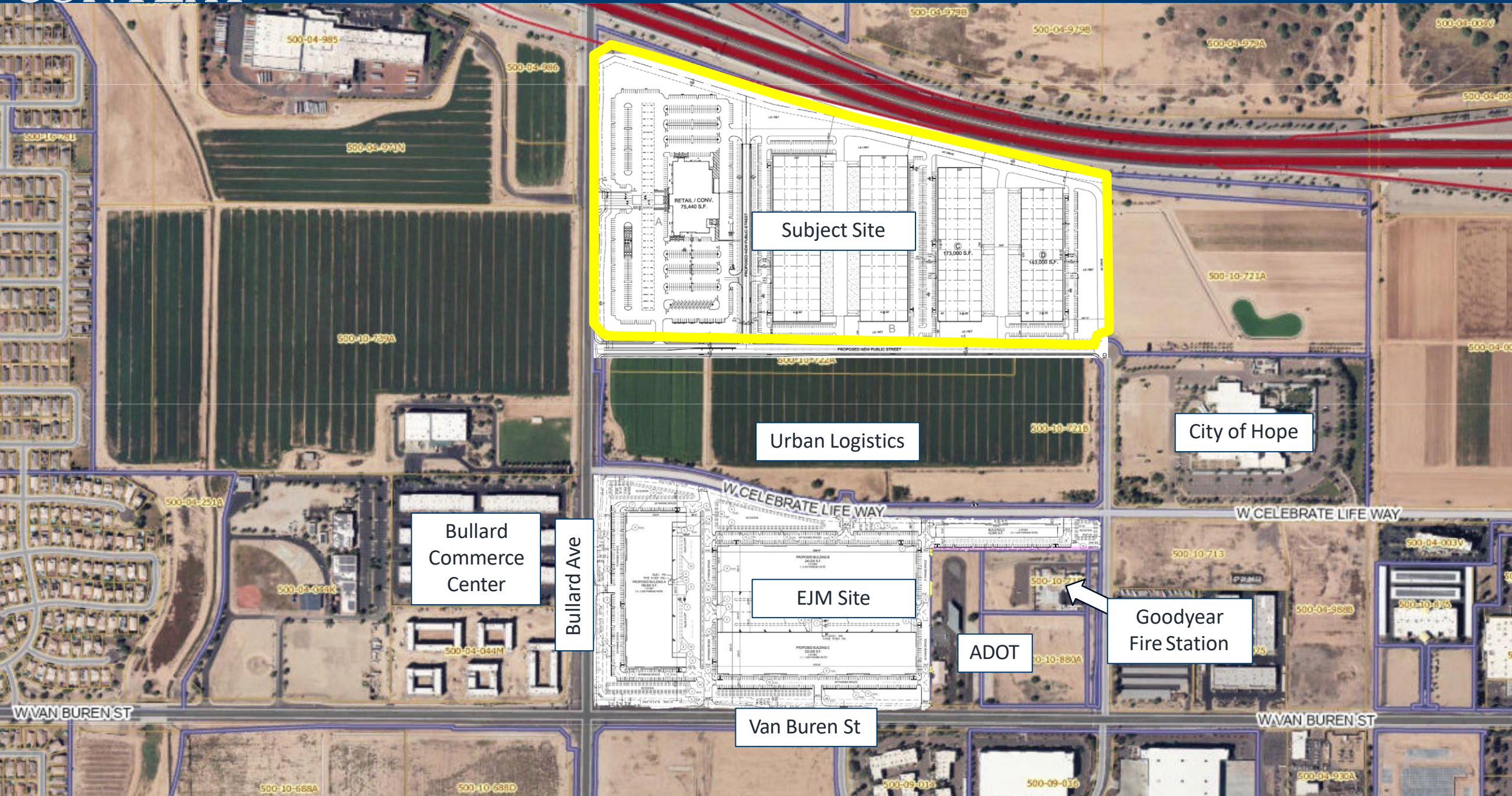
Southeast Corner of I-10 & Bullard

City Council | January 29th, 2024

Project Number: PRJ23-34028



CONTEXT



Subject Site

Urban Logistics

City of Hope

Bullard
Commerce
Center

Bullard Ave

EJM Site

ADOT

Goodyear
Fire Station

Van Buren St

W VAN BUREN ST

W VAN BUREN ST

W CELEBRATE LIFE WAY

W CELEBRATE LIFE WAY

REQUEST

- **Rezone** the Site **from** Planned Area Development (“**PAD**”) to Light Industrial Park with a PAD Overlay (“**I-1 PAD**”) to allow certain commercial uses, including:
 - General Commercial District (C-2)
 - Light Industrial District (I-1)
 - Service stations, no use permit required
 - Outdoor sales and storage, no use permit required
 - Freeway pylon signs, no use permit required



ABOUT EJM DEVELOPMENT



- Experts working in the southwest, over 35 years
- Focuses on master planning and asset management in high-growth areas
- Developed over 2.5 million square feet of multi-tenant industrial buildings in the Phoenix Metro area
- Stellar reputation in Goodyear having been awarded the Goodyear Corporate Citizen of the Year Award



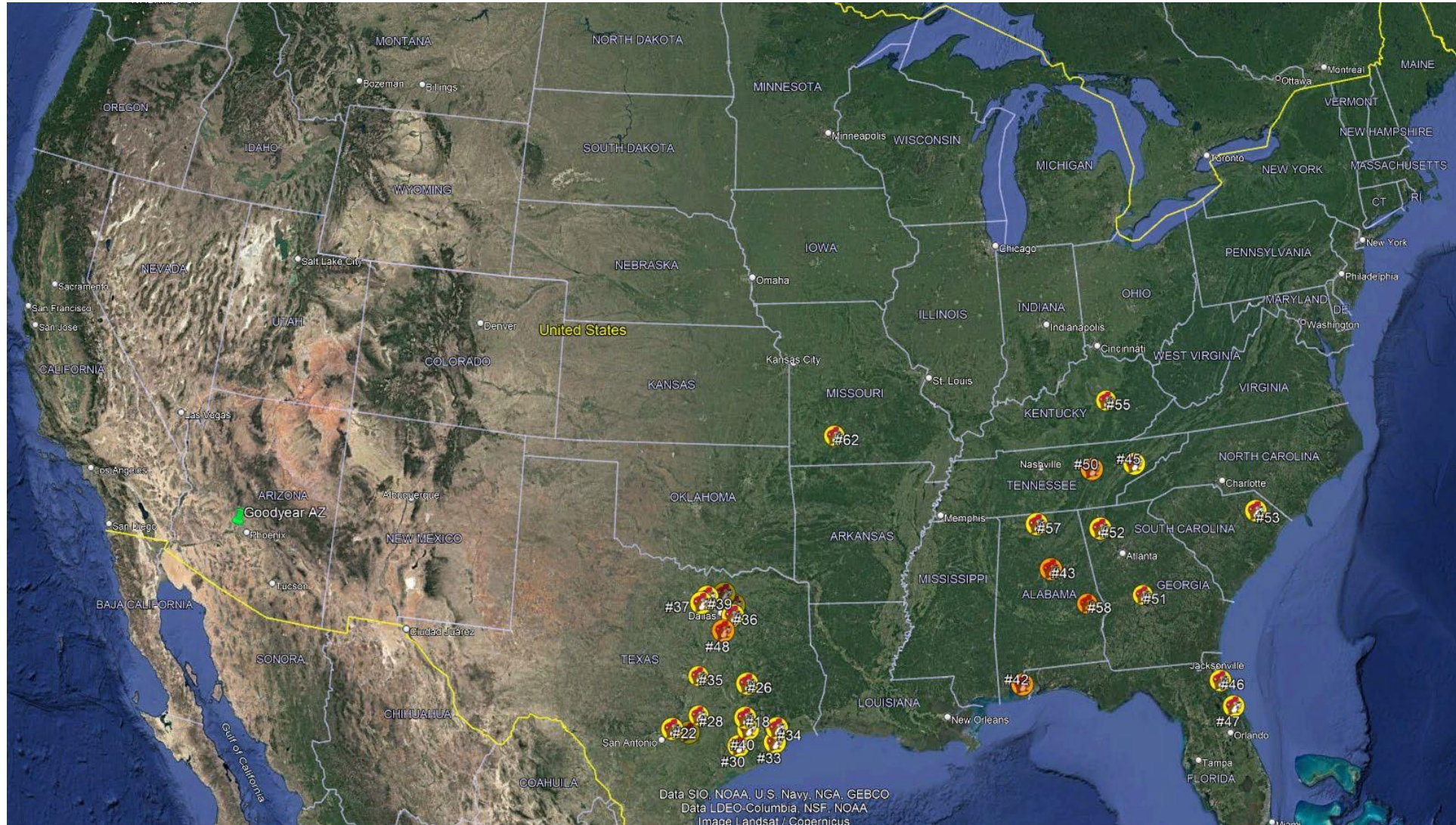


ABOUT BUC-EE'S

- Has 47 operating stores, including 28 Travel Centers in 7 States
- Goodyear will be home to the 1st store in Arizona
- Buc-ee's is NOT a truck stop, it is an entertainment destination
- \$25,000,000+ Annual Gross Taxable Sales (not counting fuel)
- 18,000,000 + Annual Gallons of Fuel Sold



CONSTRUCTED BUC-EE'S LOCATIONS



BUC-EE'S IS NOT A TRUCK STOP

- Signs are posted that semi-trucks are not allowed on-site, and this is actively monitored by employees
- The facilities and parking lot do not accommodate 18-wheelers
- Vehicles are not permitted to park over night or for an extended amount of time
- Showers and other ancillary facilities are not permitted



ENTERTAINMENT DESTINATION

Profile of a typical Buc-ees

- Between 4,000-8,000 cars per day visits the store
- 100,000 + Visitors inside the store weekly
- 5,200,000+ Visitors inside the store annually
- 41% are out-of-state visitors
- 80% of visitors live outside of the county



2016

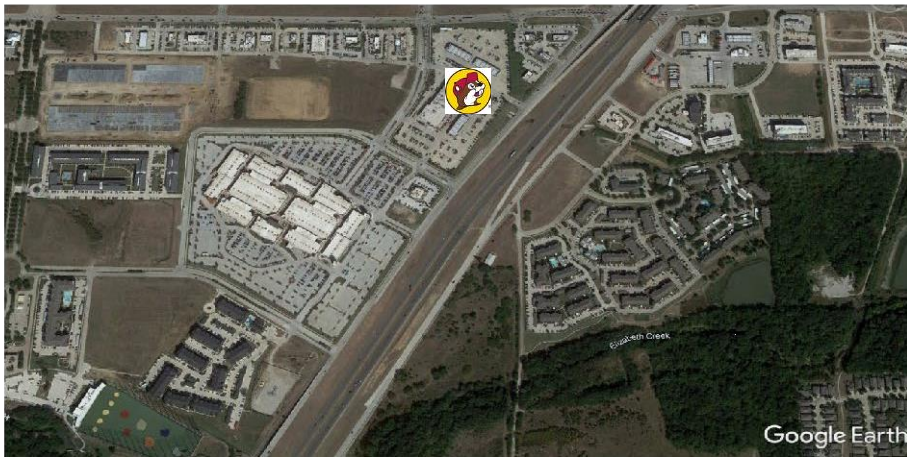
FT WORTH, TEXAS (I-35W at HWY 114)



2018



2022



BUC-EE'S ENCOURAGES ECONOMIC GROWTH

Fort Worth, Texas

6 Years of Growth

BUC-EES ENCOURAGES ECONOMIC GROWTH

Terrell, Texas

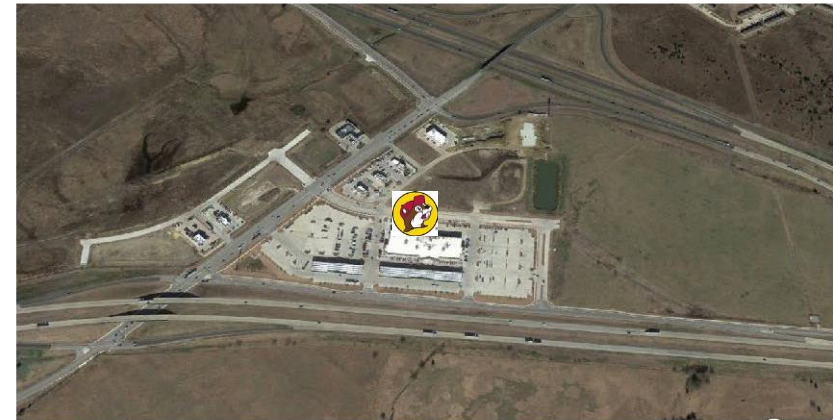
8 Years of Growth

2014

TERRELL, TEXAS (I-20 at HWY 148)



2016



2022



**53,000 SF Store
Springfield, MO**



**74,000 SF Store
Sevierville, TN**



BUC-EE'S ARCHITECTURAL DETAIL

- Similar to existing Buc-ee's Travel Centers
- Utilizes muted colors and materials with pops of accent colors



Sevierville, Tennessee



Waller, Texas

ARCHITECTURAL DETAIL





Thank You

Planning & Zoning Commission | January 17th, 2024

Project Number: PRJ23-34028

ITEM #: 12.
DATE: 01/29/2024
AI #:1898



CITY COUNCIL ACTION REPORT

SUBJECT: DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD IMPROVEMENTS

STAFF PRESENTER(S): Kini Knudson, Deputy City Manager

SUMMARY

Development Agreement for Reimbursement of Road Improvements providing terms for the dedication of right-of-way and the construction of public road improvements. Costs will be reimbursed by the City from sales tax collected for those taxable activities occurring on the property located at the southeast corner of the intersection of Interstate 10 and Bullard Avenue.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2387 APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND BULLARD AVENUE, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE. (Kini Knudson, Deputy City Manager)

FISCAL IMPACT

The proposed Development Agreement for Reimbursement of Road Improvements (the "Agreement") requires the City to reimburse the party that constructs the designated public roadway improvements for those final costs, expenses, and fees incurred up to a maximum reimbursement. Per the Agreement, the City shall deposit 50% of the sales collected for taxable activities conducted on the property into a reimbursement account on a monthly basis. Within 30 days of the end of each fiscal quarter the City shall pay the amounts in the reimbursement account to the party that constructs the public roadways until the party is fully reimbursed their actual costs up to a maximum reimbursement or until the expiration of the Agreement. The estimated reimbursement is approximately \$7.1 million with an estimated

maximum reimbursement of \$8.6 million.

The expected development of the property has the potential to add to the City's tax base, enhance the economic welfare of residents and businesses of the City and generate significant revenues.

BACKGROUND AND PREVIOUS ACTIONS

The Property was originally a part of approximately 243 acres of property rezoned for Airport Gateway at Goodyear, by the City Council, on October 8, 2007 by Ordinance No. 07-1091. Thereafter, the Airport Gateway property was developed over time with sections being rezoned and developed independently. Approximately 25 acres was developed as the current City of Hope medical facility; approximately 25.3 acres was recently rezoned for commercial office and multi-family uses; approximately 43.83 acres was rezoned for business park uses and approximately 51 acres is currently being considered for a rezoning for a light industrial and storage at the northeast corner of Bullard Avenue and Van Buren Street.

The Property is currently being considered for rezoning from Preliminary PAD to a PAD Zoning District with an underlying zoning district of I-1 (Light Industrial).

STAFF ANALYSIS

PURPOSE OF THE AGREEMENT

Owner intends to develop the Property in phases as an integrated mixed-use project containing light industrial and commercial. The Property comprises the "West Parcel" generally identified as the west approximately 28.03 acres of the Property adjacent to Bullard Avenue and the "East Parcel" generally identified as the east approximately 43.45 acres of the Property adjacent to the east boundary of the West Parcel. The West Parcel is intended to be developed as a retail facility owned by a nationally recognized large retail user (the "Retail User") with at least 53,000 square feet of retail space and with at least 75 fueling/charging positions (the "Retail Project"). The East Parcel is intended to be used for light industrial uses with the Owner reserving a total of 7.5 acres on a portion or portions of the East Parcel to solely pursue General Commercial uses for a period of 18 months. The proposed Agreement sets forth the terms and conditions pursuant to which the Owner or Retail User will dedicate certain rights of way and construct full street improvements for a public street running east and west between Bullard Avenue and 143rd Avenue and full street improvements for a public street running north and south along the border of the West Parcel and the East Parcel (collectively the "Road Improvements"). The City believes that the development of the Property will bring substantial sales tax revenues, significant job creation, and therefore is willing to reimburse 50% of the sales taxes collected for taxable activities conducted on the Property to reimburse the party or parties their proportionate share of the actual costs of public infrastructure to construct the Road Improvements up to a maximum reimbursement.

DEVELOPMENT AGREEMENT TERMS.

The following is a summary of the substantive terms of the proposed Agreement.

The Retail User must receive a certificate of occupancy and the Road Improvements must be accepted by the City within five years of the effective date of the Agreement or the Agreement shall terminate.

Owner is not required by the Agreement to construct or develop all or any portion of the Property or the Road Improvements, however, as an express condition to the City's reimbursement obligations the Owner shall have caused the development the Retail Project and the Road Improvements.

The Owner or Retail User (each a "Constructing Party") may construct the Road improvements or a portion thereof.

At least 30 days before the commencement of construction of the Road Improvements, or any portion thereof, the Constructing Party shall submit to the City Engineer for approval a preliminary estimate of the costs of the design and construction of the Road Improvements, or a portion thereof, (the "Preliminary Cost Estimate"). Due to inflation and other factors the maximum reimbursement of the Road Improvements, or any portion thereof, will be the Preliminary Cost Estimate plus an additional 20% (the "Maximum Reimbursement").

The Constructing Party shall design and construct the Road Improvements, or any portion thereof, to the ultimate full-street design specifications attached as an exhibit to the Agreement. The Constructing Party shall comply with all applicable state, county, and City laws governing the procurement of services related to the design, installation, and/or construction of the Road Improvements including but not limited to the public bidding requirements of A.R.S. Title 34.

After the completion of the Retail Project and the Road Improvements the City shall reimburse the Constructing Party its final costs incurred for expenses that are reasonably and solely necessary for the design, and construction of the Road Improvements, and as approved by the City in the Preliminary Cost Estimate, up to the applicable Maximum Reimbursement.

As a condition to the reimbursement obligation under the Agreement the City shall establish an account separate from the City's general fund (the "Reimbursement Account"). The funding of the Reimbursement Account is limited to transaction privilege taxes imposed and actually received by the City from all activities engaged in, on, or within the Property that result in the generation of sales tax, including the design and construction of the Road Improvements, and that occur during the term of the Agreement.

Within 30 days of the end of each fiscal quarter the City shall pay the Constructing Party(ies) their proportionate share of the total amount held in the Reimbursement Account. The City shall continue to make payments to the Constructing Party(ies) on a quarterly basis from the Reimbursement Account until each Constructing Party is reimbursed their actual costs to construct the Road Improvements, or any portion thereof, up to the Maximum Reimbursement or until the expiration of the Agreement, at which time all amounts collected in the Reimbursement Account shall be paid to the Constructing Party(ies) unless each party has been fully reimbursed.

TERMS OF RESOLUTION

This Agreement is contingent upon the Agreement being finalized and executed by the Owner. Accordingly, the resolution is only seeking the approval of the form of the attached Development Agreement for Reimbursement of Road Improvements and it provides the City Attorney or his designee with authority to make non-substantive changes to the Agreement before it is finalized. If the Agreement is not fully executed by February 8, 2024, the

authorization to execute the Agreement terminates.

RECOMMENDATION

Staff is recommending the adoption of Resolution 2024-2387 and the approval of the Development Agreement for Reimbursement of Road Improvements, as it will result in adding to the City's tax base, will enhance the economic welfare and quality of life of the residents and businesses of the City and demonstrates the potential to generate significant revenues and other benefits to the City.

Attachments

Resolution with Exhibit 1
Staff Presentation

RESOLUTION NO. 2024-2387

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE FORM OF A DEVELOPMENT AGREEMENT FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF INTERSTATE 10 AND BULLARD AVENUE, CONDITIONALLY AUTHORIZING ITS EXECUTION, PROVIDING DIRECTION AND AUTHORIZATION, PROVIDING FOR THE TERMINATION OF THE APPROVALS AND AUTHORIZATIONS PROVIDED IN THE RESOLUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Cheyenne Valley, LLC, a Nevada limited liability company, (“Owner”), owns 71.48 acres of land located southeast of the intersection of Interstate 10 and Bullard Avenue in Goodyear, Arizona (collectively the “Property”); and

WHEREAS, Owner intends to develop in phases over time an integrated mixed-use project containing light industrial and commercial uses; and

WHEREAS, the Property comprises both the “West Parcel” generally identified as the west approximately 28.03 acres of the Property adjacent to Bullard Avenue and the “East Parcel” generally identified as the east approximately 43.45 acres of the Property adjacent to the east boundary of the West Parcel; and

WHEREAS, the West Parcel is intended to be developed as a retail facility owned by a nationally recognized large retail user (the “Retail User”) that is at least 53,000 square feet in size with at least 75 fueling/charging positions; and

WHEREAS, the Owner will also reserve a total of 7.5 acres on a portion or portions of the East Parcel to solely pursue General Commercial uses for a period of 18 months; and

WHEREAS, the Owner is willing to dedicate, and cause others to dedicate, certain rights-of-way, as well as to undertake the construction of public infrastructure improvements within the planned right-of-way (the “Road Improvements”) that Owner would not ordinarily be responsible to construct or for which Owner would only partially would be responsible to construct; and

WHEREAS, the Road Improvements shall comprise (i) full street improvements for a public street between the Property and the property to the south located between Bullard Avenue and 143rd Avenue (the “East-West Road”) and (ii.) full street improvements for a public street running between the East Parcel and the West Parcel that shall continue north as needed to support the development of both parcels (the “North-South Road”); and

WHEREAS, the Road Improvements may be constructed in phases over time by either the Owner or the Retail User; and

WHEREAS, the City acknowledges that the development of the Property will generate substantial economic benefits to the City and will generate substantial transaction privilege tax and similar revenues for the City, which revenues would not be generated without the development of the Property; and

WHEREAS, the City acknowledges that the development of the site with the Retail User and other commercial and industrial development will create a significant number of net new jobs within the City; and

WHEREAS, the City agrees to reimburse Owner or Retail User for certain costs related to the construction of the Road Improvements, or portions thereof, from a portion of the transaction privilege taxes (Sales Tax) that are generated by both the construction of the Road Improvements, or portions thereof, and the construction and operation of future improvements on the Property and that are collected by the City during the term of the agreement; and

WHEREAS, the Owner or Retail User is required to submit a Preliminary Cost Estimate of the Road Improvements that must be approved by the City Engineer and the Maximum Reimbursement shall be an amount no greater than twenty percent (20%) more than the approved Preliminary Cost Estimate; and

WHEREAS, the City shall deposit fifty percent (50%) of the Sales Tax imposed and actually received by the City for all activities engaged in, on, or within the Property, including from construction; restaurants and bars; and retail sales, into an account separate from the City's general fund (the "Reimbursement Account"); and

WHEREAS, within thirty (30) days following the end of each fiscal quarter the City shall pay the Owner and/or the Retail user their proportionate share of the amounts held in the Reimbursement Account subject to state statute on the disclosure of taxpayer information until each party has been reimbursed their proportionate share of the costs to construct the Road Improvements up to the Maximum Reimbursement or until the Agreement expires.

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

SECTION 1. The Mayor and Council of the City of Goodyear find the terms set forth in the Development Agreement for Reimbursement of Road Improvements, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference, to be in the best interest of the City of Goodyear, and hereby approve the form of the Development Agreement for Reimbursement of Road Improvements.

SECTION 2. The City Attorney or his designee is hereby authorized to make non-substantive changes to the form of the Development Agreement for Reimbursement of Road Improvements attached hereto as Exhibit 1 prior to its execution.

SECTION 3. The City Manager is hereby authorized to execute the Development Agreement for Reimbursement of Road Improvements as it may be modified by the City Attorney or his designee upon the satisfaction of all of the following by no later than February 8, 2024:

- The finalization of the Development Agreement for Reimbursement of Road Improvements to include the non-substantive changes made by the City Attorney or his designee; and
- Receipt of documentation demonstrating that the person executing the Development Agreement for Reimbursement of Road Improvements for the Owner are authorized to do so; and

- Receipt of an original Development Agreement for Reimbursement of Road Improvements as it may be modified by the City Attorney or his designee executed by Owner.

SECTION 4. The City Manager or her designee is hereby authorized and directed to take any and all actions and to execute all the documents necessary to carry out the intent of this Resolution and the terms of the Development Agreement for Reimbursement of Road Improvements as it may be modified by the City Attorney or his designee.

SECTION 5. The approvals and authority granted in this Resolution 2024-2387 shall terminate if the Development Agreement for Reimbursement of Road Improvements as it may be modified by the City Attorney or his designee is not fully executed and recorded by February 8, 2024.

SECTION 6. Following the execution of the Development Agreement for Reimbursement of Road Improvements by the City and the Owner, the City Clerk shall record the Agreement with the Maricopa County Recorder's Office.

SECTION 7. This Resolution 2024-2387 shall be effective as provided by law.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 1

DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD IMPROVEMENTS

(On the following pages)

WHEN RECORDED, RETURN TO:

City of Goodyear, Arizona
Office of the City Clerk
1900 North Civic Square
Goodyear, Arizona 85395

**DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD
IMPROVEMENTS**

THIS DEVELOPMENT AGREEMENT FOR REIMBURSEMENT OF ROAD IMPROVEMENTS (“**Agreement**”) is made by CITY OF GOODYEAR, an Arizona municipal corporation (“**City**”), CHEYENNE VALLEY, LLC, a Nevada limited liability company, OXNARD COMMERCEPLEX LLC, a Delaware limited liability company, 19TH AVENUE LLC, a Delaware limited liability company, and BULLARD II PROPERTIES I LLC, a Delaware limited liability company (collectively, “**Owner**”). The City and Owner are referred to herein collectively as the “**Parties**” and individually as a “**Party**.”

RECITALS:

- A. WHEREAS, Owner is the owner of approximately 71.48 acres of land located southeast of the intersection of Interstate 10 and Bullard Avenue in the City of Goodyear, as further depicted and legally described in EXHIBIT 1 attached hereto and made a part of by this reference (the “**Property**”) on which it intends to develop in phases over time an integrated high-quality mixed-use project containing complementary light industrial and commercial uses (the “**Project**”)
- B. WHEREAS, the City Council of the City of Goodyear has adopted or will adopt an ordinance conditionally rezoning the Property to allow for General Commercial and Light Industrial uses, as further provided therein.
- C. WHEREAS, the Property comprises the “**West Parcel**” generally identified as the west approximately 28.03 acres of the Property adjacent to Bullard Avenue and the “**East Parcel**” generally identified as the east approximately 43.45 acres of the Property adjacent to the east boundary of the West Parcel.
- D. WHEREAS, Owner intends to cause the West Parcel to be developed as the Retail Project (as defined herein).

- E.** WHEREAS, the City and Owner acknowledge that the development of the Project, including the Retail Project, will generate substantial economic benefits to the City and will generate substantial transaction privilege tax and similar revenues for the City, which revenues would not be generated without the development of the Project, including the Retail Project, or which revenues will exceed revenues that would be generated by alternative uses of the Property.
- F.** WHEREAS, the City Council is of the opinion, and the City has determined, that the development of the Project, including the Retail Project, as well as the construction and dedication of the “Road Improvements” (defined herein), or portions thereof: (i) will result in a net increase or retention of jobs in the City; (ii) will add to the City’s tax base; (iii) will otherwise improve or enhance the economic welfare and quality of life of the residents and businesses of the City; (iv) would not otherwise occur in the City without the incentives provided herein; (v) will drive additional development in the vicinity of the Project; and (vi) demonstrates the potential to generate significant revenues and other benefits to the City, which is of such significance that the City desires to encourage and facilitate its development and construction.
- G.** WHEREAS, the Parties acknowledge that development of the Project, pursuant to this Agreement requires the construction of the Road Improvements, or portions thereof, which will benefit and facilitate development within the Property, but which also will benefit and facilitate development within surrounding properties.
- H.** WHEREAS, Owner has agreed to reserve a portion or portions of the East Parcel to pursue C-2 (General Commercial) uses, as detailed herein.
- I.** WHEREAS, subject to the terms and conditions set forth in this Agreement, Owner is willing to dedicate, and cause others to dedicate, certain rights-of-way required for the Road Improvements, as well as to undertake the construction of Road Improvements that Owner would not ordinarily be responsible to construct and/or that Owner only partially would be responsible to construct.
- J.** WHEREAS, in exchange for Owner committing to and doing all of the following, as further provided herein: (i) dedicating and causing to be dedicated certain rights-of-way; (ii) completing, or causing to be completed, the Road Improvements, the “Phase I Road Improvements” (defined herein), or the “Phase II Road Improvements” (defined herein), as applicable; (iii) developing, or causing to be developed, the Retail Project; (iv) reserving a portion or portions of the East Parcel to pursue General Commercial uses; and (v) otherwise complying with the terms of this Agreement, the City agrees to reimburse Owner or “Retail User” (as defined herein) for certain costs related to the construction of the Road Improvements, or portions thereof, from a portion of the transaction privilege taxes/sales tax that are generated by both the construction of the Road Improvements, or portions thereof, and the construction and operation of future improvements on the Property and that are collected by the City during the Term (as defined herein).

- K. WHEREAS, the Parties now desire to enter into this Agreement in order to set forth the terms for the construction of the Road Improvements, or portions thereof, and the City's reimbursement obligations for the costs of such Road Improvements, or portions thereof.
- L. WHEREAS, the Parties understand and acknowledge that this Agreement is a "Development Agreement" within the meaning of, and entered into pursuant to the terms of, A.R.S. § 9-500.05, and that the terms of this Agreement shall constitute covenants running with the Property as more fully described in this Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the covenants herein and of the benefits to be provided hereunder, the Parties agree as follows:

1. **Incorporation of Recitals.** The Parties hereby adopt and incorporate, as if fully set forth herein, the Recitals stated above.
2. **Definitions.** Capitalized terms not defined in the foregoing Recitals or elsewhere in this Agreement are defined as follows:

2.1. **"Accept,"** or derivations thereof, means the City Engineer has accepted the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, constructed pursuant to the approved plans following the dedication of the right-of-way required therefor in accordance with the terms of Section 4.3. Notwithstanding anything to the contrary herein, Acceptance of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, is subject to the warranty obligations required by Section 4.8.

2.2. **"Actual Costs"** means the final costs, expenses, and fees incurred after the Effective Date that have been paid by a Constructing Party or constructing Third Parties to contractors, construction managers, architects, engineers, surveyors, consultants, governmental agencies, and other Third Parties for studies, reports, tests, inspections, reviews, materials, labor, design, engineering, surveying, site excavation and preparation, grading, drainage, removal, relocation, and replacement of utility facilities and improvements, governmental permits and fees, payment, performance, and other bonds, insurance premiums, and all other costs and expenses that are reasonably and solely necessary for the design, and construction of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable.

2.3. **"Adjacent Property"** means the real property located adjacent to and to the south of the Property on which the south approximately half of the portion of the Road Improvements identified on EXHIBIT 2 as the "East-West Road" will be constructed.

2.4. “**Adjacent Owners**” means the owner or owners, as applicable, of fee simple title to the Adjacent Property.

2.5. “**Affiliate**” means, as applied to any person or business entity, any person or business entity directly or indirectly controlling, controlled by, or under common control with, that person or business entity.

2.6. “**Agreement**” means this Development Agreement for Reimbursement of Road Improvements.

2.7. “**City Engineer**” means the City of Goodyear City Engineer and any designee identified by the City Engineer, the City of Goodyear City Manager (the “**City Manager**”), and/or a Deputy City Manager to perform any duty or task assigned to the City Engineer.

2.8. “**Complete**,” or derivations thereof, means (i) as to the Retail Project, the Retail Project has been issued a temporary or final certificate of occupancy by the City, and (ii) as to the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, have been Accepted.

2.9. “**Constructing Party**” means either the Owner or the Retail User, whichever party constructs the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements.

2.10. “**Maximum Reimbursement Amount**” means an amount no greater than twenty percent (20%) more than the agreed upon Preliminary Cost Estimate as set forth in Section 4.1 below.

2.11. “**Phase I Road Improvements**” means the portion of the Road Improvements approximately designated as the “Phase I Road Improvements” on EXHIBIT 2-B.

2.12. “**Phase II Road Improvements**” means the portion of the Road Improvements approximately designated as the “Phase II Road Improvements” on EXHIBIT 2-B.

2.13. “**Property**” means approximately 71.48 acres located southeast of the intersection of Interstate 10 and Bullard Avenue in the City of Goodyear as depicted and legally described in EXHIBIT 1.

2.14. “**Proportionate Share**” means a fraction, the numerator of which is the Actual Costs incurred by the relevant Constructing Party and the denominator of which is the Actual Costs incurred, in the aggregate, by all Constructing Parties.

2.15. “**Retail Project**” means a retail facility on the West Parcel owned by the Retail User that is at least 53,000 square feet in size with a fueling/EV charging station containing at least 75 fueling/charging positions and on-premises prepared food options .

2.16. “**Retail User**” means a nationally recognized large retail user that acquires fee title to the West Parcel, directly or through an Affiliate, from Owner.

2.17. “**Road Improvements**” means the public infrastructure improvements within the planned right-of-way that are to be constructed on the Property and the Adjacent Property, which may include, without limitation, sidewalks, paving, curbs, gutters, landscaping, street lighting, water, sewer, storm sewer, and as generally described in EXHIBIT 2 and as further generally depicted in EXHIBIT 2-A and EXHIBIT 2-B.

2.18. “**Sales Tax**” means the transaction privilege taxes imposed and actually received by the City including, without limitation, from the following sources: advertising; amusements, exhibitions, and similar activities; contracting; construction; job printing; publication; hotels and related hospitality operations, commercial rental, leasing and licensing for use; restaurants and bars; and retail sales.

2.19. “**Sales Tax Reimbursement**” means the reimbursement of fifty percent (50%) of the Sales Tax from Taxable Activities.

2.20. “**Taxable Activities**” means (i) all activities engaged in, on, or within the Property that result in the generation of Sales Tax, and (ii) the design and construction of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable.

2.21. “**Term**” means the duration of this Agreement as more accurately described in Section 3.

2.22. “**Third Party**” or “**Third Parties**” means any individual(s) or business entity(ies), other than a Party or an Affiliate of a Party.

3. **Term of Agreement.**

3.1. **Effective Date.** This Agreement shall take effect upon the later of full execution of this Agreement by the Parties, and the date the City’s resolution approving this Agreement becomes effective, such later date is the “**Effective Date**”.

3.2. **Expiration.** This Agreement shall expire after the obligations of the Parties have been fully satisfied, but in no event later than twenty (20) years following the Effective Date. However, if the (a) Retail Project and the Phase I Road Improvements, and/or (b) Phase II Road Improvements have not been Completed on or before the date that is five (5) years following the Effective Date, this Agreement automatically shall terminate

as of such date as to the portion ((a) or (b)) that has not, or portions that have not, been Completed.

3.3. Minor Date Adjustments. The deadlines set forth in Sections 3.2(a) and (b) of this Agreement may be extended only by written consent of the City, given or withheld in its reasonable discretion. The City Manager may exercise authority for the City to consent to extensions of any time frame or period of time, but such authority is limited to extensions not exceeding one hundred eighty (180) days, each exercised in the City Manager's reasonable discretion.

4. Owner's Obligations.

4.1. Preliminary Cost Estimate. The Road Improvements may be constructed at once or, alternatively, the Retail User may construct the Phase I Road Improvements and Owner may construct, or cause Third Parties to construct, the Phase II Road Improvements in phases and at different times. At least thirty (30) days before the commencement of construction of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, the Constructing Party shall submit or cause to be submitted to the City Engineer a preliminary estimate of the costs of the design and construction thereof (the "**Preliminary Cost Estimate**"). The Preliminary Cost Estimate shall be prepared by a licensed engineer or construction consultant and shall include estimates of the design and construction costs for the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable. The City Engineer shall review the Preliminary Cost Estimate and either approve or provide any objections to the estimated costs within ten (10) business days following the date the Preliminary Cost Estimate is received by the City Engineer. The Constructing Party and the City Engineer shall meet to discuss any objections of the City Engineer and shall use good faith efforts to reach an agreement on the Preliminary Cost Estimate. The Preliminary Cost Estimate approved by the City and the Constructing Party shall be used to establish the "Maximum Reimbursement Amount" for the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable.

4.2. Construction of Road Improvements. The Constructing Party shall design and construct, and/or shall cause Third Parties to design and construct, the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, to the ultimate full-street design specifications as described in EXHIBIT 2 attached hereto and incorporated by this reference, as may be modified by mutual agreement of the City, Owner, and, if applicable, the Retail User. The Constructing Party shall make, or cause Third Parties to make, the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, at its or their sole cost, subject to the terms of, and the reimbursement provisions expressly provided in, this Agreement.

4.3. Dedications at No Cost. Owner has entered into, or will enter into, a reciprocal easement agreement with the Adjacent Owners that will permit either Owner or

Third Parties to fully construct the Road Improvements and that requires the Adjacent Owners to dedicate necessary portions of the Adjacent Property to the City for the operation, maintenance, repair, and replacement of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable. Prior to Acceptance of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, and as a condition thereto, Owner shall dedicate and/or cause the Adjacent Owners to dedicate, to the City, at no cost to the City, the right-of-way required for the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable. The City hereby agrees to accept the foregoing right-of-way dedication and to execute any documents reasonably necessary for its completion. The right-of-way dedicated to the City shall be free of monetary liens and any other encumbrances, except as expressly agreed to by the City Engineer, it being understood and agreed by the Parties that the right-of-way may be encumbered by certain Roosevelt Irrigation District easements, public and private utility easements, and other similar easements customarily found in public roadways.

4.4. Development Regulations. The Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, shall be designed as required by EXHIBIT 2 and EXHIBIT 2-A and constructed consistent with the construction plans therefor approved by the City. The Constructing Party will comply, or will require all Third Parties designing and/or constructing the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, to comply, with all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the construction and dedication of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, as they may be amended from time to time (the “**Development Regulations**”). Development Regulations include, by way of example but not limitation: the Building Codes and Regulations, the Subdivision Regulations adopted by the City of Goodyear, the City's Zoning Ordinance, the City of Goodyear's Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies as they all may be adopted and amended from time to time; ordinances rezoning the Property, including stipulations and conditions of approval thereto; and conditions of approvals of approved preliminary and final plats and/or site plans for the Property. The City Engineer, in the sole discretion of the City Engineer, may waive requirements in the Development Regulations if the City Engineer determines, to the City Engineer's satisfaction, that there is good cause for the waiver, the alternative materials, design, or method of construction proposed meets the intent of the standard being waived and will not result in any increase in costs to the City such as, but not limited to, increased costs because the life of the alternative materials is shorter than what is required in the standards, or the alternative construction method will result in the need for more frequent repairs or replacement.

4.5. Financial Assurance. Prior to, or concurrently with, making an application for a permit to construct the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, and as a condition to the issuance of such

permit, the Constructing Party shall provide, or cause to be provided, to City financial assurance to assure that the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, will be completed. Financial assurance may be provided through corporate surety, escrowed funds (with release provisions to pay for the costs and expenses incurred for the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable), performance bonds, set aside letter from a money center bank, or another form of assurance in a form acceptable to the City Attorney. The amount of any financial assurance provided to the City shall be adjusted periodically to reflect the remaining value of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, to be completed and payments made by the Constructing Party to Third Parties on account thereof. Immediately upon Acceptance of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, except as otherwise expressly provided in the Development Regulations, the City shall allow any applicable financial assurances to be fully released.

4.6. Title 34. The Constructing Party shall comply, or will require any constructing Third Parties to comply, with all applicable state, county, and City laws governing the procurement of services related to the design, installation, and/or construction of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, for which reimbursement is sought, including but not limited to the public bidding requirements of Arizona Revised Statutes (A.R.S.) Title 34. The Constructing Party shall not be eligible to receive any Sales Tax Reimbursements unless and until the Constructing Party has, or any constructing Third Parties have, provided to the City Engineer all documentation reasonably requested by the City Engineer to demonstrate compliance with A.R.S. Title 34. For the avoidance of doubt, and by way of example only, if the Retail User fails to comply with A.R.S. Title 34 with respect to the Phase I Road Improvements but Owner, or a constructing Third Party, complies with A.R.S. Title 34 with respect to the Phase II Road Improvements, only the Phase I Road Improvements shall be ineligible for reimbursement as a result.

4.7. Reimbursement Documentation. The Constructing Party shall not be eligible to receive any Sales Tax Reimbursements unless and until the Constructing Party has provided or has caused to be provided to the City Engineer all documentation reasonably requested by the City Engineer to demonstrate compliance with A.R.S. Title 34 as set forth in Section 4.6 above, the Actual Costs of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, that the Actual Costs have been paid by the Constructing Party and/or Third Parties, and that final, unconditional lien releases have been obtained from all contractors and subcontractors that have performed any work on the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, and that have filed valid preliminary 20-day lien notices (each, a “**Reimbursement Package**”). The amounts of the Actual Costs must be approved by the City Engineer prior to the City paying the Sales Tax Reimbursements to the Constructing Party. The City Engineer shall promptly review each

Reimbursement Package and notify the Constructing Party of its approval or disapproval thereof. If the City Engineer does not approve the Actual Costs, or a portion thereof (such portion, the “**Disputed Portion**”), within twenty-one (21) days of the City Engineer’s receipt of a Reimbursement Package, the Constructing Party may submit the Actual Costs or the Disputed Portion, as applicable, to the City Manager, for review and approval. If neither the City Engineer nor the City Manager approves the Actual Costs or the Disputed Portion, as applicable, within forty-five (45) days following the Constructing Party’s initial submittal thereof to the City Engineer, the Constructing Party and the City Manager shall thereafter use good faith efforts to reach an agreement on the Actual Costs or the Disputed Portion, as applicable. “Actual Costs” for the purpose of the City’s reimbursement obligations under Section 5 of this Agreement shall be deemed to include (a) all or any portion of the Actual Costs approved by the City Engineer or the City Manager, as applicable, and (b) upon agreement of the Parties regarding any Disputed Portion, all or a portion thereof, as determined by agreement of the Parties.

4.8. Warranty. The Constructing Party shall provide, or shall cause a constructing Third Party to provide, a warranty for any Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, warranting against defective workmanship and/or materials that lasts for two (2) years starting on the date the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, are Completed.

4.9. East Parcel Reservation Requirements. Owner shall reserve 7.5 acres of land within the East Parcel (the “**Reserved Land**”) for C-2 (General Commercial) uses for a period of 18 months from the Effective Date (the “**Reservation Requirement**”). The Reserved Land may be located anywhere within the East Parcel and may comprise multiple parcels that are not required to be contiguous to one another or to the West Parcel. If the Reserved Land is split or divided into multiple parcels each parcel shall be a minimum of 2.5 acres that can be reasonably used for C-2 (General Commercial) uses. During the period covered by the Reservation Requirement (the “**Reservation Period**”), the City’s Economic Development Department intends to pursue for Owner’s consideration C-2 (General Commercial) uses for the Reserved Land that complement the Retail Project. For the avoidance of doubt, Owner is not obligated to take any action in pursuit of C-2 (General Commercial) uses for the Reserved Land during the Reservation Period, but Owner agrees to work in good faith with the City to evaluate the feasibility of any potential uses or users proposed by the City’s Economic Development Department. Owner shall not be prohibited hereby from pursuing site plan approval or construction permits for uses other than C-2 (General Commercial) during the Reservation Period and the City agrees to process any applications submitted by Owner during such period; provided, however, the City will not issue during the Reservation Period site plan approvals or construction permits for the development of more than 39.95 acres of the East Parcel for uses other than C-2 (General Commercial).

4.10. Condition of Reimbursement. Owner is not obligated by this Agreement to develop or construct, or cause to be developed or constructed, all or any portion of the Retail Project, the Project, or the Road Improvements; provided, however, as an express condition to the City's reimbursement obligations under Section 5 the Constructing Parties shall have caused the Retail Project and the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, to be Completed within the time frame set forth in Section 3.2. For the avoidance of doubt, if the Phase II Road Improvements are not Completed within the time frame set forth in Section 3.2, but the Retail Project and the Phase I Road Improvements are Completed within such time frame, the Phase I Road Improvements shall remain eligible for reimbursement under Section 5.

5. City's Obligations.

5.1. Reimbursements. In consideration for the construction and dedication to the City of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, and developing or causing to be developed the Retail Project, and otherwise satisfying the terms and conditions of this Agreement the City shall, subject to the terms and conditions in this Agreement, reimburse each Constructing Party its Actual Costs, as approved by the City pursuant to the terms of Section 4.7 above, up to the applicable Maximum Reimbursement Amount.

5.2. Payments. In consideration of the Constructing Party constructing or causing to be constructed the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, and otherwise satisfying, or causing to be satisfied, the terms and conditions of this Agreement, the City shall, subject to the terms and conditions of this Agreement, pay the Sales Tax Reimbursements to the Constructing Party from the Reimbursement Account as outlined in Section 5.5 below.

5.3. Condition of Reimbursement. The City's obligation to pay the Sales Tax Reimbursements to the Constructing Party is conditioned upon the Retail Project and the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, being Completed within the time frame set forth in Section 3.2 above, Owner's satisfaction of the Reservation Requirement described in Section 4.9 above, and satisfaction of the requirements set forth in Section 4.7 above. Prior to the Completion of the Retail Project and the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, the City shall accumulate the Sales Tax Reimbursements in a Reimbursement Account as described in Section 5.5 for the benefit of Owner for the subsequent disbursement to each Constructing Party in accordance with the terms and conditions of Section 5.6.

5.4. Reimbursement. The City's reimbursement obligation under this Agreement is limited to Sales Taxes collected by the City from Taxable Activities occurring during the Term of this Agreement. No interest shall accrue or be paid on the amounts of any reimbursements to be paid under this Agreement.

5.5. Reimbursement Account. After the Effective Date the City shall create an account separate from the City's general fund which may take the form of a separate or segregated accounting or journal entry (the "**Reimbursement Account**") into which the City shall deposit the Sales Tax Reimbursements. The first deposit into the Reimbursement Account shall be made within thirty (30) days following the City's receipt of its monthly transaction privilege tax report from the Arizona Department of Revenue that includes Sales Taxes actually received by the City from the Taxable Activities (the "**Monthly Report**"), and subsequent deposits shall be made within thirty (30) days following the City's receipt of each subsequent Monthly Report, until each Constructing Party has been reimbursed the Actual Costs incurred by such Constructing Party, or until the expiration of this Agreement, whichever occurs first. The Reimbursement Account shall terminate if (a) the Retail Project and the Phase I Road Improvements are not Completed by the deadline set forth in Section 3.2 above, and/or (b) Owner fails to satisfy the Reservation Requirement set forth in Section 4.9 above. Upon the termination of the Reimbursement Account, all funds therein shall be retained by the City free and clear of any claims by Owner.

5.6. Reimbursement Procedure. Unless this Agreement is terminated as set forth in Section 3.2 above and/or the Reimbursement Account is terminated as set forth in Section 5.5 above, and subject to satisfaction of the requirements set forth in Section 4.7 above, the City shall pay the Sales Tax Reimbursements to the Constructing Party from the Reimbursement Account in accordance with the provisions of this Section 5.6. Thirty (30) days after the end of the first full fiscal quarter following the Completion of the Retail Project and the Phase I Road Improvements, the satisfaction of the Reservation Requirement described in Section 4.9 above, and the approval of the applicable Reimbursement Package described in Section 4.7 above, and subject to the Confidentiality requirements set forth in section 5.7 below, the City shall pay to each Constructing Party its Proportionate Share of Sales Tax Reimbursements then held or reflected in the Reimbursement Account up to the Maximum Reimbursement Amount. The City shall continue to pay to each Constructing Party thereafter its Proportionate Share of all Sales Tax Reimbursements held or reflected in the Reimbursement Account within thirty (30) days after the end of each fiscal quarter until each Constructing Party has been reimbursed the Actual Costs. The City shall pay to each Constructing Party its Proportionate Share of any Sales Tax Reimbursements held or reflected in the Reimbursement Account, up to the Maximum Reimbursement Amount, upon the expiration of this Agreement, notwithstanding such expiration, which obligation of the City shall survive the expiration of this Agreement. Provided the City has received applicable "Consent Forms" (as defined herein) for all necessary taxpayers within the Property, the City shall deliver to each Constructing Party a report of Sales Taxes from Taxable Activities with each payment of Sales Tax Reimbursements. Notwithstanding the above the City will comply with all state statutes or Arizona Department of Revenue guidelines regarding confidential taxpayer information. Each Constructing Party shall have the right to contest the City's calculation of its Proportionate Share of Sales Tax Reimbursements in accordance with applicable laws.

5.7. Confidentiality. No payment of Sales Tax Reimbursements may be made until at least ten (10) taxpayers are remitting Sales Taxes from the Property. However, prior to such time, each applicable Constructing Party may receive its Proportionate Share of Sales Tax Reimbursements applicable to the Taxable Activities of any taxpayer for which the City has received an Arizona Department of Revenue form 285B Disclosure Authorization Form or a Consent to Release of Tax Information similar to the form set forth as EXHIBIT 3 attached hereto as the same may be modified to reflect reasonable changes requested by any taxpayer (each such form, a “**Consent Form**”).

5.8. Multiple Location Taxpayers. Since some businesses with multiple locations in the City (a “**Multiple Location Taxpayer**”) report their Sales Taxes on the basis of revenues from all of their locations in the City, rather than separately for each location, (a) Retail User shall, to the extent Retail User is a Multiple Location Taxpayer, and (b) Owner shall request each such Multiple Location Taxpayer located in the Project, to separately report its Sales Taxes. Similarly, since some contractors and subcontractors with multiple projects or jobs in the City (also, a “**Multiple Location Taxpayer**”) report their Sales Taxes on the basis of revenues for all their projects or jobs in the City, rather than separately for each project or job, each Constructing Party shall exercise reasonable efforts to require each contractor and subcontractor having Taxable Activities in constructing the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, or the Project to separately report its Sales Taxes. Furthermore, each Constructing Party shall exercise reasonable efforts to obtain from each Multiple Location Taxpayer a Consent Form. If such separate reporting is not received by the City for a Multiple Location Taxpayer, the City shall make a reasonable estimate of the Sales Taxes derived from such Taxable Activities on the Property or from construction of the Road Improvements based on all information available to the City, including information provided by the Constructing Party.

5.9. Reimbursements to Owner. With respect to the right to reimbursement, references to the “Constructing Party” in this Agreement means solely the Retail User and/or the “Owner” defined on the first page of this Agreement, whichever party constructs, or causes to be constructed, the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements (as applicable, a “**Receiving Owner**”), and only a Receiving Owner shall be entitled to receive Sales Tax Reimbursements, notwithstanding the sale by a Receiving Owner of the West Parcel or any portion of the East Parcel, as applicable, until a Receiving Owner provides written notice to the City signed by an authorized officer of such Receiving Owner designating an Affiliate of such Receiving Owner or a Third Party to receive such Sales Tax Reimbursements. A Receiving Owner’s right to receive Sales Tax Reimbursements hereunder shall not run with the land.

5.10. Acceptance of Road Improvements. Upon Acceptance, the Road Improvements situated within the dedicated right-of-way shall become public facilities and property of the City; the City shall be solely responsible for all subsequent operation, maintenance, repairs, or replacements thereof; and the City shall bear the risk of, and shall

indemnify each Constructing Party or any applicable Third Parties and their respective successors, Affiliates, members, managers, agents, and representatives, against any claim arising after Acceptance of the Road Improvements from any injury (personal, economic, or other) or property damage to any person, party, or utility, arising from the condition, operation, or use of the Road Improvements, the Phase I Road Improvements, or the Phase II Road Improvements, as applicable, situated within the dedicated right-of-way, except to the extent caused by the negligence or willful acts or omissions of such Constructing Party, any applicable Third Parties, or their respective successors, Affiliates, members, managers, agents and representatives.

5.11. Expedited Review. The City will use its best efforts to expedite its review of any submittals related to the design and construction of the Road Improvements, the Phase I Road Improvements, and the Phase II Road Improvements, as applicable, and the Project within the time normally associated with the City's expedited review processes, provided submittals are complete and comply with Development Regulations.

6. No Guarantee. The City cannot guarantee that a Constructing Party will be reimbursed in full for the Actual Costs. However, the City shall make a good faith effort to collect the Sales Taxes from Taxable Activities and shall reimburse each Constructing Party therefor as provided in this Agreement.

7. General Terms

7.1. Entire Agreement. This Agreement, together with the attached Exhibits (which are incorporated herein by this reference) constitutes the entire Agreement between the Parties pertaining to the construction of the Road Improvements, the Phase I Road Improvements, and the Phase II Road Improvements, as applicable, and all prior and contemporaneous agreements, representations, negotiations, and understandings of the Parties, oral or written pertaining to the subject matter of this Agreement are hereby superseded and merged herein.

7.2. Recording/Amendments. This Agreement shall be recorded in its entirety in the Official Records of Maricopa County not later than ten (10) days after its full execution. In order for an amendment of this Agreement to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Parties for review. To be effective, amendments shall be approved by the City Council, signed by the Parties, and attached to this Agreement as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

7.3. Exhibits. All Exhibits to this Agreement shall be deemed a part of this Agreement and enforceable as if in the body of this Agreement.

7.4. Requirements Not Addressed. The Parties acknowledge and agree that this Agreement addresses only certain issues with respect to the development of the Property and provides only those rights expressly set forth in this Agreement. Except as expressly

provided otherwise in this Agreement, this Agreement does not relieve Owner from constructing additional public or private infrastructure that may be required by Federal, State, County or City laws, ordinances, codes, rules, regulations, standards, guidelines, conditions of approval and the like, including by way of example but not limitation, infrastructure needed for drainage, internal roads, and emergency access roads. Except as expressly provided otherwise in this Agreement, this Agreement does not relieve Owner from complying with the City's requirements concerning the development process, including by way of example but not limitation, complying with procedures and processes governing submission requirements for zoning, preliminary subdivision plats, final subdivision plats and/or site plans, and paying all applicable costs, permit fees, development fees, application fees, and taxes.

7.5. Development Regulations. Except as otherwise expressly provided in this Agreement and subject to the terms and conditions of this Agreement, the Parties agree that the construction of the Road Improvements, the Phase I Road Improvements, and the Phase II Road Improvements, as applicable, shall be governed by the Development Regulations in effect as of the date of this Agreement or in effect when permits are issued therefor, whichever is later.

7.6. Future Conditions and Approvals. The Parties acknowledge and agree that this Agreement addresses only limited issues relative to the construction of the Road Improvements, the Phase I Road Improvements, and the Phase II Road Improvements, as applicable. The Parties agree that nothing in this Agreement shall be deemed to require the City to grant any future administrative or legislative approvals related to the development of the Property that would be in addition to those approvals the City has already provided to the Property as of the Effective Date of this Agreement provided, however, such approvals have not already expired or been terminated, do not expire or terminate pursuant to the terms of this Agreement, or are not revoked or terminated because of a breach of this Agreement. Regardless of whether the action or payment is provided for in this Agreement, the Parties acknowledge and agree that the City is not required to undertake any action or make any payments if any federal, state, or local law requires formal action and approval by the City Council before undertaking such action or payment until the City Council has taken the required formal action and has approved the action or payment. The Parties agree that nothing in this Agreement shall affect the City's legislative authority to approve or deny zoning or other development related applications, including applications for preliminary and/or final plats and/or site plans, or the City's legislative authority to impose conditions on the development of the Property. Finally, the Parties agree that except as otherwise expressly provided herein, nothing in this Agreement shall restrict the Owner's rights to object to and pursue all legal remedies to obtain relief from any future conditions, stipulations, policies, procedures, resolutions or ordinances imposed by the City that Owner deems are illegal and/or beyond the scope of the City's statutory authority as applied to the Property.

7.7. Notices. Any and all notices, filings, approvals, consents, or other communications required or permitted by this Agreement shall be given in writing and (i) personally delivered, (ii) sent by first-class mail, postage prepaid, (iii) sent by Federal Express, Airborne, U.P.S. or other similar nationally recognized overnight courier, addressed as follows:

To City:	City of Goodyear Attn: Development Services Director 1900 North Civic Square Goodyear, Arizona 85395
With a copy to:	City of Goodyear Attn: City Attorney 1900 North Civic Square Goodyear Arizona 85395
To Owner:	c/o EJM Development Co. 7419 East Helm Drive, Suite G Scottsdale, AZ 85260 Attention: Mr. Fred Stiles E-Mail: fstiles@EJMDevelopment.com
With a copy to:	c/o EJM Development Co. 9061 Santa Monica Boulevard Los Angeles, California 90069-5520 Attention: Rick Obel E-Mail: robel@EJMDevelopment.com

or to any other addresses as either Party may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals, and communication shall be deemed to have been given as of the date of the date of delivery if hand delivered or sent by overnight courier, or as of three (3) days following deposit in the U. S. Mail.

7.8. Covenants Running with the Land. Except as otherwise provided in this Agreement, rights and duties under this Agreement shall be for the benefit of, and a burden upon, the Property, and they shall be covenants running with the land.

7.9. Successors and Assigns. The provisions of this Agreement are binding upon and shall inure to the benefit of the Parties, and all of their successors and assigns.

7.10. No Agency or Partnership. Neither City nor Owner is acting as the agent of the other with respect to this Agreement, and this Agreement shall not be deemed to create a partnership, joint venture, or other business relationship between the City and Owner.

7.11. Conflicts of Interest. This Agreement is subject to the provisions of A.R.S. § 38-511 and may be terminated by the City in accordance with such provisions.

7.12. Business Days. If the last day of any time period stated in this Agreement or the date on which any obligation to be performed under this Agreement shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

7.13. Defaults and Remedies. Any Party shall be in default under this Agreement ("**Default**") if it fails to satisfy any term or condition as required under this Agreement within thirty (30) business days following written notice from the other Party ("**Notice**"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term of condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice and cures such deficiencies within a reasonable time thereafter.

7.14. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the City or Owner of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

7.15. Mediation. If a dispute arises out of or related to this Agreement, or breach thereof, the Parties agree that there shall be a ninety (90) day moratorium on litigation to first to try to settle the dispute through non-binding mediation before resorting to arbitration, litigation, or some other binding dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The mediator selected shall have a minimum of ten (10) years' experience mediating or arbitrating disputes involving commercial property development. The mediation shall be completed in one (1) day or less and shall be confidential and private. The terms of this section shall survive the expiration or earlier termination of this Agreement.

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

7.17. Fair Interpretation. The terms and provisions of this Agreement represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this Agreement shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed Agreement or any earlier draft of same. The terms of this section shall survive the expiration or earlier termination of this Agreement.

7.18. Choice of Law, Venue and Attorney's Fees. In any dispute under this Agreement, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this Agreement shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this section shall survive the expiration or earlier termination of this Agreement.

7.19. Survival Clause. All provisions in this Agreement that logically ought to survive the expiration or earlier termination of this Agreement shall survive the expiration or earlier termination of this Agreement. This includes by way of example: all provisions imposing obligations that will not be triggered until the Agreement is terminated, all indemnification provisions; all limitation of remedies and damages provisions; all provisions waiving claims; and all provisions relieving any Party of liability for actions taken. The fact that certain provisions in this Agreement expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this section to other provisions in the Agreement.

7.20. Representations and Warranties of Owner. As of the date of the execution of this Agreement, Owner represents and warrants the following:

7.20.1. Ownership. Owner is the owner of the Property and has the full right and authority to submit its interest in the Property to the obligations hereunder.

7.20.2. Authorization. Owner is qualified to do business in Arizona and in good standing; Owner (including the person signing for Owner) has the authority and the right to enter into this Agreement as authorized by the manager of Owner, and Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

7.20.3. Due Diligence. Owner reviewed this Agreement and reached its own conclusions as to the binding and enforceable nature thereof and all of the provisions contained herein and has not relied on any representations or warranties of City other than those expressly provided in this Agreement.

7.21. Representations and Warranties of the City. As of the Effective Date of this Agreement, the City represents and warrants the following:

7.21.1. Approval. The City has approved this Agreement at a duly held and noticed public meeting by its Mayor and City Council, at which a quorum was duly present, and has authorized the execution hereof.

7.21.2. Authorization. City agrees that the persons executing this Agreement on behalf of City have been duly authorized to do so.

7.22. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further, this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement; provided, however, Owner shall deliver an original to the City for recordation in the Official Records of Maricopa County.

7.23. Force Majeure. A Party shall not be held liable for failure of or delay in performing its obligations under this Agreement if such failure or delay is the result of an act of God, such as earthquake, hurricane, tornado, flooding, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service. The nonperforming Party must make every reasonable attempt to minimize delay of performance.

7.24. Page Numbering. The page numbering of this document is exclusive of the Exhibits attached hereto.

7.25. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon anyone other than the Parties and their respective successors and permitted assigns.

IN WITNESS HEREOF and agreeing to be bound by the terms of this Agreement the Parties have caused this Agreement to be executed by their duly appointed representatives.

[signatures appear on the following pages]

CITY:

CITY OF GOODYEAR, an Arizona
municipal corporation

By: _____
Wynette Reed
City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF ARIZONA
County of Maricopa

On this _____ day of _____, 2024, before me personally appeared Wynette Reed, the City Manager for the CITY OF GOODYEAR, an Arizona municipal corporation, for and on behalf thereof, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he or she signed the above/attached document.

[Affix notary seal here]

Notary Public

IN WITNESS WHEREOF, the Parties have executed this Development Agreement for Reimbursement of Road Improvements as of the date first set forth above.

CHEYENNE:

CHEYENNE VALLEY, LLC, a Nevada limited liability company,

By: EJM Tri-State Properties II LLC, a Delaware limited liability company, its Member

By: EJM Development Co., A California Limited Partnership, a California limited partnership, its Member

By: EJM Operating Co., a Delaware limited liability company, its Managing General Partner

By: _____

Name: _____

Authorized Representative

By: _____

Name: _____

Authorized Representative

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)
)ss

County of Los Angeles)

On _____, 2024 before me, _____, Notary Public, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

OXNARD: **OXNARD COMMERCEPLEX LLC**, a Delaware limited liability company
By: EJM Tri-State Properties LLC, a Delaware limited liability company, its Member
By: EJM Development Co., A California Limited Partnership, a California limited partnership, its Member
By: EJM Operating Co., a Delaware limited liability company, its Managing General Partner

By: _____
Name: _____
Authorized Representative

State of California)
)ss
County of Los Angeles)

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Signature _____

IN WITNESS WHEREOF, the Parties have executed this Development Agreement for Reimbursement of Road Improvements as of the date first set forth above.

19TH AVENUE:

19TH AVENUE LLC, a Delaware limited liability company

By: EJM Tri-State Properties II LLC, a Delaware limited liability company, its Member

By: EJM Development Co., A California Limited Partnership, a California limited partnership, its Member

By: EJM Operating Co., a Delaware limited liability company, its Managing General Partner

By: _____

Name: _____

Authorized Representative

By: _____

Name: _____

Authorized Representative

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)
)ss

County of Los Angeles)

On _____, 2024 before me, _____, Notary Public, personally appeared _____ and _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

BULLARD: **BULLARD II PROPERTIES I LLC**, a Delaware limited liability company
By: EJM Tri-State Properties LLC, a Delaware limited liability company, its Member
By: EJM Development Co., A California Limited Partnership, a California limited partnership, its Member
By: EJM Operating Co., a Delaware limited liability company, its Managing General Partner

By: _____
Name: _____
Authorized Representative

State of California)
)ss
County of Los Angeles)

Signature _____

EXHIBIT 1
Description of the Property

EXHIBIT 2

General Description of Road Improvements

East-West Road

The Road Improvements include full street improvements (north and south half of the street) for a public street between the Property and the Adjacent Property to the south. This street shall be located between Bullard Avenue and 143rd Avenue as depicted in Exhibit 2-A attached hereto and incorporated herein by this reference. (The street described herein is referred to as the “**East-West Road**”).

The East-West Road shall be designed and constructed with the improvements and dedications required for a Commercial/Industrial Local Street as set forth in Standard Detail G-3124-3 of the Goodyear Engineering Design Standards and Policies Manual except with the modifications as reflected in Exhibit 2-A. The Road Improvements for the East-West Road shall be designed and constructed with all other items ancillary to the water main, sewer main, and storm drain systems.

North-South Road

The Road Improvements include full street improvements (east and west half of the street) for a public street between the East Parcel and the West Parcel. This street shall start at the East-West Road and shall continue north as needed to support the development of the adjacent parcels, as generally depicted in Exhibit 2-B attached hereto and incorporated herein by this reference. (The street described herein is referred to as the “**North-South Road**”).

The North-South Road shall be designed and constructed with the improvements and dedications required for a Commercial/Industrial Local Street as set forth in Standard Detail G-3124-3 of the Goodyear Engineering Design Standards and Policies Manual. The Road Improvements for the North-South Road shall be designed and constructed with all other items ancillary to the water main, sewer main, and storm drain systems.

EXHIBIT 2-A

General Depiction of Road Improvements

EXHIBIT 2-B

Phase I and Phase II Road Improvements

EXHIBIT 3

Consent to Release of Tax Information

CONSENT TO RELEASE OF TAX INFORMATION

Whereas, pursuant to a Development Agreement for Reimbursement of Road Improvements dated _____, 202__ (the “**Development Agreement**”) between the CITY OF GOODYEAR, an Arizona municipal corporation (the “**City**”) and CHEYENNE VALLEY, LLC, a Nevada limited liability company, OXNARD COMMERCEPLEX LLC, a Delaware limited liability company, 19TH AVENUE LLC, a Delaware limited liability company, and BULLARD II PROPERTIES I LLC, a Delaware limited liability company (collectively “**Owner**”), the City has agreed to assist Owner in the development of certain roadway and other public infrastructure improvements (the “**Road Improvements**”); and

Whereas, the City's assistance includes reimbursement to Owner for the Actual Costs (as defined in the Development Agreement) of the Road Improvement based on certain transaction privilege taxes generated from the construction and operation of the Project; and

Whereas, information concerning the payment of transaction privilege taxes is generally required to be kept confidential by the City's Tax and License Division unless a taxpayer consents to the release of such information;

Therefore, the undersigned taxpayer hereby consents to the release of all of its tax information necessary for the City to calculate and verify Owner's right to reimbursements from the City for the period from and after the date of this Consent until expiration or earlier termination of the Development Agreement.

Development Agreement Southeast Corner of I-10 and Bullard Avenue

Council Meeting

January 29, 2024



Development Agreement

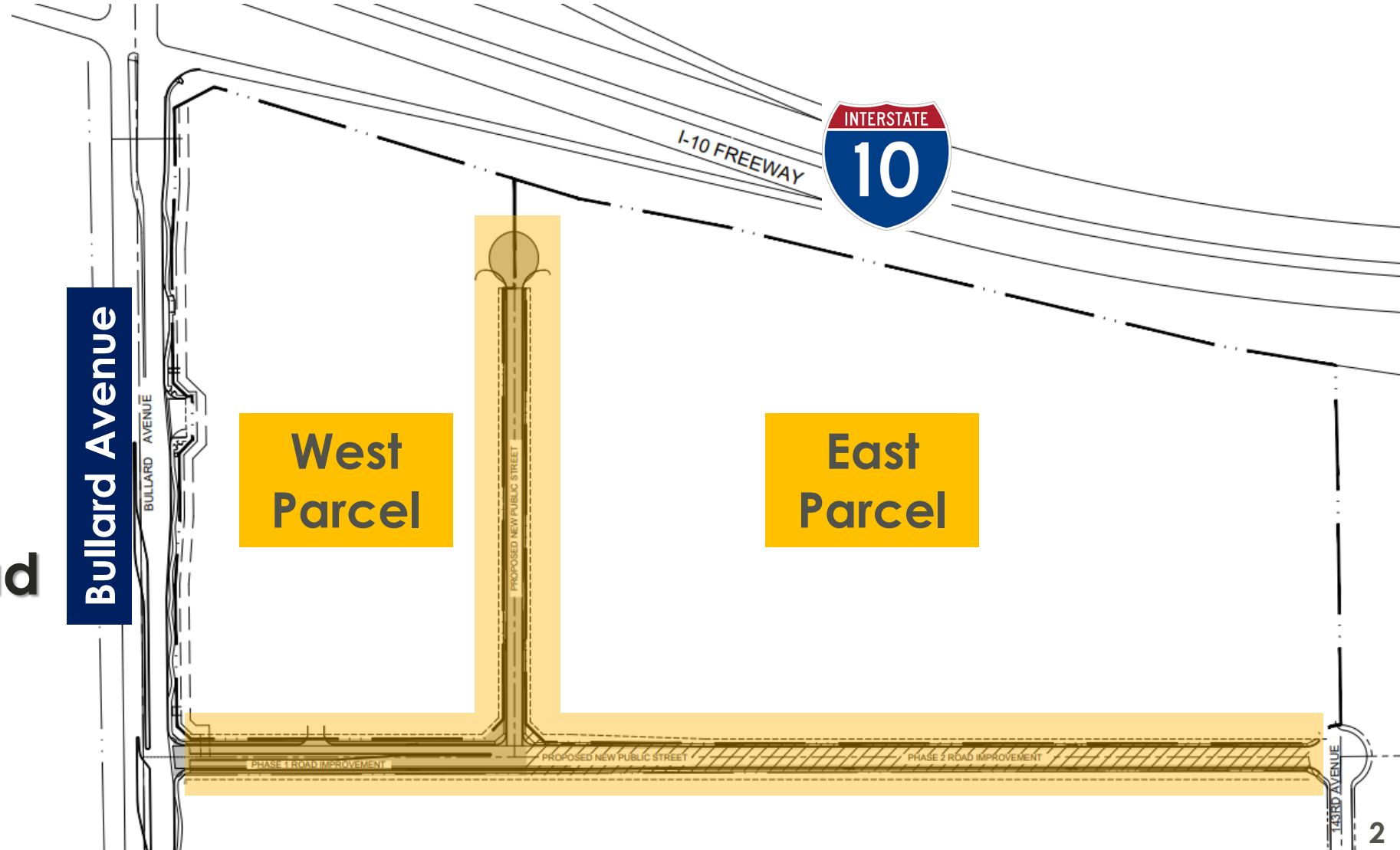
Key Aspects



**Delivery of Large
Retail User**

**Reservation for
commercial use**

**Construction of Road
Improvements**



Owner's and City's Responsibilities



Owner

- **Dedicating right-of-way and constructing public streets within 5 years**
- **Delivery of Large Retail User within 5 years**
- **Reservation of 7.5 acres for commercial use for 18 months**

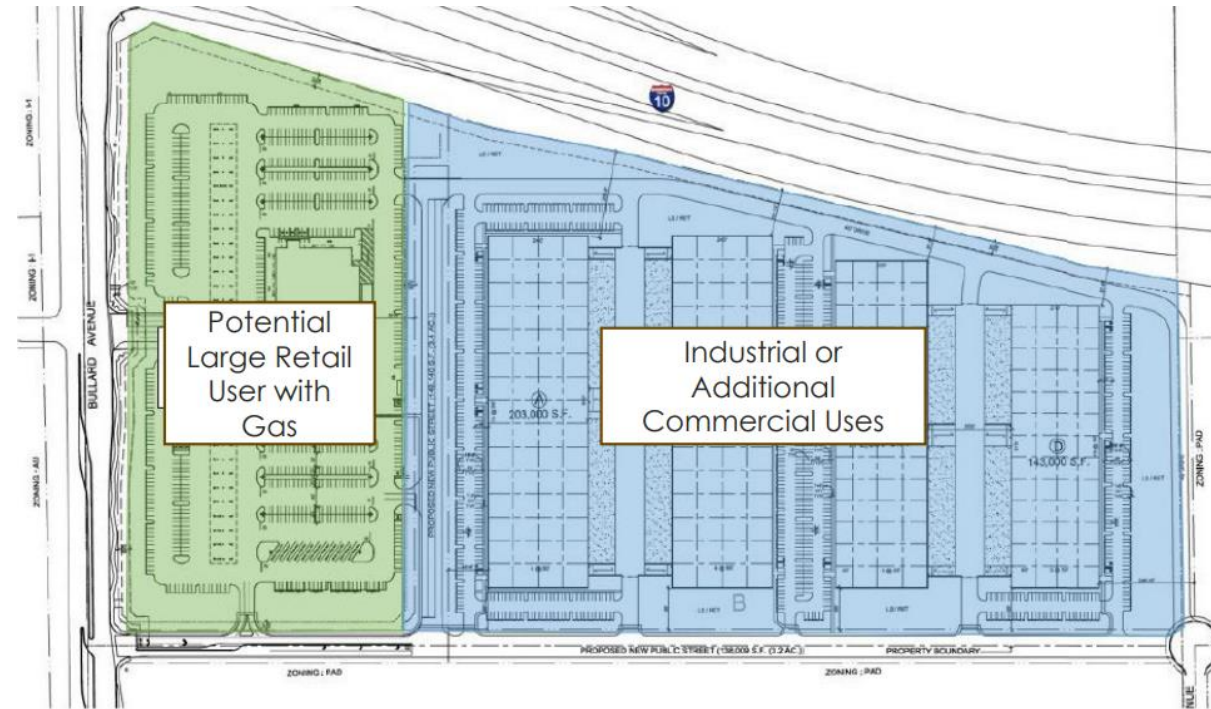
City

- **Reimbursement for construction of public streets**
 - **Reimbursement from 50% of the sales taxes generated from the property**

Key Terms



- 20-year term
- Preliminary Cost Estimate approved by City
 - Maximum reimbursement amount
- Construction of public streets must adhere to public procurement requirements
- Reimbursement based on actual costs
- Revenue from taxable activities on the property deposited into reimbursement account



Development Agreement Southeast Corner of I-10 and Bullard Avenue

Questions

Council Meeting
January 29, 2024

