



City Council Regular Meeting

City Hall - Council Chambers

1900 N. Civic Square

Goodyear, AZ 85395

Monday, April 29, 2024

5:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Laura Kaino

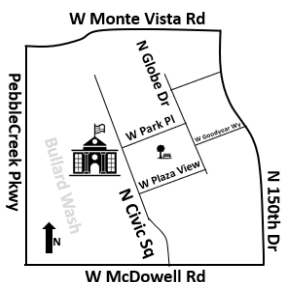
Councilmember
Sheri Lauritano

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 draft minutes from a Regular Meeting held on April 15, 2024. (Darcie McCracken, City Clerk)

**2. APPOINT MEMBERS TO THE AD-HOC CHARTER REVIEW COMMITTEE
RECOMMENDATION**

Appoint members to the Ad-Hoc Charter Review Committee. (Darcie McCracken, City Clerk)

**3. APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE
FOR POPO'S FIESTA DEL SOL
RECOMMENDATION**

Recommend approval of Application No. 287965 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Theresa June Morse has submitted this application for a New Series 12 liquor license for Popo's Fiesta Del Sol located at 15375 West McDowell Road, Goodyear, Arizona 85395. (Darcie McCracken, Clerk of the City)

**4. APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR
MACAYO'S MEXICAN FOOD
RECOMMENDATION**

Recommend approval of Application No. 286706 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Andrea Dahlman Lewkowitz has submitted this application for a New Series 12 liquor license for Macayo's Mexican Food located at 1474 N Litchfield Road, Goodyear, Arizona 85338. (Darcie McCracken, Clerk of the City)

5. **APPROVAL OF NEW SERIES 7 (BEER AND WINE BAR) LIQUOR LICENSE FOR BACCHUS WINE BAR**
RECOMMENDATION
Recommend approval of Application No. 283070 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Anthony John Vozar has submitted this application for a New Series 7 liquor license for Bacchus Wine Bar, which will be located at 1971 N. Globe Dr, Goodyear, Arizona 85395. (Darcie McCracken, Clerk of the City)
6. **APPROVE EXPENDITURE UP TO \$2,400,000 FOR THE REPLACEMENT OF SEWER LINES LOCATED WITHIN THE CORGETT WASH**
RECOMMENDATION
Approve expenditure of funds up to \$2,400,000 for the replacement of sewer lines located in the Corgett Wash (Project 61002). (Barbara Chappell, Water Services Director)
7. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR FIRE AND MEDICAL SERVICE STAFFING FOR SPECIAL EVENTS**
RECOMMENDATION
Approve the intergovernmental agreement (IGA) with city of Glendale for fire and medical service staffing for special events. (Paul Luizzi, Fire Chief)
8. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH STATE OF ARIZONA THROUGH DEPARTMENT OF CHILD SAFETY TO PROVIDE INTEGRATED SERVICES AT THE SOUTHWEST FAMILY ADVOCACY CENTER**
RECOMMENDATION
Approve the Intergovernmental Agreement (IGA) with State of Arizona Department of Child Safety (DCS) and City of Goodyear. (Art Miller, Interim Chief of Police)
9. **THRIVE AT AVISION GOODYEAR FINAL PLAT**
RECOMMENDATION
Conditionally approve the Final Plat for Thrive at Avison Goodyear, subdividing 4.61 acres into 47 lots and 3 tracts at the North East Corner of the West Van Buren Street and North Central Avenue. (Marty Crossland, Deputy Director of Development Engineering)
10. **DESIGNATE AN AUTHORIZED REPRESENTATIVE FOR THE CITY OF GOODYEAR TO ACCEPT FEDERAL AND/OR STATE FUNDING**
RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2402 APPROVING THE DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM TO BE SUBMITTED TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES FINANCE DIRECTOR JARED ASKELSON, AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE APPLICANT'S AUTHORIZED REPRESENTATIVE TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF THE CITY OF GOODYEAR. (Jared Askelson, Finance Director)

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

11. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO R1-A (SINGLE-FAMILY ATTACHED)**

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1607, AMENDING ARTICLE 2-2 (DEFINITIONS) TO ADD THE DEFINITION OF "ALLEY-LOADED"; AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 3-2 (RESIDENTIAL DISTRICTS) BY REVISING TABLE 3-2-3-A (DEVELOPMENT STANDARDS – SINGLE FAMILY DISTRICTS) AND FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS, MODIFYING 3-3-3-D (DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS (R1-6, R1-4, R1-A, R1-C)) AND MODIFYING TABLE 3-2-3-E (LOT SIZE AND MINIMUM NUMBER OF REQUIRED DESIGN ELEMENTS FOR REDUCED LOT WIDTH AND SIDE YARD SETBACK REDUCTION REQUESTS), CREATING FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS AND CLARIFYING MINIMUM LOT AREA; AND AMENDING ARTICLE 6-2 (GENERAL PARKING REGULATIONS) BY CLARIFYING DRIVEWAY LENGTHS WITHIN 6-2-2 (RESIDENTIAL VEHICULAR ACCESS); PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Planning Manager)

12. **USE PERMIT FOR A CONVENIENCE USE AT THE NORTHWEST CORNER OF MCDOWELL ROAD AND 150TH DRIVE, WITHIN GOODYEAR CIVIC SQUARE**
RECOMMENDATION

Approve the request for a Use Permit for a convenience use for a drive-through restaurant on an approximately 1.46-acre identified in the Goodyear Civic Square at Estrella Falls PAD and located at the northwest corner of McDowell Road and 150th Drive, subject to stipulations. (Justin Gabrielson, Planner)

13. **FY2024-2025 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM**

RECOMMENDATION

Collect public comment on the draft FY2024-2025 Action Plan for the HUD CDBG program. (Christina Panaitescu, Community Partnerships Program Manager)

14. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO GROUP HOMES**

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1604, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2 SECTION 2-2 (DEFINITIONS), AMENDING SECTIONS 3-2-2 (PERMITTED USES) and 3-2-4 (SINGLE FAMILY – ADDITIONAL USE DEFINITIONS AND REGULATIONS) OF ARTICLE 3, RELATED TO DEFINITIONS, MINIMUM SEPARATION OF GROUP HOMES, AND ZONING CLEARANCE APPROVALS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (David Williams, Contract Planner)

BUSINESS

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

RECOMMENDATION

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

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:

May 6, 2024

Council Meeting

5:00 p.m.

EXECUTIVE SESSION

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

16. Pursuant to A.R.S. §38-431.03(A) (3) (4): Discussion and consultation with the City Attorney and City Manager for legal advice to consider its position and instruct its attorneys regarding the City's position regarding contracts that are the subject of negotiations related to intergovernmental agreements for joint use projects.

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 04/24/2024 at 4:00 p.m. by AG.

ITEM #: 1.
DATE: 04/29/2024
AI #:2011



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on April 15, 2024. (Darcie McCracken, City Clerk)

Attachments

April 15, 2024 Draft Regular Meeting minutes

City Council Regular Meeting

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



Monday, April 15, 2024

Meeting Minutes

Immediately following the Work Session that begins at 3:00 PM

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:22 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

COMMUNICATIONS

1. Update regarding completion of Cotton Lane from Lilac to Pima Street Improvements.

Deputy Director of Engineering Chris Bridges gave an update on the completed improvements to improve traffic flow and capacity on Cotton Lane. He showed a fly over video that highlighted the addition of a southbound lane and right turning lane, along with a new bike lane and a left turn lane at Cotton Lane and Pima Street.

Council expressed appreciation for the improvements to this road. Chris Bridges clarified that Cotton Lane will eventually be the continuation of Loop 303 and the bike lanes will be relocated to a bike trail off to the side as part of the freeway project.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no speakers.

CONSENT

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Laura Kaino to APPROVE Consent Agenda Items 2 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

2. **APPROVAL OF MINUTES**

Approve the draft minutes from a Regular Meeting held on March 25, 2024. (Darcie McCracken, City Clerk)

3. **ESTABLISH THE AD-HOC CHARTER REVIEW COMMITTEE AND APPOINT MEMBERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2399, ESTABLISHING THE AD-HOC CHARTER REVIEW COMMITTEE; PROVIDING FOR A TERMINATION OF THE COMMITTEE; ESTABLISHING BY-LAWS; AUTHORIZING THE CITY MANAGER AND/OR HER DESIGNEE TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THIS RESOLUTION; AND ESTABLISHING AN EFFECTIVE DATE. (Darcie McCracken, City Clerk)

4. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR PUBLIC SAFETY TRAINING**

RECOMMENDATION

Approve the Intergovernmental Agreement with the City of Glendale for Public Safety Training. (Paul Luizzi, Fire Chief)

5. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

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

6. **AMEND ARTICLE 9-8 DEVELOPMENT FEES OF CHAPTER 9 OF THE GOODYEAR CITY CODE**

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1609 AMENDING VARIOUS SECTIONS IN ARTICLE 9-8 (DEVELOPMENT FEES) OF THE GOODYEAR CITY CODE; PROVIDING FOR SEVERABILITY, CORRECTIONS AND AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

BUSINESS

7. **FY2025 ANNUAL PUBLIC ART PLAN**

Arts & Culture Coordinator Layne Ruiz, with support from Lisa Paulos, Chairman Arts & Culture Commission and Jennifer Barnes, Chairman Public Art Subcommittee provided highlights from the Fiscal Year (FY) 2024 Public Art Plan, the positive impact public art has on the community, the goals for public art and key elements of the recommended projects and programs included in the FY2025 Public Art Plan.

Ms. Ruiz presented the FY2025 Annual Public Art Plan and discussed five recommended projects. The projects were artwork at Fire Station 184, continued Pop Ups in the Park, addition of Public Art Tours, embellish 12 additional traffic cabinets, and partner with west valley cities to create a West Valley Temporary Art Program.

Council expressed support and appreciation to city staff and the committee for their innovation and enhancement of arts and culture in the community.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to APPROVE the FY2025 Annual Public Art Plan as recommended by the Arts & Culture Commission. 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

City Manager Wynette Reed highlighted the Lakeside Music Festival that took place on April 13, 2024, and attracted approximately 15,000 visitors.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

April 29, 2024

Council Meeting

5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:01 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 April 15, 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: 04/29/2024
AI #:2007



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINT MEMBERS TO THE AD-HOC CHARTER REVIEW COMMITTEE

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Appoint the members of the Ad-Hoc Charter Review Committee.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Appoint members to the Ad-Hoc Charter Review Committee. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no fiscal impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

On April 15, 2024, City Council created the Ad-Hoc Charter Review Committee. This additional action will appoint the members to the Ad-Hoc Charter Review Committee. The members will be sworn in at the first meeting of the Committee.

Members to be appointed for the duration of the Committee are as follows:

John Cox - Chair

Fran Fee

David Halm

Jason Kish

Robert Paine

Rodie Purcell

Susan Schmelzer - Vice-Chair

ITEM #: 3.
DATE: 04/29/2024
AI #:1987



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE
FOR POPO'S FIESTA DEL SOL**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Theresa June Morse, Agent

SUMMARY

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

STRATEGIC PLAN ALIGNMENT



Sense of
Community

RECOMMENDATION

Recommend approval of Application No. 287965 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Theresa June Morse has submitted this application for a New Series 12 liquor license for Popo's Fiesta Del Sol located at 15375 West McDowell Road, Goodyear, Arizona 85395. (Darcie McCracken, Clerk of the City)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Morse on behalf of Popo's Fiesta Del Sol. The establishment is scheduled to open in April 2024 under an interim permit that was issued by the Arizona Department of Liquor Licenses and Control (DLLC). A license applicant is granted an interim permit, which is a provisional authorization issued pursuant to A.R.S §4-203.01. This authorization permits the sale of spirituous liquor to continue while the application is pending. Existing licenses must be of the same series and location as the

pending application, with a maximum validity period of 105 days, to qualify.

The City Clerk's office received the application from the DLLC on March 27, 2024, and the Public Hearing notice was posted on April 3rd, 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 (Code Compliance and Planning & Zoning), and the departments had no comments.

STAFF ANALYSIS

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

DLLC requires liquor license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The two owners and managers have taken the Title 4 Basic & Management training. Managers and staff will require a valid ID to purchase alcohol if the guest appears to be under the legal drinking age and watch to make sure of age customers do not provide to underage.

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

Attachments

DLLC Local Governing Body Report
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 03/27/2024 @ 03:14:19 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	POPO'S FIESTA DEL SOL		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	15375 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	530 E MCDOWELL ROAD STE 107-241 PHOENIX, AZ 85004 USA		
Phone:	(623)600-8694		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	530 E MCDOWELL ROAD STE 107-241 PHOENIX, AZ 85004 USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@Q.COM

OWNER

60th day
05-26-2024

105th day
07-10-2024

Name: POPO'S GOODYEAR LLC
Contact Name: THERESA JUNE MORSE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23631120 State of Incorporation: AZ
Incorporation Date: 01/17/2024
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

Officers / Stockholders

Name:	Title:	% Interest:
ELVA CONSUELO TELLO	Member	50.00
MARIO ESIQUIO TELLO	Member	50.00

POPO'S GOODYEAR LLC - Member

Name: MARIO ESIQUIO TELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)521-2478
Alt. Phone:
Email: ETELLO73@YAHOO.COM

POPO'S GOODYEAR LLC - Member

Name: ELVA CONSUELO TELLO
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)521-2478
Alt. Phone:
Email: ETELLO73@YAHOO.COM

MANAGERS

Name: JUSTIN MARCELLUS FERREL
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (703)582-0697
Alt. Phone:
Email: JUSTMFE@GMAIL.COM

Name: AMITY RAQUEL TELLO
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)298-9113
Alt. Phone:
Email: AMITY.R.TELLO@GMAIL.COM

APPLICATION INFORMATION

Application Number: 287965
Application Type: New Application
Created Date: 03/18/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
LANDLORD REMEDIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
JOSEPH LUCIDI 13935 W CREOSOTE DR PEORIA. AZ 85383 \$250,000
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS PATIO
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

State of Arizona
Department of Liquor Licenses and Control

Created 03/27/2024 @ 03:14:33 PM

Local Governing Body Report

LICENSE

Number:	INP070027669	Type:	INP INTERIM PERMIT
Name:	POPO'S FIESTA DEL SOL		
State:	Active		
Issue Date:	03/27/2024	Expiration Date:	07/10/2024
Original Issue Date:	03/27/2024		
Location:	15375 W MCDOWELL ROAD GOODYEAR, AZ 85395 USA		
Mailing Address:	530 E MCDOWELL ROAD STE 107-241 PHOENIX, AZ 85004 USA		
Phone:	(623)600-8694		
Alt. Phone:	(480)353-8035		
Email:	TJMORSE1208@Q.COM		

AGENT

Name:	THERESA JUNE MORSE
Gender:	Female
Correspondence Address:	530 E MCDOWELL ROAD STE 107-241 PHOENIX, AZ 85004 USA
Phone:	(480)353-8035
Alt. Phone:	
Email:	TJMORSE1208@Q.COM

OWNER

Name: POPO'S GOODYEAR LLC
Contact Name: THERESA JUNE MORSE
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: 23631120 State of Incorporation: AZ
Incorporation Date: 01/17/2024
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (480)353-8035
Alt. Phone:
Email: TJMORSE1208@Q.COM

Officers / Stockholders

Name:	Title:	% Interest:
ELVA CONSUELO TELLO	Member	50.00
MARIO ESQUIO TELLO	Member	50.00

POPO'S GOODYEAR LLC - Member

Name: MARIO ESQUIO TELLO
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)521-2478
Alt. Phone:
Email: ETELLO73@YAHOO.COM

POPO'S GOODYEAR LLC - Member

Name: ELVA CONSUELO TELLO
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)521-2478
Alt. Phone:
Email: ETELLO73@YAHOO.COM

MANAGERS

Name: JUSTIN MARCELLUS FERREL
Gender: Male
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (703)582-0697
Alt. Phone:
Email: JUSTMFE@GMAIL.COM

Name: AMITY RAQUEL TELLO
Gender: Female
Correspondence Address: 530 E MCDOWELL ROAD
STE 107-241
PHOENIX, AZ 85004
USA
Phone: (623)298-9113
Alt. Phone:
Email: AMITY.R.TELLO@GMAIL.COM

APPLICATION INFORMATION

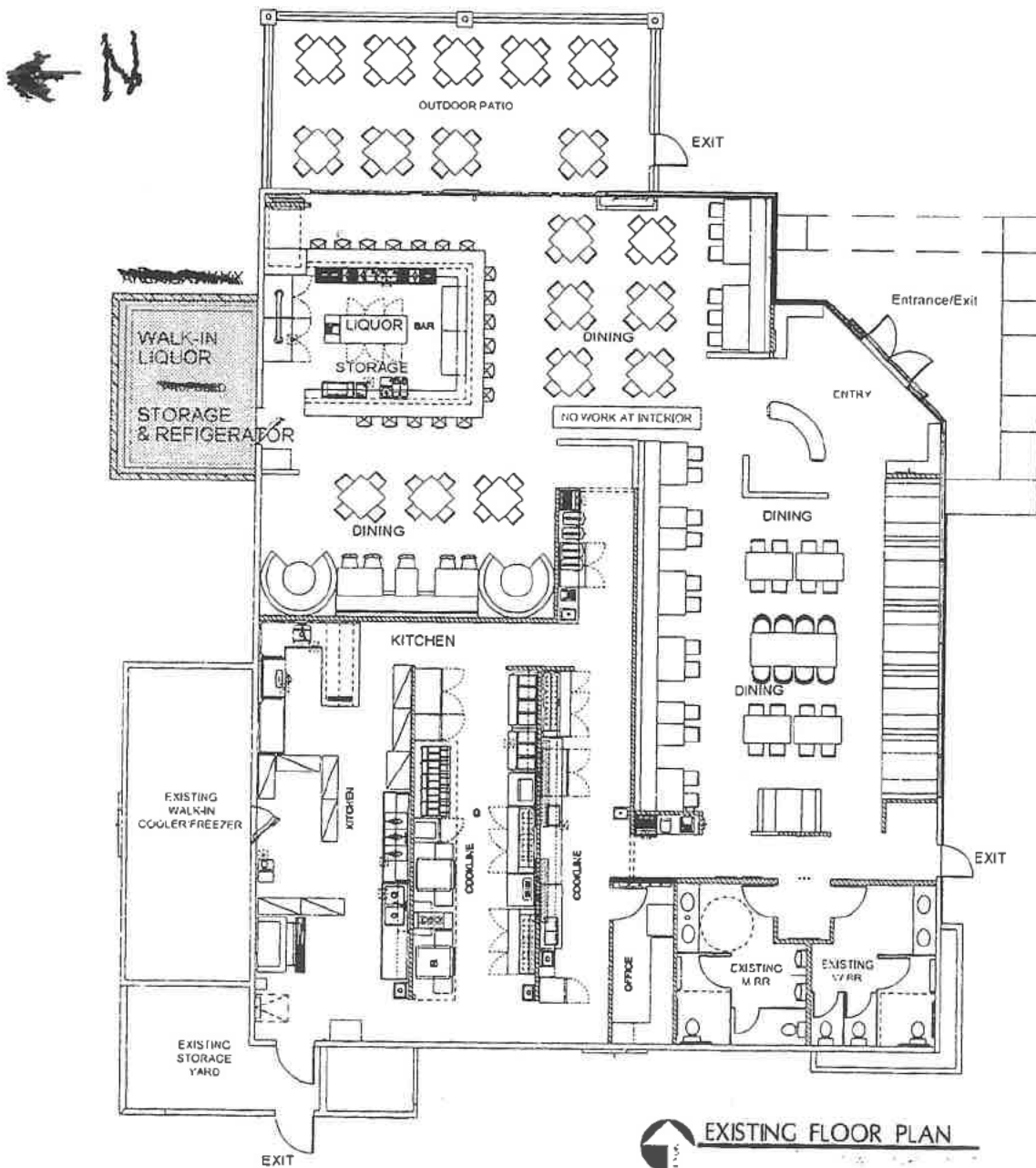
Application Number: 287967
Application Type: New Application
Created Date: 03/18/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location
012070018592
- 2) Is the license currently in use?
Yes
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?
Yes
A Document of type INTERIM NOTARY PAGE is required.

53 FT = 5,008



EGG ESPECIALES

*HUEVOS CON QUESO

Cheese omelet, with rice, beans and a flour tortilla..... 13.85

*HUEVOS RANCHEROS

Two eggs fried over easy served atop corn tortillas and smothered in our own special sauce. Served with rice, beans and a flour tortilla 13.85

*CHORIZO OR MACHACA CON HUEVOS

Chorizo or machaca scrambled with eggs. Served with rice, beans and a flour tortilla 13.95

*HUEVOS MEXICANA

Cheese omelet with green chiles, tomatoes and green onions. Served with rice, beans and a flour tortilla 13.85



PLATOS AMERICANOS



*SPANISH RIBEYE

Charbroiled 8 oz. Ribeye, smothered in our spanish sauce. Served with rice, beans, and a flour tortilla.....20.85

*RIBEYE STEAK

8 ounces of ribeye, charbroiled.
Served with french fries, cheese toast and your choice of albondigas soup or a dinner salad.....20.85

*POPO BURGER

1/3 Pound burger garnished with lettuce, tomato, onions and pickles. Served with french fries10.45
with cheese.....11.05

CHARBROILED CHICKEN SANDWICH

Garnished with lettuce, tomato and pickles.
Served with french fries 11.35
Add green chile strips1.35

BBQ SANDWICH Served with french fries 12.20

GRILLED CHEESE Served with french fries8.20

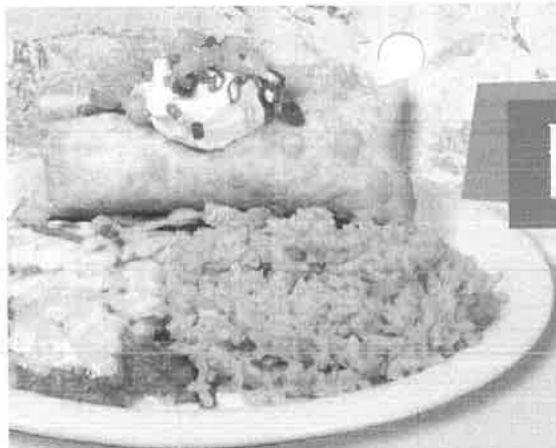
ON THE SIDE

Grilled veggies.....	6.00
Rice	3.15
Beans	3.15
Black beans	3.15
Flour tortilla	1.35
with butter	1.60
Corn tortillas (3)	1.35
with butter	1.60

Side of or extra cheese.....	1.40	Tomatillo	2.00
Side of lemons.....	.65	Pico de gallo	2.00
Chiles toreados (fried jalepenos)....	3.45	Jalapenos (2).....	1.60
Guacamole	2.75	Jalapeno cream cheese	2.75
Sliced avocado	2.85	Egg	1.60
Sour cream	1.80	Salad Dressing.....	.25

**Items with asterisks are served undercooked or cooked to order.*

Consuming raw or undercooked meats, poultry, seafood, shellfish or egg may increase your risk of food borne illness.



LUNCH SPECIALS

Served Monday thru Friday 11 am-3:00 pm

TREMENDA CHIMIS *Lunch sized!*

Chimichanga stuffed and topped with one of the following choices:

Filling	Topping
Bean & cheese, machaca,	Guacamole,
chicken, ground beef or	sour cream or
red or green chile con carne	jalapeno cream cheese
Served with rice and beans12.20

MEXICAN PIZZA

Lunch sized portion of your favorite appetizer .. 11.40

NACHITOS SUPREME10.25

TACO SALAD LUNCH SIZE

Machaca, Shredded Chicken, or Ground Beef 10.45

SOLO SOMBRERO CHOICE OF 1 ITEM

Chicken or machaca taco, chicken or machaca tostada, chicken or machaca flauta (flauta topped with guacamole or sour cream) served with rice and beans.

Choice of one of the above 11.40

BUCKIN' BURROS

Lunch sized burro stuffed with one of the following items enchilada or Spanish style: bean and cheese, red or green chile con carne, machaca, chicken, or ground beef.

Served with rice and beans 11.45

CARNITAS

Pork carnitas, served with rice & beans, pico de gallo, sour cream, and tortillas 13.20

ESTILO CHARRO

Cheese enchilada with rice and beans 10.70

DESSERTS

FRIED ICE CREAM

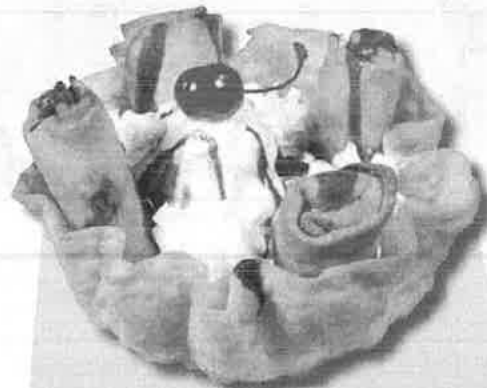
Topped with chocolate or strawberries and whipped cream 6.50

SOPAPILLAS

Puffy deep fried pastry served with honey 6.50

FLAN

Traditional Mexican caramel custard 6.50



CHOCOLATE CHIMIS

Four Mini chimis filled with hot fudge, and served with vanilla ice cream 7.00



DRINKS



Soda, ice tea and coffee 3.30
Bottle of sasparilla (no free refills) 3.20

JUICES

Orange, cranberry, pineapple grapefruit & apple 3.60
Kids juice or milk 2.25
Milk 3.00

TAKEOUT

CHIPS 3.00

RED SAUCE 3.30 half-pint 5.05 pint

SAISA 3.75 half-pint 6.25 pint

Disclaimer: While we offer gluten-free menu options, we are not a gluten-free kitchen. Cross-contamination may occur and our restaurant is unable to guarantee that any item can be completely free of allergens. Our tortillas and vegetable oil come from factories that contain gluten, soy, eggs, and nuts.



FAJITAS

Marinated and charbroiled steak, chicken, shrimp, carmitas served on top of a bed of sizzling onions and bell peppers. Served with beans or rice, guacamole, sour cream, pico de gallo, and flour or corn tortillas.

*HALF POUND

Carmitas, chicken or steak	21.20
Shrimp fajitas	24.95
Veggie fajitas	17.80

*FULL POUND

Carmitas, chicken, steak, or combo	38.65
Shrimp, or shrimp combo	44.85

COMBO PLATES

NO SUBSTITUTIONS PLEASE

- 1 Machaca enchilada, machaca taco, tostada and beans..... 17.25
- 2 Red cheese enchilada, beef tamale, tostada and beans..... 16.85
- 3 Green chicken enchilada, chicken taco, rice and beans 17.15
- 4 Three cheese enchiladas topped with an egg and beans 16.85
- 5 Green & red chile con carne, rice, beans and flour tortilla..... 16.85
- 6 Three chicken or machaca tacos and rice 16.85
- 7 Red cheese enchilada, machaca taco and tostada 13.75
- 8 Machaca taco, tostada and beans 13.60
- 9 Chile relleno, red cheese enchilada and rice..... 15.95
- 10 Red or green chile burro enchilada style, rice and beans 15.90



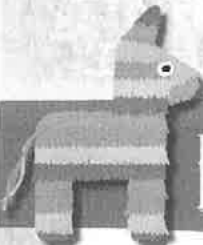
COMBO PLATE 1

Machaca enchilada, machaca taco, tostada & beans 17.25



PROTEIN BOWL

Black Beans | Carne Asada | Cheese | Pico de Gallo
Grilled Onions & Bell Peppers | Avocado | Sour Cream
14.85



POPITO'S KIDS

under 10

Choice of beef taco, cheese enchilada, bean tostada, mini bean and cheese burro, or mini cheese quesadilla.
Served with rice and beans 8.65

CHICKEN STRIPS

with french fries	8.65
Adult order add	2.50

MIX & MATCH

PICK 2

Enchilada | Taco | Flauta | Tostada | Tamale
Machaca | Chicken | Ground Beef

Served with rice & beans..... 17.75

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ALA CARTE

TACOS

TACOS

Machaca, chicken or ground beef 5.80

CARNE ASADA

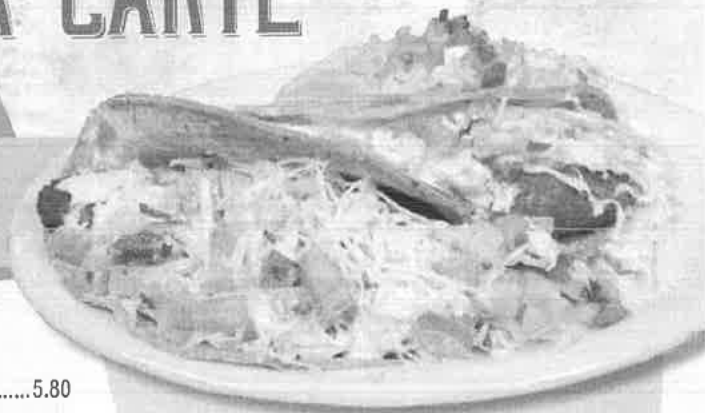
2 tacos garnished with pico de gallo & guacamole..... 12.95

CARNITAS

2 tacos garnished with pico de gallo..... 12.95

SHRIMP

2 tacos garnished with pico de gallo, cabbage and tartar sauce..... 12.95



FISH TACO

Breaded cod, deep fried & garnished with cabbage, pico de gallo, and tartar sauce 6.30

BOWL OF RED OR GREEN CHILE CON CARNE

served with a flour tortilla..... 9.80

BURRITOS

FAJITA BURRO

Large flour tortilla mixed with grilled onions and bell peppers, stuffed with your choice of filling.

Steak, chicken, carnitas 11.65

Veggie with black beans & cheese..... 10.45

Shrimp..... 13.00

POPO'S BURRITOS

Bean and cheese..... 6.45

Ground beef, red or green chile con carne, machaca, chicken, or three way burro 9.20

Chorizo or machaca mixed with eggs..... 9.20

Carne asada, guacamole and pico de gallo 11.25

BURRITO EXTRAS

Enchilada or spanish style..... 2.50

Deep fried 1.50

Melted cheese 2.00

Mixed with rice..... 1.50

Mixed with beans..... 1.50

Cream cheese melted on top 3.00

FLAUTA HORN

Machaca or chicken (1)..... 6.95

RELLENDO

A green chile stuffed with monterey jack cheese, surrounded by a meringue of egg and then golden fried.

Smothered in our spanish sauce..... 10.25

Add beef, chicken, or machaca 3.45

TOSTADAS

Bean and cheese..... 5.60

Machaca, chicken, ground beef, red or green chile con carne 7.20

TAMALES

Green corn or red beef, smothered in enchilada or spanish sauce 7.60

ENCHILADAS

ENCHILADAS

Cheese and onion 6.40

Chicken, machaca, ground beef..... 8.10

Spinach and cheese 6.60

Seafood 8.10

Add to any item above:

Guacamole 2.75 • Sour Cream 1.80 • Jalapeno Cream Cheese 2.75

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APPETIZERS

*ROLLED QUESADILLA

A POPO'S FAVORITE

Large grilled flour tortilla stuffed with your choice of grilled steak, chicken, or shrimp. Melted cheese and pico de gallo, served with guacamole and sour cream... 16.50
Shrimp 20.00

CHEESE CRISP

Toasted flour tortilla with melted cheese, open-faced or folded... 8.20

MARY LOU

Quesadilla covered with red or green chile con carne 13.40

GUACAMOLE BOWL 11.00

CARNE ASADA FRIES 15.20
with guacamole and sour cream

NACHOS

Hot corn chips, covered with melted cheese, tomatoes, olives and green onions.

Choice of hot or mild chiles ... 14.00

Nacho Supreme 18.00
Machaca, beans, guacamole and sour cream.

SPINACH CON QUESO

Monterey Jack and American cheese melted with spinach. Served with flour tortilla chips 11.40
Cup 6.25

CHILE CON QUESO

Our spicy cheese dip, served with flour tortilla chips 11.20
Cup 5.30

SPICY BEAN DIP

Bean & cream cheese dip served with flour tortilla chips 11.20
Cup 5.30

MEXICAN PIZZA

Your choice of machaca, shredded chicken, or ground beef covered with green chiles, tomatoes, green onions, black olives and cheese 18.50

MINI PLATTER

Mini chimis, tacos, taquitos, tostadas, and tamales served with guacamole, sour cream, rice & beans. Choice of machaca or chicken 19.00

JALAPENO POPPERS

6 breaded, deep fried, roasted and peeled jalapenos stuffed with cream cheese 8.00

MINI CHIMICHANGAS

Eight crispy, bite-sized machaca or chicken chimis, served with sour cream and guacamole 15.20

STREET TACOS (3) CORN

Tortillas with carnitas, cilantro and white onion 13.20

CHICKEN STRIPS

6 breaded, deep fried strips of chicken served with a spicy buffalo sauce 11.50



SOUPS & SALADS

*ALBONDIGAS

Our spicy vegetable and meatball soup served with a tortilla 7.95

CHICKEN TORTILLA SOUP

Shredded chicken mixed with vegetables and rice, topped with shredded cheese and tortilla strips
Bowl 8.95
Cup 5.75

MENUUDO

Available Only on Saturdays and Sundays
Fresh homemade soup served with flour or corn tortilla 10.65

MEXICANA

Garden salad topped with your choice of machaca, ground beef, or shredded chicken. Garnished with tomatoes, green onions, cheese and black olives. Served in a flour tortilla bowl .. 14.10

*FAJITA SALAD

Garden salad topped with grilled chicken, steak or shrimp. Served on a bed of grilled onions and bell peppers and garnished with avocado, green onions, tomatoes, cheese and olives. Served in a flour tortilla bowl .. 15.95
Shrimp 19.45

*SANTA FE SALAD

Garden salad topped with grilled chicken, steak, or shrimp, garnished with avocado, tomatoes, green onions, cheese and black olives. Served in a flour tortilla bowl... 15.60
Shrimp 19.10

Salad Dressing Choices:
Ranch, Italian, Chipotle Ranch,
Cilantro Lime Ranch

SPECIALTIES



COMPLETE

Green machaca enchilada, machaca
taco, tostada, rice and beans20.00

*STEAK OR CHICKEN PICADO

Diced steak or chicken sautéed with
tomatoes, onions and green chiles, with
rice, beans & flour tortilla20.60
Shrimp23.95

FIESTA

Chile relleno, machaca taco, rice, beans
and a flour tortilla19.95

TACO GRANDE

Large flour tortilla, stuffed with machaca,
sour cream, guacamole, lettuce, green
onions, tomatoes, and cheese.
Served with rice and beans15.75

TACO PLATTER

3 carne asada or fish tacos served with
rice and beans19.55

GRILLED TACOS

2 grilled chicken fajita tacos with
avocado and a side of veggies20.75

CORONA BATTERED FISH BURRITO

Large flour tortilla stuffed with beer
battered cod fish, cabbage, tartar sauce
and pico de gallo.
Served with rice and beans16.25

SPINACH ENCHILADAS

Two cheese enchiladas stuffed with
spinach, pico de gallo and topped with
baja sauce.
Served with rice and beans17.00

SEAFOOD ENCHILADAS

Two enchiladas stuffed with a seafood
blend, topped with baja sauce & cheese.
Served with rice and beans20.35

CARNITAS

Pork carnitas, served with rice, beans,
pico de gallo, sour cream and
tortillas19.30

EL POLLO ESPECIAL

MUY RICO (RICH IN FLAVOR)

Shredded chicken burro, deep fried,
smothered in spanish sauce, topped
with spicy jalapeno cream cheese.
Served with rice & beans18.50

CARNE ASADA DINNER

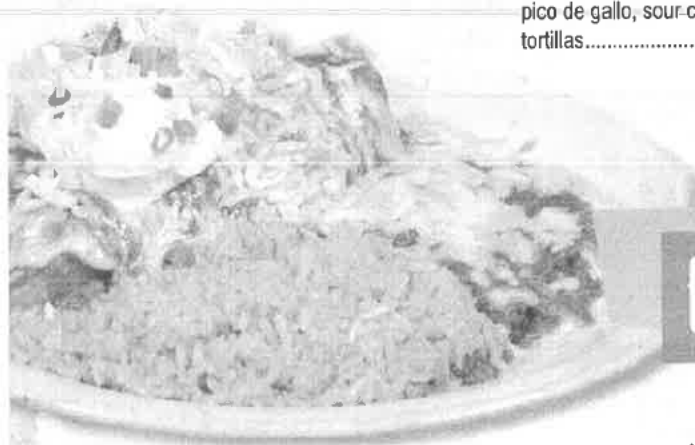
Our marinated ribeye steak, served with
rice, beans, guacamole, pico de gallo
and your choice of flour or corn
tortillas21.50

MONSTER BURRITO

2 flour tortillas stuffed with rice, beans,
pico de gallo, grilled onions, bell peppers
and cheese. Your choice of grilled
Chicken or Steak17.60
Shrimp21.10

CHICKEN & VEGETABLE PLATE

Medley of veggies topped with grilled
chicken and melted cheese17.25



CHIMICHANGAS

CHIMICHANGA DINNER

Enchilada or Spanish style served with rice and beans.
Machaca, chicken, ground beef, bean, and red or green
chile con carne18.80
Carnitas, carne asada, steak or chicken fajita21.40
Shrimp fajita24.65

A deep fried burro with your choice of the following fillings
and any two toppings:

Guacamole, sour cream, or jalapeno cream cheese.
Machaca, shredded chicken, ground beef, green or red
chile, or beans13.50
Steak or chicken fajita, carne asada or carnitas16.35
Shrimp fajita18.10
Add rice and beans3.50

*Items with asterisks are served undercooked or cooked to order.
Consuming raw or undercooked meats, poultry, seafood, shellfish or egg may increase your risk of food borne illness.

24 MAR 18 PM 2:59 AZDLC

POPO'S

Fiesta Del Sol

MEXICAN FOOD

A family affair since 1964

PHOENIX

6542 W. Indian School Road

GLENDALE

17037 North 59th Avenue

MARGARITAS

POPO'S ORIGINAL MARGARITA

Frozen or On the Rocks \$9.00

Add Fruit: Strawberry, Mango, Banana, Peach, Pomegranate, Raspberry, Watermelon....50¢

SANGRITA

House Margarita, Fruit, Merlot..... 9.50

CADILLAC

1800 Reposado, Grand Marnier..... 13.00

EL PATRON

Patron Silver, Citrange..... 13.75

LOCAL RITA

Cruz Silver, Cointreau.....11.50

ITALIANO

Margaritaville Coconut, Amaretto 9.65

CORONITA

House Margarita with 7oz Coronita .. 12.95

LA PALOMA

1800 Silver, Ruby Red Grapefruit..... 9.65

BLOOD ORANGE

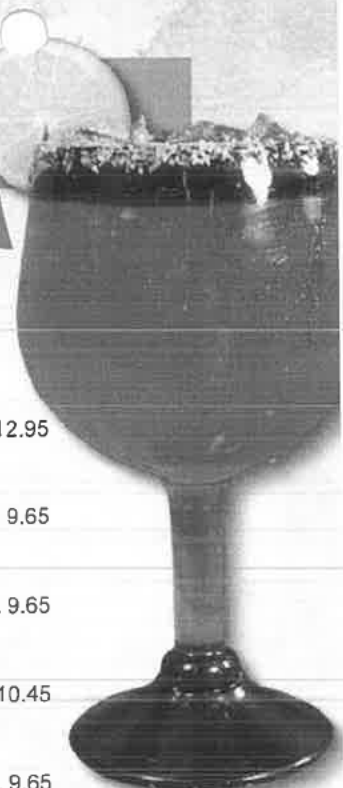
Cabo Wabo, Blood Orange Sour 9.65

SKINNY

Hornitos, Agave Nectar..... 10.45

PRICKLY PEAR

Cazadores, Prickly Pear 9.65



LIQUEURS

ADD A FLOAT \$2.00

Grand Marnier Orange

Blue Curacao Citrus

Cointreau Orange

Midori Melon

Amaretto Almond

Chambord Raspberry & Cognac



TRY OUR DELICIOUS HOUSE MADE SANGRIA

Quench your thirst with our own house made sangria!

Merlot, Orange Liqueur and Fresh Fruit.....9.65



HAPPY HOUR

3pm – 7pm Everyday

House Margaritas

Bottled and Draft Beer

Ask Your Server for details

Ask your server for details
on wine selections

DOMESTIC

Bud Light

Budweiser

Coors Light

Miller Lite

Michelob Ultra

IMPORT

Dos Equis Lager

Dos Equis Amber

Corona Extra

Corona Light

Pacifico

Estrella Jalisco

Modelo Especial

Modelo Negra

Tecate

CERVEZAS

CRAFT BEER

Four Peaks Hop Knot*

Four Peaks Kilt Lifter*

Blue Moon

Sam Adams Seasonal*

*Available at Glendale location only.



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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**

POPO'S FIESTA DEL SOL

1. Name of restaurant (Please print):

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

LIST ONLY THE FOLLOWING - **NO ATTACHMENTS**

Grill	Royal 5' char grill, Royal flat grill
Oven	2 Duke ovens, Imperial 4 burner with oven, gas burner x 2
Freezer	Walk-in 10 x 8 Everest single door upright,
Refrigerator	1 Walk-in 10 x 24, 1 Walk-12 x 12, in Coca cola refrigerator upright, 1 - Everest top slide
Sink	2 - Triple sink, 6 hand sinks, 12' prep table with sink
Dish Washing Facilities	Ecolav dishwasher, Ecolab Glass washer
Food Preparation Counter (Dimensions)	1 Turbo Air 3 door sandwich prep, Everest 2 door sandwich prep
Other	Vulcan chip warmer, 4 heat lamps, 2 Royal Salamanders, 2 Dukers deep fryers, Thermatek deep fryer

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

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

(Do not include kitchen, bar, hi-top tables, or game area.) 87 %

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

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

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [151]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 21]

TOTAL [= 172]

7. What type of dinnerware is primarily used in your restaurant? ☒ Reusable ☐ Disposable ☐ Both

8. Does your restaurant contain any **games, televisions, or any other entertainment**? ☒ YES ☐ No

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

Total 15 televisions (on patio and inside)

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

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

10. List number of employees for each position:

Position	How many
Cooks	8
Bartenders	5
Hostesses	6
Managers	2
Servers	15
Other (DISHWASHER)	6
Other (BUSSER)	8
Other (PREP)	4

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

Applicant Signature: Theresa June Morse



RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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**

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

POPO'S FIESTA DEL SOL

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

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. **Payroll Records**

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

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

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

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

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

A.R.S. §4-210(A)7

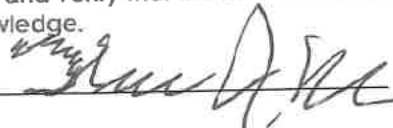
The licensee fails to keep for two years and make available to the department upon reasonable request all invoices, records, bills or other papers and documents relating to the purchase, sale and delivery of spirituous liquors and, in the case of a restaurant or hotel-motel licensee, all invoices, records,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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: 

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

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

Type or Print with Black Ink

DLLC USE ONLY

Job #:	287965
Date Accepted:	03-21-2024
CSR:	SG

FP Current
8-17-2023

License Number:

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

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

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

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: MORSE THERESA JUNE Birth Date: [REDACTED] (NOT a public record)

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

4. Place of birth: DETROIT MI USA Height: 501 Weight: 175 Eyes: HZL Hair: BLN

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

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 07/1981

7. Daytime telephone number: 480-353-8035 Email address: TJMORSE1208@Q.COM

8. Premises Name: POPO'S FIESTA DEL SOL Business Phone: ____/____/____

9. Premises Address: 15375 W MCDOWELL RD GOODYEAR ARIZONA 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)
02/2007	CURRENT	CONSULTANT/TRAINER	AVANT GARDE ALCOHOL TRAINING & EDUCATION 530 E MCDOWELL RD STE 107-241 PHOENIX AZ 85004

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
07/2023	CURRENT				
12/2006	07/2023				

(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) THERESA JUNE MORSE 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: 3/17/23

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

Type or Print with **Black Ink**

DLLC USE ONLY

Job #: 287965

Date Accepted: 03-27-2024

CSR: SG

805-517

License Number:

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

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

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

1. Check the
Appropriate
Box →



Agent



Controlling Person

2. Name: TELLO ELVA CONSUELO Birth Date: [REDACTED] (NOT a public record)
Last First Middle
3. Social Security #: [REDACTED] Drivers License #: [REDACTED] State Issued: ARIZONA
4. Place of birth: GLENDALE AZ USA Height: 501 Weight: 125 Eyes: BRO Hair: BRO
City State COUNTRY
5. Name of current/most recent spouse: TELLO MARIO ESIQUIO Birth Date: [REDACTED] (NOT a public record)
Last First Middle
6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 12/1973
7. Daytime telephone number: 623-521-2478 Email address: etello73@yahoo.com
8. Premises Name: POPO'S FIESTA DEL SOL Business Phone: 623 600 8694
9. Premises Address: 15375 W MCDOWELL RD GOODYEAR ARIZONA 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)
12/2010	CURRENT	RESTAURANT	POPO'S FIESTA DEL SOL 17037 N 59TH AVE GLENDALE AZ 85308

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
06/2000	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) ELVA CONSUELO TELLO 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: Elva C Tello Date: 03/11/2024

Certificate # _____

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 signed by the course participant.

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

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

Student Information

ELVA CONSUELO TELLO

Full Name (please print)

Elva Tello

Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, certify that the above named individual did successfully complete
Instructor Name (please print)

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

Theresa J Morse

Instructor Signature

17 / 03 / 2024

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.

Certificate # _____

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

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

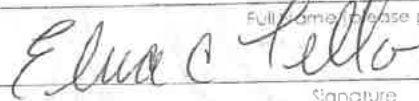
Basic Title 4 training is a prerequisite for MANAGEMENT Title 4 training. A valid Certificate of Completion for BASIC Title 4 training must be on file at the Department of Liquor and satisfactory completion of a State-approved BASIC Title 4 course must be verified by the training provider prior to issuing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

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

Student Information

ELVA CONSUELO TELLO

(Full Name, please print)



Signature

03/17/2024

Training Completion Date

03/17/2027Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

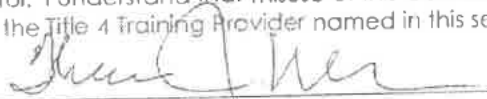
Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, 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).



Instructor Signature

17 / 03 / 2024

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013



Date: 03 / 07 / 2024

To Whom It May Concern:

The enclosed fingerprint cards for Elva Tello represent the best possible fingerprints. A combination of cornhusker lotion and glycerin was used to increase the ridge quality and rolled numerous times through the livescan system.

We have enclosed two fingerprint cards which reflect the best possible prints attainable.

Jayla Johnson
Fingerprint Technician



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 #:	287965
Date Accepted:	03-27-2024
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date	Name of Applicant:		
03/07/2024	Elva Tello		
Name of Fingerprint Technician:			
Tyler Johnson			
Fingerprint technician's Signature:			
Tyler Johnson			
Fingerprint technician's Agency/company Name:		Phone Number:	
The UPS Store 6120		602-258-1995	
Type of Photo ID Provided (check one):			
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)			

LC:

Amount:

24 MAR 18 PM 3:00 AZDLLC



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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**

DLLC USE ONLY

Job #:	287965
Date Accepted:	03-27-2024
CSR:	SG

805-517

License Number:

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

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

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

1. Check the
Appropriate
Box →

☐ Agent

☒ Controlling Person

2. Name: TELLO MARIO ESQUIO Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: PHOENIX AZ USA Height: 509 Weight: 200 Eyes: BRO Hair: BLK
City State COUNTRY

5. Name of current/most recent spouse: TELLO ELVA CONSUELO 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? 12/1973

7. Daytime telephone number: 623-521-2478 Email address: etello73@yahoo.com

8. Premises Name: POPO'S FIESTA DEL SOL Business Phone: 623 600 8694

9. Premises Address: 15375 W MCDOWELL RD GOODYEAR ARIZONA 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)
12/2010	CURRENT	RESTAURANT	POPO'S FIESTA DEL SOL 17037 N 59TH AVE GLENDALE AZ 85308

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
06/2000	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) MARIO ESIQUIO TELLO 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: Mario Esiquio Tello Date: 03/11/2024

24 MAR 18 PM 3:00 AZD.L.C

Certificate # _____

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

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

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

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

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

Student Information

MARIO ESIQUIO TELLO

Full Name (please print)

Mario Esiquio Tello

Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, certify that the above named individual did successfully complete

Instructor Name (please print)

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

Theresa J Morse

Instructor Signature

17 / 03 / 2024

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.

Certificate # _____

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

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

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

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

Student Information

MARIO ESQUIO TELLO

Full Name (please print)

Mario Esquio Tello
Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, 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).

Theresa J Morse
Instructor Signature

17 / 03 / 2024

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)

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

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

July 11, 2013



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 #:	287965
Date Accepted:	03-21-2024
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date	Name of Applicant:		
03/07/2024	Esiquio Mano Tello		
Name of Fingerprint Technician:			
Tyler Johnson			
Fingerprint technician's Signature:			
Tyler Johnson			
Fingerprint technician's Agency/company Name:		Phone Number:	
The UPS Store 6120		602 258 1995	
Type of Photo ID Provided (check one):			
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> 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

Type or Print with Black Ink

DLLC USE ONLY

Job #: 287965

Date Accepted: 03-27-2024

CSR: SG

805-517

License Number:

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

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

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

- Name: FERREL JUSTIN MARCELLUS Birth Date: [REDACTED]
Last First Middle (NOT a public record)
- Social Security #: [REDACTED] Driver's License #: [REDACTED] State Issued: AZ
- Place of birth: LEESBURG VA USA Height: 508 Weight: 175 Eyes: BRO Hair: BLK
City State COUNTRY
- Name of current/most recent spouse: _____ Birth Date: _____
Last First Middle (NOT a public record)
- Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 09/2022
- Daytime telephone number: 703-582-0697 Email address: justmfe@gmail.com
- Premises Name: POPO'S FIESTA DEL SOL Business Phone: 623 600 8694
- Premises Address: 15375 W MCDOWELL RD GOODYEAR ARIZONA 85395
Street (do not use PO Box) City State County Zip

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)
09/2022	CURRENT	RESTAURANT	POPO'S FIESTA DEL SOL 6542 W INDIAN SCHOOL RD PHOENIX AZ 85033
10/2022	Current	RESTAURANT	POPO'S FIESTA DEL SOL 17037 N 59TH AVE. GLENDALE AZ 85408
03/2022	09/2022	UNEMPLOYED	
02/2017	03/2022	STREAMING COMPANY	CRUNCHYROLL 444 BUSH STREET SAN FRANCISCO CA 94108

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
11/2023	CURRENT				
09/2022	11/2023				
01/2020	09/2022				
06/2017	01/2020				

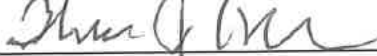
11. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☒ No ☐
12. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within 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) JUSTIN MARCELLUS FERREL 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: 3/17/24

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

Print Name: THERESA JUNE MORSE Signature:  Date: 3/17/24

Certificate # _____

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 signed by the course participant.

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

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

Student Information

JUSTIN MARCELLUS FERREL

Full Name (please print)


 Signature
03/17/2024

Training Completion Date

03/17/2027
 Certificate Expiration Date
 (three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

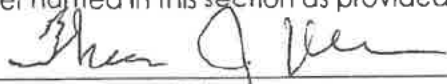
Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, certify that the above named individual did successfully complete
 Instructor Name (please print)

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


 Instructor Signature
17 / 03 / 2024

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.

Certificate # _____

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

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

Student Information

JUSTIN MARCELLUS FERREL

Full Name (please print)



Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

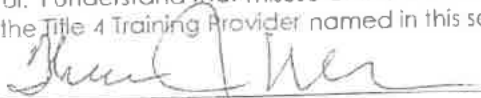
Mailing Address

(480) 353-8035

Daytime Contact Phone Number

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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).



Instructor Signature

17 / 03 / 2024

Day Mo Year

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July 11, 2013



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 #:	287965
Date Accepted:	03-27-2024
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date 03/07/24	Name of Applicant: <i>marcellus</i> Justin Ferrell
Name of Fingerprint Technician: Tyler Johnson	
Fingerprint technician's Signature: <i>Tyler Johnson</i>	
Fingerprint technician's Agency/company Name: The UPS Store 6120	Phone Number: 602-258-1995
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)	

LC:

Amount:

24 MAR 18 PM 3:00 AZD LLC



PREMISES MANAGER QUESTIONNAIRE

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**

DLIC USE ONLY

Job #: 287965

Date Accepted: 03-27-2024

CSR: SK

License Number:

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

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

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

1. Name: TELLO AMITY RAQUEL 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: PHOENIX AZ USA Height: 502 Weight: 175 Eyes: BRO Hair: BRO
City State COUNTRY

4. Name of current/most recent spouse: _____ Birth Date: ____/____/____
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? 09/2022

6. Daytime telephone number: 623-298-9113 Email address: amity.r.tello@gmail.com

7. Premises Name: POPO'S FIESTA DEL SOL Business Phone: 623 600 8694

8. Premises Address: 15375 W MCDOWELL RD GOODYEAR ARIZONA 85395
Street (do not use PO Box) City State County Zip

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)
11/2021	CURRENT	SALES OPERATION MGR	WORKSPOT 1999 S BASCOM AVE CAMPBELL CA 95008
09/2016	10/2021	SALES OPERATION MGR	COPPER 301 HOWARD ST SAN FRANCISCO CA 94105

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
11/2023	CURRENT				
09/2022	11/2023				
01/2020	09/2022				
06/2017	01/2020				

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) AMITY RAQUEL TELLO 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: Amity Tello Date: 03/17/24

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

Print Name: THERESA JUNE MORSE Signature: Theresa June Morse Date 3/17/24

Certificate # _____

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

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

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Student Information

AMITY RAQUEL TELLO

Full Name (please print)

Amity Tello
Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

Mailing Address

(480) 353-8035

Daytime Contact Phone Number

I, **THERESA J MORSE**, certify that the above named individual did successfully complete
Instructor Name (please print)

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Theresa J Morse
Instructor Signature

17 / 03 / 2024

Day Mo Year

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Student Information

AMITY RAQUEL TELLO

Full Name (please print)

Amity Tello

Signature

03/17/2024

Training Completion Date

03/17/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Avant Garde Alcohol Training & Education

Company Name

530 East McDowell Road, #107-241 Phoenix, AZ 85004

Mailing Address

(480) 353-8035

Daytime Contact Phone Number

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Instructor Name (please print)

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Theresa J Morse

Instructor Signature

17 / 03 / 2024

Day Mo Year

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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 #:	287965
Date Accepted:	03-27-2024
CSR:	SG

ATTENTION FINGERPRINT TECHNICIAN:

Please follow the instructions below for fingerprinting this applicant.

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

PRINT the following information:

Date	Name of Applicant:	
03/07/2024	Amity Tello	
Name of Fingerprint Technician:		
Tyler Johnson		
Fingerprint technician's Signature:		
Tyler Johnson		
Fingerprint technician's Agency/company Name:		Phone Number:
The UPS Store 6120		602 258 1995
Type of Photo ID Provided (check one):		
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)		



Date: 03 / 07 / 2024

To Whom It May Concern:

The enclosed fingerprint cards for ^{Balance} Amity Tello represent the best possible fingerprints. A combination of cornhusker lotion and glycerin was used to increase the ridge quality and rolled numerous times through the livescan system.

We have enclosed two fingerprint cards which reflect the best possible prints attainable.

Jayla Johnson
Fingerprint Technician

Liquor Licenses within One Mile – **Popo's Fiesta Del Sol**

Applicant Address: 15375 W. McDowell Rd. Goodyear, AZ 85395

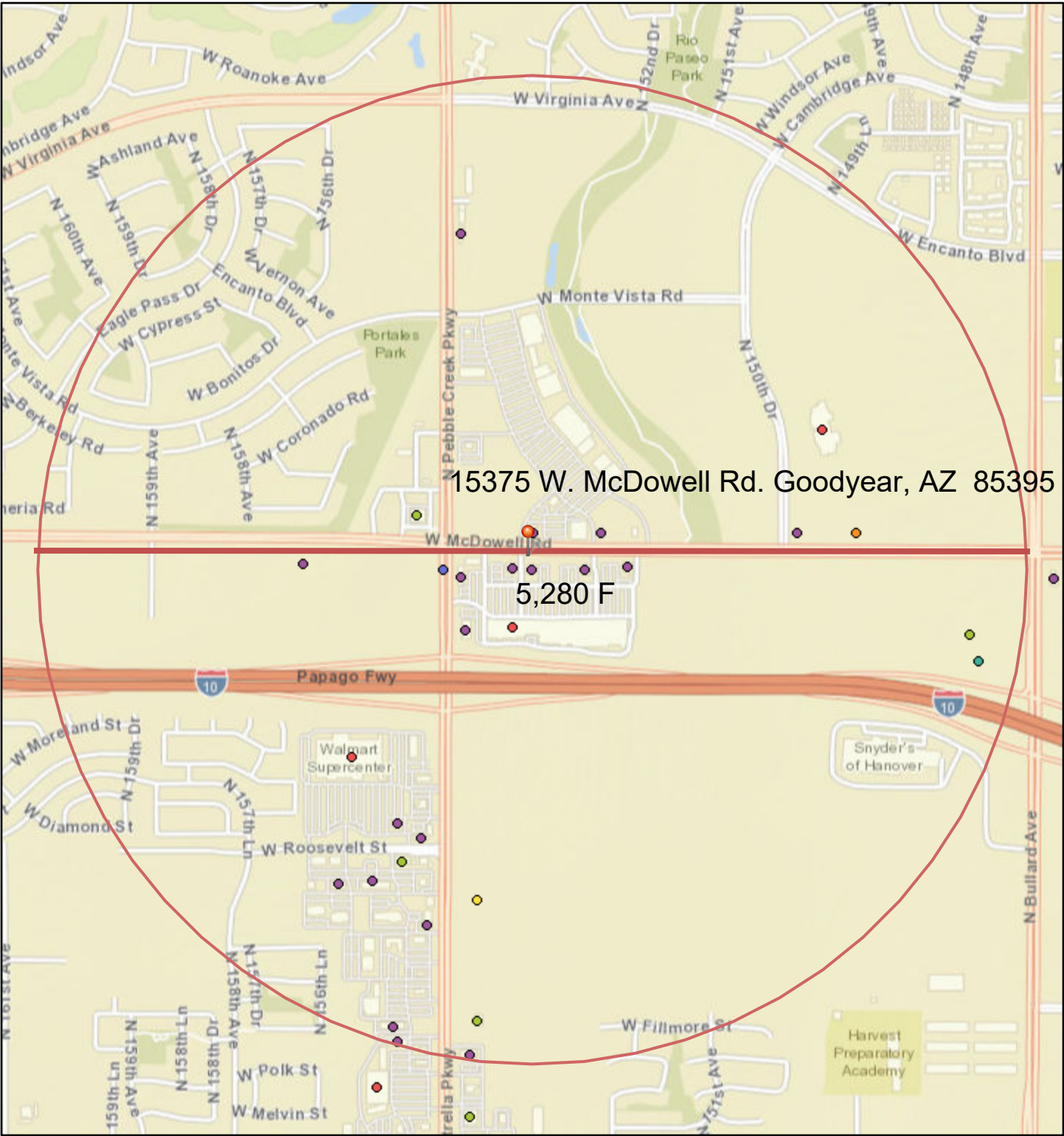
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	214.23 ft	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	394.14 ft	12
RED LOBSTER #6342	15311 W MCDOWELL RD	563.72 ft	12
BEVMO	15405 W MCDOWELL RD	651.27 ft	9
BEVMO	15405 W MCDOWELL RD	651.27 ft	9S
RUBIOS FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	765.01 ft	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	826.66 ft	12
CIRCLE K STORE #9528	1550 N PEBBLE CREEK PKWY	942.73 ft	9
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	952.5 ft	12
BARRO'S PIZZA	15475 W MCDOWELL RD	952.5 ft	12
TEXAS RDHOUSE	15255 W MCDOWELL RD	1,017.51 ft	12
WALGREENS #12334	1654 N PEBBLE CREEK PKWY	1,354.7 ft	10
BABBO ITALIAN EATERY	15705 W MCDOWELL RD	2,434.56 ft	12
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY	2,760.76 ft	9
WAL MART SUPERCENTER #5369	1100 N ESTRELLA PKWY	2,760.76 ft	9S
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	2,848.72 ft	12
WOK WEI ASIAN CUISINE	15560 W ROOSEVELT ST	3,057.75 ft	12
ARIZONA PIZZA COMPANY	15530 W ROOSEVELT ST	3,087.63 ft	12
PIZZA HUT #27007	15557 W ROOSEVELT ST	3,392.2 ft	10
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	3,425.58 ft	6
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	3,467.98 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	3,467.98 ft	12G
ALDI #161	845 N ESTRELLA PKWY	3,559.2 ft	10
ALDI #161	845 N ESTRELLA PKWY	3,559.2 ft	10S
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY	3,641.74 ft	12
AUGIE'S SPORTS GRILL	15605 W ROOSEVELT ST	3,723.64 ft	12
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT ST	3,930.6 ft	3
SADDLE MOUNTAIN BREWING COMPANY	15651 W ROOSEVELT ST	3,930.6 ft	12
EL TATAKI SUSHI FUSION EXPRESS	790 N ESTRELLA PKWY	3,945.87 ft	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	4,701.93 ft	10
QUIKTRIP #1401	575 N ESTRELLA PKWY	4,829.43 ft	10
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	4,849.97 ft	11
TACO REDEMPCION	560 N ESTRELLA PKWY	5,086.1 ft	12
SEÑOR TACO	525 N ESTRELLA PKWY	5,199.24 ft	12
TAILGATERS SPORTS GRILL & IL PRIMO PIZZA & WINGS	530 N ESTRELLA PKWY	5,228.47 ft	12

Schools			
n/a			

Series Legend:

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

Liquor License Evaluation - 15375 W. McDowell Rd. Goodyear, AZ 85395

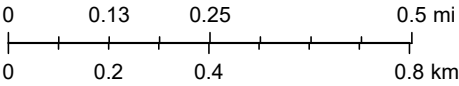


4/4/2024, 11:33:03 AM

1:18,056

October 2022 Liquor Licenses

- Bar
- Beer and Wine Store
- Hotel / Motel
- Liquor Store
- Liquor Store Sampling Beer and Wine Store
- Microbrewery
- Restaurant
- Restaurant Growler
- Sampling



PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

ITEM #: 4.
DATE: 04/29/2024
AI #:1989



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR MACAYO'S MEXICAN FOOD

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Andrea Dahlman Lewkowitz, Agent

SUMMARY

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

STRATEGIC PLAN ALIGNMENT



Sense of
Community

RECOMMENDATION

Recommend approval of Application No. 286706 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Andrea Dahlman Lewkowitz has submitted this application for a New Series 12 liquor license for Macayo's Mexican Food located at 1474 N Litchfield Road, Goodyear, Arizona 85338. (Darcie McCracken, Clerk of the City)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Lewkowitz on behalf of Macayo's Mexican Food. The establishment is presently operating under an interim permit that was issued by the Arizona Department of Liquor Licenses and Control (DLLC). A license applicant is granted an interim permit, which is a provisional authorization issued pursuant to A.R.S §4-203.01. This authorization permits the sale of spirituous liquor to continue while the application is pending. Existing licenses must be of the same series and location as the

pending application, with a maximum validity period of 105 days, to qualify.

The City Clerk's office received the application from the DLLC on March 29th, 2024, and the Public Hearing notice was posted April 3rd, 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 for approval to the Police Department and the Development Services Department (Code Compliance and Planning & Zoning).

STAFF ANALYSIS

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

DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The registered premises manager has taken the Title 4 Basic & Management training. In addition to completing the required training, the manager will be on site during all business hours. Employees will either complete the Title 4 liquor training or attend in-house liquor training by a manager who has completed Title 4 Basic and Management training.

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

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

Attachments

DLLC Local Governing Body Report
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 03/29/2024 @ 11:35:27 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	MACAYOS MEXICAN FOOD		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)209-7000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

Mixed Cocktails To Go Privilege Leased from License 06080001

AGENT

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

OWNER

Name:	MACAYO RESTAURANT GROUP LLC		
Contact Name:	ANDREA LEWKOWITZ		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23648153	State of Incorporation:	WY
Incorporation Date:	03/20/2024		
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

Officers / Stockholders

Name:	Title:	% Interest:
FARNHAM RESTAURANT GROUP LLC	Member	100.00

FARNHAM RESTAURANT GROUP LLC - Member

Name: 33 NORTH LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: ALLYSON AVERY FARNHAM
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)622-2049
Alt. Phone: (602)209-7000
Email: ALLYSONFARNHAM@GMAIL.COM

FARNHAM RESTAURANT GROUP LLC - Member

Name: LUCAS LEE FARNHAM
Gender: Male
Correspondence Address: 18852 N 98TH STREET
SCOTTSDALE, AZ 85255
USA
Phone: (719)375-9104
Alt. Phone:
Email: LUCAS@HORIZONHOSPITALITYINC.COM

33 NORTH LLC - Member

Name: FF ADVENTURE TRUST
Contact Name: ANDREA LEWKOWITZ
Type: TRUST
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
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USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

MANAGERS

Name: FF MGMT LLC
Contact Name: ANDREA LEWKOWITZ
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)200-7222
Alt. Phone:
Email: ANDREA@LEWKLAW.COM

Name: DANIEL RICHARD MEDINA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)413-3558
Alt. Phone:
Email: DMEDINA@KINDHOSPITALITY.COM

APPLICATION INFORMATION

Application Number: 286706
Application Type: New Application
Created Date: 03/10/2024

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
Yes
A Document of type INTERIM PERMIT (INP) NOTARY PAGE is required.
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
TERMINATION AND/OR OTHER MONETARY PENALTIES
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
0.00
- 6) Are there walk-up or drive-through windows on the premises?
No
- 7) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
No
- 9) What type of business will this license be used for?
RESTAURANT

Mixed Cocktails To Go

- 1) Did you complete the Restaurant Lease of Mixed-Cocktails for Off-Premises Consumption?
Yes
A Document of type LEASE - MIXED COCKTAILS TO GO is required.

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Gdyr_Agt ADL (Ctn).pdf	03/10/2024
QUESTIONNAIRE	Gdyr_Agt ADL (Q).pdf	03/10/2024
RECORDS REQUIRED FOR AUDIT	Gdyr_Audit.pdf	03/10/2024
LEASE - MIXED COCKTAILS TO GO	Gdyr_CTG app+lease.pdf	03/10/2024
DIAGRAM/FLOOR PLAN	Gdyr_diagram.pdf	03/10/2024
MENU	Gdyr_Menu.pdf	03/10/2024
RESTAURANT OPERATION PLAN	Gdyr_ROP.pdf	03/10/2024
INTERIM PERMIT (INP) NOTARY PAGE	Gdyr_INP pg_PENDING.pdf	03/11/2024

State of Arizona
Department of Liquor Licenses and Control

Created 03/29/2024 @ 11:36:19 AM

Local Governing Body Report

LICENSE

Number:	INP070027711	Type:	INP INTERIM PERMIT
Name:	MACAYOS MEXICAN FOOD		
State:	Active		
Issue Date:	03/29/2024	Expiration Date:	07/12/2024
Original Issue Date:	03/29/2024		
Location:	1474 N LITCHFIELD ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:			
Phone:	(623)209-7000		
Alt. Phone:	(602)200-7222		
Email:	ANDREA@LEWKLaw.COM		

AGENT

Name:	ANDREA DAHLMAN LEWKOWITZ
Gender:	Female
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(602)200-7222
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Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23648153	State of Incorporation:	WY
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Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLaw.COM		

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FARNHAM RESTAURANT GROUP LLC

Title:
Member

% Interest:
100.00

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Gender: Male
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#1775
PHOENIX, AZ 85004
USA
Phone: (602)413-3558
Alt. Phone:
Email: DMEDINA@KINDHOSPITALITY.COM

APPLICATION INFORMATION

Application Number: 286893
Application Type: New Application
Created Date: 03/11/2024

QUESTIONS & ANSWERS

INP Interim Permit

- 1) Enter License Number currently at location 012070026664
- 2) Is the license currently in use? NO
- 3) Will you please submit section 5, page 6, of the license application when you reach the upload page?

yes

(GOODYEAR)



Interim Permit (INP) Notary Page

FOR DLLC USE ONLY

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

286706

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: 012070026664 + CTG070027138

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

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

Signature: 

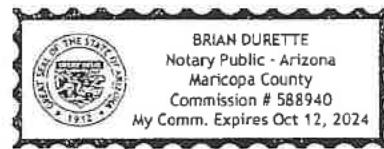
State of ARIZONA

County of MARICOPA

Signed before me on this 21 day of MARCH, 2024.

Notary Signature 

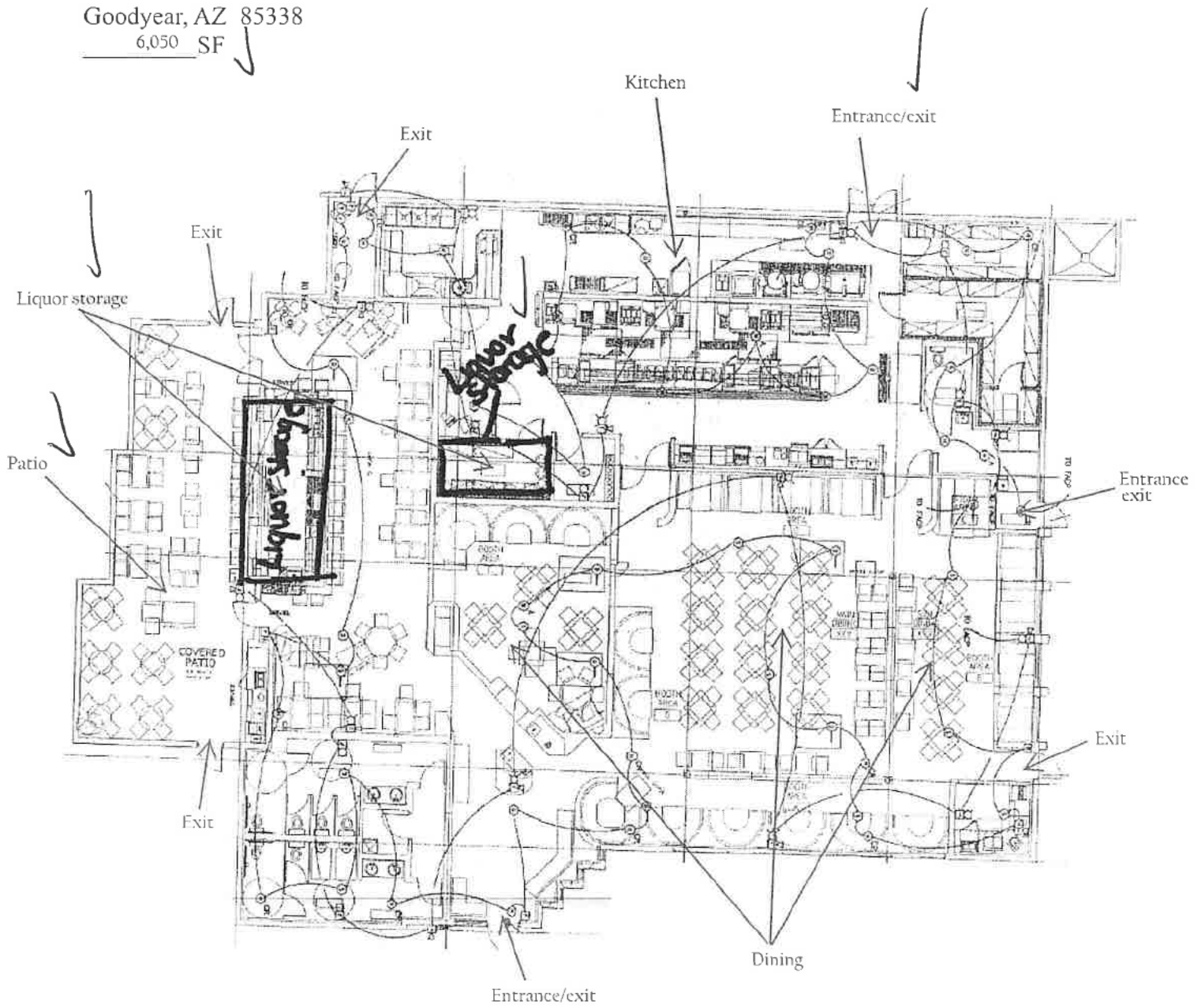
My commission expires on 10 / 12 / 24



Notary Seal

24 MAR 22 Liq. Lic. RM1040

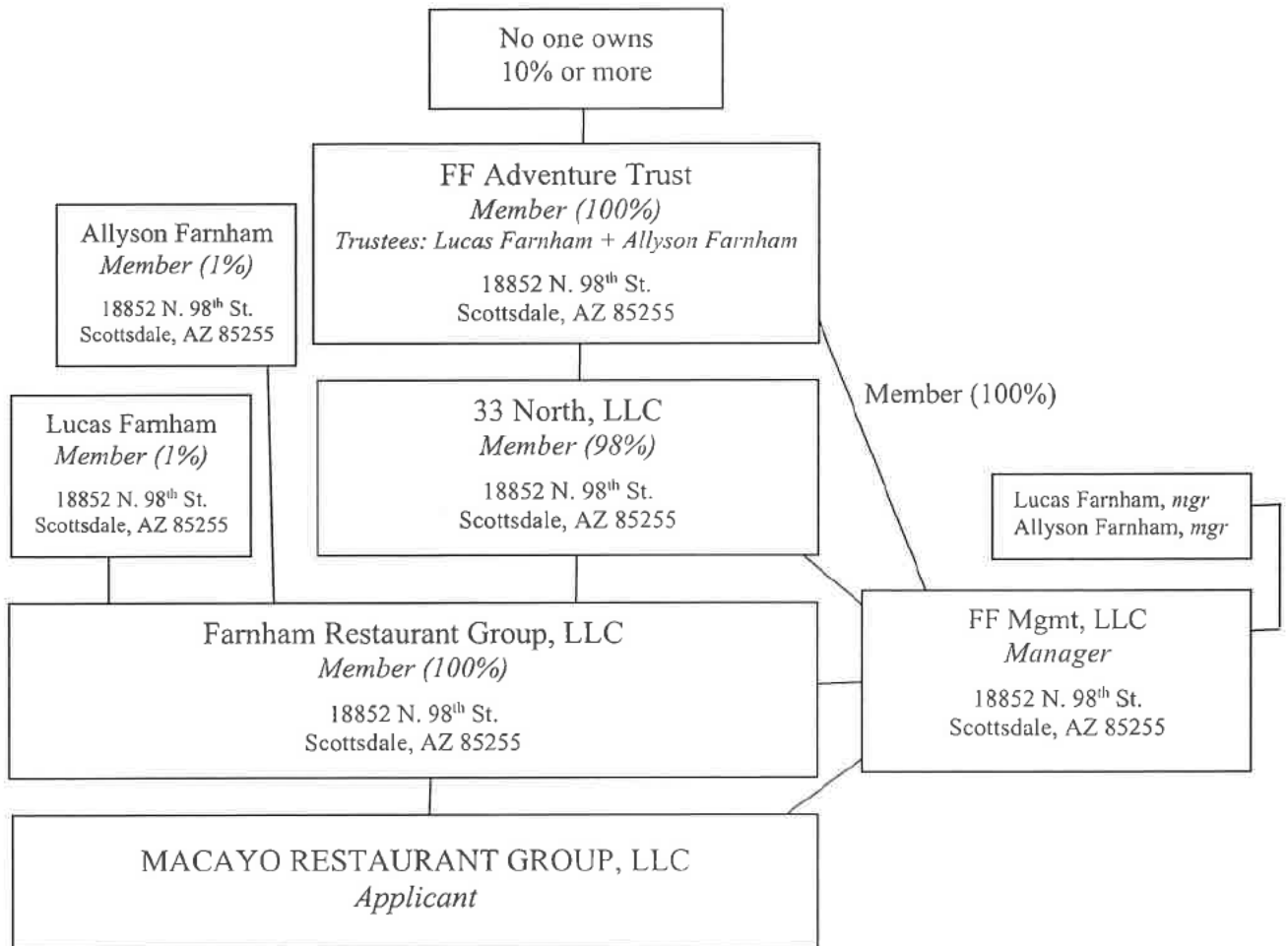
Macayo's Mexican Food
1474 N. Litchfield Road
Goodyear, AZ 85338
6,050 SF



MACAYO RESTAURANT GROUP, LLC

AzCC file no. 23648153 | 2/27/2024 (WY)

Ownership Chart | 03/22/2024



For The Table

Macayo's Famous Cheese Crisp 8.99
Toasted flour tortilla, layers of melted cheese
Green Chile Roasted Green Chiles 9.59

Homemade Guacamole 10.29
Fresh avocado, serranos, red onions, lime juice, cilantro.
Topped with queso fresco and Pico de Gallo

Spinach con Queso
Creamy cheese dip, Baja sauce, spinach, Pico de Gallo
Cup 6.75 • Bowl 10.75

Carne Asada Fries 10.59
Hand-cut French fries topped with Grilled Angus Steak,
mixed cheese, sour cream, guacamole & Pico de Gallo

Mexican Corn 6.49
Roasted corn served off the cob, topped with
queso fresco, mayo crema & Pepe's Picante Salsa

Green Corn Tamale Bites 8.29
Bite-sized green corn tamales, battered &
deep fried, served with our famous Baja sauce

ENSALADAS

Served with your choice of dressing
Ranch • Cilantro Ranch • Cilantro Lime • Italian

Harvest Chopped Salad 11.99 ‡
Fire-roasted poblano chile, red bell pepper, grilled corn,
black beans, Mexican cheese & diced avocado on
romaine lettuce & shredded cabbage
Grilled Chicken +3.99
Grilled Angus Steak or Grilled Shrimp +4.59

Fiesta Salad 11.99 ‡
Fresh greens, black beans, mixed cheese,
Pico de Gallo, served in a taco shell
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Fajita Bowl ‡
Fajita vegetables, rice, refried beans, mixed cheese, guacamole
sour cream & Pico de Gallo
Grilled Chicken 12.99 or Grilled Angus Steak 13.59

Chipotle BBQ Chicken Salad 13.99
Chipotle BBQ grilled chicken, fresh greens, Pico de Gallo,
black beans, Jack cheese

SOPA

Tortilla Soup
Chicken, fresh avocado, rich broth, tortilla strips, mixed cheese
Cup 5.29 • Bowl 7.79

LADOS

0.99 Pico de Gallo • Tomatillo Salsa • Frijole Salsa
1.99 Sour Cream • Mixed Cheese

3.29 Refried Beans • Black Beans • Mexican Rice
Guacamole • Baja Sauce • Calabacitas

Platos Pequeños

Red Corn Chicken Taquitos 11.59
Shredded chicken wrapped in our signature red chile corn
tortillas topped with Baja sauce, Jack cheese, Pico de Gallo

Mini Chimichangas 11.59
Bite-sized beef or chicken chimis served with sour cream,
guacamole, mixed cheese, Pico de Gallo

Flauta de Mexico 10.99
Shredded beef flautas topped with sour cream, guacamole,
mixed cheese, Pico de Gallo

Combo Plate 13.99
The perfect sampler plate! Chicken Mini Chimis, Beef Mini
Chimis, Red Corn Chicken Taquitos, Green Corn Tamale Bites,
Spinach con Queso

Nachos Supreme 14.99
House chips, shredded beef or shredded chicken,
mixed cheese, sour cream, guacamole, refried beans,
tomatoes, jalapeños upon request

TACOS

Served on warm corn tortillas with
rice & refried beans. Sub Calabacitas +0.59.
Tomatillo salsa or Picante salsa available upon request

Grilled Tacos ‡ ‡
Grilled Chicken 14.99 or Grilled Angus Steak 15.99,
topped with shredded cabbage & Pico de Gallo

Seasonal Fish Tacos 15.59
Choice of marinated, grilled fish or lightly battered
fish topped with chipotle crema, shredded cabbage
& Pico de Gallo

Grilled Shrimp Tacos 15.59
Marinated, grilled shrimp topped with chipotle crema,
shredded cabbage & Pico de Gallo

Veggie Tacos 12.99
Black beans, calabacitas, Jack cheese,
spinach, guacamole

MEX-N-MATCH

1 Item & 1 Side 10.49 or 2 Sides 12.49
2 Items & 1 Side 14.49 or 2 Sides 15.49

Tacos: Shredded Beef • Shredded Chicken
Ground Beef • Carnitas

Enchiladas: Cheese • Shredded Beef
Shredded Chicken • Carnitas • Baja Spinach

Tostadas: Refried Beans • Black Beans • Guacamole
Shredded Beef & Bean • Shredded Chicken & Bean

Burros: Bean & Cheese
Shredded Beef • Ground Beef • Shredded Chicken
Carnitas • Red Chile • Green Chile Pork Stew

Sides: Rice • Refried Beans • Black Beans
Calabacitas • Cup of Tortilla Soup

÷ FAJITAS ÷

Fajitas de Macayo ‡ †
Vegetables 13.99 • Chicken 17.99 • Steak or Shrimp 19.99
With fresh vegetables, sour cream, guacamole,
Pico de Gallo, refried beans

Fajita Quesadilla ‡ †
Grilled Chicken 14.99 • Grilled Angus Steak 15.99
Grilled flour tortilla, fresh vegetables, mixed cheese,
guacamole, sour cream, rice & refried beans

Enchiladas

Rolls in corn tortillas, served with rice and black beans

Verde Shrimp Enchiladas 16.99
Sautéed shrimp with green chiles and onions topped
with fire-roasted Tomatillo sauce and Jack cheese

Baja Verde Carnitas Enchiladas 15.99
Carnitas topped with fire-roasted Tomatillo sauce,
Baja sauce and Jack cheese

Sonoran Enchilada Trio 17.29
Beef enchilada with Tomatillo sauce • Chicken enchilada
with Baja sauce • Cheese enchilada with red sauce

Veggie Enchiladas 12.99
Calabacitas, spinach & black beans topped with fire-roasted
Tomatillo salsa, sour cream & Jack cheese

ESPECIALES de Macayo

Tres Rellenos 17.29
3 roasted Anaheim chiles, mixed cheese with red enchilada
sauce, carnitas with fire-roasted Tomatillo salsa, shredded
chicken with Baja sauce with rice and black beans

Carnitas Dinner 16.99
Pork carnitas, sour cream, rice, refried beans,
Pico de Gallo, flour tortillas

Chicken Poblano 15.99
Lightly breaded Poblano chile stuffed with
shredded chicken, served with Baja sauce, red enchilada sauce,
Jack cheese, tomatoes, rice and refried beans

Tamale Dinner*
One Tamale 12.59 • Two Tamales 14.99
Beef or green corn tamale, rice, refried beans, choice of red,
Tomatillo sauce or Baja sauce

Hand-Dipped Relleno
Our original recipe, prepared fresh every day!

One Relleno 13.99 • Two Rellenos 15.99
Jack cheese stuffed in an Anaheim chile,
battered & hand-dipped, rice, refried beans, fire-roasted
Tomatillo or Relleno sauce

Green Chile Pork Stew 11.99
Pork sirloin, fire-roasted poblano chile, tomatillo, jalapeño,
onion & cilantro. Topped with shredded cabbage &
Pico de Gallo. Served with black beans & warm flour tortillas



Macayo's Original CHIMICHANGA

Legend has it our founder invented the chimichanga back in 1946!

Chimi de Macayo: Shredded beef, chicken or carnitas in a crispy flour tortilla, smothered in zesty Relleno sauce,
topped with sour cream, mixed cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Baja Chimi: Zesty Relleno sauce, topped with our famous Baja sauce, Jack cheese & Pico de Gallo. Choice of rice or refried beans 14.59

Grande Dinner or Baja Grande Dinner: With Everything! Rice, refried beans & guacamole 16.99

Carne Asada Chimi: Grilled Angus Steak in a crispy flour tortilla, smothered in Spinach con Queso,
topped with Pico de Gallo, with rice & refried beans 17.99 ‡ †

BURROS

California Burro 10.99
Mexican rice, refried beans, sour cream, guacamole,
mixed cheese, lettuce & tomatoes wrapped in a flour tortilla.
Served with a side of Pico de Gallo
Grilled Chicken +3.99 or Grilled Angus Steak +4.59

Green Chile Pork or Red Chile Burro 12.99
Green chile pork or red chile wrapped in a warm
flour tortilla, served with rice and refried beans.

Pollo Blanco Burro 12.99
Shredded chicken, rice, black beans & Baja sauce wrapped
in a flour tortilla. Served with fire-roasted Tomatillo salsa.

Baja Burro
Shredded Chicken 14.59 or Shredded Beef 15.79
Wrapped in a flour tortilla, deep fried, smothered in our famous
Baja sauce & Jack cheese. Served with rice and refried beans

Carne Asada Burro 16.99 ‡ †
Grilled Angus Steak, Pico de Gallo, mixed cheese
wrapped in a flour tortilla. Served with rice & refried beans
Guac & Sour Cream inside +1.49 each

DESSERT

Macayo's Fried Ice Cream 6.99
Crispy coated vanilla ice cream, honey,
Chocolate Fudge or Strawberries + 0.99

Enchiladas Dulces 6.99
Diced apples & cream cheese wrapped in a flour tortilla,
lightly fried, coated in cinnamon & sugar. Served with vanilla
ice cream, chocolate sauce & homemade Mexican caramel

Flan 5.99
Served in a mason jar, Mexican caramel,
whipped cream & Mexican cookie

Chocolate Mini Chimis 6.99
Bite-size chocolate chimis, served with vanilla ice cream
& chocolate fudge drizzle

Sopapillas 5.29
Topped with powdered sugar. Honey on the side

Churros 5.29
Original or Caramel filled, choice of dipping sauce
Add a scoop of ice cream +0.99

Handcrafted COCKTAILS

Mule-Jito 9.99

Hornitos Plata, Licor 43, Coconut Water, Ginger Beer, Freshly Squeezed Lime Juice, Mint

Tennessee Iced Tea 8.79

Jack Daniels, Freshly Brewed Iced Tea, House Made Sweet & Sour, Peach

Tito's Sunshine 8.79

Tito's Handmade Vodka, Chambord, House Made Sweet & Sour, Fresh Lemon

Red Sangria

Merlot, Don Q Pasion Rum, Chambord, Orange Juice
Glass 8 • Carafe 28

White Sangria

SeaGlass Sauvignon Blanc, Don Q Pasion Rum,
Bols Peach, Orange Juice
Glass 8 • Carafe 28

Specialty MARGARITAS

Cucumber Cilantro Margarita 9.99

Herradura Silver, Bols Triple Sec, House Made Sweet & Sour,
Fresh Cucumber, Cilantro & Jalapeño

Paloma 8.99

Corazon Blanco, Bols Elderflower, Agave, Freshly Squeezed
Lime Juice, Jarritos Grapfruit Soda

Wildberry Margarita 9.49

Served Frozen, 1800 Reposado, Bols Elderflower, Strawberry,
Blackberry, Raspberry

MACAYO Favorites

Texas Margarita 10.29

1800 Reposado, Grand Marnier, Orange Juice

Arizona Sunset Margarita 9.99

Espolon Reposado, Cointreau, Bols Peach, Cranberry Juice

Prickly Pear Margarita 8.99

El Jimador Reposado, Bols Triple Sec, Desert Pear

MARGARITA Classics

Perfect Patrón Margarita 10.59

Hand Shaken Table Side, Patrón Silver, Patrón Citronge Lime, House
Made Sweet & Sour

Grand Margarita 10.29

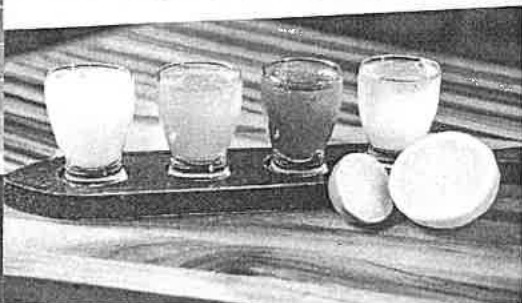
Cabo Wabo Blanco, House Made Sweet & Sour, Grand Marnier Float

Margarita Flight

Pick Any Four 9.99

House • Apple • Mango • Peach • Prickly Pear
Raspberry • Strawberry • Wildberry

'24 MAR 22 Liq. Lic. PM10:41



TEQUILAS

1800 Reposado

Aged for 6 months in American & French oak barrels
Buttery caramel notes with mild spices

Cabo Wabo Blanco

Unaged • Made with lull on agave you can taste, enough spice to hold a kick

Corazon Blanco

Unaged • Clean, clear, crisp and smooth to the finish

El Jimador Reposado

Aged a minimum of 2 months • Rich combination of spice, fruit, wood, vanilla & subtle toasted hazelnuts

Espolon Reposado

Aged 3 to 5 months • Rested in new American oak barrels

Herradura Silver

Aged 45 days in oak barrels • Sweet agave, mellowed slightly by woody notes of the oak barrel

Herradura Reposado

Aged 11 months in wood barrels • Vanilla and butter are subtly noted with sweet, cooked agave

Herradura Añejo

Aged 24 months • Smooth with cooked agave and dried fruit and a smooth creamy finish

Hornitos Plata

Unaged • Clean, lively flavor with floral and herbal notes

Patrón Silver

Handmade, immediately bottled • Smooth, sweet taste with a light pepper finish

Bob & Cha Cha

Margarita de Macayo with Mug 11.99

Bob or Cha Cha Mug 3.99

Margarita de Macayo Refill 4.99

Add Any Flavor +0.89

Strawberry • Raspberry • Mango • Peach • Prickly Pear • Wildberry

Limit two discounts/refills per guest



CERVEZAS

Import Bottle 4.75 • Draft 4.95

Corona • Corona Light • Dos XX Ambar • Dos XX Lager
Modelo Especial • Negra Modelo • Pacifico • Tecate • Tecate Light

Domestic Bottle 3.95 • Draft 4.95

Bud Light • Blue Moon • Coors Light • Michelob Ultra
Miller Lite • St. Pauli NA

Craft 4.95 Varies by Location

WINES

By the Glass 8.50

Hess Shirttail Creek Chardonnay Monterey, CA

SeaGlass Sauvignon Blanc Santa Barbara County

SeaGlass Cabernet Santa Barbara County

*24 MAR 22 Lign. Lic. AM10:41

CSR:

Amount:

*24 MAR 22 AM 10:36 AZD LLC



Arizona Department Liquor License and Control
800 W Washington St. 5th Floor
Phoenix, AZ 85007-2934
azliquor.gov
602-542-5141

DLLC USE ONLY

Job #: 226706
Date Accepted: 3/22/24
CSR: RB

MIXED COCKTAILS OFF-SALE PRIVILEGE

Type or Print with Black Ink

\$200.00 NON-REFUNDABLE APPLICATION FEE DUE UPON SUBMISSION OF APPLICATION
LEASE FEE DUE UPON ISSUANCE OF PERMIT

➡ **THIS APPLICATION MUST BE ACCOMPANIED WITH A PRIVILEGES LEASE AGREEMENT.** ⬅

Leasing from:

- ☐ SERIES 6-BAR
☐ SERIES 9-LIQUOR STORE

Applicant/Lessee Name: MACAYO RESTAURANT GROUP, LLC License #: PENDING #12

Agent Name: ANDREA DAHLMAN LEWKOWITZ

Premises Name (Doing Business As-DBA): MACAYO'S MEXICAN FOOD

Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street Address City State County Zip

Mailing Address: 2600 N. CENTRAL AVENUE, #1775 PHOENIX AZ MARICOPA 85004
Street Address or P.O. Box City State County Zip

Premises Business Phone #: (623) 209-7000 Cell #: (602) 200-7222

Email Address: ANDREA@LEWKILAW.COM

Declaration: LUCAS LEE FARNHAM

I, (Print Name) LUCAS LEE FARNHAM, declare under penalty of perjury that I am authorized by the licensee to submit this application. I have read the contents of this application, and to the best of my knowledge believe all statements made on this application to be true, correct and complete.

Signature

DLLC USE ONLY

Investigation Recommendation: ☐ Approval ☐ Disapproval by: _____ Date: ____/____/____

Lessor Name: _____ Lessor Phone Number: _____



RESTAURANT/HOTEL/MOTEL OPERATION PLAN

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**

1. Name of restaurant (Please print): MACAYO'S MEXICAN FOOD

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	TEC INFRA-RED 3-BURNER
Oven	LINCOLN IMPINGER MODEL III6-000-A
Freezer	THERMAL RITE
Refrigerator	THERMAL RITE
Sink	ADVANCED TARCO
Dish Washing Facilities	PRO CLEAN ADC 44
Food Preparation Counter (Dimensions)	30' x 28"
Other	

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

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

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

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

(If yes, what percentage of the public floor space does this area cover?) 20 %

6. List the **seating capacity** for:

a) Restaurant dining area of your premises: [210]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 61]

TOTAL [= 271]

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

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

7 TELEVISIONS

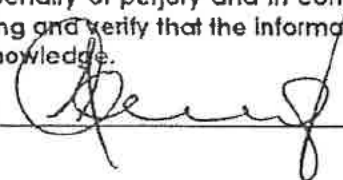
9. Do you have live entertainment or dancing? ☐ YES ☒ No
- If yes, what type and how often (example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

10. List number of employees for each position:

Position	How many
Cooks	14
Bartenders	6
Hostesses	13
Managers	5
Servers	24
Other (BUSSERS)	6
Other (DISHWASHERS)	5
Other ()	

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

Applicant Signature: _____





RECORDS REQUIRED FOR AUDIT RESTAURANT/HOTEL/MOTEL

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**

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

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

11. General Ledger

A. Sales Journals/Monthly Sales Schedules

- 1) Daily sales Reports (to include the name of each waitress/waiter, bartender, etc. with sales for that day)
- 2) Daily Cash Register Tapes - Journal Tapes and Z-tapes
- 3) Dated Guest Checks
- 4) Coupons/Specials/Discounts
- 5) Any other evidence to support income from food and liquor sales

B. Cash Receipts/Disbursement Journals

- 1) Daily Bank Deposit Slips
- 2) Bank Statements and canceled checks

12. Tax Records

- A. Transaction Privilege Sales, Use and Severance Tax Return (copies)
- B. Income Tax Return - city, state and federal (copies)
- C. Any supporting books, records, schedules or documents used in preparation of tax returns

13. Payroll Records

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

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

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

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

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

Applicant Signature: 

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

CSR:

Amount:

24 MAR 22 147. Lic. RM1041



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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

DILC USE ONLY

Job #:	286706
Date Accepted:	3/22/24
CSR:	R6

License Number: SERIES 12

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

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

4. Place of birth: MANKATO MN USA Height: 58 Weight: 140 Eyes: HZL Hair: BLN
City State COUNTRY

5. Name of current/most recent spouse: LEWKOWITZ HAROLD JEROME 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? 04/1961

7. Daytime telephone number: (602) 200 7222 Email address: ANDREA@LEWKLAU.COM

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 / 209 / 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

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

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

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
02/1999	CURRENT				

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 Yes ☐ No ☒
13. Have you attended a DLLC approved Basic Liquor Law Training Course within the past 3 years? Yes ☐ No ☐
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? Yes ☐ No ☒
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or 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) ANDREA DAHLMAN LEWKOWITZ 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: 03/04/2024



ALIEN STATUS RESTAURANT/HOTEL/MOTEL

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

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) ANDREA DAHLMAN LEWKOWITZ

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City MANKATO State MN COUNTRY USA

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

2) Name of document: AZ DRIVERS LICENSE

If you answered **No**, you must complete Sections III.

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

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

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

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

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

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

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

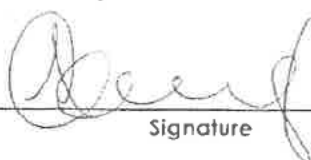
Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

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

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

ANDREA DAHLMAN LEWKOWITZ

Print Name

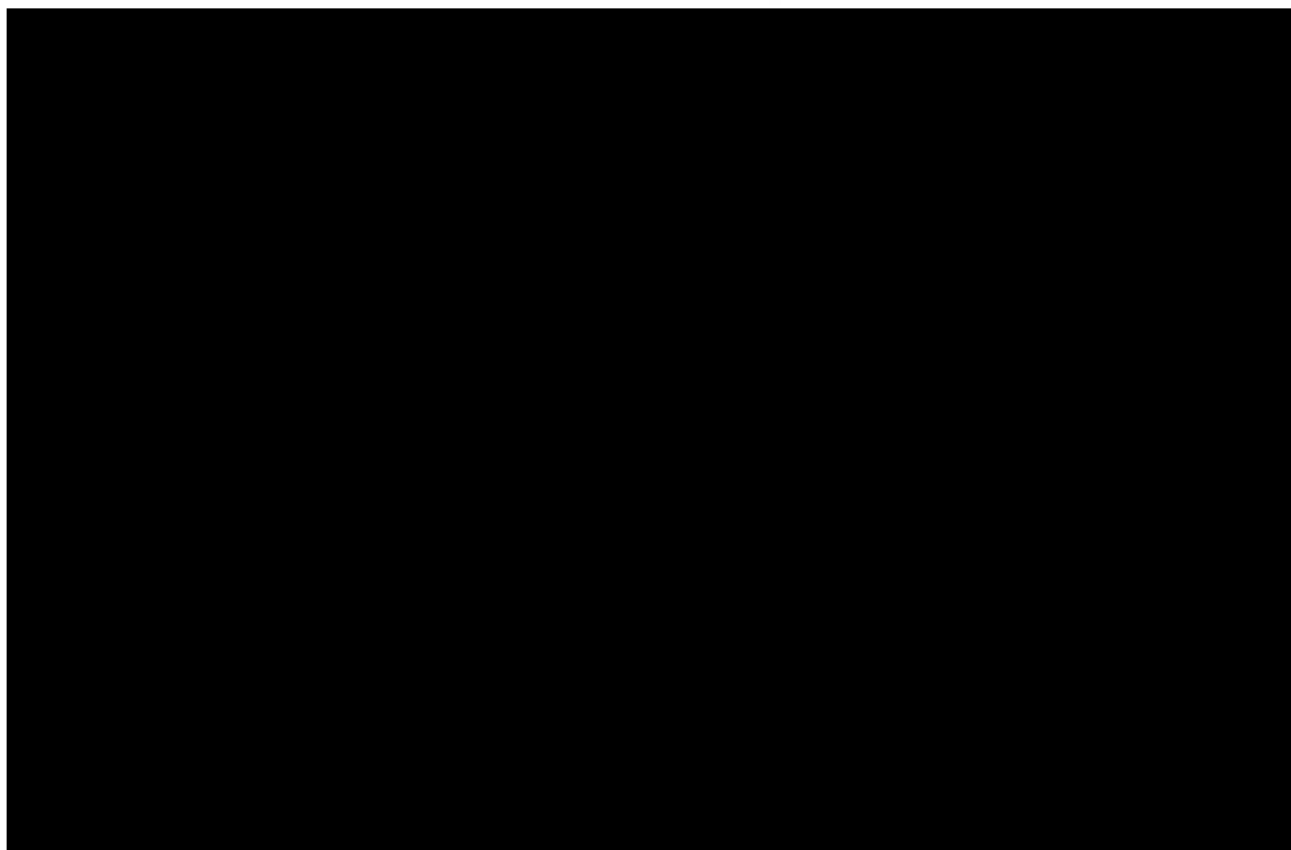


Signature

03/04/2024

Date

'24 MAR 22 Liq. Lic. AM1042



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

Type or Print with Black Ink

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

License Number: SERIES 12 | Job #286706

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: FARNHAM LUCAS LEE Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: MEDFORD OR USA Height: 6'2 Weight: 220 Eyes: BLUE Hair: BRN
City State COUNTRY

5. Name of current/most recent spouse: FARNHAM ALLYSON AVERY 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? 7/2021

7. Daytime telephone number: (719) 375-9104 Email address: LUCAS@HORIZONHOSPITALITY.COM

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

'24 MAR 26 Lir. Lic. PM 3:59

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)
07/2021	CURRENT	CEO	F R G LLC 18852 N 98 S S A 85255
07/2011	07/2021	CEO	Farnham Restaurant Group, LLC, 5345 Vessey Road, Colorado Springs, CO 80908

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
07/2021	CURRENT				
05/2017	07/2021				

(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) LUCAS LEE FARNHAM 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: 3/20/2024



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 #:	Legitimacy
Date Accepted:	3/27/24
CSR:	Rh

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	Name of Applicant:		
3-19-2024	LUCAS FARNHAM		
Name of Fingerprint Technician:			
JAMES MICHAEL DREWSE			
Fingerprint technician's Signature:			
			
Fingerprint technician's Agency/company Name:		Phone Number:	
AATF		480 664-0385	
Type of Photo ID Provided (check one):			
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)			

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

DLLC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with Black Ink

865-517

License Number: SERIES 12 | Job #286706

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: FARNHAM ALLYSON AVERY Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: EDINA MN USA Height: 5'10 Weight: 120 Eyes: HZL Hair: BRN
City State COUNTRY

5. Name of current/most recent spouse: FARNHAM LUCAS LEE 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? 7/2021

7. Daytime telephone number: (480) 622-2049 Email address: allysonfarnham@gmail.com

8. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000

9. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years, if unemployed, retired, or student, list 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)
03/2019	CURRENT	UNEMPLOYED	

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
07/2021	CURRENT				
05/2017	07/2021				

(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) ALLYSON AVERY FARNHAM 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: A. A. Farnham Date: 3/20/2024



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 #:	Legal
Date Accepted:	3/27/24
CSR:	Rh

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 3-19-2024	Name of Applicant: ALYSON FARWELL	
Name of Fingerprint Technician: JADW MICHAEL REPPESSE		
Fingerprint technician's Signature: 		
Fingerprint technician's Agency/company Name: AATF		Phone Number: 480 664-0389
Type of Photo ID Provided (check one): <input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)		

LC:

Amount:

24 MAR 28 11:41 AM 3:21



PREMISES MANAGER QUESTIONNAIRE

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

DLIC USE ONLY

Job #:

Date Accepted:

CSR:

Type or Print with **Black Ink**

License Number: SERIES 12 | Job #286706

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. Name: MEDINA DANIEL RICHARD Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

3. Place of birth: PHOENIX AZ USA Height: 6'0 Weight: 250 Eyes: BRN Hair: BLK
City State COUNTRY

4. Name of current/most recent spouse: _____ Birth Date: ____/____/____
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? _____

6. Daytime telephone number: (602) 413-3558 Email address: DMEDINA@KINDHOSPITALITY.COM

7. Premises Name: MACAYO'S MEXICAN FOOD Business Phone: 623 209 7000
_____/_____/____

8. Premises Address: 1474 N. LITCHFIELD ROAD GOODYEAR AZ MARICOPA 85338
Street (do not use PO Box) City State County Zip

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)
10/21	CURRENT	Manager	Macayo's Mexican Food, 219 S. Siesla Lane, Tempe, AZ 85288
03/2019	10/2021	F&B Director	Benevilla Nonprofit Organization 13576 W. Camino Del Sol, Sun City West, AZ 85375

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
7/2020	CURRENT				
03/2019	07/2020				

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) **DANIEL MEDINA** 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: 3/21/2024

MANAGER

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

Print Name: **ANDREA DAHLMAN LEWKOWITZ**

AGENT

Signature: 

AGENT

Date: 03/23/2024

ARIZONA

RECEIPT

Date: 12/12/2023

Order ID: 472320516976311

Authorization #: 5198883

Please reference these numbers in any correspondence regarding your transaction



Billing Information

Daniel Medina



Phone #: 602-413-3558

Email: dmedina@macayo.com

Account Information

Payment Method: VISA

XXXXXXXXXXXX4497 11/2028

Product ID	Item Description	Amount	Quantity	Gross
PSAPT001	Conduct Criminal Background Checks for Pre-Employment Screening - State & Federal Agencies	\$22.00	1	\$22.00
PSPSPCC1	Service Fees	\$0.44	1	\$0.44
			TOTAL	\$22.44

Notes:

Arizona Department of Public Safety: This is a transaction for AZDPS for A000116962

Certificate # AZB-ON-01233678

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

<input checked="" type="checkbox"/>	On-sale
<input type="checkbox"/>	Off-sale
<input type="checkbox"/>	On- and off-sale

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

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

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

Student Information

Daniel Medina

Full Name (please print)



Signature

03/20/2024

Training Completion Date

03/20/2027Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

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

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



Instructor Signature

03/20/2024

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.

Certificate # AZM-ON01206664

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

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

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

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

Student Information

Daniel Medina

Full Name (please print)


Signature

03/20/2024

Training Completion Date

03/20/2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

360training.com Inc.

Company Name

6504 Bridge Point Parkway, Suite 100, Austin, TX 78730

Mailing Address

(877) 881-2235

Daytime Contact Phone Number

I, Samantha Montalbano, 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).


Instructor Signature

03/20/2024

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.

Restaurant Lease of Mixed-Cocktails for Off-Premises Consumption

1. Parties

This Agreement is made on this 29th day of March, 20 24 by the ("Lessee") Macayo Restaurant Group, LLC (**Legal Entity**), holder of Restaurant spirituous liquor license No. Pending #12. Under A.R.S. § 4-203.06(B)(2), the Department of Liquor has randomly selected ("Lessor") _____ (**Legal Entity**), holder of a Bar or Liquor Store spirituous liquor license No. _____, to be a party to this Agreement. Lessee and Lessor (collectively "the parties") agree that the Department of Liquor Licenses and Control ("Department") and the State of Arizona, except as their interests as third party beneficiaries of this Agreement may appear herein, are not parties to this Agreement.

Note: The Department will complete Lessor's Information after conducting the random selection.

2. Recitals

Whereas A.R.S. § 4-203.06 permits Restaurant liquor licensees to lease from Bar and Liquor Store licensees the privilege of selling mixed cocktails for consumption off the licensed premises in accordance with A.R.S. § 4-244(32)(d), and

Whereas, Lessee has applied to lease the privilege of selling mixed cocktails for consumption off the licensed premises, the Department has approved the application, and the Department has randomly selected Lessor for this Lease Agreement,

Now, therefore, it is hereby agreed as follows:

3. Pro-rated Initial Term.

Beginning on March 29, 2024 and continuing until March 31, 2025 restaurant renewal date, Lessee shall have the privilege of selling mixed cocktails for consumption off the licensed premises in accordance with A.R.S. § 4-203.06 and -244(32)(d).

4. Renewal

Except as provided in Sections 6 through 9 of this Agreement, Lessee may renew this Agreement for successive one-year terms commencing on March 31, 2025 (restaurant renewal date) each year until December 31, 2025, at which time this Agreement and all rights, duties and privileges created herein shall terminate.

Lessee must affirmatively renew this Agreement by submitting the applicable renewal forms to the Department at the time of its annual Restaurant liquor license renewal form. The Department shall review the renewal and may, as provided in Sections 6 through 9 of this Agreement, refuse to permit Lessee to renew this Agreement.

If Lessee fails to renew this Agreement on or before March 31, 2025 (restaurant renewal date), this Agreement shall expire and Lessee may apply under A.R.S. § 4-203.6(B)(1) and, if the Department grants the application, enter a new lease with a randomly-selected Bar or Liquor Store licensee under A.R.S. § 4-203.06(B)(2).

After the Pro-rated Initial Term of this Agreement, each renewal shall be for a one-year term, commencing on April 1 (restaurant renewal date).

5. Consideration.

As a condition of the effectiveness of this Agreement, and Lessee using the privilege to sell mixed cocktails for off- premises consumption, Lessee shall pay to Lessor, through the Department, the annual lease payment of \$1,000. For the first term of the lease, Lessee shall pay an amount equal to \$83.33 times the total number of months included in the first term.

- a. Lessee must pay the above amount(s) to the Department in full in one lump-sum payment.
- b. Upon the Department's receipt and validation of Lessee's payment of the above amount, the Department shall act as a third-party facilitator to arrange for the transmission of the payment to the Lessor.
- c. Upon the Department's receipt of Lessee's payment, this Agreement or any renewal thereof shall be in effect and Lessee's privileges shall commence or continue for the applicable lease term. Failure to pay the lease amount before the commencement of any term shall not operate to modify the length of the term.
- d. The above lease amount(s), upon transmission to Lessor, are nonrefundable to Lessee.
- e. If after the commencement of this Agreement Lessee's payment method is returned or rejected, the Department shall suspend this Agreement until Lessee submits an alternative form of payment and any applicable penalties and the Department validates that payment.
- f. A suspension, revocation, or transfer of the privileges in this Agreement shall not entitle the Parties to any refund or offsets of the amounts already paid under this Agreement.
- g. The Department is not responsible to the Parties or to any other person including the Parties' heirs, successors, or assigns, to collect, retain, recover, sequester, transmit, transfer, or account for the above amounts or any other financial obligations related to this Agreement other than as expressly provided in this Agreement.

6. Effect of a Transfer of Lessee's License During this Agreement.

If, while this Agreement is in effect, Lessee transfers Control of its license under A.R.S. § 4-101(10), Lessee may also transfer its privileges under this Agreement under the following terms and conditions:

- a. Lessee is not obligated to transfer the privileges granted in this Agreement upon the sale of its business, and a purchaser of Lessee's business is not obligated to assume Lessee's obligations and privileges under this Agreement.
- b. For any transfer of the privileges granted in this Agreement, Lessee must comply with the notice requirements under A.R.S. § 4-203(F).
- c. The transferee shall assume the place of Lessee under this Agreement during any pending term of this Agreement, and may renew this Agreement at the commencement of the following annual term.

- d. Lessor shall not be entitled to any additional payments during a pending pro-rated or annual term of this Agreement due to the transfer of a Lessee's privileges.

7. Effect of a Transfer of Lessor's License During this Agreement.

If, while this Agreement is in effect, Lessor transfers Control of its license under A.R.S. §§ 4-101(10) and -203, Lessee shall continue to enjoy the privileges under this Agreement, under the following terms and conditions:

- a. The transferee of Lessor's license is not entitled to any additional payments during a pending term of this Agreement.
- b. If Lessor's license is transferred to a new person, other than through an acquisition of control of Lessor's business, the transferee shall assume Lessor's place during a pending term, but shall not be entitled to renew the lease for successive terms and Lessee shall be paired with a new Lessor from the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2).

8. Cancellation, Suspension, Revocation, and Nonrenewal of this Agreement.

This Agreement is subject to cancellation, suspension, revocation, and nonrenewal under the following circumstances:

- a. Lessee has no obligation under this Agreement to renew this Agreement.
- b. The Department may refuse to approve Lessee to renew this Agreement based on the proposed location or the history of the Lessee, including its Controlling Persons under A.R.S. § 4-101(11), during the term of this Agreement.
- c. In addition to its disciplinary authority in A.R.S. § 4-210(A), the Department may summarily suspend, without advance notice or the opportunity for a hearing, the Lessee's privileges under this Agreement for any violation of Title IV or Department rules.
- d. If Lessee does not renew this Agreement or if the Department refuses to approve Lessee to renew this Agreement, the Department shall return Lessor to the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2) no earlier than the natural conclusion of the pending lease term.
- e. Lessee shall not be entitled to any partial or total refund of payments under this Agreement due to any Department imposed suspension, revocation, or other disciplinary action.

9. Revocation, Suspension, Nonrenewal, Expiration, or Inactivity of the Parties' Licenses.

- a. Lessee's privileges under this Agreement shall continue to the conclusion of a pending term if Lessor's license is suspended, revoked, not renewed, expired, or placed on inactive status.
- b. If Lessor's license is suspended, revoked, not renewed, expired, or placed on inactive status at the time of renewal of this Agreement, at the conclusion of the pending lease term the Department shall pair Lessee with a new randomly selected Bar or Liquor Store licensee under A.R.S. § 4-203.06(B)(2), and Lessee shall execute a new lease agreement with that replacement Bar or Liquor Store licensee.

- c. If the Department suspends or revokes Lessee's license, the Department shall return Lessor to the pool of licensees for random selection under A.R.S. § 4-203.06(B)(2) no earlier than the natural conclusion of the pending lease term.

10. Lessee's Duties Under A.R.S. § 4-203.06.

- a. At all times during this Agreement, Lessee shall comply with Title IV and Department rules, A.R.S. § 4- 203.06, and this Agreement.
- b. Lessee must continue to comply with A.R.S. § 4-205.02(J) and derive at least forty (40) percent of its gross revenue from the sale of food.
- c. Lessee's sale of spirituous liquor for consumption off the premises may not exceed thirty (30) percent of the sales price of on-sale spirituous liquors by Lessee from its premises, as prescribed in A.R.S. § 4- 206.01 (G).
- d. Lessee is solely responsible for any violation of Title IV and Department rules related to its business including the sale of mixed cocktails for consumption off the premises.
- e. This Agreement does not permit Lessor to direct, manage, or control any part of Lessee's business and Lessee shall not transfer control of its business except as provided for in A.R.S. § 4-203.
- f. Lessee may not pay to Lessor any direct or indirect compensation for the privileges granted in this Agreement except the pro-rated or annual lease amounts in this Agreement.

11. Lessor's Duties Under A.R.S. § 4-203.06.

- a. At all times during this Agreement, Lessor shall comply with Title IV and Department rules, A.R.S. § 4- 203.06, and this Agreement.
- b. Lessor may continue to exercise all rights and privileges granted to it under its license, including where applicable, the privilege to sell mixed cocktails for consumption off the premises. This Agreement does not limit or modify Lessor's license in any way.
- c. Lessor may not direct, manage, or control any part of Lessee's business and is not responsible for Lessee's violation of Title IV and Department rules related to the operation of Lessee's business, including the sale of mixed cocktails for consumption off the premises.
- d. Lessor may not receive any additional compensation for its association with Lessee under this Agreement.

12. No Parol Evidence.

This Agreement is intended by the Parties as a final and complete expression of their agreement. No course of prior dealings between the Parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

13. Severability.

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of this Agreement.

14. Change in Law.

The Parties understand and acknowledge that this Agreement is made pursuant to A.R.S. § 4-203.06 and other Arizona laws in effect at the time of this Agreement. Neither party has a vested right to conclude a lease term or to commence an annual lease term, or to any of the specific terms in this Agreement, if a subsequent amendment to Arizona law requires the amendment or cancellation of this Agreement, or if the Department subsequently amends the language of this standard form agreement under A.R.S. § 4-203.06(B)(3)(A).

15. Counterparts.

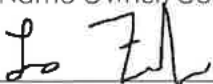
This Agreement may be executed in counterparts, each of which will, when executed, be deemed an original and all of which will be deemed to be one and the same instrument. The Parties agree that an electronic transmission of the signed Agreement will have the same force and effect as a signed original.

16. Indemnification of the State and its Agencies.

To the fullest extent permitted by law, the Lessee shall defend, indemnify, and hold harmless the State of Arizona and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death) or personal injury or loss or damage to tangible or intangible property caused or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Lessee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of Lessee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the Parties that Indemnatee shall in all instances be indemnified by Lessee from and against any and all Claims. It is agreed that Lessee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Lessee hereby waives all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees with respect to the Claims.

Lucas Farnham

Print Name Owner/Controlling Person (Lessee)



Signature Owner/Controlling Person (Lessee)

03/07/2024

Date

Under A.R.S. § 4-203.06(A), Bar and Liquor Stores "shall lease to Restaurant licensees the privilege of selling mixed cocktails for consumption off the licensed premises." Under A.R.S. § 4-203.06(B)(2), Lessor's assent to this Agreement occurs by operation of law.

Liquor Licenses within One Mile – Macayo's Mexican Food**Applicant Address: 1474 N Litchfield Rd, Goodyear, AZ, 85395**

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
MOD PIZZA	1380 N LITCHFIELD RD	183.64 ft	12
HAYASHI HIBACHI	1480 N LITCHFIELD RD	435.51 ft	12
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD RD	592.33 ft	12
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	739.25 ft	9
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD	739.25 ft	09S
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD	784.27 ft	12
RAUL & THERESA'S	1363 N LITCHFIELD RD	912.5 ft	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD	1,041.4 ft	10
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD	1,450.02 ft	12
CRACKER BARREL #277	1209 N LITCHFIELD RD	1,508.98 ft	12
TARGET #1242	1515 N LITCHFIELD RD	1,555.84 ft	10
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD	1,644.29 ft	12
GUS'S NEW YORK PIZZA & BAR	13824 W MCDOWELL RD	1,644.29 ft	12
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD	1,695.34 ft	12
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD	1,847.18 ft	12
OLD CHICAGO PIZZA AND TAPROOM	1828 N LITCHFIELD RD	1,906.96 ft	12
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD	3,154.55 ft	7
PALM VALLEY GOLF CLUB	2211 N LITCHFIELD RD	3,772.28 ft	6
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL RD	4,561.47 ft	12
CHUCK E CHEESE #202	13371 W MCDOWELL RD	4,669.73 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	4,897.55 ft	12
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL RD	5,020.13 ft	12
BUFFALO WILD WINGS	13311 W MCDOWELL RD	5,072.71 ft	12
OCHO RIOS JERK SPOT	13291 W MCDOWELL RD	5,265.29 ft	12
			12

Schools			
ARCHWAY TRIVIUM WEST	214130 W MCDOWELL RD	1,720.4 ft	
MONTESSORI IN THE PARK	1832 N LITCHFIELD RD	1,945.57 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)

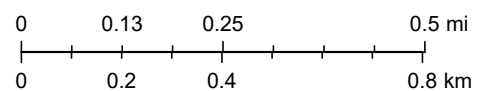
1:18,056

- Liquor Store

- Liquor Store Sampling Beer and Wine Store

- Restaurant

- Unlicensed



Clerk and Recorder
City of Goodyear

ITEM #: 5.
DATE: 04/29/2024
AI #:1971



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVAL OF NEW SERIES 7 (BEER AND WINE BAR)
LIQUOR LICENSE FOR BACCHUS WINE BAR**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Anthony John Vozar, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a New Series 7 (Beer and Wine Bar) liquor license.

STRATEGIC PLAN ALIGNMENT



Sense of
Community

RECOMMENDATION

Recommend approval of Application No. 283070 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Anthony John Vozar has submitted this application for a New Series 7 liquor license for Bacchus Wine Bar, which will be located at 1971 N. Globe Dr, Goodyear, Arizona 85395. (Darcie McCracken, Clerk of the City)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 7 liquor license application was submitted by Mr. Vozar on behalf of Bacchus Wine Bar which is set to open late June / early July 2024.

The City Clerk's office received the application from the DLLC on March 13, 2024, and the Public Hearing notice was posted on April 1st, 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 (Code Compliance and Planning & Zoning), and the departments had no comments.

STAFF ANALYSIS

A Series 7 is a "quota" license available only through the Liquor License Lottery or for purchase on the open market. Once issued, this liquor license is transferable from person to person and/or location to location within the same county and allows the holder both on- & off-sale retail privileges. This license allows a beer and wine bar retailer to sell and serve beer and wine (no other spirituous liquors), primarily by individual portions, to be consumed on the premises and in the original container for consumption on or off the premises. A retailer with off-sale ("To Go") privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. A.R.S. 4-206.01.F. The off-sale privileges associated with a bar license shall be limited to no more than 30% of the total annual sales receipts of liquor by the licensee at that location. Off-sale ("To Go") package sales can be made on the bar premises as long as the area of off-sale operation does not utilize a separate entrance and exit from the one provided for the bar. Payment must be made no later than the time of delivery.

DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business complete a state-approved management training course prior to the issuance of a liquor license. The owners have taken the Title 4 Basic & Management training. In addition to completing the required training, a manager will be on site during all business hours. The bar's training procedures require a valid ID for anyone who appears to be under age 35.

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

Attachments

DLLC Local Governing Body Report
One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 03/13/2024 @ 02:29:12 PM

Local Governing Body Report

LICENSE

Number:		Type:	007 BEER AND WINE BAR
Name:	BACCHUS WINE BAR		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1971 N GLOBE DRIVE GOODYEAR, AZ 85395 USA		
Mailing Address:			
Phone:	(570)751-3587		
Alt. Phone:			
Email:	ICECARVER200@HOTMAIL.COM		

AGENT

Name:	ANTHONY JOHN VOZAR
Gender:	Male
Correspondence Address:	17508 W EAST WIND AVENUE GOODYEAR, AZ 85338 USA
Phone:	(570)751-3587
Alt. Phone:	
Email:	ICECARVER2000@HOTMAIL.COM

OWNER

Name:	BACCHUS WINE BAR LLC		
Contact Name:	JOHN ANTHONY VOZER		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	23426223	State of Incorporation:	AZ
Incorporation Date:	09/21/2022		
Correspondence Address:	17508 W EAST WIND AVENUE GOODYEAR, AZ 85338 USA		
Phone:	(570)751-3587		
Alt. Phone:			
Email:	ICECARVER2000@HOTMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
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600-5112124
105-6/26/24

JOHN ANTHONY VOZAR
KATHLEEN ANN VOZAR

Member
Member

50.00
50.00

BACCHUS WINE BAR LLC - Member

Name: KATHLEEN ANN VOZAR
Gender: Male
Correspondence Address: 17508 W EAST WIND AVENUE
GOODYEAR, AZ 85338
USA
Phone: (570)751-3563
Alt. Phone:
Email: KVOZAR@YAHOO.COM

BACCHUS WINE BAR LLC - Member

Name: JOHN ANTHONY VOZAR
Gender: Male
Correspondence Address: 17508 W EAST WIND AVENUE
GOODYEAR, AZ 85338
USA
Phone: (570)751-3587
Alt. Phone:
Email: ICECARVER2000@HOTMAIL.COM

APPLICATION INFORMATION

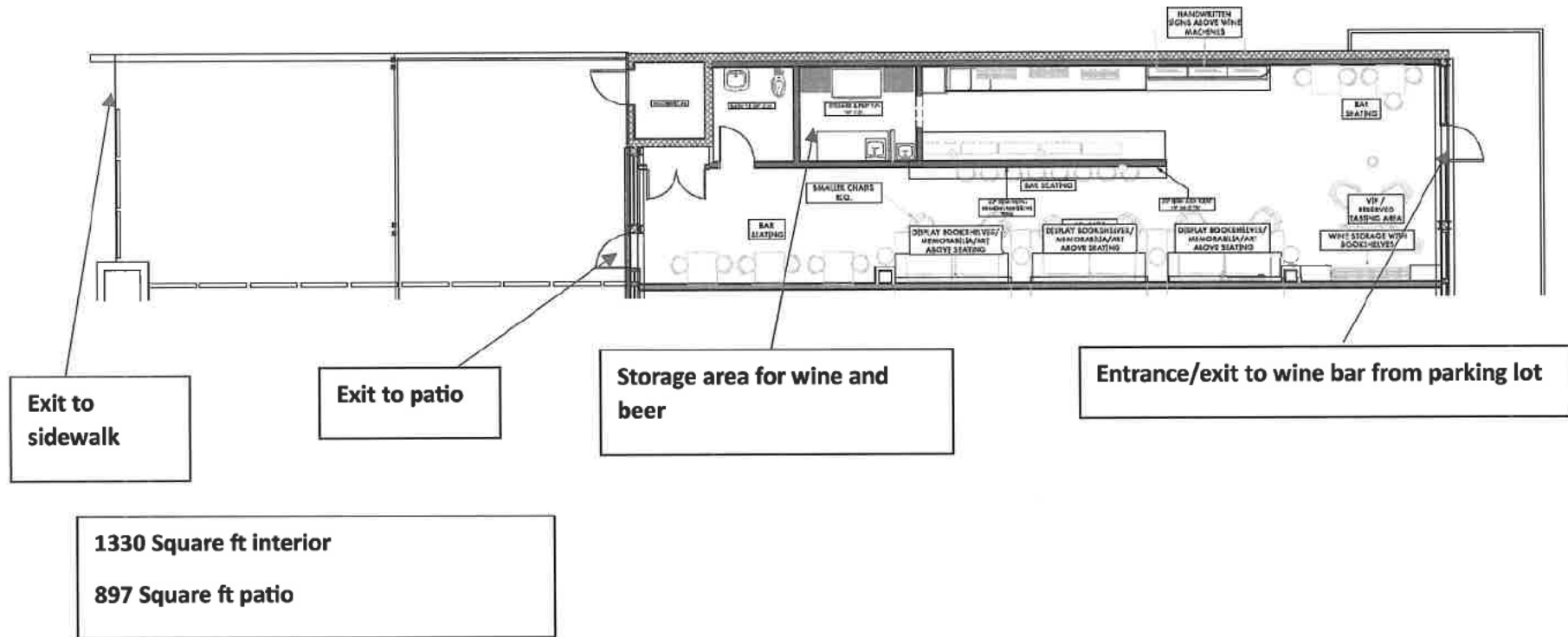
Application Number: 283070
Application Type: New Application
Created Date: 02/23/2024

QUESTIONS & ANSWERS

007 Beer and Wine Bar

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Provide name, address, and distance of nearest school.
(If less than one (1) mile note footage)
TRIVIUM PREPARATORY ACADEMY
2001 N BULLARD AVE GOODYEAR, AZ 85395 - 1.1 MILES
- 3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
PROPERTY TENANT
- 4) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$97100.00
- 5) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 6) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
BNC BANK
20175 N 67TH GLENDALE, AZ 85308 - \$27500.00
- 7) Are there walk-up or drive-through windows on the premises?
No
- 8) Does the establishment have a patio?
Yes
Is the patio contiguous or non-contiguous (within 30 feet)?
CONTIGUOUS
- 9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
5/01/2024

LL2207070124
Series 7 Application
Bacchus Wine Bar
1971 North Globe Drive
Goodyear, AZ 85395



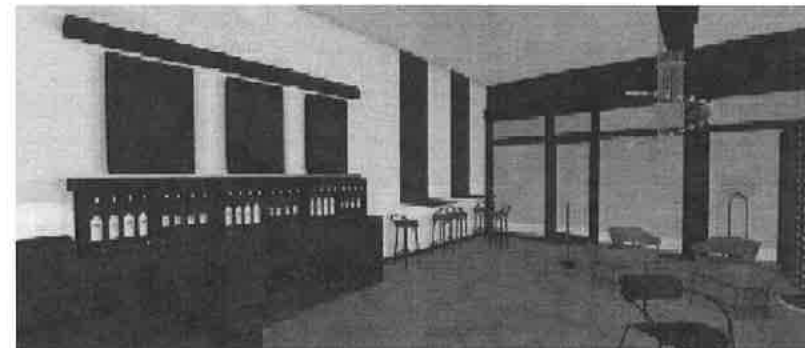
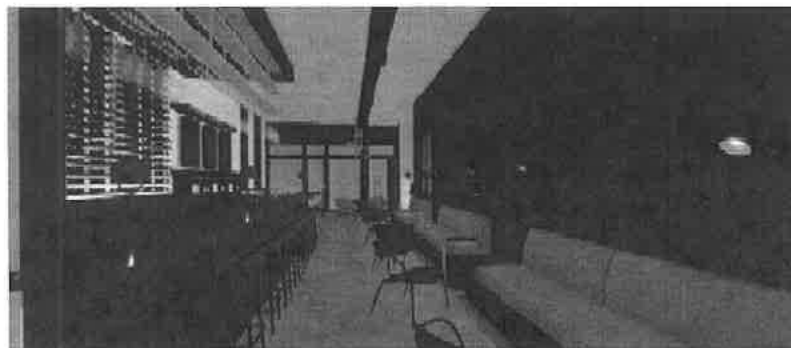
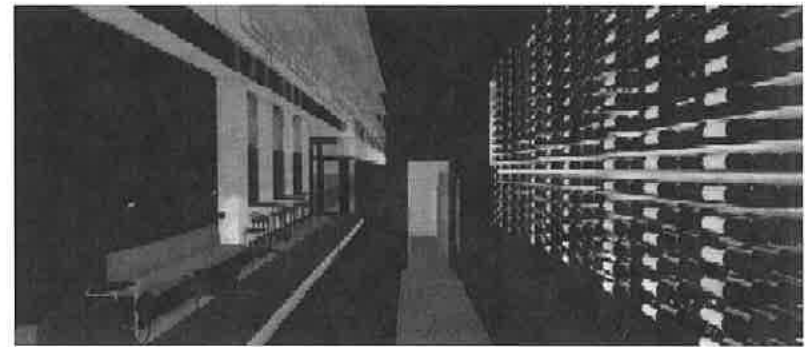
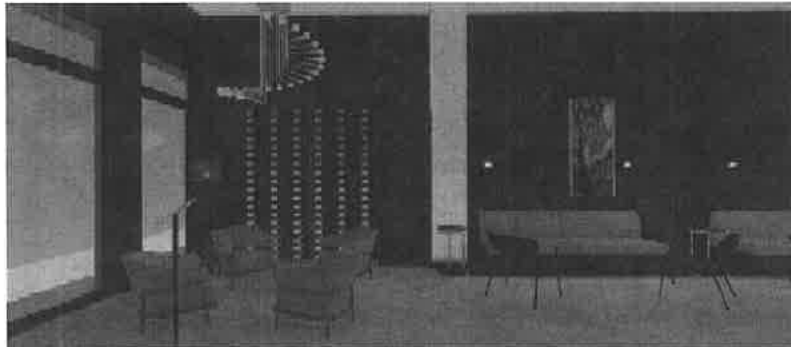
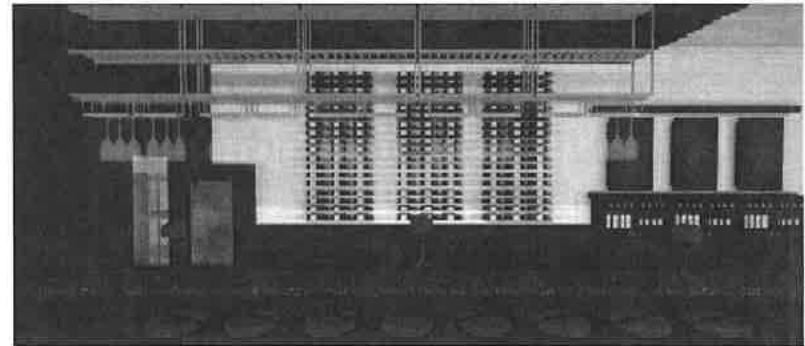
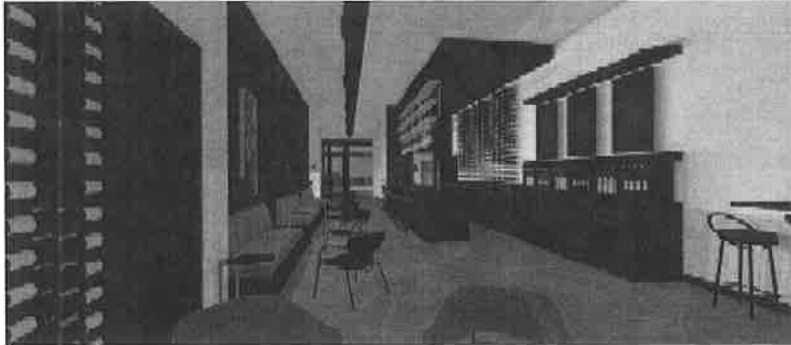
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LL2207070124
Series 7 Application
Bacchus Wine Bar
1971 North Globe Drive
Goodyear, AZ 85395



24 FEB 23 AM 8 27 AZNLLC

LL2207070124
Series 7 Application
Bacchus Wine Bar
1971 North Globe Drive
Goodyear, AZ 85395



24 FEB 23 AM 8:27 AZD.LLC

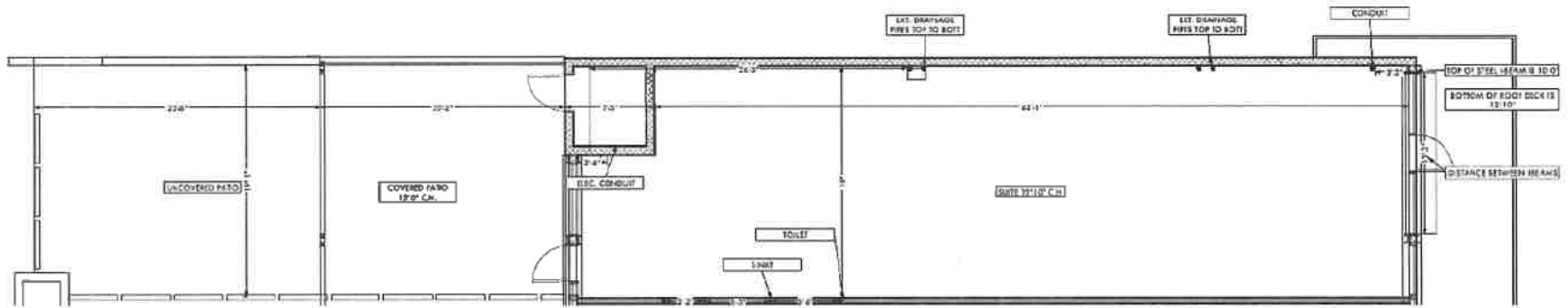
LL2207070124
Series 7 Application
Bacchus Wine Bar
1971 North Globe Drive
Goodyear, AZ 85395

This project is a new build. Delivery of the shell will be February 19th, 2024.

Distance to nearest school, Trivium Academy, 1.2 miles.

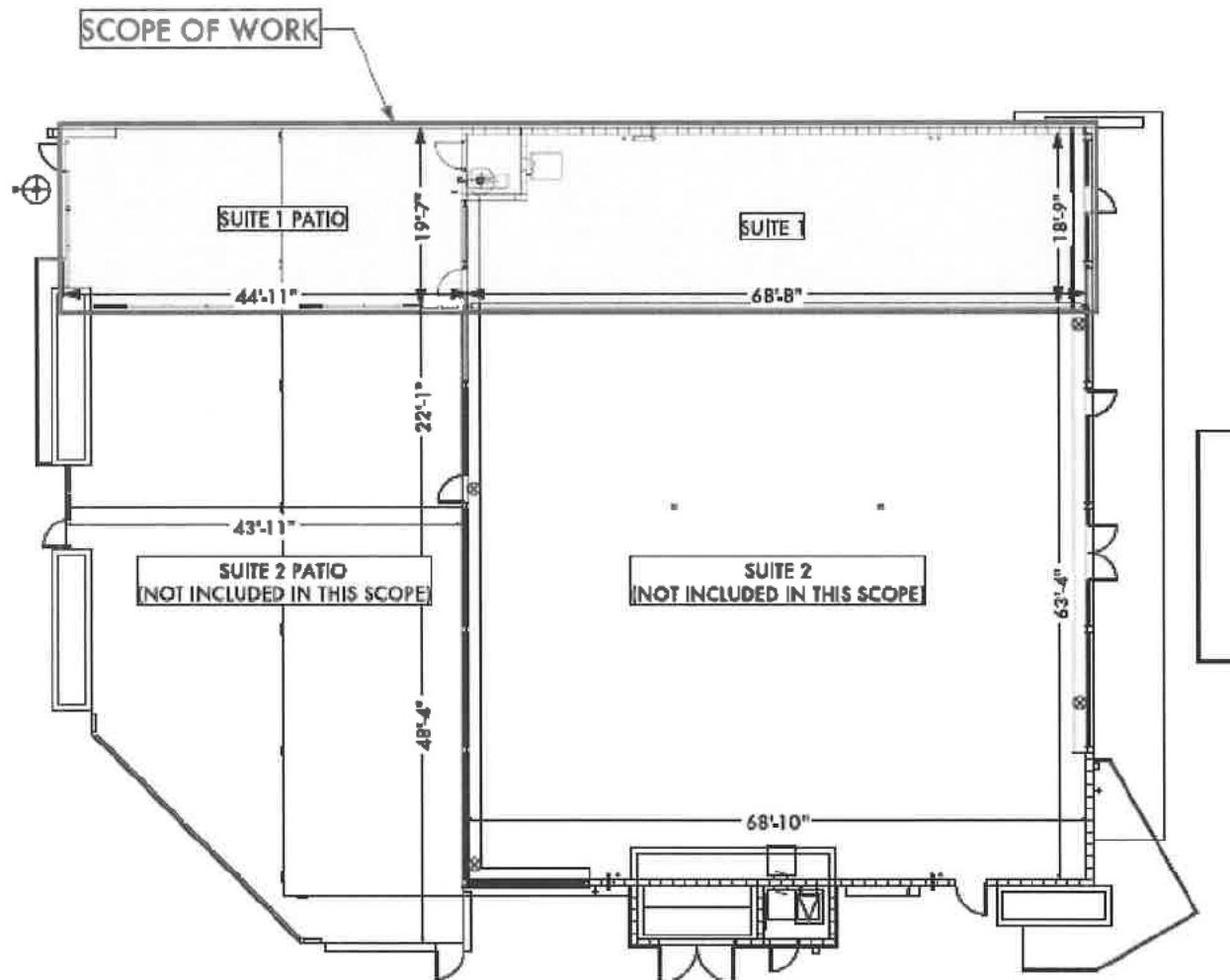
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Goodyear, AZ 85395



24 FEB 23 AM 8:27 AZDILC

LL2207070124
Series 7 Application
Bacchus Wine Bar
1971 North Globe Drive
Goodyear, AZ 85395



24 FEB 23 AM 8:27 AZDILLC

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

Type or Print with **Black Ink**

DLLC USE ONLY

Job #: 283670

Date Accepted: 3/13/24

CSR: NA

License Number: 283670

865-509

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: Vozar John Anthony Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Hazleton PA United States Height: 5'10" Weight: 175 Eyes: BL Hair: BL
City State COUNTRY

5. Name of current/most recent spouse: Vozar Kathleen Ann 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? 3/2020

7. Daytime telephone number: 570-751-3587 Email address: icecarver2000@hotmail.com

8. Premises Name: Bacchus Wine Bar Business Phone: 570 751 3587

9. Premises Address: 1971 North Globe Drive 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)
03/2020	CURRENT	CEO/Healthcare	2355 E Camelback Rd #700, Phoenix, AZ 85016
03/2019	03/2020	Director/Healthcare	3031 N Rocky Point Dr W Suite 400, Tampa, FL 33607
04/2017	03/2019	Assistant Vice President/Healthcare	13155 Noel Rd. Suite 2000 Dallas, TX 75240

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
03/2020	CURRENT				
04/2019	04/2020				
03/2018	04/2019				

(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) John Anthony Vozar 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: John Anthony Vozar Date: 2/20/2024

Certificate # 717281

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

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

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

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

Student Information

John Anthony Vozar

Full Name (please print)

Signature

04-18-2024

Training Completion Date

04-17-2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

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

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

Robert V Graham

Instructor Signature

18 / 04 / 2024

Day Mo Year

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

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

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

Bar (series 6)
Private Club (series 14)

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

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

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

July 11, 2013

Certificate # 717281

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

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

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

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

Student Information

John Anthony Vozar

Full Name (please print)

John Anthony Vozar

Signature

04-18-2024

Training Completion Date

04-17-2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

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Robert V Graham

Instructor Signature

18 / 04 / 2024

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)

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

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July 11, 2013

Certificate # 717255

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

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

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

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

Student Information

Kathleen Ann Vozar

Full Name (please print)

Kathleen Ann Vozar

Signature

04-17-2024

Training Completion Date

04-16-2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

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

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

Robert V Graham

Instructor Signature

17 / 04 / 2024

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

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July 11, 2013

Certificate # 717255

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

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

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

Student Information

Kathleen Ann Vozar

Full Name (please print)

Signature

04-17-2024

Training Completion Date

04-16-2027

Certificate Expiration Date
(three years from completion date)

Training Provider Information

Professional Server Certification Corporation (PSCC)

Company Name

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

Mailing Address

1- (800) 247-7737

Daytime Contact Phone Number

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

Title 4 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).

Robert V. Graham

Instructor Signature

17 / 04 / 2024
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

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Hotel/Motel w/restaurant (series 11)
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July 11, 2013



ALIEN STATUS

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**

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

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

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

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

SECTION I – APPLICANT INFORMATION

APPLICANT NAME (Print or type) John Anthony Vozar

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

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

City Hazleton State PA COUNTRY United States

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

2) Name of document: AZ Drivers License

If you answered **No**, you must complete Sections III.

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

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

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

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

SECTION III – QUALIFIED ALIEN DECLARATION

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

Name of document provided

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

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

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

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

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

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

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

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

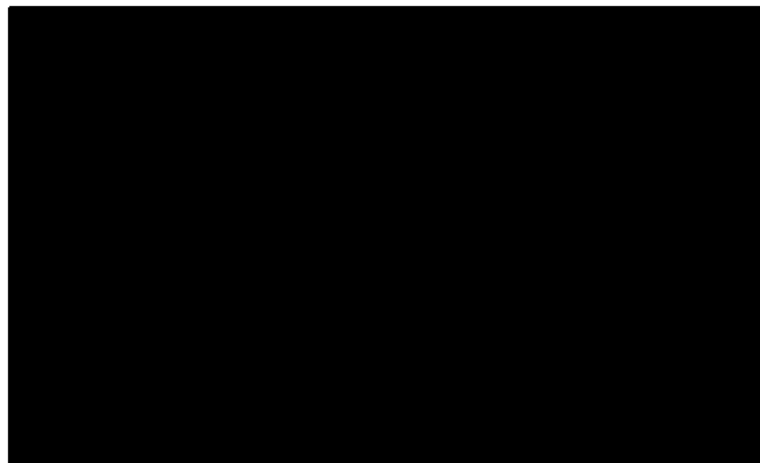
PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. §

John Anthony Vozar
Print Name


Signature

02/15/2023
Date

*24 FEB 23 AM 8:28 AZD LLC





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 #:	283016
Date Accepted:	3/6/24
CSR:	TA

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 <div style="font-size: 1.2em;">1/27/2024</div>	Name of Applicant: <div style="font-size: 1.2em;">JOHN A WZAR</div>
Name of Fingerprint Technician: <div style="font-size: 1.2em;">ROBERT L. TAVERNARO</div>	
Fingerprint technician's Signature: <div style="font-size: 1.2em;">Robert L. Tavernaro</div>	
Fingerprint technician's Agency/company Name: <div style="font-size: 1.2em;">AFFILIATED FINGERPRINT CONSULTANTS</div>	Phone Number: <div style="font-size: 1.2em;">602-980-7829</div>
Type of Photo ID Provided (check one):	
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)	

AFFL FINGERPRINT CONSULT.
3111 N. CENTRAL AVE #A228
PHOENIX, AZ 85012

LC:

Amount:

24 FEB 23 AM 8:28 AZD LLC



AGENT/CONTROLLING PERSON QUESTIONNAIRE

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**

DLLC USE ONLY

Job #:	283070
Date Accepted:	3/13/24
CSR:	TA

License Number:

283070

865.509

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: Vozar Kathleen Ann Birth Date: [REDACTED]
Last First Middle (NOT a public record)

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

4. Place of birth: Kingston PA United States Height: 5'11" Weight: 150 Eyes: GR Hair: BR
City State COUNTRY

5. Name of current/most recent spouse: Vozar John Anthony 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? 3/2020

7. Daytime telephone number: 5707513563 Email address: kvozar@yahoo.com

8. Premises Name: Bacchus Wine Bar Business Phone: 570 / 751 / 3563

9. Premises Address: 1971 North Globe Drive Goodyear AZ Maricopa 885395
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)
08/2019	CURRENT	Pre Registration	HCA 1 Park Plaza, Nashville, TN 37203
10/2015	8/2019	Senior Living Advisor	A Place for Mom 701 5th Ave #3200, Seattle, WA 98104

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
03/2020	CURRENT				
04/2019	04/2020				
03/2018	04/2019				

(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) Kathleen Ann Voza 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: Kathleen Ann Voza Date: 02/15/2024



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 #	183070
Date Accepted:	3/13/24
CSR:	NA

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	Name of Applicant:	
02/13/2024	KATHLEEN ANN VOZAR	
Name of Fingerprint Technician:		
Patrick Kalani Smith		
Fingerprint technician's Signature:		
Fingerprint technician's Agency/company Name:		Phone Number:
Aloha Fingerprints		623-223-8577
Type of Photo ID Provided (check one):		
<input checked="" type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (Please specify)		

Liquor Licenses within One Mile – Bacchus Wine Bar

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

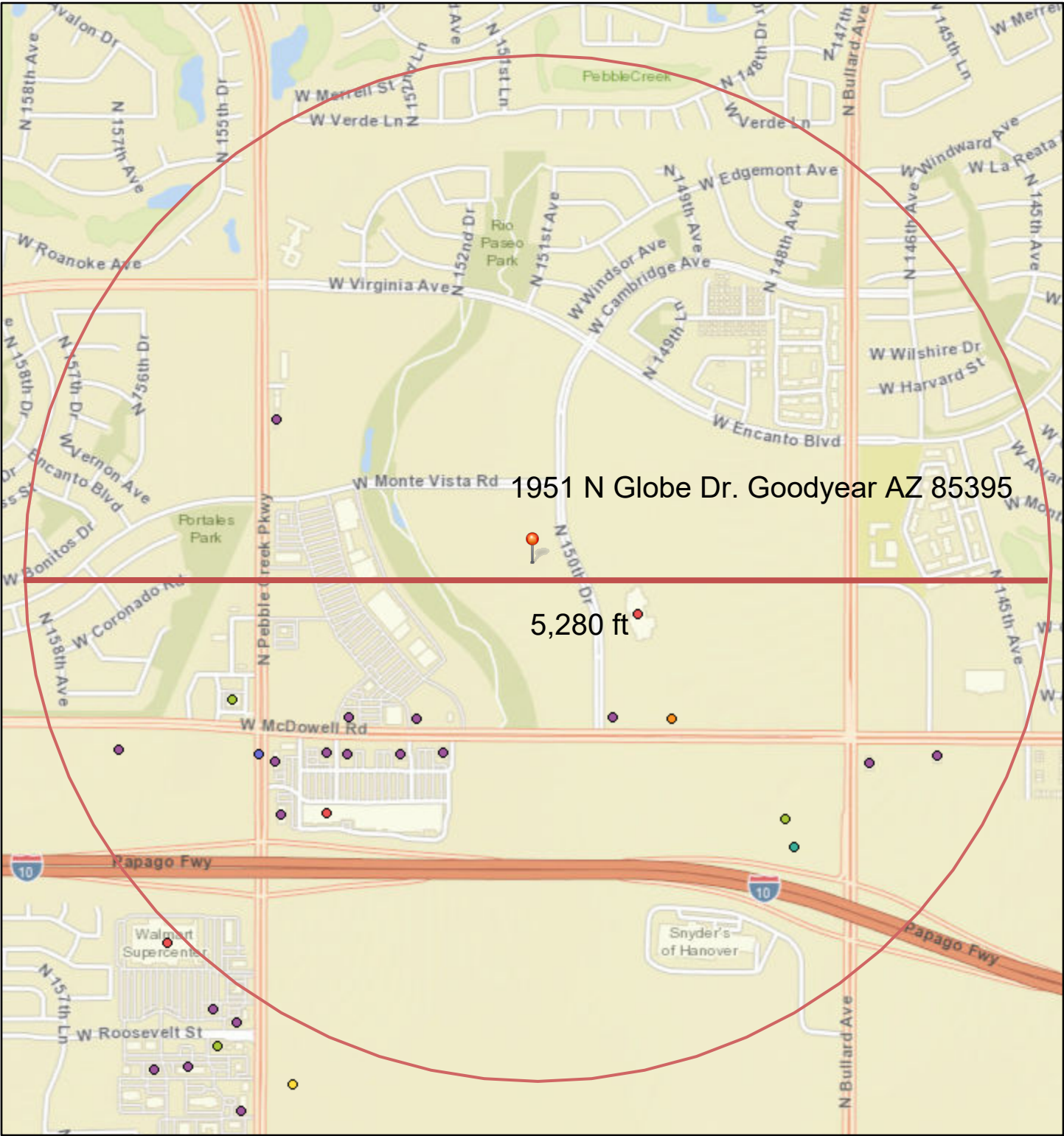
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	816.82 ft	6
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	1,522.59 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,820.73 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,820.73 ft	12G
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	2,171.04 ft	12
TEXAS RDHOUSE	15255 W MCDOWELL RD	2,250.1 ft	12
RED LOBSTER #6342	15311 W MCDOWELL RD	2,558.39 ft	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	2,744.79 ft	12
CANTINA GUEROS GOODYEAR	15375 W MCDOWELL RD	2,978.55 ft	12
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD	3,140.37 ft	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	3,419.92 ft	10
BEVMO	15405 W MCDOWELL RD	3,544.43 ft	9
BEVMO	15405 W MCDOWELL RD	3,544.43 ft	9S
AKAIHANA SUSHI & GRILL	2293 N PEBBLE CREEK PKWY	3,550.62 ft	12
RUBIOS FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD	3,649.05 ft	12
SPRINGHILL SUITES BY MARRIOTT GOODYEAR	1370 N BULLARD AVE	3,703.8 ft	11
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	3,732.39 ft	12
CIRCLE K STORE #9528	1550 N PEBBLE CREEK PKWY	3,7652.21 ft	9
WALGREENS #12334	1654 N PEBBLE CREEK PKWY	3,781.65 ft	10
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	3,928.98 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	4,344.12 ft	12
BABBO ITALIAN EATERY	15705 W MCDOWELL RD	5101.72	12

Schools			
ARCHWAY TRIVIUM WEST	2001 N BULLARD AVE	3,347.99 ft	

Series Legend:

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

Liquor License Evaluation - Bacchus Wine Bar



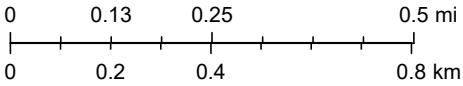
3/15/2024, 12:28:39 PM

1:18,056

October 2022 Liquor Licenses

- Bar
- Beer and Wine Store
- Hotel / Motel
- Liquor Store

- Liquor Store Sampling Beer and Wine Store
- Microbrewery
- Restaurant
- Restaurant Growler
- Sampling



PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, NGA, USGS, City of Goodyear

ITEM #: 6.
DATE: 04/29/2024
AI #:1985



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE UP TO \$2,400,000 FOR THE REPLACEMENT OF SEWER LINES LOCATED WITHIN THE CORGETT WASH

STAFF PRESENTER(S): Barbara Chappell, Water Services Director

SUMMARY

Request Council approval of the expenditure of FY2024 funds for the replacement of sewer lines located in the Corgett Wash (Project 61002).

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Sense of
Community

RECOMMENDATION

Approve expenditure of funds up to \$2,400,000 for the replacement of sewer lines located in the Corgett Wash (Project 61002). (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The Corgett Wash Sewer Line Replacement (Project 61002) has an approved project budget of \$2,455,000 in the FY2024 Capital Improvement Program funded through wastewater operating funds; \$55,000 of the funds have been set aside for preconstruction services performed by our contractor.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval. The city has developed and approved a Capital Improvement Program for FY2024 through FY2028. The subject sewer lines are planned to be replaced in FY2024 per this plan. Due to the complexity of the replacement of sewer lines in the Corgett Wash, a JOC has been selected and provided a scope of work and project costs.

STAFF ANALYSIS

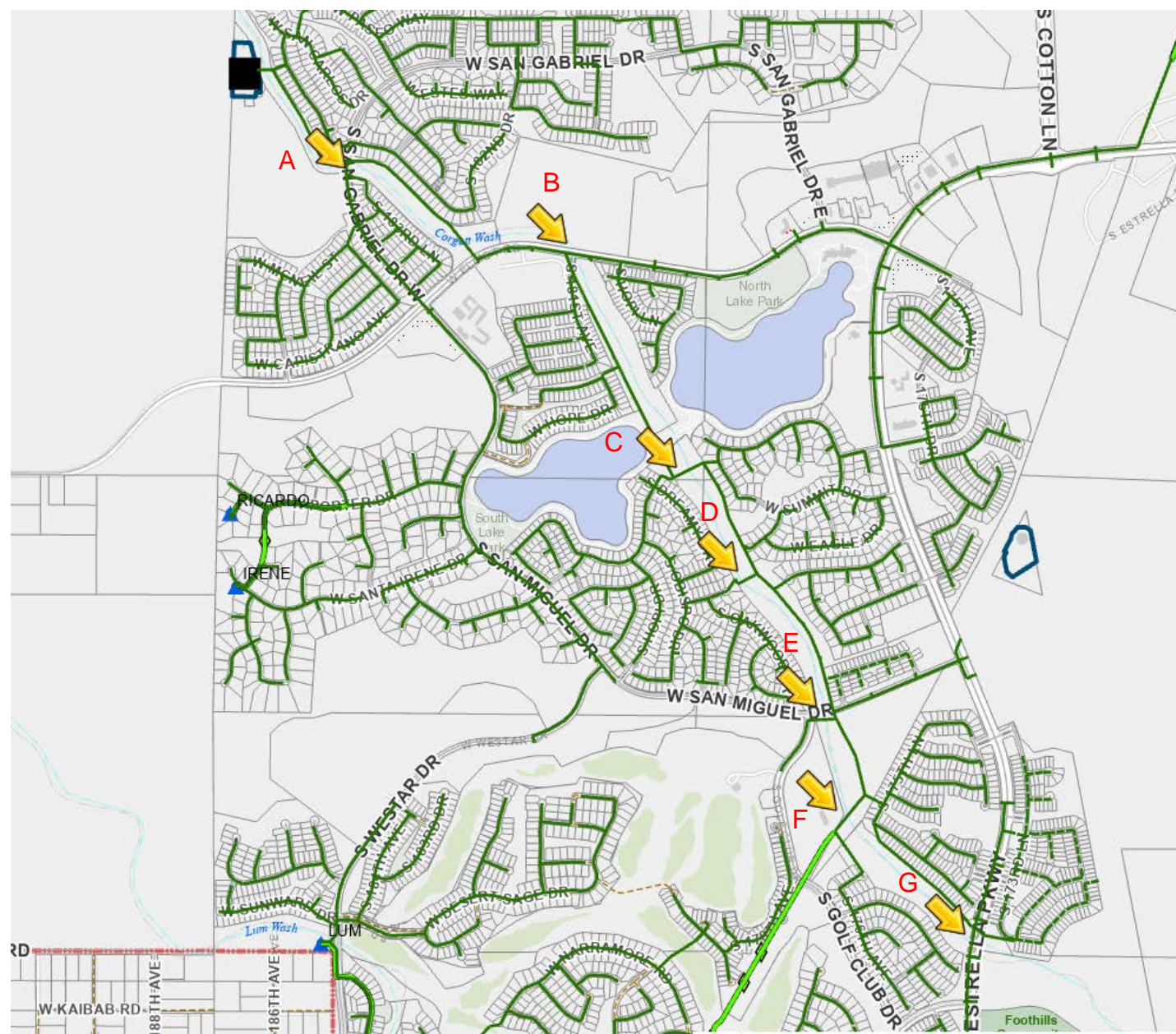
The purpose of this project is to improve sections of ductile iron pipe (DIP) in the Corgett Wash at seven locations. The existing pipe is severely corroded to the point where it needs to be improved. The scope includes an analysis of CIPP (Cured In Place Pipe) liners at each location. If CIPP is feasible, it will be utilized; if not, the pipe will be removed and replaced.

The sewer lines were installed in 1986, and it is the main trunk line that transfers wastewater to the Corgett WRF. This replacement project will increase the reliability of wastewater service for the residents in the area. If not addressed, the pipe will eventually fail and cause a major sewer overflow in the Corgett Wash. This will result in an emergency repair, a possible service disruption to residents and businesses, additional regulatory oversight, and increased costs in the replacement of these sewer line segments.

There are seven total crossings that are planned for improvement. The total project funding is split over two fiscal years, FY24 and FY25 (\$2,455,000 in each year). This expenditure request is for the first fiscal year.

Attachments

Exhibit: Area of Corgett Wash



Inspection

New Save Undo Delete Calculate Accept Reject

Inspection of the Mainline 'Sewer Main 'MH124D-201_MH124D-104' in scope of 'DUC Inspection' task:

Inspection Score Connected Asset Information

Asset Field Information

City: Goodyear **Street:** Elliot

Upstream MH No: MH124D-201 **Access t...:** AMH **Downstream MH...:** MH124D-104 **Access t...:** AMH

[Additional details](#)

Owner: City of Goo... **Drainage area:** **Year construct...:** 1987 **Year renewed:**

Location details: **Location code:** **Consequence...:**

Asset Field Details

Shape: C - Circular **Material:** VCP - Vitrified **Pipe use:** SS - Sanitary **Lining method:**

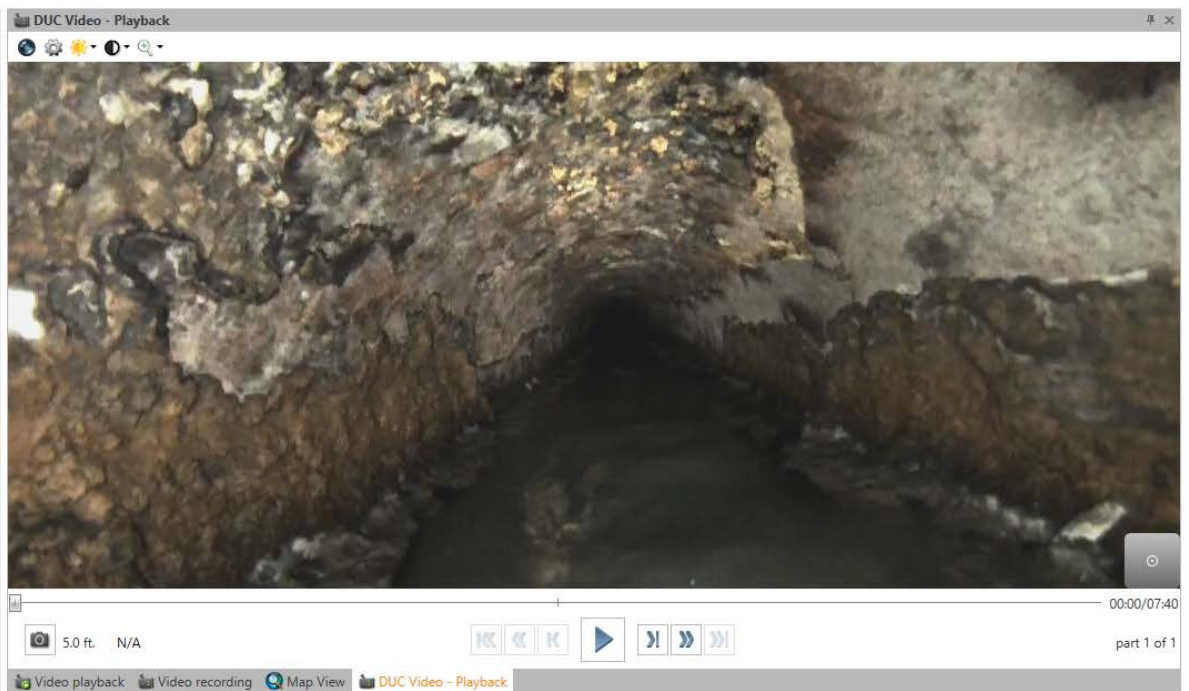
Total length: 263.000 ft **Height:** 18 in. **Width:** **Pipe joint leng...:**

Pressure value: **Coating meth...:**

Inspection Details

Surveyed by: **Reviewed by:** **Weather:** **Length survey...:**

Mainline Task Inspection Inspection Observation Details Node



Inspection Observation List

New Observation Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH124D-201_MH124D-104' of 8/26/2021 10:00:50 AM

	Distance	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect source
	5.0 ft.	4 o'clock	8 o'clock	S01	DAE	Deposits Attached...			50.000 %	O&M	5	
	5.0 ft.	12 o'clock	12 o'clock	S02	SCP	Surface Damage C...				Structural	3	
	43.5 ft.	4 o'clock	8 o'clock	F01	DAE	Deposits Attached...			50.000 %	O&M	5	
	43.5 ft.	12 o'clock	12 o'clock	F02	SCP	Surface Damage C...				Structural	3	
	44.0 ft.				AEP	Access Point End o...						

Inspection

New Save Undo Delete Calculate Accept Reject

Inspection of the Mainline 'Sewer Main 'MH124A-305_MH124A-304'' in scope of 'DUC Inspection' task

Inspection Score Connected Asset Information

Asset Field Information

City: Goodyear Street: San Gabriel st

Upstream MH No: MH124A-305 Access... AMH Downstream MH... MH124A-304 Access... AMH

Additional details Additional details

Owner: City of Go Drainage area: Year construc... 1987 Year renewed:

Location deta... Location code: Consequence...

Asset Field Details

Shape: C - Circular Material: DIP - Ductil Pipe use: SS - Sanitar Lining method:

Total length: 154.497 ft Height: 12 in Width: Pipe joint len...

Pressure value: Coating meth...

Inspection Details

Surveyed by: Reviewed by: Weather: Length surve... 150.100 ft

Mark Escal

DUC Video - Playback

00:47/13:12

part 1 of 1

8.4 ft. 2.3 ft./min

Video playback Video recording Map View DUC Video - Playback

Inspection Observation List

New Observation Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH124A-305_MH124A-304' of 8/26/2021 8:05:54 AM

	Distance	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect s
	5.2 ft.	12 o'clock	12 o'clock	S01	SCP	Surface Damage C...				Structural	3	
	5.2 ft.	4 o'clock	8 o'clock	S02	DAGS	Deposits Attached...			10.000 %	O&M	2	
	124.4 ft.				VC	Vermin Cockroach				O&M		
	157.5 ft.	4 o'clock	8 o'clock	F02	DAGS	Deposits Attached...			10.000 %	O&M	2	
	157.5 ft.	12 o'clock	12 o'clock	F01	SCP	Surface Damage C...				Structural	3	

Inspection

New Save Undo Delete Calculate Accept Reject

Inspection of the Mainline 'Sewer Main 'MH135C-101_MH135C-225' in scope of 'DUC Inspection' task

Inspection Score Connected Asset Information

Asset Field Information

City: Goodyear **Street:** Golf Dr

Upstream MH No: MH135C-101 **Access ty...** AMH - N **Downstream MH No:** MH135C-225 **Access ty...** AMH - N

[Additional details](#) [Additional details](#)

Owner: City of Goody **Drainage area:** **Year constructed:** 1998 **Year renewed:**

Location details: **Location code:** **Consequence of...**

Asset Field Details

Shape: C - Circular **Material:** DIP - Ductile I... **Pipe use:** SS - Sanitary S... **Lining method:**

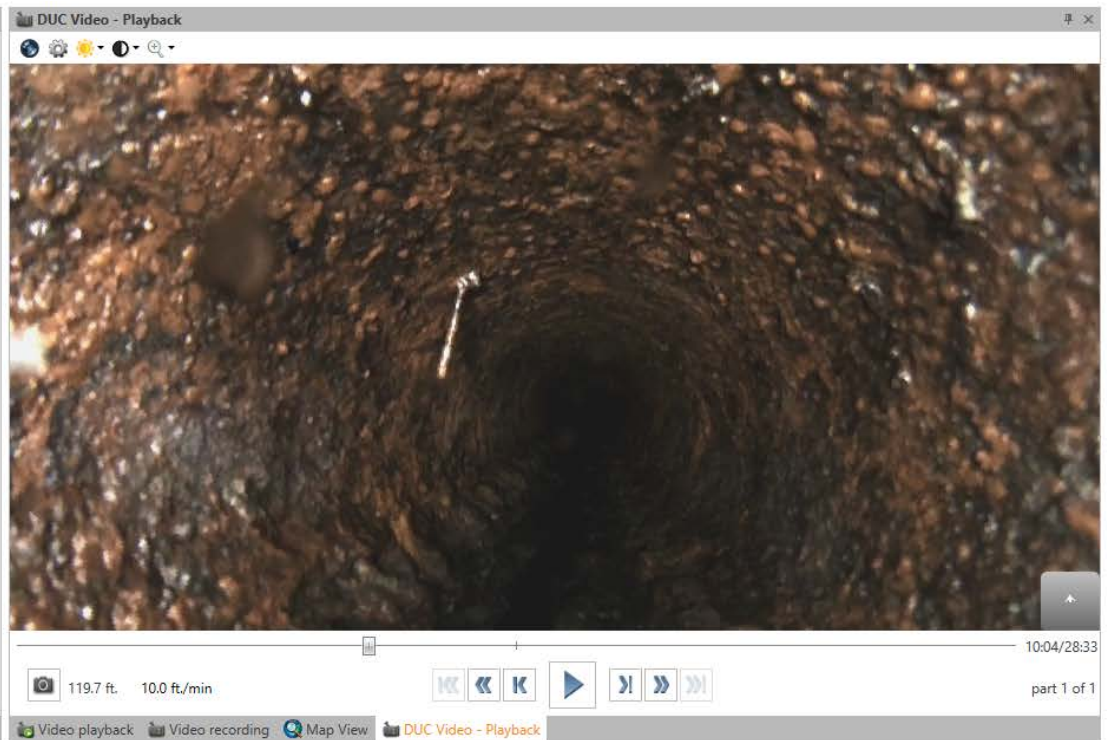
Total length: 296.723 ft. **Height:** 8 in. **Width:** **Pipe joint length:**

Pressure value: **Coating method:**

Inspection Details

Surveyed by: Jose Saldana **Reviewed by:** **Weather:** **Length surveyed:** 294.700 ft

Mainline Task Inspection Inspection Observation Details Node



Inspection Observation List

New Observation Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH135C-101_MH135C-225' of 8/26/2021 12:36:43 PM

ance	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect source
1	12 o'clock	12 o'clock	S01	SCP	Surface Damage C...				Structural	3	
2	12 o'clock	12 o'clock	S02	DAE	Deposits Attached...			20.000 %	O&M	3	
3	12 o'clock	12 o'clock	F02	DAE	Deposits Attached...			20.000 %	O&M	3	
4	12 o'clock	12 o'clock	F01	SCP	Surface Damage C...				Structural	3	
5	12 o'clock	12 o'clock		AEP	Access Point End o...						

Inspection

New Save Undo Delete Calculate Accept Reject

Inspection of the Mainline 'Sewer Main 'MH135A-126_MH135A-105' in scope of 'DUC Inspection' task

Inspection Score Connected Asset Information

Asset Field Information

City: GOODYEAR **Street:** W SANTA ALBERTA LN

Upstream MH No: MH135A-126 **Access ty...** AMH - **Downstream MH No:** MH135A-105 **Access ty...** AMH -

[Additional details](#) [Additional details](#)

Owner: City of Good... **Drainage area:** **Year constructed:** 1987 **Year renewed:**

Location details: **Location code:** **Consequence o...**

Asset Field Details

Shape: C - Circular **Material:** VCP - Vitrified **Pipe use:** SS - Sanitary **Lining method:**

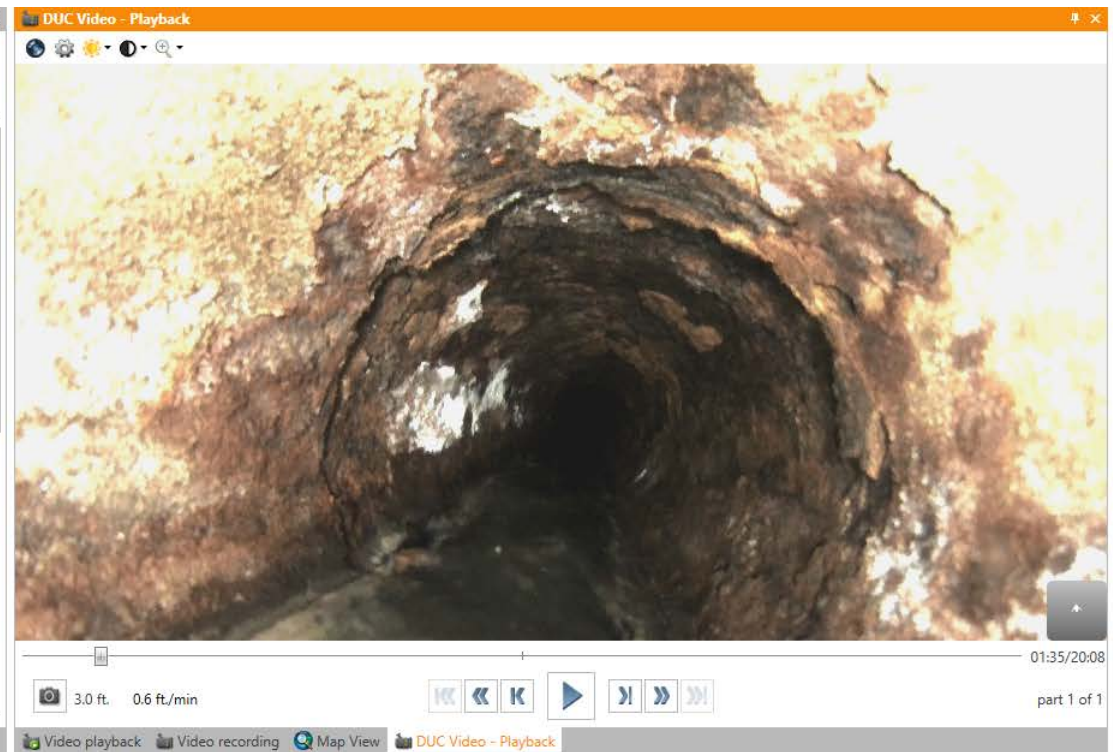
Total length: 238.171 ft. **Height:** 8 in. **Width:** **Pipe joint length:**

Pressure value: **Coating method:**

Inspection Details

Surveyed by: Alavi Arzoueli **Reviewed by:** **Weather:** **Length surveyed:** 227.500 ft

Mainline Task Inspection Inspection Observation Details Node



Inspection Observation List

+ New Observation ★ Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH135A-126_MH135A-105' of 8/27/2021 9:18:29 AM

	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect source
	12 o'clock	12 o'clock	S02	SCP	Surface Damage C...				Structural	3	
	12 o'clock	12 o'clock	S01	DAE	Deposits Attached...			15.000 %	O&M	3	
	12 o'clock	12 o'clock	F01	DAE	Deposits Attached...			20.000 %	O&M	3	
	12 o'clock	12 o'clock	F02	SCP	Surface Damage C...				Structural	3	
				AEP	Access Point End o...						

Inspection

New Save Undo Delete Calculate Accept Reject

Some inspection changes may need to be accepted.

Inspection of the Mainline 'Sewer Main 'MH135C-209_MH135C-208' in scope of 'DUC Inspection' task

Inspection Score Connected Asset Information

Asset Field Information

City: Goodyear **Street:** Golf dr

Upstream MH No: MH135C-209 **Access ty...** AMH - I **Downstream MH No:** MH135C-208 **Access ty...** AMH - I

[Additional details](#)

Owner: City of Good... **Drainage area:** **Year constructed:** 2000 **Year renewed:**

Location details: **Location code:** **Consequence o...**

Asset Field Details

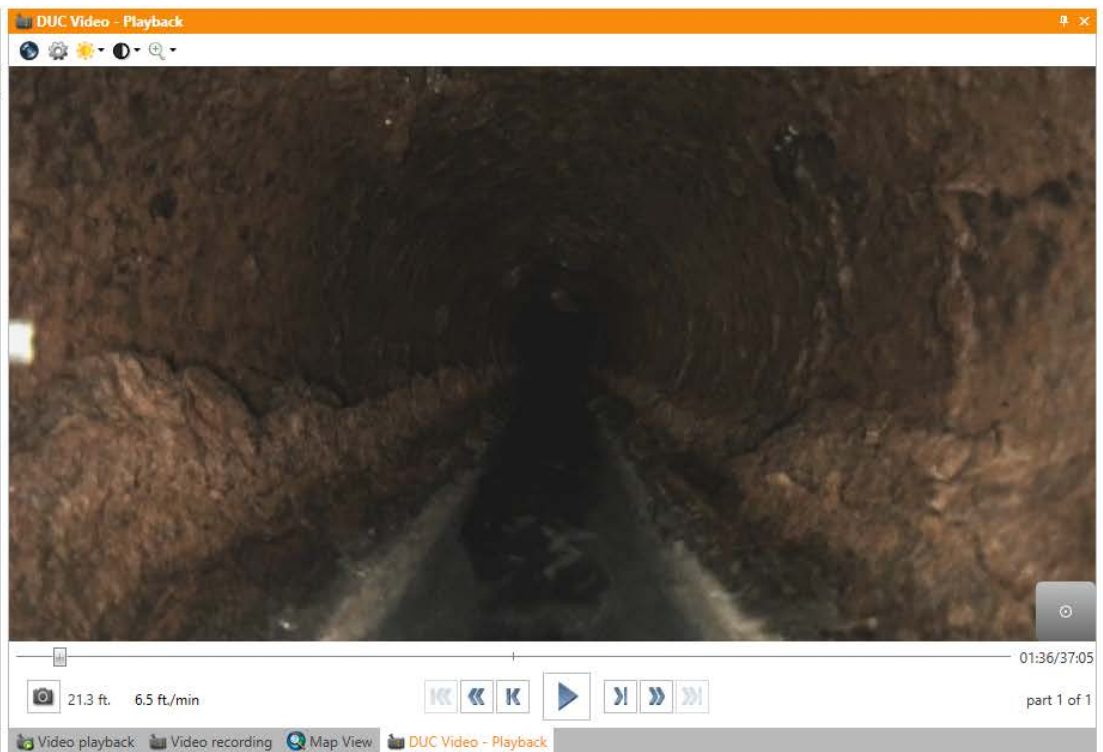
Shape: C - Circular **Material:** DIP - Ductile I **Pipe use:** SS - Sanitary **Lining method:**

Total length: 403.467 ft. **Height:** 12 in. **Width:** **Pipe joint length:**

Pressure value: **Coating method:**

Inspection Details

Mainline Task Inspection Inspection Observation Details Node



Inspection Observation List

New Observation Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH135C-209_MH135C-208' of 8/25/2021 12:41:05 PM

	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect source
				MMC	Miscellaneous Mat...						
	12 o'clock	12 o'clock	S01	SCP	Surface Damage C...				Structural	3	
	4 o'clock	8 o'clock	S02	DAGS	Deposits Attached...			10.000 %	O&M	2	
	4 o'clock	8 o'clock	F02	DAGS	Deposits Attached...			10.000 %	O&M	2	
	12 o'clock	12 o'clock	F01	SCP	Surface Damage C...				Structural	3	

Inspection

New Save Undo Delete Calculate Accept Reject

Some inspection changes may need to be accepted.

Inspection of the Mainline 'Sewer Main 'MH145B-106_MH135D-304'' in scope of 'DUC Inspection' task.

Inspection Score Connected Asset Information

Asset Field Information

City: goodyear **Street:** estrella

Upstream MH No: MH145B-106 **Access type:** AMH - M **Downstream MH No:** MH135D-304 **Access type:** AMH - M

[Additional details](#) [Additional details](#)

Owner: City of Goodyear **Drainage area:** **Year constructed:** 1987 **Year renewed:**

Location details: **Location code:** **Consequence of f...:**

Asset Field Details

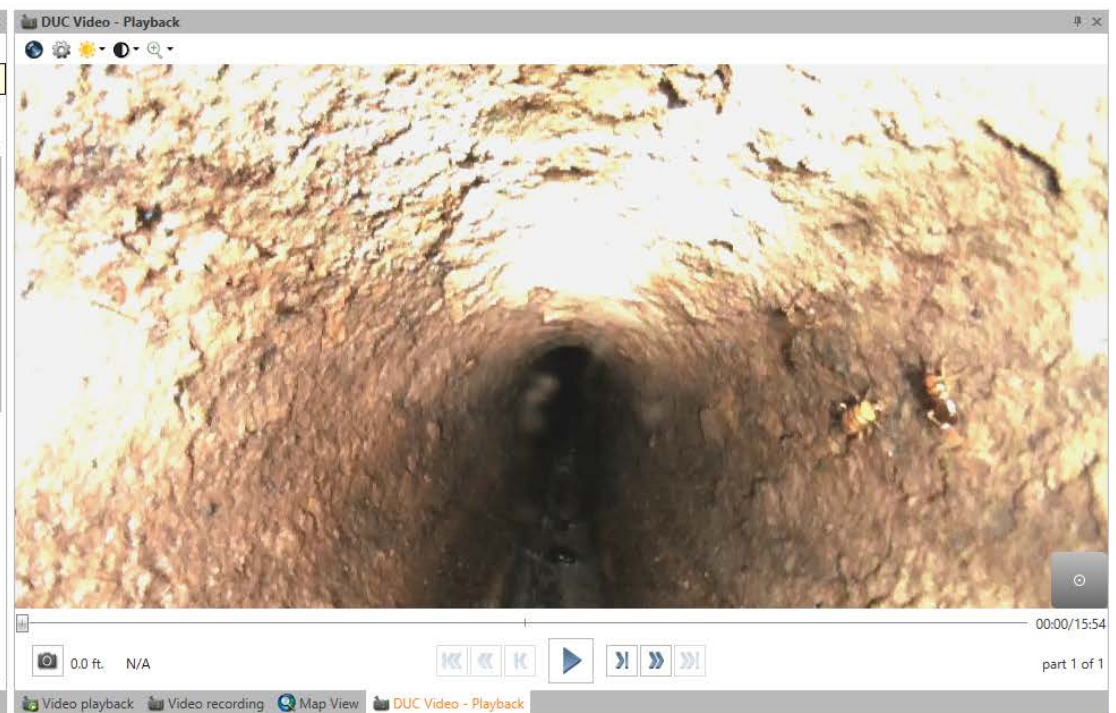
Shape: C - Circular **Material:** PVC - Polyvinyl **Pipe use:** SS - Sanitary Se **Lining method:**

Total length: 325,000 ft. **Height:** 8 in. **Width:** **Pipe joint length:**

Pressure value: **Coating method:**

Inspection Details

Mainline Task Inspection Inspection Observation Details Node



Inspection Observation List

+ New Observation * Delete Properties Set length Estimate GPS

Mainline Inspection on Sewer Main 'MH145B-106_MH135D-304' of 10/11/2022 9:30:20 AM

	Distance	Clock from	Clock to	Continuous	Code	Code Description	Dimension 1	Dimension 2	%	Category	Rating	Defect source
	0.8 ft.				JOM	Joint Offset Medium				Structural	3	
	12.5 ft.	12 o'clock	12 o'clock	S01	LFD	Lining Feature Det...				Structural	3	
	19.9 ft.	12 o'clock	12 o'clock	F01	LFD	Lining Feature Det...				Structural	3	
	26.2 ft.	12 o'clock	12 o'clock	S02	LFD	Lining Feature Det...				Structural	3	
	46.4 ft.	12 o'clock	12 o'clock	F02	LFD	Lining Feature Det...				Structural	3	

9/6/2019 6:51 AM

Project Name: 181ST AVE AND ELLIOT

Surveyed by: R. PALUGOD

City: GOODYEAR ELLIOT

Upstream manhole No: MH-407

Downstream manhole No: MH-404

Pipeline segment ref: MH-407-404

Direction: Downstream

Location code:

Height: 16 Width:

Shape: C Material: DIP

Pre-cleaning: Z

Weather:

Additional info:

Priority

- B 18" 263' 124D 104 – 124D 201 (under bridge)
- C 16" 369' 124D 407 – 124D 404
- F 12" 404' 135C 209 – 135C 208
- A 12" 155' 124A 305 – 124A 304 (under bridge)
- E 8" 297' 135C 101 - 135C 225 (under bridge)
- D 8" 239' 135A 126 – 135A 105
- G 8" 325' 145B 106 – 135D 304 (under bridge)

ITEM #: 7.
DATE: 04/29/2024
AI #:1998



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH CITY OF GLENDALE FOR FIRE AND MEDICAL SERVICE STAFFING FOR SPECIAL EVENTS

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

The purpose of this agreement is to provide the means through which the Goodyear Fire Department intends to provide fire and medical services to the city of Glendale for special events by maximizing cooperation, by integrating our assets, and by addressing issues including, command, control, personnel, planning, and training. The following agencies will be participating in this intergovernmental agreement: city of Avondale, city of Goodyear, city of Peoria, and city of Surprise.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve the intergovernmental agreement (IGA) with city of Glendale for fire and medical service staffing for special events. (Paul Luizzi, Fire Chief)

FISCAL IMPACT

The Goodyear Fire Department will provide the fire personnel with the uniforms and equipment necessary to work on special events. Each assigned fire personnel who works an event will be paid their regular or overtime rates directly by the city of Goodyear and apply to the costs of providing worker's compensation insurance. The city of Glendale will provide information about the hours worked by the assigned fire personnel no later than seven days following each event to enable the Goodyear Fire Department to monitor and regulate the hours worked by all of their assigned fire personnel. The Goodyear Fire Department will provide the city of Glendale with an actual cost detail every two weeks of hours and expenses paid to the assigned fire personnel. The city of Glendale will reimburse the city of Goodyear for actual costs incurred. No adjustments to the budget are necessary at this time.

BACKGROUND AND PREVIOUS ACTIONS

This will be the first intergovernmental agreement with the city of Glendale for special events.

Attachments

Glendale_IGA_Special_Events

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE FOR FIRE AND MEDICAL SERVICE STAFFING**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____, 2024, by and between the City of Glendale, for and on behalf of the Glendale Fire Department (GFD). This Intergovernmental Agreement (“Agreement”) is made and entered into by and between the Cities, Towns, Fire Districts, and governmental jurisdictions (hereinafter collectively referred to either as “Participants,” or “Agencies,” and sometimes referred to individually as “Participant” or “Agency”), The initial Agencies are listed in Exhibit A of this Agreement, which shall be amended upon the addition of new members as set forth herein.

RECITALS

- A. Glendale has jurisdictional authority over and public safety interests for fire and medical services staffing which may be requested for Special Events (i.e. Stadium, Arena, Westgate, VAI Resort) located within Glendale’s corporate limits; and
- B. These Special Events need qualified personnel to provide fire and medical services at their facilities; and
- C. The Agencies desire to participate in providing fire and medical services to these Special Events by making available listed Agencies’ members in accordance with the terms set forth herein.
- D. The Agencies desire to enter into this Agreement to cooperatively provide the necessary fire and medical services while acknowledging Glendale’s primary responsibility for fire and medical services for Special Events at facilities within the City of Glendale City Limits.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Agencies hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the Agencies intend to provide fire and medical services to the City of Glendale by maximizing cooperation, by integrating the Agencies’ assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 **The Agencies** acknowledge that command and control for all events worked for City of Glendale pursuant to this Agreement (individually “Event” and collectively “Events”) shall be the duty and responsibility of GFD.
 - 2.2 In carrying out this responsibility, GFD will in good faith assign Fire personnel to work events in accordance with the procedures adopted in consultation with the Chiefs of Fire for all of the member agencies providing personnel to events.
 - 2.3 **Agencies** agree and understand that entities other than Glendale and the GFD have input into the decisions regarding whether, and to what extent, fire and medical will provide service for events; however, Glendale will provide information regarding staffing decisions to all Agencies as soon as it becomes available.

3. Assigned Personnel

- 3.1 **Agencies** shall have the discretion to determine which and how many of its personnel will be allowed to apply for assignments at events (hereinafter referred to as “Assigned Personnel”).
- 3.2 While working an event, the Assigned Fire Personnel must wear uniforms approved by their Department, and the Assigned Fire Personnel may carry other equipment authorized by their Department.
- 3.3 When working an event, GFD will make available to Assigned Fire Personnel forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the Agencies and Assigned Fire Personnel in performance of their responsibilities shall remain with or be returned to the owner of such property.

4. Compensation, Insurance and Reporting

- 4.1 The Agencies agree that during events the Assigned Fire Personnel shall remain an employee of their own “Agency” at all times and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Fire Personnel who works an event will be paid their regular or overtime rates directly by their own “Agency” and applied to the cost of providing worker’s compensation insurance as set forth below.
 - a. Assigned Fire Personnel’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by their own “Agency”.
 - b. Each “Agency” shall provide the workers’ compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time employees of their own “Agency”.
 - c. Assigned Fire Personnel are not entitled to any employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the “Agencies” information about the hours worked by Assigned Fire Personnel not later than seven days following each event to enable each “Agency” to properly monitor and regulate the hours worked by all of their Assigned Fire Personnel.
- 4.4 “Agencies” will provide Glendale an actual cost detail every two weeks of any hours and expenses paid to Assigned Fire Personnel. Glendale will reimburse the “Agencies” for actual costs incurred.
- 4.5 The Agencies affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless the Agencies, its departments, agencies, boards, commissions, Fire Personnel, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent acts or willful misconduct of the Assigned Fire Personnel.
- 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnatee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against the Agencies, its Fire Personnel, officials, agents, and employees for losses arising from the work performed by Agencies Assigned Fire Personnel under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Agencies but, except as provided below, no unilateral media releases will be distributed by Agencies without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of Agency's Assigned Officer, Agency will be responsible for the release of information to the media relative to the incident.
- 6.3 The Agencies will not reveal any investigative information or operational procedures except as required by law.

7. General Provisions

- 7.1 Entire Agreement. This Agreement embodies the entire understanding of the Agencies and supersedes any other agreement or understanding between the Agencies relating to the subject matter of this Agreement.
- 7.2 Term. This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years.
- 7.3 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.

- 7.4 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 7.5 Conflict of Interest. This Agreement may be canceled by any of the Agencies pursuant to the provisions of A.R.S. § 38-511.
- 7.6 Termination. **Agency** may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving **Agency** not less than sixty (60) days prior written notice.
- 7.7 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Agencies hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Agencies. In the event the Agencies cannot settle the dispute, the GFD Fire Chief shall have the final authority to decide the dispute, claim, question, or disagreement.
- 7.8 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.
- 7.9 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 7.10 Further Acts. Each Agency shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 7.11 Nondiscrimination. No Agency shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference, or religion. Each agency agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action, and equal employment opportunity.

8. **E-Verify**

- 8.1 The Agencies acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 8.2 The Agencies warrant that they have registered with and participate with E-Verify.
- 8.3 If either agency later determines that the other non-compliant Agency has not complied with E-Verify, it will notify the non-compliant Agency by certified mail of the determination and of the right to appeal the determination. The Agencies retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Any agency listed may conduct a random verification of the employment records of the other Agency to ensure compliance with this warranty.

8.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

9. Sudan and Iran

Pursuant to A.R.S. §§35-391.06 and 35-393.06, the Agencies hereby warrant, and represent that they do not have, and their subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

[signatures appear on the following pages]

CITY OF GLENDALE

Kevin R. Phelps, City Manager

ATTEST:

Julie K. Bower, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the listed Agencies is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF AVONDALE, a municipal corporation

By: _____
Ron Corbin, City Manager

ATTEST:

, City Clerk

APPROVED AS TO FORM:

Nicholle Harris, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF AVONDALE

By: _____

Nicholle Harris, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF GOODYEAR, a municipal corporation

By: _____
Wynette Reed, City Manager

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF GOODYEAR

By: _____

City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF PEORIA, a municipal corporation

By: _____
Jeff Tyne, City Manager

ATTEST:

Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

Emily Jurmu, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF PEORIA

By: _____

Emily Jurmu, City Attorney

Date: _____

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Agency.

CITY OF SURPRISE, a municipal corporation

By: _____
Bob Wingenroth, City Manager

ATTEST:

Kristi Passarelli, City Clerk

APPROVED AS TO FORM:

Robert Wingo, City Attorney

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Date: _____

CITY OF SURPRISE

By: _____

Robert Wingo, City Attorney

Date: _____

EXHIBIT A
AGENCIES

The following agencies will be participating in this intergovernmental agreement:
City of Avondale, City of Goodyear, City of Peoria, and City of Surprise

AGENCY CONTACT INFORMATION	
Avondale Fire and Medical 125 S. Avondale Blvd. Suite 100 Avondale, AZ 85323	Attn: Larry Rooney, Fire Chief Phone: 623.333.6101 Fax: None
Goodyear Fire Department 14455 W Van Buren St. E-102 (P.O. Box 5100) Goodyear, AZ 85338	Attn: Paul Luizzi, Fire Chief Phone: 623.882.7109 Fax: None
Peoria Fire-Medical Department 8401 West Monroe Street Peoria, AZ 85345	Attn: Gary Bernard, Fire Chief Phone: 602.354.6420 Fax: 602.773.7294
Surprise Fire-Medical Department 14250 W. Statler Plaza Ste. 101 Surprise, AZ 85374	Attn: Brenden Espie, Fire Chief Phone: 623.222.5027 Fax: 623.222.5001

ITEM #: 8.
DATE: 04/29/2024
AI #:1968



CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH STATE OF ARIZONA THROUGH DEPARTMENT OF CHILD SAFETY TO PROVIDE INTEGRATED SERVICES AT THE SOUTHWEST FAMILY ADVOCACY CENTER

STAFF PRESENTER(S): Art Miller

SUMMARY

Intergovernmental agreement with the State of Arizona through the Department of Child Safety to provide services for children and families in partnership with the Southwest Family Advocacy Center.

STRATEGIC PLAN ALIGNMENT



Quality of Life

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with State of Arizona Department of Child Safety (DCS) and City of Goodyear. (Art Miller, Interim Chief of Police)

FISCAL IMPACT

The costs associated with SWFAC are shared between the Partnering Agencies and the Department of Child Safety. The operational costs are included in the FY24 Police Department General Fund budget in the amount of \$377,300. There is no additional impact to the Police Department budget as a result of the IGA with DCS.

BACKGROUND AND PREVIOUS ACTIONS

On May 29, 2014, former Governor Jan Brewer signed into law a bill creating a new State Agency to oversee child services, the Department of Child Safety (DCS). This bill separated the Division of Children, Youth and Families' Child Protective Services unit from the Department of Economic Security.

On July 13, 2015, Council approved the First Amendment to the Amended and Restated IGA that allowed for law enforcement to continue providing services to victims of domestic violence, child abuse, sexual assault, and elder abuse at the Southwest Family Advocacy Center

(SWFAC). The IGA permitted costs to be shared among the cities of Avondale, Buckeye, Goodyear, and MCSO (collectively, "Partnering Agencies").

The State of Arizona has requested an additional IGA documenting the responsibilities of each agency and DCS.

STAFF ANALYSIS

The SWFAC is a multidisciplinary facility that opened in May 2008. SWFAC has provided the community with a child and family focused, facility-based program in which representatives from many disciplines, including law enforcement, child protection, prosecution, mental health, and medical, work together to investigate, treat, manage, and prosecute child abuse cases, sexual assault, domestic violence, and elder abuse.

The addition of the IGA with DCS results in no additional costs to the city and clarifies the relationship between the city of Goodyear and DCS. The IGA to provide these services is beneficial to the city as resources might not be otherwise available.

Attachments

IGA between DCS and City of Goodyear

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR,
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY TO PROVIDE
INTEGRATED SERVICES TO CHILDREN AND FAMILIES**

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and among the City of Avondale, an Arizona municipal corporation ("Avondale"), the City of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") (collectively identified as the "Partnering Agencies") and the State of Arizona acting by and through the Department of Child Safety, ("DCS") to provide integrated services to children and families.

RECITALS

WHEREAS, DCS is duly authorized to execute and administer the Agreement under ARIZ. REV. STAT. § 8-453.

WHEREAS, DCS, Avondale, Buckeye, Goodyear and Maricopa have authority to enter into the Agreement pursuant to ARIZ. REV. STAT. § 11-952.

WHEREAS, the Partnering Agencies have entered into prior Intergovernmental Agreements with respect to the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200 (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence. ("Center IGA").

WHEREAS, in the Center IGA, the Partnering Agencies have agreed with respect to the operation of Center that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to participate in the shared use of the Center with DCS to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services").

WHEREAS, DCS desires to participate in the shared use of the Center to promote the safety, well-being and self-sufficiency of children, adults and families to further its vision that every child, adult and family in the State of Arizona will be safe and economically secure.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies and DCS agree as follows:

1. Term.

- 1.1.** The initial term of the Agreement shall begin on January 1, 2024 and shall be for a period of three years, unless terminated by DCS or one of the Partnering Agencies pursuant to the termination provisions herein.

2. Applicable Law; Venue.

- 2.1.** In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and State of Arizona including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.
- 2.2.** The Agreement shall be governed by the laws of the State of Arizona and lawsuit pertaining to the Agreement may be brought only in courts in the State of Arizona.

3. Location of Center. The Partnering Agencies intend to operate the Center in a leased building located at 2333 N. Pebble Creek Parkway, Suite A-200 Goodyear, Arizona, or any other facility mutually agreed upon by the Partnering Agencies (the "Center").

4. Joint Use of Center.

- 4.1.** The Partnering Agencies agree to provide space at the Center to DCS in exchange for the delivery of expedited multi-level service in order to facilitate and assist DCS in the mission of promoting the safety, well-being and self-sufficiency of children, adults and families.
- 4.2.** The space to be provided will be a quality standard working environment which will provide protection of the general health and welfare of DCS employees and will comply with the Uniform Building Code, American's with Disability Act, National Fire Protection Agency (NFPA) Code and any other codes or ordinances enforced by the local jurisdiction.

- 4.3. DCS shall be provided six (6) dedicated workstations and a manager's office space within the Center ("Designated Space").
- 4.4. The Partnering Agencies shall provide use of the Designated Space to DCS free of charge.
- 4.5. The Partnering Agencies have developed and approved the Center Operations Manual which sets forth the multidisciplinary team concept adopted and required by the Maricopa County Attorney's Office for Advocacy Centers. All DCS employees assigned to the Center shall comply with the Center Operations Manual.

5. Furnishings/Equipment.

- 5.1. DCS agrees to use its own furnishings, equipment and computer systems. At the termination of this agreement, DCS agrees to remove their furnishings, equipment and computer systems.
- 5.2. DCS shall be responsible for maintaining its own furnishings, equipment and computer systems and shall reasonably clean, maintain and repair the Designated Space at its own expense during the term of the Agreement.

6. Background Check of Onsite Center DCS Employees

- 6.1. DCS shall submit written certification that an on-site employee has completed and passed a background check. This certification shall be provided to the Avondale Police Chief/Center Director prior to the on-site employee beginning his or her assignment at the Center. This written certification shall be provided at least 30 days prior to the on-site assignment.

7. Indemnification.

- 7.1. To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.
- 7.2. These obligations shall survive termination of this Agreement.

- 7.3.** In the event of any lawsuit that names the Center, DCS or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

8. Insurance.

- 8.1.** Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.
- 8.2.** Each Party agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.
- 8.3.** The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this Agreement. The Parties are free to purchase additional insurance as they deem necessary.
- 8.4.** Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate \$2,000,000

Each Occurrence \$1,000,000

- 8.5.** Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers' Liability Insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee and \$1,000,000 disease policy limit.
- 8.6.** Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested
- 8.7.** Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.

- 8.8. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

9. Joint Venture.

- 9.1. The Parties agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency.
- 9.2. To the extent that employees of one Party perform duties on behalf of another Party, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws.
- 9.3. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.
- 9.4. Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

10. **Non-Discrimination.** Contractor shall comply with Executive Orders 2009-09, 2023-1 and 2023-9, which mandate that all hiring, promotion, recruitment, compensation and tenure is on the basis of merit and qualifications, is in accordance with all existing Federal, State, and local laws, rules, policies, or executive orders, and prohibits discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, marital status, or on hair texture and protective styles, such as braids, locs, twists, knots and headwraps (unless such hair texture or style would violate health or safety standards required for operational purposes). Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against on any such basis.

11. **Amendment.** The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear, Maricopa and DCS.

12. **Relationship of the Parties; Authority.** All parties to the Agreement shall act in its individual capacity and not as an agent, employee, partner, joint venture, associate, or any other

representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

- 13. Integration.** The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof and revoked and superseded by this Agreement, and not representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 14. Termination of Agreement.**

 - 14.1.** In the event any Partnering Agency terminates its participation in the Center IGA, then that Partnering Agency also terminates its participation in this Agreement. The Partnering Agency shall also provide not less than 30 days written notice of the intent to terminate this Agreement.
 - 14.2.** DCS may terminate participation in this Agreement prior to the end of the current term by providing not less than 30 days written notice of the intent to terminate.
- 15. Attorneys' Fees.** In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.
- 16. Arbitration.** The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518(B), except as may be required by other applicable statutes (Title 41).
- 17. Severability.** If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.
- 18. No Assignment.** Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

- 19. Waiver.** Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.
- 20. Counterparts.** The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.
- 21. Captions.** Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.
- 22. Notices and Requests.** Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (a) delivered to the party at the address set forth below, (b) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (c) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Avondale:

City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

If to Buckeye:

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Attn: City Manager

If to Goodyear:

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

If to the Maricopa:

550 W. Jackson Street
Phoenix, AZ 85003
Attn: County Manager

State of Arizona

Department of Child Safety

PO Box 6030, S/C C010-23

Phoenix, Arizona 85005-6030

Attn: DCS Director

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

- 23. Cancellation.** The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.
- 24. Continuation Subject to Appropriation.** The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party. If the Council of Avondale, Buckeye, Goodyear, Maricopa or State Legislature of the State of Arizona fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

25. Miscellaneous.

- 25.1.** Records. All books, accounts, reports, files and other records of either party relating to the Agreement or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.
- 25.2.** Personal Use of Contracts. State employees and public officers shall not be permitted to purchase materials or services under the Agreement for their own personal or business use unless authorized in writing by the Director of the Arizona Department of Administration, pursuant to A.A.C. R2-7-204.
- 25.3.** IT 508 Compliance. Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with ARIZ. REV. STAT. §§18-131 and 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- 25.4.** Offshore Performance of Work Prohibited. Due to security and identity protection concerns, direct services under the Agreement shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back up services or services that are incidental to the performance of the Agreement. This provision applies to work performed by subcontractors at all tiers.
- 25.5.** Federal Immigration and Nationality Act. By entering into the Agreement, all parties to the Agreement warrant compliance with the ARIZ. REV. STAT § 41-4401, Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

- 26. Exhibits.** To the extent applicable to the Agreement, the Partnering Agencies and DCS shall comply with the provisions set forth in **Exhibit A** and **Exhibit B**. These exhibits are incorporated into this Agreement.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the dates set forth below.

“Avondale”

CITY OF AVONDALE, an Arizona
municipal corporation

Ron Corbin, City Manager

Date: _____

ATTEST:

Marcella Sarmiento, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

Daniel Cotterman, City Manager

Date: _____

ATTEST:

Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

Wynette Reed, City Manager

Date: _____

ATTEST:

Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Maricopa”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

Jack Sellers, Chairman, Board of Supervisors

Date: _____

ATTEST:

Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

County Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“DCS”

STATE OF ARIZONA DEPARTMENT OF CHILD SAFETY

By:_____

Name:_____

Title:_____

Date:_____

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____,
Assistant Attorney General

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY

[Procurement]

See following pages.

- (i) Contract provisions. A grantee's and sub-grantee's contracts must contain provisions in paragraph (i) of this section. Federal agencies are permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy.
- (1) Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate. (Contracts more than the simplified acquisition threshold)
- (2) Termination for cause and for convenience by the grantee or sub-grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)
- (3) Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees)
- (4) Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). (All contracts and sub-grants for construction or repair)
- (5) Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation)
- (6) Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and sub-grantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers)
- (7) Notice of awarding agency requirements and regulations pertaining to reporting.
- (8) Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (9) Awarding agency requirements and regulations pertaining to copyrights and rights in data.

(10) Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(11) Retention of all required records for three years after grantees or sub-grantees make final payments and all other pending matters are closed.

(12) Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and sub-grants of amounts in excess of \$100,000)

(13) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). [53 FR 8069, Mar. 11, 1988, as amended at 60 FR 19639, 19643, Apr. 19, 1995]

**EXHIBIT B TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR,
MARICOPA COUNTY
AND THE STATE OF ARIZONA
ACTING BY AND THROUGH DEPARTMENT OF CHILD SAFETY**

[Retention and Access Requirements for Records]

See following pages.

29 CFR 97.42 - Retention and access requirements for records, Section Number: 97.42, Section Name: Retention and access requirements for records.

(a) Applicability.

(1) This section applies to all financial and programmatic records, supporting documents, statistical records, and other records of grantees or sub-grantees which are:

(i) Required to be maintained by the terms of this part, program regulations or the grant agreement, or

(ii) Otherwise reasonably considered as pertinent to program regulations or the grant agreement.

(2) This section does not apply to records maintained by contractors or subcontractors. For a requirement to place a provision concerning records in certain kinds of contracts, see Sec. 97.36(i)(10).

(b) Length of retention period.

(1) Except as otherwise provided, records must be retained for three years from the starting date specified in paragraph (c) of this section.

(2) If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 3-year period, whichever is later.

(3) To avoid duplicate recordkeeping, awarding agencies may make special arrangements with grantees and sub-grantees to retain any records which are continuously needed for joint use. The awarding agency will request transfer of records to its custody when it determines that the records possess long-term retention value. When the records are transferred to or maintained by the Federal agency, the 3-year retention requirement is not applicable to the grantee or sub-grantee.

(c) Starting date of retention period

(1) General. When grant support is continued or renewed at annual or other intervals, the retention period for the records of each funding period starts on the day the grantee or sub-grantee submits to the awarding agency its single or last expenditure report for that period. However, if grant support is continued or renewed quarterly, the retention period for each year's records starts on the day the grantee submits its expenditure report for the last quarter of the Federal fiscal year. In all other cases, the retention period starts on the day the grantee submits its final expenditure report. If an expenditure report has been waived, the retention period starts on the day the report would have been due.

(2) Real property and equipment records. The retention period for real property and equipment records starts from the date of the disposition or replacement or transfer at the direction of the awarding agency.

(3) Records for income transactions after grant or subgrant support. In some cases grantees must report income after the period of grant support. Where there is such a requirement, the retention period for the records pertaining to the earning of the income starts from the end of the grantee's fiscal year in which the income is earned.

(4) Indirect cost rate proposals, cost allocations plans, etc. This paragraph applies to the following types of documents, and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

(i) If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

(ii) If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the grantee) for negotiation purposes, then the 3-year retention period for the proposal plan, or computation and its supporting records starts from end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.

(d) Substitution of microfilm. Copies made by microfilming, photocopying, or similar methods may

be substituted for the original records.

(e) Access to records

(1) Records of grantees and subgrantees. The awarding agency and the Comptroller General of the United States, or any of their authorized representatives, shall have the right of access to any pertinent books, documents, papers, or other records of grantees and subgrantees which are pertinent to the grant, in order to make audits, examinations, excerpts, and transcripts.

(2) Expiration of right of access. The rights of access in this section must not be limited to the required retention period but shall last as long as the records are retained.

(f) Restrictions on public access. The Federal Freedom of Information Act (5 U.S.C. 552) does not apply to records Unless required by Federal, State, or local law, grantees and sub-grantees are not required to permit public access to their records.

ITEM #: 9.
DATE: 04/29/2024
AI #:1994



CITY COUNCIL ACTION REPORT

SUBJECT: THRIVE AT AVISION GOODYEAR FINAL PLAT

STAFF PRESENTER(S): Marty Crossland, Deputy Director of Development Engineering

OTHER PRESENTER(S):

Michael Prefling: Applicant

SUMMARY

A Final Plat subdividing approximately 4.61 acres into 47 lots and 3 tracts at the intersection of West Van Buren Street and North Central Avenue.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Conditionally approve the Final Plat for Thrive at Avision Goodyear, subdividing 4.61 acres into 47 lots and 3 tracts at the North East Corner of the West Van Buren Street and North Central Avenue. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. Any technical corrections to this final plat required by the City Engineer or his designee shall be made prior to the recordation of the Final Plat;
2. On the Mylar submittal to the City, please change the City Engineer on the approval block to Steve Scinto.
3. Prior to recordation of the Final Plat, a current title report for the property being platted in the Final Plat shall be provided to the City Engineer and the final plat shall be modified as needed to reflect the current ownership and current lender including a Lender Consent and Subordination in a form approved by the City Attorney or his/her designee for all lenders with a security interest in the Platted Property.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On February 28, 2022, the property was rezoned from General Commercial District (C-2), to R1-A with PAD Overlay entitled Thrive at Avison Goodyear by Ordinance No. 2022-1525. A Preliminary Plat (21-500-00013) was conditionally approved on September 14, 2022.

STAFF ANALYSIS

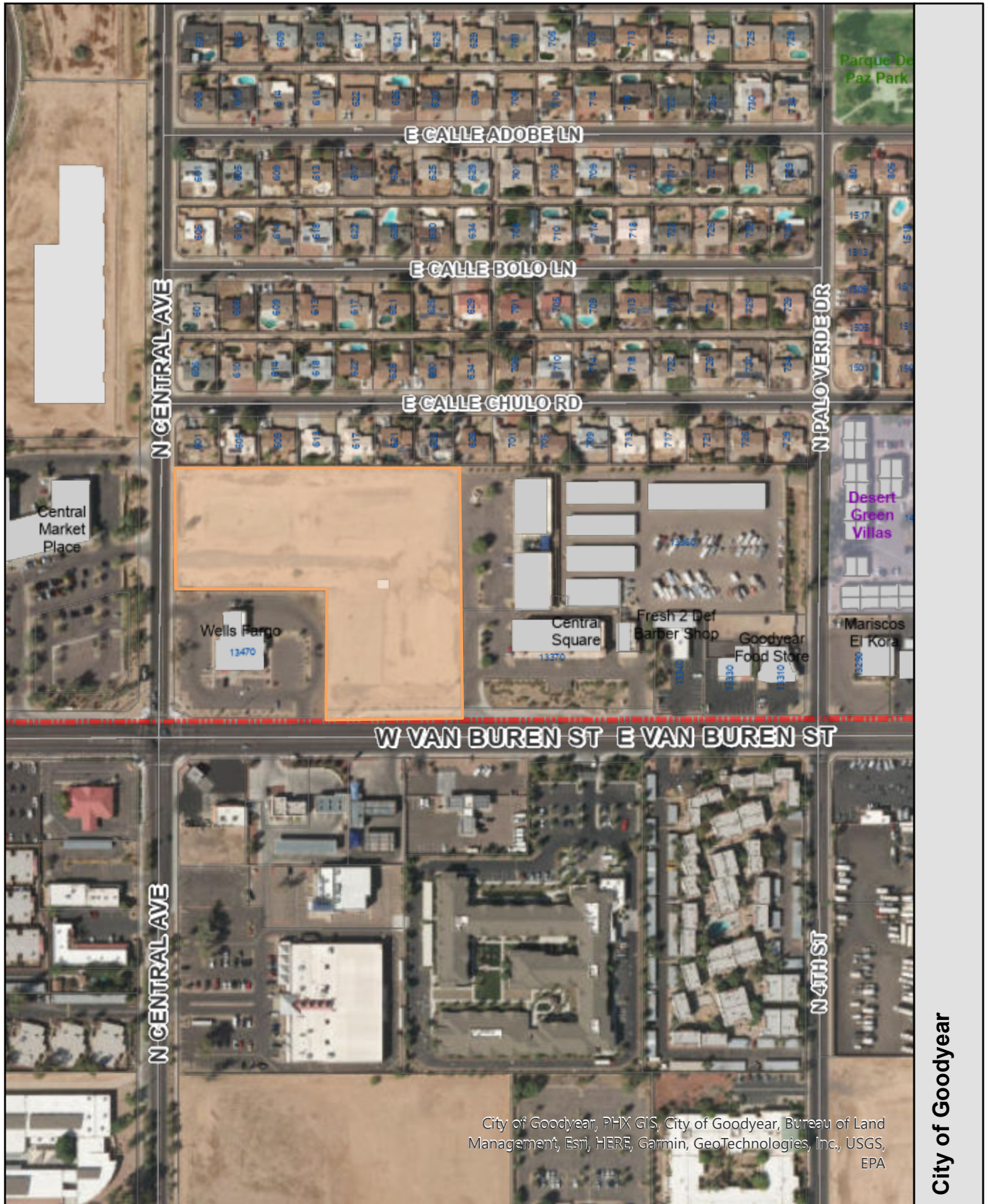
The proposed subdivision is consistent with the General Plan and will not adversely impact the surrounding area. Further, the proposed subdivision is consistent with the technical requirements of the city's subdivision regulations and engineering standards, and provides for the orderly development of the property by identifying the required infrastructure needed to serve the development. The Final Plat is in substantial conformance with the Preliminary Plat.

Attachments

Area Map
Final Plat

Name of Map: City of Goodyear

Description: Thrive at Avison Goodyear



City of Goodyear, PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, GeoTechnologies, Inc., USGS, EPA

FINAL PLAT

OF

"THRIVE AT AVISION GOODYEAR"

A REPLAT OF PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE,
RECORDED IN BOOK 1192, PAGE 29, MARICOPA COUNTY RECORDS,
BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, GOODYEAR, ARIZONA.

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS
KNOW ALL MEN BY THESE PRESENTS:

THAT GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF "THRIVE AT AVISION GOODYEAR", A REPLAT OF PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE, RECORDED IN BOOK 1192, PAGE 29, MARICOPA COUNTY RECORDS, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, GOODYEAR, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, EASEMENTS AND STREETS CONSTITUTING THE SAME. EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY, THIRD PARTIES PROVIDING SERVICES ON BEHALF OF THE CITY OF GOODYEAR, THIRD PARTIES PROVIDING EMERGENCY SERVICES, THIRD PARTIES PERFORMING ANY PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY IN THIS FINAL PLAT, AND FOR ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES, A NON-EXCLUSIVE ACCESS EASEMENT ON, OVER, ACROSS AND THROUGH TRACT A AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES OF PROVIDING RIGHTS OF INGRESS AND EGRESS FOR ALL VEHICLES AND PERSONS PROVIDING: EMERGENCY SERVICES, GOVERNMENTAL SERVICES, INCLUDING REFUSE COLLECTION, AND/OR PERMITTED WORK WITHIN EASEMENTS GRANTED TO THE CITY OF GOODYEAR LOCATED WITHIN THIS FINAL PLAT. THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREON RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT A.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY, ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITTEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER AND UNDER THOSE AREAS IN TRACTS A, B AND C AND IN LOTS DESIGNATED AS "PUE DEDICATED HEREON" AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF: ENTERING UPON, CONSTRUCTING, INSTALLING, OPERATING, INSPECTING, MAINTAINING, REPLACING AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON, OVER, ACROSS, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY"), FOR USE BY THE CITY AND ITS PERMITTEES, WATER AND ACCESS EASEMENTS UPON, OVER, ACROSS, ABOVE, AND UNDER ALL AREAS IN TRACTS A, B, AND C, AND IN ALL LOTS DESIGNATED AS "WLE" AS SHOWN ON THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "WATER AND ACCESS EASEMENT AREAS"). THE WATER AND ACCESS EASEMENTS DEDICATED HEREON ARE FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WATER LINES, WATER METERS, FIRE HYDRANTS AND APPURTENANCES THERETO THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNEES (THE "WATER FACILITIES") AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER THE WATER AND ACCESS EASEMENT AREAS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER FACILITIES SHALL BE CONSTRUCTED WITHIN THE WATER EASEMENT AREAS EXCEPT UPON THE WRITTEN CONSENT OF THE CITY. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN THE WATER AND ACCESS EASEMENT AREAS AND THE WATER AND ACCESS EASEMENT AREAS SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER FACILITIES ARE NOT BEING LOCATED WITHIN STREET RIGHT-OF-WAY, OWNER AGREES TO INSTALL, MAINTAIN, REPAIR, AND REPLACE, PURSUANT TO PLANS APPROVED BY THE CITY ENGINEER OR HIS/HER DESIGNEE, IMPROVEMENTS UPON, OVER AND ACROSS THE WATER AND ACCESS EASEMENT AREAS AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WATER FACILITIES (THE "ACCESS FACILITIES"), AND OWNER SHALL MAINTAIN, INSPECT, REPAIR, AND/OR REPLACE THE ACCESS FACILITIES AS NEEDED TO ENSURE THE ACCESS FACILITIES ARE CONSISTENT WITH THE APPROVED PLANS. IF OWNER FAILS TO MAINTAIN THE ACCESS FACILITIES AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE WATER AND ACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE WATER AND ACCESS EASEMENT AREAS.

HOA RATIFICATION AND CONSENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

KNOW ALL MEN BY THESE PRESENTS: BY THIS RATIFICATION AND CONSENT, THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT COMPANY, ACKNOWLEDGES AND CONSENTS TO THE OWNERSHIP OF TRACTS A, B AND C AND THE MAINTENANCE RESPONSIBILITIES AND OTHER RESPONSIBILITIES REFERRED TO HEREIN.

N WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS _____ DAY OF _____, 2024.

THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT COMPANY

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } SS

SIGNATURES OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED TO DO SO.

BY: THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION

BY: _____ DATE: _____
ITS: _____

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

NOTARY PUBLIC

EXPIRES

DEDICATION (cont.)

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER"), HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "VNAE" AND INCLUDED IN THE PREMISES DESCRIBED HEREIN (THE "VEHICLE NON-ACCESS EASEMENT AREAS") FOR THE PURPOSE OF PROHIBITING ALL USE OF MOTOR VEHICLES UPON, OVER AND ACROSS THE VEHICLE NON-ACCESS EASEMENT AREAS. THE VEHICLE NONACCESS EASEMENTS DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY ("OWNER") HEREBY DECLARES ALL TRACTS WITHIN THE SUBDIVISION AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE OWNERS WITHIN THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, AND SUBJECT TO THE COVENANTS, RESERVATIONS, AND EASEMENTS DEDICATED HEREON, CONVEYS TO THE THRIVE AT GOODYEAR HOA, AN ARIZONA NON-PROFIT ORGANIZATION, TRACTS A, BAND C INCLUSIVE AS SHOWN ON THIS PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

GOODYEAR 49, LLC, A NEVADA LIMITED LIABILITY COMPANY WARRANTS AND COVENANTS TO THE CITY OF GOODYEAR, THAT IT IS LAWFULLY SEIZED AND POSSESSED OF THE PROPERTY DESCRIBED HEREIN; THAT IT HAS A GOOD AND LAWFUL RIGHT TO MAKE THE CONVEYANCES DESCRIBED HEREIN; AND THAT THE CITY OF GOODYEAR SHALL HAVE TITLE AND QUIET POSSESSION AGAINST THE CLAIMS OF ALL PERSONS WITH RESPECT TO THE PROPERTY INTERESTS BEING CONVEYED HEREIN.

THE PERSON EXECUTING THIS DOCUMENT ON BEHALF OF GOODYEAR 49, LLC, A NEVADA LIMITED LIABILITY COMPANY WARRANTS HIS OR HER AUTHORITY TO DO SO AND THAT ALL PERSONS NECESSARY TO BIND GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY HAVE JOINED IN THIS DOCUMENT. THIS DOCUMENT RUNS WITH THE LAND IN FAVOR OF THE CITY OF GOODYEAR'S SUCCESSORS AND ASSIGNS.

GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY

BY: BROMET HOLDINGS, LLC, A NEVADA LIMITED LIABILITY COMPANY
ITS MANAGER

BY: VISION MANAGER, LLC, A NEVADA LIMITED LIABILITY COMPANY
MANAGER OF BROMET HOLDINGS LLC

BY: _____
BROCK METZKA
MANAGER OF VISION MANAGER LLC

ACKNOWLEDGEMENT

STATE OF NEVADA }
COUNTY OF CLARK } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED BROCK METZKA, MANAGER OF VISION MANAGER LLC, THE MANAGER OF BROMET HOLDINGS LLC, THE MANAGER OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY WHOSE IDENTIFY WAS PROVED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THIS FINAL PLAT OF THRIVE AT AVISION GOODYEAR AND WHO, ON OATH ACKNOWLEDGED THE FINAL PLAT OF THRIVE AT AVISION GOODYEAR TO BE THE FREE AND VOLUNTARY ACT AND DEED OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT HE IS AUTHORIZED TO EXECUTE THIS FINAL PLAT OF THRIVE AVISION GOODYEAR, AND IN FACT EXECUTED THE FINAL PLAT OF THRIVE AVISION GOODYEAR ON BEHALF OF GOODYEAR 49 LLC, A NEVADA LIMITED LIABILITY COMPANY.

BY _____ RESIDING AT _____

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA

MY COMMISSION EXPIRES: _____

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
MAYOR: JOE PIZZILLO

ATTEST: _____
CITY CLERK: DARCI MCCrackEN

FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS _____ DAY OF _____, 2024.

BY: _____
CITY ENGINEER: SUMEET MOHAN

LENDER'S CONSENT AND SUBORDINATION

IGNITE FUNDING, LLC, A DELAWARE A LIMITED LIABILITY COMPANY IS THE BENEFICIARY ON BEHALF OF ITSELF AND OTHER PERSONS AND ENTITIES WITH BENEFICIAL INTERESTS UNDER A CERTAIN DEED OF TRUST DATED MAY 4, 2022, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2022-0225564 AS AMENDED BY ASSIGNMENT OF BENEFICIAL INTERESTS ENCUMBERING THE PROPERTY SUBJECT TO THIS FINAL PLAT (THE "DEED OF TRUST"), HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS FINAL PLAT. THE UNDERSIGNED, ON BEHALF OF ITSELF AND ALL PERSONS AND ENTITIES WITH BENEFICIAL INTERESTS UNDER THE DEED OF TRUST, HEREBY SUBORDINATES THE DEED OF TRUST AND THE LOAN SECURED THEREBY TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT AND AGREES THAT ANY ACQUISITION, TRANSFER, OR SALE OF ALL OR PART OF THE PROPERTY SUBJECT TO THE DEED OF TRUST AND ASSIGNMENT OF RENTS WHETHER BY FORECLOSURE, DEED-IN-LIEU OR OTHER MEANS, SHALL BE BOUND TO THE EASEMENTS DEDICATED TO THE CITY OF GOODYEAR AS SHOWN ON THIS FINAL PLAT. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE AND SUBORDINATION APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE LIEN OF THE DEED OF TRUST UPON THE REMAINDER OF THE PROPERTY. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT AND SUBORDINATION ON BEHALF OF ITSELF AND ALL BENEFICIARIES UNDER THE DEED OF TRUST.

IGNITE HOLDING, LLC A DELAWARE LIMITED LIABILITY COMPANY

BY: _____
PATRICK VASSAR, IGNITE FUNDING ATTORNEY-IN-FACT
FOR IGNITE FUNDING, LLC, A DELAWARE LIMITED LIABILITY COMPANY

ACKNOWLEDGEMENT

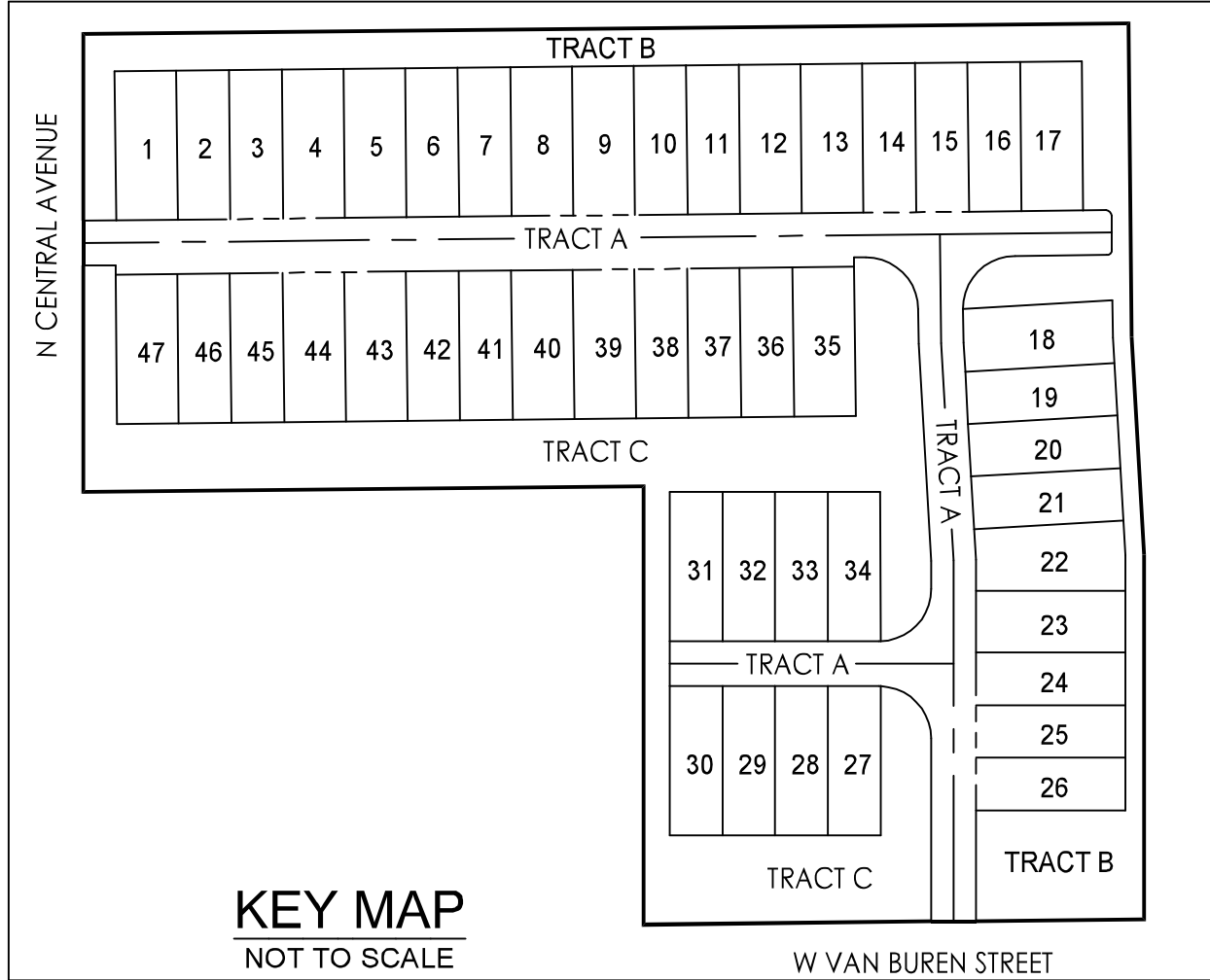
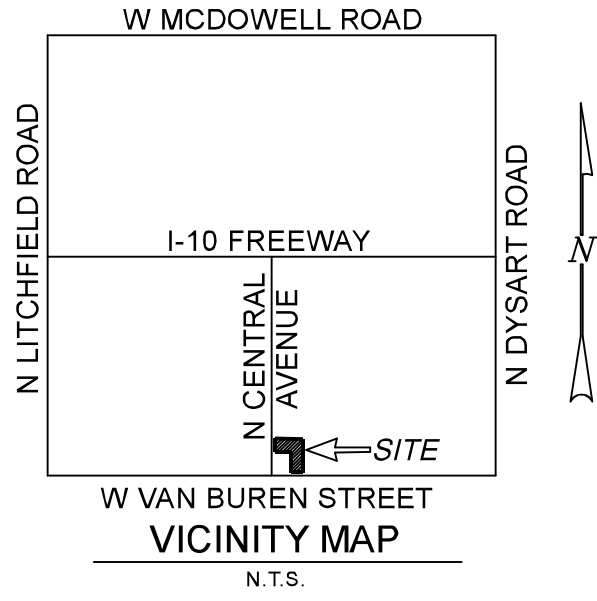
STATE OF NEVADA }
COUNTY OF CLARK } SS

ON THIS _____ DAY OF _____, 2024, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED PATRICK VASSAR, ATTORNEY -IN-FACT FOR IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY WHOSE IDENTIFY WAS PROVED TO BE ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED IN THIS FINAL PLAT OF THRIVE AT AVISION GOODYEAR AND WHO, ON OATH ACKNOWLEDGED THE FINAL PLAT OF THRIVE AVISION GOODYEAR TO BE THE FREE AND VOLUNTARY ACT AND DEED OF IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY, BY AUTHORITY OF STATUTE, ITS ARTICLES OF ORGANIZATION OR ITS OPERATING AGREEMENT, FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT SHE IS AUTHORIZED TO EXECUTE THIS FINAL PLAT OF THRIVE AVISION GOODYEAR, AND IN FACT EXECUTED THE FINAL PLAT OF THRIVE AVISION GOODYEAR ON BEHALF OF IGNITE FUNDING LLC, A DELAWARE LIMITED LIABILITY COMPANY.

BY _____ RESIDING AT _____

NOTARY PUBLIC IN AND FOR THE STATE OF NEVADA

MY COMMISSION EXPIRES: _____



OWNER/DEVELOPER:

GOODYEAR 49 LLC
8475 EASTERN AVENUE STE 105
LAS VEGAS NV USA 89123

EDWARD HOMES
CONTACT: BROCK METZKA
PH: 702-665-6989
EMAIL: BMETZKA@YAHOO.COM

UTILITY PROVIDERS:

UTILITY PROVIDERS			
UTILITY	UTILITY COMPANY	COMPANY REPRESENTATIVE	TELEPHONE NUMBER
ELECTRIC	APS		
TELEPHONE	CENTURY LINK	MICHAEL CARDWELL	602-630-3369
NATURAL GAS	S.W. GAS	ELTON LAMCE	602-484-5649
CABLE TV	COX	DIANA CARPENTER	623-328-4054
WATER	CITY OF GOODYEAR		623-932-3910
SEWER	CITY OF GOODYEAR		623-932-3910

BASIS OF BEARING

THE BASIS OF BEARING IS THE MONUMENT LINE OF CENTRAL AVENUE, ALSO BEING THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3, USING A BEARING OF NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST PER THE MINOR LAND DIVISION OF CENTRAL SQUARE, BOOK 1192 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY, ARIZONA.

AREA:

NET AREA: 200,631 SQUARE FEET OR 4.61 ACRES

FLOOD ZONE:

ACCORDING TO THE FLOOD INSURANCE RATE MAP #004013C2155M, DATED SEPTEMBER 18, 2020, THIS PROPERTY IS LOCATED IN FLOOD ZONE "X".

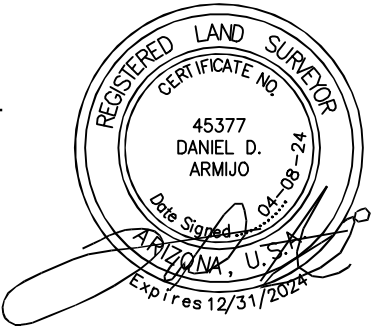
ZONING:

ZONE: CITY OF GOODYEAR R1-A

CERTIFICATION

I, DANIEL D. ARMIJO, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2022; THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN; THAT ALL MONUMENTS ACTUALLY EXIST AS SHOWN; THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DANIEL D. ARMIJO, RLS 45377
AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, ARIZONA 85244
PH: 480-244-7630
DARMUJO@AWLANDSURVEY.COM



THRIVE AT AVISION GOODYEAR

FINAL PLAT

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMUJO@AWLANDSURVEY.COM

ORIGINAL PLAN DATE 09-28-2022
LATEST REVISION DATE 04-09-2024
JOB NUMBER 22-131
SHEET NUMBER 1 OF 4

NOTES

- A. WATER SERVICE
THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO ARS 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR CAGRD PARTICIPATION.
- B. NO STRUCTURES OF ANY KIND SHALL BE CONSTRUCTED OR PLACED WITHIN OR OVER THE UTILITY EASEMENTS EXCEPT: UTILITIES, ASPHALT PAVING, GRASS, AND WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING. THE CITY OF GOODYEAR SHALL NOT BE REQUIRED TO REPLACE OR PROVIDE REIMBURSEMENT FOR THE COST OF REPLACING ANY OBSTRUCTIONS, PAVING OR PLANTING THAT IS REMOVED DURING THE COURSE OF MAINTAINING, CONSTRUCTING OR RECONSTRUCTING UTILITY FACILITIES.
- C. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION SHALL BE PLANTED NOR WILL BE ALLOWED TO GROW WITHIN, ON OR OVER ANY DRAINAGE EASEMENT WHICH WOULD OBSTRUCT OR DIVERT THE FLOW OF STORM WATER. THE CITY MAY, IF IT SO DESIRES, CONSTRUCT OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND OF THE DRAINAGE EASEMENT.
- D. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL MPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
4. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
5. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- E. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
1. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
2. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
3. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
4. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND AN APPROXIMATE HEIGHT OF 3-INCHES, MOWING SHALL BEGIN IMMEDIATELY TO A 2-INCH HEIGHT AND SHALL BE MOWED THEREAFTER AND REDUCED IN SAFE INCREMENTS TO A HEIGHT OF 2-INCHES.
5. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL TURF AREA SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
6. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.
- F. STRUCTURES WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO A HEIGHT OF THREE (3) FEET; LANDSCAPING WITHIN VISIBILITY EASEMENTS WILL BE LIMITED TO GROUND COVER, FLOWERS AND GRANITE LESS THAN TWO (2) FEET (MATURE) IN HEIGHT AND/OR TREES WITH BRANCHES NOT LESS THAN SEVEN (7) FEET ABOVE THE GROUND. TREES SHALL NOT BE PLACED LESS THAN EIGHT (8) FEET APART.
- G. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.
- H. THIS PARCEL IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT AND LUKE AIR FORCE BASE.
- I. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON INTERSTATE 10 AND THE PROPOSED LOOP 303.
- J. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST AND ODORS ASSOCIATED WITH SUCH A USE.
- K. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND (EXCEPTIONS ARE ALL OVERHEAD ELECTRIC LINES OF 69KV OR GREATER).
- L. ALL LOT CORNERS SHALL BE MONUMENTED WITH ½" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.
- M. THE CITY OF GOODYEAR IS NOT RESPONSIBLE FOR AND WILL NOT ACCEPT MAINTENANCE OF ANY PRIVATE UTILITIES, PRIVATE STREETS, PRIVATE FACILITIES, OR LANDSCAPED AREAS WITHIN THIS DEVELOPMENT.
- N. THE STREETS IN TRACT A ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION (POA) OR HOMEOWNERS ASSOCIATION (HOA). AFTER THIS PLAT IS RECORDED, THE CITY OF GOODYEAR WILL NOT ACCEPT DEDICATION OF THE STREET MAINTENANCE RESPONSIBILITIES UNLESS ALL STREET IMPROVEMENTS AND RIGHTS-OF-WAY MEET CURRENT APPLICABLE CITY STANDARDS. (DEVELOPMENTS WITH PRIVATE STREETS)
- O. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE POA OR HOA.
- P. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHTOF-WAY, PRIVATE STREET TRACT, AND/OR PUBLIC UTILITY EASEMENT (PUE).

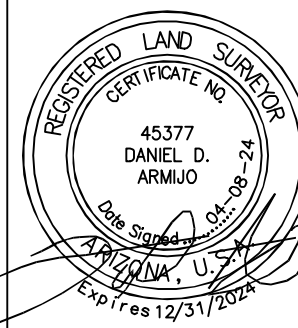
LEGAL DESCRIPTION

PARCEL 3, OF MINOR LAND DIVISION OF PARCELS 1, 2 & 3 OF CENTRAL SQUARE RECORDED IN BOOK 1192 OF MAPS, PAGE 29, RECORDS OF MARICOPA COUNTY RECORDER, MARICOPA COUNTY, ARIZONA, ALSO DESCRIBED AS FOLLOWS:

A PORTION OF THE SOUTHEAST QUARTER OF SECTION 3, 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 SOUTH QUARTER CORNER OF SAID SECTION 3, A CITY OF GOODYEAR BRASS CAP IN HANDHOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 3, A CITY OF AVONDALE BRASS CAP IN HANDHOLE, BEARS NORTH 89°22'38" EAST, A DISTANCE OF 2607.06 FEET;
THENCE NORTH 00°00'00" EAST ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 290.00 FEET;
THENCE NORTH 89°23'02" EAST, A DISTANCE OF 30.00 FEET TO THE TRUE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;
THENCE NORTH 00°00'00" EAST PARALLEL TO AND 30.00 FEET EAST OF SAID WEST LINE, A DISTANCE OF 245.41 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 89°24'59" EAST, A DISTANCE OF 559.68 FEET;
THENCE SOUTH 00°34'49" EAST, A DISTANCE OF 167.97 FEET;
THENCE SOUTH 03°16'26" EAST, A DISTANCE OF 117.01 FEET;
THENCE SOUTH 00°00'11" EAST, A DISTANCE OF 195.14 FEET, TO A LINE 55.00 FEET NORTH OF AND PARALLEL TO THE SOUTH LINE OF SAID SOUTHEAST QUARTER;
THENCE ALONG SAID PARALLEL LINE, SOUTH 89°22'38" WEST, A DISTANCE OF 268.10 FEET;
THENCE LEAVING SAID PARALLEL LINE, NORTH 00°00'31" EAST, A DISTANCE OF 234.95 FEET;
THENCE SOUTH 89°23'02" WEST, A DISTANCE OF 300.01 FEET TO THE TRUE POINT OF BEGINNING.

THRIVE AT AVISION GOODYEAR

FINAL PLAT



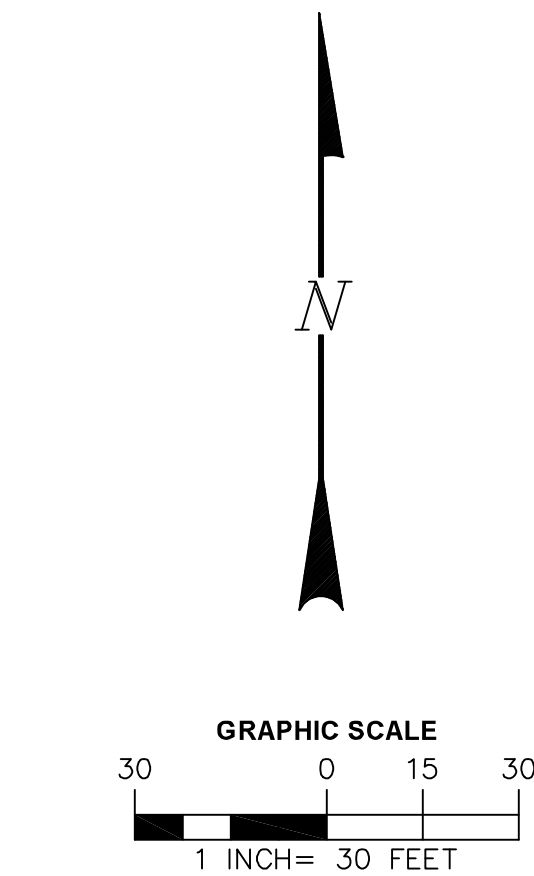
ORIGINAL PLAN DATE
09-28-2022

LATEST REVISION DATE
04-09-2024

JOB NUMBER
22-131

SHEET NUMBER
2 OF 4

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 EMAIL: DARMILIO@AWLANDSURVEY.COM



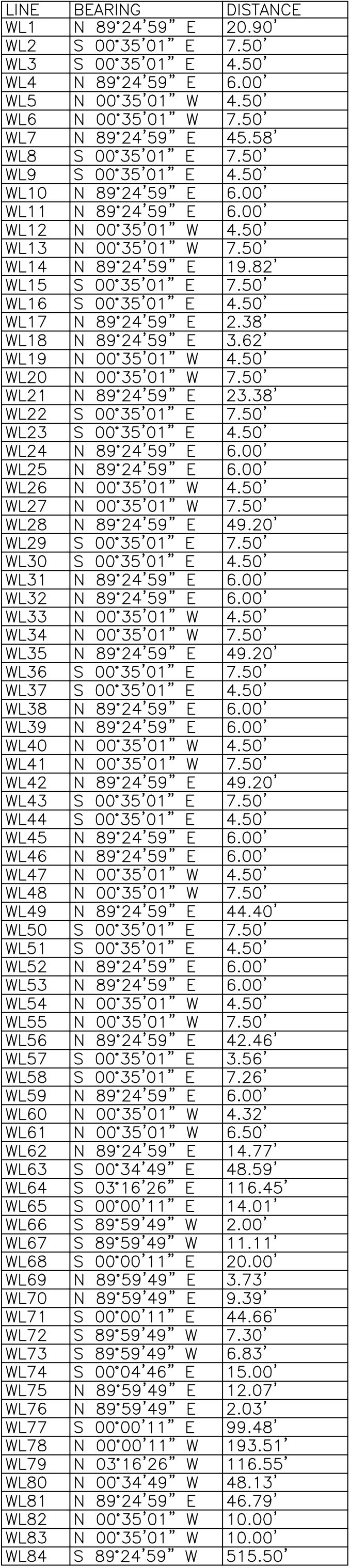
TRACT USE AND AREA TABLE				
TRACT	PRIMARY USE	SQ. FT.	ACRES	OWNERSHIP / MAINTAINED BY:
A	PRIVATE STREETS / DRAINAGE / PUBLIC & PRIVATE UTILITIES / WATER EASEMENT	27,971	0.64	HOA
B	LANDSCAPE / DRAINAGE / PUE / PRIVATE UTILITIES / EX. ELECTRIC EASEMENT	25,032	0.57	HOA
C	LANDSCAPE / DRAINAGE / PUE / PRIVATE UTILITIES / RETENTION / EX. TELECOM EASEMENT	35,030	0.80	HOA

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	28.00'	43.98'	90°00'00"	S 45°00'11" E	39.60'
C2	28.00'	0.85'	1°43'45"	N 89°08'18" W	0.85'
C3	28.00'	43.14'	88°16'15"	S 44°08'18" E	39.00'
C4	28.00'	43.98'	90°00'00"	N 44°59'49" E	39.60'
C5	28.00'	0.85'	1°43'45"	N 89°07'57" E	0.85'
C6	28.00'	43.14'	88°16'15"	S 44°07'57" W	39.00'
C7	28.00'	43.98'	90°00'11"	S 45°34'55" E	39.60'
C8	28.00'	43.98'	89°59'49"	N 44°25'05" E	39.60'
C9	3.00'	4.71'	89°59'49"	S 44°25'05" W	4.24'
C10	3.00'	4.71'	90°00'11"	S 45°34'55" E	4.24'

LINE	BEARING	DISTANCE
L1	N 00°34'49" W	18.64'
L2	N 00°34'49" W	18.08'
L3	N 00°34'49" W	19.96'
L4	S 89°24'59" W	6.23'
L5	S 00°35'01" E	5.50'
L6	N 89°24'59" E	49.00'
L7	S 00°34'49" E	18.00'
L8	S 00°34'49" E	9.00'
L9	S 00°34'49" E	9.00'
L10	S 00°35'01" E	5.50'
L11	N 89°24'59" E	17.31'

LEGEND

MCR	MARICOPA COUNTY RECORDS
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
WLE	WATERLINE EASEMENT
COA	CITY OF AVONDALE
COG	CITY OF GOODYEAR
ESMT.	EASEMENT
DOC.	DOCUMENT
NO.	NUMBER
△	PROPERTY CORNER FOUND MONUMENT AS NOTED
○	FOUND MONUMENT AS NOTED
□	FOUND MONUMENT AS NOTED
—	PROPERTY LINE
—	ADJOINER LINE
---	EASEMENT LINE AS NOTED



LEGEND

MCR	MARICOPA COUNTY RECORDS
APN	ASSESSOR PARCEL NUMBER
R/W	RIGHT-OF-WAY
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
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△	PROPERTY CORNER
	FOUND MONUMENT AS NOTED
○	FOUND MONUMENT AS NOTED
□	FOUND MONUMENT AS NOTED
—————	PROPERTY LINE
—————	ADJOINER LINE
- - - - -	EASEMENT LINE AS NOTED

ITEM #: 10.
DATE: 04/29/2024
AI #:2008



CITY COUNCIL ACTION REPORT

SUBJECT: DESIGNATE AN AUTHORIZED REPRESENTATIVE FOR THE CITY OF GOODYEAR TO ACCEPT FEDERAL AND/OR STATE FUNDING

STAFF PRESENTER(S): Jared Askelson, Finance Director

SUMMARY

The State of Arizona requires the city of Goodyear adopt a resolution, which designates an Authorized Representative who has the authority to accept federal and/or state funding in the event Goodyear seeks qualified reimbursements related to expenditures under a State of Emergency.

STRATEGIC PLAN ALIGNMENT



Fiscal Resource
Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2402 APPROVING THE DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM TO BE SUBMITTED TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES FINANCE DIRECTOR JARED ASKELSON, AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE APPLICANT'S AUTHORIZED REPRESENTATIVE TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF THE CITY OF GOODYEAR. (Jared Askelson, Finance Director)

FISCAL IMPACT

There is no fiscal impact related to the passing of this resolution.

BACKGROUND AND PREVIOUS ACTIONS

Arizona Revised Statutes § 35-192(D)(1-6) provides for the ability of political subdivisions to be reimbursed for expenses incurred when responding to a State of Emergency that has been declared by the Governor. To facilitate this process, the Department of Emergency Management (DEMA) implemented administrative rules that require political subdivisions to approve a authorized representative to request funds, time extensions, and attend to other recovery matters related to a specific emergency proclamation on behalf of the political subdivision. The previous Finance Director was designated as the city's applicant agent in April 2020.

STAFF ANALYSIS

This action would change the city's authorized representative to the current Finance Director, Jared Askelson.

Attachments

Resolution

Arizona Department of Emergency and Military Affairs Designation of Applicant's Authorized Representative Form

RESOLUTION NO. 2024-2402

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM TO BE SUBMITTED TO THE ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS, WHICH DESIGNATES FINANCE DIRECTOR JARED ASKELSON, AS THE CITY'S AUTHORIZED REPRESENTATIVE FOR APPLYING FOR CERTAIN PUBLIC ASSISTANCE; AND AUTHORIZING THE APPLICANT'S AUTHORIZED REPRESENTATIVE TO EXECUTE AND DELIVER SAID APPLICATION ON BEHALF OF THE CITY OF GOODYEAR

WHEREAS, the city of Goodyear wishes to be able to apply to the State of Arizona for emergency assistance for response and recovery of reimbursable expenses incurred due to a State of Emergency that has been declared by the city of Goodyear, and/or the Governor of Arizona, and/or the Federal Government; and

WHEREAS, to obtain such reimbursements, the Arizona Department of Emergency Management requires the appointment of an Authorized Representative who is authorized to request funds, time extension, and attend to other financial matters related to an emergency proclamation; and

WHEREAS, this resolution replaces former "Applicant Agent" with new Finance Director.

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

SECTION 1. The Designation of the Authorized Representative for the Arizona Department of Emergency and Military Affairs/Emergency Management, which designates Jared Askelson, the FINANCE DIRECTOR of the City of GOODYEAR, as Authorized Representative to execute applications on behalf of the City of GOODYEAR for the purpose of obtaining financial assistance under the Public Assistance program and/or other Disaster Relief Act grant programs.

SECTION 2. Jared Askelson, the FINANCE DIRECTOR, is hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

SECTION 3. This resolution hereby repeals Resolution No. 2020-2049, which designated former City of Goodyear Finance Director, Doug Sandstrom, as the City's "Applicant Agent".

SECTION 4. Resolution 2024-2402 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

ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DESIGNATION OF APPLICANT'S AUTHORIZED REPRESENTATIVE FORM

The intent of this **DESIGNATION** is to appoint an **APPLICANT'S AUTHORIZED REPRESENTATIVE** for the following:

Select program(s) ☐ Public Assistance ☐ HMA Mitigation Program ☐ SEC Mitigation

Select duration ☐ Until further notice ☐ Only Event _____ ☐ From _____ to _____

Applicant: _____

CERTIFICATION

I, _____, duly appointed and _____ of
(Authorizing Official's Name) (Title)

_____, do hereby certify that the information below is true and correct,
(Applicant)

based on a resolution passed and approved (**attached**) by the _____
(Governing Body)

of _____ on the _____ day of _____,
(Applicant) (day) (month) (year)

_____ has been designated as the Applicant's Authorized Representative
(Name of Designated Applicant's Authorized Representative)

to act on behalf of _____.
(Applicant)

(Authorizing Official's Signature) (Title) (Date)

***This document MUST be accompanied by a copy of the Resolution or Meeting Minutes by
your governing board which designated the Applicant's Authorized Representative.***

Designated Applicant's Authorized Representative

Name _____

Title/Official Position _____

Full Mailing Address _____

Email Address _____

Daytime Telephone Number _____ Cell _____
(Please include area code and extension if not a direct number)

For DEMA Use Only

Received By: _____
(Initials & Date)

November 2023

Form #AZ PA 204-4

ITEM #: 11.
DATE: 04/29/2024
AI #:1965



CITY COUNCIL ACTION REPORT

**SUBJECT: AMENDMENT TO ZONING ORDINANCE REGULATIONS
RELATED TO R1-A (SINGLE-FAMILY ATTACHED)**

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

SUMMARY

This is a staff-initiated request to amend Articles 3 and 6 of the Zoning Ordinance to create Reduced R1-A development standards.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Economic
Vitality



Sense of
Community

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1607, AMENDING ARTICLE 2-2 (DEFINITIONS) TO ADD THE DEFINITION OF "ALLEY-LOADED"; AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 3-2 (RESIDENTIAL DISTRICTS) BY REVISING TABLE 3-2-3-A (DEVELOPMENT STANDARDS – SINGLE FAMILY DISTRICTS) AND FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS, MODIFYING 3-3-3-D (DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS (R1-6, R1-4, R1-A, R1-C)) AND MODIFYING TABLE 3-2-3-E (LOT SIZE AND MINIMUM NUMBER OF REQUIRED DESIGN ELEMENTS FOR REDUCED LOT WIDTH AND SIDE YARD SETBACK REDUCTION REQUESTS), CREATING FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS AND CLARIFYING MINIMUM LOT AREA; AND AMENDING ARTICLE 6-2 (GENERAL PARKING REGULATIONS) BY CLARIFYING DRIVEWAY LENGTHS WITHIN 6-2-2 (RESIDENTIAL VEHICULAR ACCESS); PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Christian M. Williams, AICP, Planning Manager)

FISCAL IMPACT

There is no direct budget impact associated with the approval of this Zoning Ordinance text amendment.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city. The current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time. The purpose of this text amendment is to streamline processes and save time for the development community, proactively enhancing efficiency; this entails evaluating the R1-A development standards and providing additional flexibility to the customer to reduce lot widths if certain Amenities, Connectivity and Streetscape Elements are provided.

STAFF ANALYSIS

Current Policy:

The following policies contained within the city of Goodyear Zoning Ordinance are applicable and relevant to this requested text amendment:

- R1-A (Single-Family Attached) Residential has a 35-foot minimum lot width requirement.
- R1-A (Single-Family Attached) Residential has a 2,800 minimum lot area (square foot) requirement.
- R1-A (Single-Family Attached) Residential has a 75% maximum building lot coverage requirement.
- R1-A (Single-Family Attached) Residential does not have provisions for Reduced standards within Article 3-2 Table 3-2-3-E.

Details of the Request:

This request for text amendment is to create Reduced R1-A (Single-Family Attached) Residential development standards to facilitate the development of townhomes (missing middle housing). Several PAD Overlays have been requested over the city R1-A Zoning District which seek similar requirements to the ones now being proposed by this staff initiated Zoning Ordinance Text Amendment. To achieve this intent, the text amendment proposes the following revisions:

- R1-A (Single-Family Attached) Residential may reduce minimum lot width down to 20-foot.
- R1-A (Single-Family Attached) Residential may reduce in minimum lot area (square foot) down to 1,600 square feet.
- R1-A (Single-Family Attached) Residential will be allowed an 80% maximum building lot coverage requirement.
- R1-A (Single-Family Attached) Residential will have provisions for Reduced standards within Article 3-2 Table 3-2-3-E as well as alley loaded development, layout and parking requirements, illustrated below:

Table 3-2-3-E: Lot Size and Minimum Number of Required Design Elements for Reduced Lot Width and Side Yard Setback Reduction Requests						
Zoning Designation	Minimum Lot Width (ft)	Minimum Lot Area (sq)	Total Both Sides Setback	Amenity Elements	Connectivity Elements	Streetscape Elements
R1-6	55	<u>5,500</u>	15	0	0	0
REDUCED R1-6	50	<u>5,000</u>	10	1	2	2
R1-4	45	<u>4,500</u>	15	1	2	3
REDUCED R1-4	40	<u>4,000</u>	10	2	4	4
R1-A	35	<u>2,800</u>	N/A	1	2	1
REDUCED R1-A	<u>20</u>	<u>1,600</u>	<u>N/A</u>	<u>2 (1)</u>	<u>2</u>	<u>2 (2)</u>
R1-C	40	<u>3,200</u>	N/A	1	2	1

1 Two (2) Amenity Elements shall be required for all lots.

- For developments with more than 50 alley-loaded units planned, which have minimum widths less than 30 feet, one of the Amenity Elements listed in 3-2-3-D.d.i.3.a or 3-2-3-D.d.i.3.b shall be developed.

2 Three (3) Streetscape Elements shall be required for Lots between 20-30 feet.

- All residential lots developed with a width between 20-30 feet and all alley-loaded lots shall provide an Alley-Loaded Streetscape Element and be developed with residential units that have alley loaded garages, and the alleys shall include either carriage lights on either side of the garage door or private HOA maintained lights/bollards to provide security lighting to the alley. Where a rear facing garage is provided with access via a private alley tract, the rear setback shall be reduced to 0 feet, provided fire separation requirements can be met. All driveways, which provide access from the internal alley or streets to a private unit garage, shall be no less than 5 feet in length but no greater than 20 feet in length.
- For residential lots developed using the Reduced development standards set forth in Table 3-2-3-E above, the following Streetscape Elements shall be provided within the Residential portion of the Property:
 - An alley shall be defined as a motor court or tract that serves direct access to a series of garages on the rear side of residential lots.
 - The entry drive to into an alley, measured at 200 feet or less from the edge corner of the street, that intersects with an alley at a T-intersection or continues as an L shaped alley AND serves as an access point to an alley from the street, is not a separate alley.
 - Alleys serving multiple rear garages shall not exceed 450' unless either (1) the fronts of lots being served by the alley are fronting along a public street (or private street built to public street standards) OR (2) lots adjacent to the alley's entrance provide street frontage to a public street (or private street built to public street

- standards) that intersects the alley. Any portion of the alley adjacent to common area open space tracts shall not count towards the maximum 450' alley length.
- There shall be a total parking ratio of no less than 2.5, including 0.5 guest parking spaces, per platted residential lot subject to the following:
 - Guest parking spaces may be provided by on-street parking or in a guest parking space located on private lot driveways, in HOA owned and maintained alleys or parking lots so long as guest spaces are located no more than 225 feet away from any individually platted lot.
 - The following applies if guest parking is to be provided within HOA owned and maintained alleys or parking lots:
 - A Parking Plan addressing parking management shall be submitted to the city for approval with the Preliminary Plat in which parking is to be provided. All parking shall adhere to the approved Parking Plan. CC&Rs recorded against the Residential Property shall incorporate the approved Parking Plan and shall include provisions to enforce the Parking Plan; and
 - Guest parking spaces shall be labeled or numbered. The failure to comply with an approved Parking Plan shall constitute a zoning violation; and
 - Guest parking spaces shall be reserved for the use of a 3rd vehicle owned by the residents of an individual residential unit in the development or by the use of guests visiting the development; and
 - All vehicles that park in a guest parking space shall have a pass that indicates to a management company which unit the vehicle belongs or which unit the vehicle is a guest of; and
 - Guest spaces shall not be used by the 1st or 2nd vehicle owned by residents of a residential unit. If a resident uses a guest space for vehicles owned by the resident, the resident shall obtain a pass as provided above.

Housing Impact Statement:

The probable impact on the average cost to construct housing within this Zoning District will be a reduction in cost. The reduced standards will allow for narrower lots which will allow for additional units to be constructed and reduce the overall cost of construction within a development. The standards for these reduced lots are in-line with the existing standards within our Zoning Ordinance. Additionally, the ZOTA allows a new product to be constructed that does not exist today on a by-right basis within the R1-A Zoning District, thus a less costly or less restrictive alternative does not exist.

Evaluation Criteria:

As previously noted, Section 1-3-1 (Amendments) of the Zoning Ordinance provides evaluation criteria for text amendments. The criteria and accompanying staff analysis are provided below:

A. Documentation indicating inconsistencies in terms of the Ordinance or problems and/or conflicts in implementation of specific sections of the Ordinance that will be resolved by the amendment;

The amendment is intended to streamline the development process. If approved, several months (approximately 4-6 months) of processing time will be removed from the development process which will result in a time and financial savings to the customer and accelerate the time it takes to construct townhouse (missing-middle) developments.

B. Whether amendment is needed to respond to changes in the law, statutory or

case law;

This text amendment is not being driven by a change in law, statutory or case law; rather this staff-initiated amendment is a proactive response to streamlining the development process.

C. Whether amendment is needed to address zoning and/or development issues or to improve processes for addressing such issues;

The development community has expressed a desire to bring additional platted townhome developments (missing-middle) to Goodyear. Our existing R1-A (single-family attached) standards does not provide some of the flexibility the development community is seeking. As a result, PAD Overlays have been the preferred method to seek that flexibility. This text amendment will codify the standards associated with providing flexibility to the development community, if they elect to utilize reduced lot size standards.

D. Whether amendment will to promote implementation of goals and objections of the City's General Plan;

The following 2025 General Plan Goals support the proposed Zoning Ordinance Text Amendment:

Objective GD-1-1. Establish a land use hierarchy and community form that maintains a broad variety of land uses and responds to the community's vision and needs.

Objective CC-1-1. Create and foster complete neighborhoods.

Objective CC-1-3. Foster the creation and maintenance of attractive, high quality neighborhoods.

Objective CC-2-1. Provide diverse and quality housing products.

Objective CC-2-3. Advance the concept that every person should have access to safe and affordable housing.

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

The text amendment should not have any adverse impacts on the general health, safety or welfare of citizens or the general public. The proposed text amendment promotes added housing diversity within Goodyear and encourages additional missing-middle units to be constructed in a more streamlined manner.

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

This Zoning Ordinance text amendment requires public hearings before the Planning & Zoning Commission and City Council. Notice for these public hearings included a full-size legal notice published in the Arizona Republic West Valley Edition on March 29, 2024.

Following the notice of public hearings, a letter of support was received by a member of the development community; the letter, attached to this staff report, was addressed to The Planning and Zoning Commission.

On April 17, 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 of the Ordinance.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on April 29, 2024, appeared in the Arizona Republic West Valley Edition March 29, 2024.

Attachments

Draft Ordinance 2024-1607

Letter of Support

Staff Presentation

ORDINANCE NO. 2024-1607

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING ARTICLE 2-2 (DEFINITIONS) TO ADD THE DEFINITION OF "ALLEY-LOADED"; AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 3-2 (RESIDENTIAL DISTRICTS) BY REVISING TABLE 3-2-3-A (DEVELOPMENT STANDARDS – SINGLE FAMILY DISTRICTS) AND FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS, MODIFYING 3-3-3-D (DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS (R1-6, R1-4, R1-A, R1-C)) AND MODIFYING TABLE 3-2-3-E (LOT SIZE AND MINIMUM NUMBER OF REQUIRED DESIGN ELEMENTS FOR REDUCED LOT WIDTH AND SIDE YARD SETBACK REDUCTION REQUESTS), CREATING FOOTNOTES TO ENABLE THE CREATION OF REDUCED R1-A DEVELOPMENT STANDARDS AND CLARIFYING MINIMUM LOT AREA; AND AMENDING ARTICLE 6-2 (GENERAL PARKING REGULATIONS) BY CLARIFYING DRIVEWAY LENGTHS WITHIN 6-2-2 (RESIDENTIAL VEHICULAR ACCESS); PROVIDING FOR CORRECTIONS, SEVERABILITY AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, have been presented with a proposed Goodyear Zoning Ordinance text amendment, creating new Reduced R1-A (Single-Family Attached) residential standards which will allow additional flexibility when developing new single-family attached (missing middle) townhouse product on properties within R1-A Zoning Districts; and,

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, have been presented with and have considered a Housing Impact Statement, which is on file in the Development Services department file pertaining to Case No. P24-00107; 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 April 17, 2024 appeared in the Arizona Republic West Valley Edition March 29, 2024; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on April 17, 2024, and at that meeting the Commission voted (6-0) to recommend approval of the proposed ordinance; 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 April 29, 2024 appeared in the Arizona Republic West Valley Edition March 29, 2024; and,

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens are best served by clarifying the definition of churches and by allowing churches in all zoning districts, subject to consistent review requirements and standards.

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

SECTION 1. City of Goodyear Zoning Ordinance Article 2 (Definitions) Article 22 (Definitions) is amended by adding the definition of “Alley-Loaded” as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

Alley-Loaded Residential. Permanent **buildings** within a single-family residential zoning district with garages on the rear side of platted lots that are accessed through a **Private Alley**.

Private Alley. A motor court, tract or drive-aisle that serves as primary and direct access to the garages of Alley-Loaded Residential.

SECTION 2. Section 3-2-3(A) of Section 3-2-3 (Development Standards for the Agricultural District and Singl Family District) of the Goodyear Zoning Ordinance is amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

A. Table 3-2-3-A prescribes development standards for each agricultural district and single family residential district. Additional development and design standards and regulations for agricultural districts and single family residential districts can be found elsewhere in the Zoning Ordinance.

Table 3-2-3-A: Development Standards – Single Family Districts									
Standard	AG	AU	R1-10	R1-7	R1-6	R1-4	R1-A	R1-C	R2
Lot Standards									
Minimum Lot Area (sq ft)	435,600	43,560	10,000	7,000	5,500	4,500	2,800	3,200	7,200
Minimum Lot Width (ft)	300	150	80	70	55	45	35	40	72
Minimum Lot Depth (ft)	N/A	N/A	125	100	100	100	80	80	100
Building Form and Location									
Maximum Height (ft)	30	30	30	30	30	30	30	30	30
Maximum Building Coverage	20%	20%	40%	45%	60%	60%	75% (3)	60%	40%
Minimum Setbacks (ft)									
Front ⁽¹⁾	20	20	10	10	10	10	10 (4)	5 (25)	20
Front facing garage	20	20	20	20	20	20	20	20	20
Side	20	15	10	5	5	5	0 (36)	0	5
Total both sides	40	30	20	15	15 (57)	15 (57)	0 (36)	10	15
Street Side (42)	100	30	20	15	10	10	10 (8)	10	20
Rear	100	50	30	25	20	20	15 (9)	15	20
Development Standards									
Open Space % (of net area)	0	0	10	12	15	15	15	15	12

¹Front setback shall be measured to patios, livable space, and side entry garages

24Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies

3Maximum Building Coverage 80% when utilizing Reduced R1-A Development Standards.

4If homes face toward a collector street, front porches may face out towards the street so long as a minimum distance of 10 feet is provided between the sidewalk and the porch and no vehicular access shall be allowed from/to the collector street to individual lots. Walls within the front setback shall be no greater than 4 feet in height and parallel walls shall be located no closer than 14 feet face to face. Patios shall be a minimum of 6 feet deep and a minimum of 66 square feet.

5Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet

6Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet

7Total of both sides setback may be reduced to 10 feet subject to the requirements as provided in Section 3-2-3-D

8If a porch/patio is located on the side of an attached townhome (facing the street), such patios/porches may encroach the street side setback up to 4 feet with a maximum wall height of 40 inches.

9Where a rear facing garage is provided with access via a private alley tract, the rear setback for the entire building shall be reduced to 0 feet, provided fire separation requirements can be met.

SECTION 3. Section 3-2-3(D) (DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS (R1-6, R1-4, R1-A, R1-C)) including Table 3-2-3(E) (Lot Size and Minimum Number of Required Design Elements for Reduced Lot Width and Side Yard Setback Reduction Requests) referred to therein of Section 3-2-3 (Development Standards for the Agricultural District and Singl Family District) of the Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

D. DESIGN REQUIREMENTS FOR RESIDENTIAL DISTRICTS (R1-6, R1-4, R1-A, R1-C).

a. In addition to the requirements listed in Section 3-2-3-C, each subdivision shall be designed with at least the number of Design Elements set forth Table 3-2-3-E.

b. The minimum lot width may be reduced, administratively, up to 5 feet in R1-6 and R1-4 if additional Design Elements are provided as set forth in Table 3-2-3-E.

c. The Total Both Sides setback may be reduced to 10 feet in the R1-6 and R1-4 districts if additional Design Elements are provided as set forth in Table 3-2-3-E. Both the lot width and setback may be reduced by providing the Design Elements set forth in the table.

d. The descriptions of the Design Elements for each category are listed below in paragraphs (i), (ii), and (iii), ~~(iv)~~.

For example, if an owner of property zoned R1-6 wants ~~to~~ develop 50 foot wide lots, the owner would need to comply with the requirements of Section 3-2-3-D and provide at least; 2~~1~~ Amenity Elements listed in paragraph (i) below, 3~~2~~ Connectivity Elements listed in paragraph (ii) below, and 2 Streetscape Element listed in paragraph (iii), ~~and 1 Additional Streetscape Element listed in paragraph (iv) below.~~

Table 3-2-3-E: Lot Size and Minimum Number of Required Design Elements for Reduced <u>Certain</u> Lot Width and Side Yard Setback Reduction Requests						
Zoning Designation	Minimum Lot Width (ft)	<u>Minimum Lot Area (sq)</u>	Total Both Sides Setback	Amenity Elements	Connectivity Elements	Streetscape Elements
R1-6	55	<u>5,500</u>	15	0	0	0
REDUCED R1-6	50	<u>5,000</u>	10	1	2	2
R1-4	45	<u>4,500</u>	15	1	2	3
REDUCED R1-4	40	<u>4,000</u>	10	2	4	4
R1-A	35	<u>2,800</u>	N/A	1	2	1
<u>REDUCED R1-A</u>	<u>20</u>	<u>1,600</u>	<u>N/A</u>	<u>2 (1)</u>	<u>2</u>	<u>2 (2)</u>
R1-C	40	<u>3,200</u>	N/A	1	2	1

1Two (2) Amenity Elements shall be required for all lots.

- For developments with more than 50 Alley-Loaded Residential units planned, which have minimum widths less than 30 feet, at least one of the two Amenity Elements shall be either the amenity described in 3-2-3-D.d.i.3.a or the amenity described in 3-2-3-D.d.i.3.b.

2Three (3) Streetscape Elements shall be required for Lots between 20-30 feet.

- All residential lots developed with a width between 20-30 feet shall be developed as Alley-Loaded Residential and one of the required streetscape elements shall be the Alley-Loaded

Residential Streetscape Element described below. Where a rear facing garage is provided with access via a private alley tract, the rear setback shall be reduced to 0 feet, provided fire separation requirements can be met.

i. *Amenity Elements.* The purpose of providing amenity elements is to create diverse places within a community that are accessible to the surrounding residents. Smaller lots require additional amenities because of the smaller private yards that are provided.

1. *Adjacent to Community Amenity.* The project is adjacent to an open space amenity (e.g., Bullard Wash, Gila River, hillside preserve) or community facility (e.g., community park, recreation center) and reasonable access has been provided to the amenity. A clubhouse, pool, or other significant community amenity within a master planned community can count toward this requirement without being directly adjacent if the neighborhood is served by the amenity.

2. *Additional Park Space.* The development includes privately maintained park space at least 30 percent greater in area than the minimum required useable open space.

3. *Additional Internal Park Amenities.* Meaningful and impactful additional amenities are provided within parks. For example, a horseshoe pit would not meet this threshold but pickle ball courts would; Simple outdoor grills would not meet this threshold but an outdoor fireplace with integrated grills would. Additional amenities are provided within the required park space:

(a) A pool, splash pad, or similar active recreational infrastructure.

(b) A clubhouse, community room, or similar passive recreational gather places.

(c) Restroom facilities.

(d) Active recreation fields above and beyond the minimum requirements including basketball courts, soccer fields, baseball fields, and similar facilities.

(e) Additional amenities that are not minimally required by the Parks, Recreation, Open Space, and Trails Master Plan as determined by the Zoning Administrator and that provide meaningful and impactful recreational opportunities for the community that as a general rule cannot be accommodated in a traditional 10,000 square foot lot.

4. *Integrated Commercial.* A parcel zoned commercial is located within the development or directly adjacent that is integrated into the

neighborhood and has the impact of serving as a gathering place and amenity to the community, subject to the following:

(a) No subdivision perimeter wall separates the neighborhood from the commercial parcel or direct pedestrian connections are provided.

(b) The residential neighborhood is not separated from the commercial amenity by an arterial roadway (i.e., a residential area receiving credit for this amenity must not have to cross an arterial roadway to get to the commercial amenity)

(c) The residential neighborhood is entirely contained within a 1,320 foot radius of a commercial property. (i.e., the residential area receiving credit for this amenity must be within 1,320 feet of the commercial area, residential lots outside of the radius would provide another amenity or not be eligible for lot reductions).

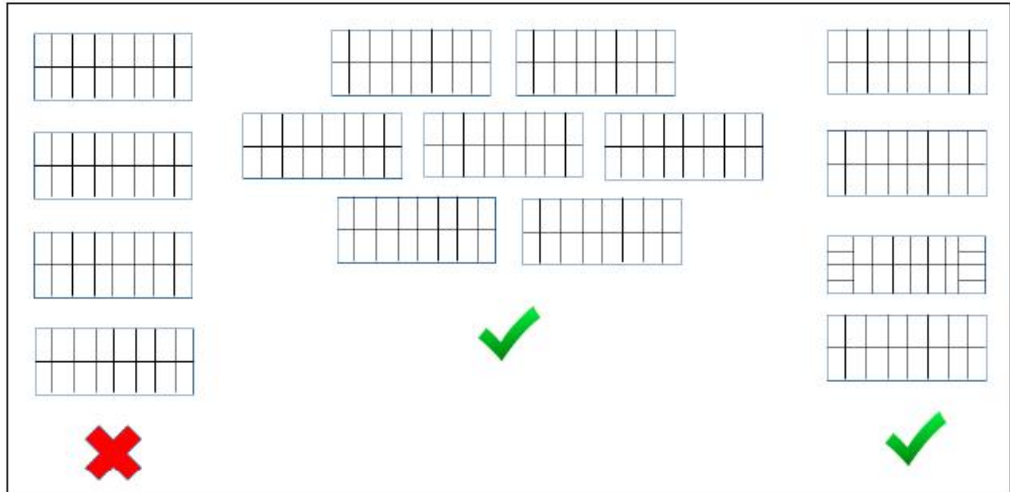
5. *Additional Amenities.* Other amenity elements not minimally required by any other regulation, ordinance, policy, standard or master plan adopted by the City that meet the stated purpose and provide the same impact to the community as the listed elements may be approved.

ii. *Connectivity Elements.* The purpose of connectivity elements is to create an inclusive community that promotes a sense of community and provides a walkable and bikeable community with easy and quick access to nearby amenities such as schools, commercial areas, trails, and parks.

1. *Infill Development.* The site is located in areas that will provide easy and quick access to nearby amenities such as schools, trails, and parks and that also have been identified as growth areas as defined by the General Plan.

2. *Trail System Connections.* Publicly accessible trail connections are provided within the community and connect to larger trail systems or have the ability to connect to future trail systems (i.e., trails are not limited to use by only those who live within the H.O.A.).

3. *Smaller **Blocks**.* Smaller **blocks** create a more walkable community. They should be designed in a way to reduce street lengths and foster neighborhood interactions. Maximum **block** lengths shall be no more than 660 feet. The maximum number of continuous blocks with side yards facing the street is limited to three. The **blocks** should be broken up with some homes facing the side street and/or should be staggered.



4. *No subdivision perimeter wall.* The subdivision is designed and homes are oriented so that subdivision perimeter walls are not necessary in order to increase connectivity from the neighborhood to surrounding amenities.

5. *Lot Diversity.* At least 30% of the lots within the subdivision exceed the minimum lot width by 5 feet. (e.g., in a 100 lot subdivision in the R1-4 district 70 homes are 45-foot wide and 30 homes are 50-foot wide).

6. *Additional Connectivity Elements.* Other connectivity elements not minimally required by any other regulation, ordinance, policy, standard or master plan adopted by the City that meet the stated purpose of creating an inclusive community that provides easy access to amenities and services and provide the same impact to the community as the listed elements may be approved.

iii. *Streetscape Elements.* The purpose of streetscape elements is to create a sense of place and ensure that smaller lot developments are of high quality.

1. *Additional front setback.* Homes (and all elements of the homes and garages) have a minimum setback of 30-feet.

2. *Detached sidewalk.* A detached sidewalk is utilized with a planter strip that is a minimum of 5.5 feet wide. Planter strips shall be planted, irrigated, and maintained with live plant materials.

3. *Shared or Clustered Driveways.* Driveways are paired so that there is a single curb-cut providing access to 2 houses, and the total width for the paired driveway is not more than 20 feet. Alternatively, driveways may be clustered (but need not share the same curb cut) so that there is at least 36 feet of uninterrupted curb between the clustered driveways.

4. *Alley – Loaded Residential*. Homes utilize with Private Alley alley loaded garages shall comply with the following.

- Private-Alleys serving Alley-Loaded Residential shall not exceed 450' unless either (1) the fronts of the Alley-Loaded Residential being served by the Private Alley are fronting along a public street (or private street built to public street standards) OR (2) lots adjacent to the Private Alley's entrance provide street frontage to a public street (or private street built to public street standards) that intersects the Private Alley. Any portion of the Private Alley adjacent to common area open space tracts shall not count towards the maximum 450' Private Alley length.
 - If the entry drive from a public or private street into a Private Alley at the T-intersection is less than 200 feet measured from the edge corner of the street to the T-intersection, it shall not be considered a separate Private Alley for the purposes of the measurement above.
 - Entries from a public or private street into a Private Alley that continues as a L-shaped or U-shaped Private Alley are not separate Private Alley's but shall be considered part of the L-shaped or U-shaped Private Alley.
- The Private Alley shall include either carriage lights on either side of the garage door or private HOA maintained lights/bollards to provide security lighting to the Private Alley.
- There shall be a total parking ratio of no less than 2.5, including 0.5 guest parking spaces, per platted residential lot subject to the following:
 - Guest parking spaces may be provided by on-street parking or in a guest parking space located on private lot driveways, in HOA owned and maintained alleys or parking lots so long as guest spaces are located no more than 225 feet away from any individually platted lot.
 - The following applies if guest parking is to be provided within HOA owned and maintained alleys or parking lots:
 - A Parking Plan addressing parking management shall be submitted to the city for approval with the Preliminary Plat in which parking is to be provided. All parking shall adhere to the approved Parking Plan. CC&Rs recorded against the Residential Property shall incorporate the approved Parking Plan and shall include provisions to enforce the Parking Plan; and
 - Guest parking spaces shall be labeled or numbered. The failure to comply with an approved Parking Plan shall constitute a zoning violation; and
 - Guest parking spaces shall be reserved for the use of a 3rd vehicle owned by the residents of an individual residential

unit in the development or by the use of guests visiting the development; and

- All vehicles that park in a guest parking space shall have a pass that indicates to a management company which unit the vehicle belongs or which unit the vehicle is a guest of; and
- Guest spaces shall not be used by the 1st or 2nd vehicle owned by residents of a residential unit. If a resident uses a guest space for vehicles owned by the resident, the resident shall obtain a pass as provided above.

5. *Open Space Facing Homes.* Homes do not have a traditional front yard but face onto a shared open space or courtyard.

6. *Paving Material.* Decorative paving (i.e., pavers) are utilized for all horizontal paved surfaces between the house and sidewalk.

7. *Deep recessed garages.* Garages are setback at least 20-feet from the front part of the home which could include living space or a front porch but does not include a courtyard.

8. *Porches and Courtyards.* 100% of homes have a front porch or courtyard with at least 50% of the homes having a covered front porch that is at least 48 square feet. Covered porch can include a slatted roof or other roof design alternative, if it is an integrated, significant architectural feature with columns that are complimentary to the style of the home.

9. *Additional Streetscape Elements.* Other streetscape elements not minimally required by any other regulation, ordinance, policy, standard or master plan adopted by the City that meet the stated purpose and provide the same impact to the community as the listed elements may be approved.

e. Creation of a new lot that is less than the required minimum lot area requires approval of a Planned Area Development (PAD)

SECTION 4.

Paragraph 2 of Section 6-2-2(A) (Driveways) (Section 6-2-2(A)(2)) of the Goodyear Zoning Ordinance is amended as follows (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text). All other terms in Section 6-2-2(A) remain unchanged (i.e. Sections 6-2-2(A)(1) and 6-2-2(A)(3-12).

2. Driveways which provide access from a garage to an alley or to a Private Alley or driveways for Alley-Loaded Residential, shall not be less than five (5) feet in length but any driveway greater than five (5) feet shall be at least twenty (20) feet in length, may be less than twenty (20) feet in length, provided that the total width of the alley and the total length of the driveway combine to provide a minimum length of twenty-three (23) feet for the maneuvering area.

SECTION 5.

CORRECTIONS. The 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 6.

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 7.

EFFECTIVE DATE. This Ordinance shall become effective thirty days after adoption in the manner prescribed by law.

SECTION 8.

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

April 12, 2024

City of Goodyear
Planning & Zoning Commission

c/o Christian Williams
Planning & Zoning
1900 N Civic Square
Goodyear, AZ 85395

Sent Via Email

Re: Support for Ordinance No. 2024-1607

Dear Mr. Williams;

This is a letter of support for the recently proposed amendment to the Goodyear Zoning Ordinance Article 3-2. In 2020, Communities Southwest processed a PAD Amendment for the Avion at Ballpark Village community. During this process we worked with the City's Planning and Zoning department to create guidelines that allowed for medium-high density housing within the R1-A and R1-C zoning classifications. A lot of the changes we incorporated in our approved PAD, are now reflected in these proposed changes.

In our experience as residential community developers, these changes provide for a mix of housing options while also maintaining high community standards. Specifically, these changes work to address gaps in the current zoning ordinance that limit the development options within the R1-A and R1-C zoning districts.

It is our belief that, if implemented, these changes will have a positive impact on future development of new housing product within the City of Goodyear.

Kind regards,

A handwritten signature in black ink, appearing to read 'GLE', with a stylized flourish extending from the end.

Greg Lehmann
Executive Vice President
Communities Southwest

R1-A Reduced (Townhomes)

City Council Meeting
April 29, 2024



Requests for Townhomes

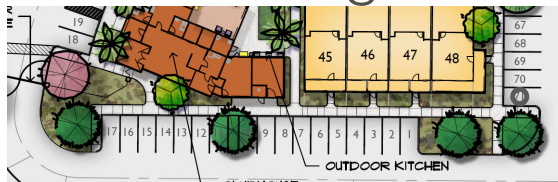


APPLICANT INQUIRY AND REZONES

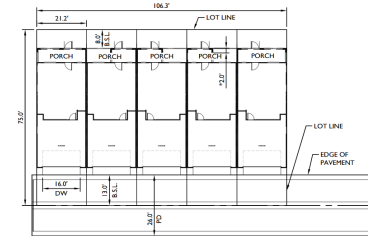


*Images Conceptual In Nature

Design Standards



Lot Standards



Patio and Walls



*Images Conceptual In Nature

- Zoning Ordinance Text Amendment
 - R1-A (Single-Family Townhomes)
 - Reduced Lot Widths
 - Amenities
 - Streetscape
 - New process to create additional housing



*Images are Conceptual



ITEM #: 12.
DATE: 04/29/2024
AI #:1967



CITY COUNCIL ACTION REPORT

**SUBJECT: USE PERMIT FOR A CONVENIENCE USE AT THE
NORTHWEST CORNER OF MCDOWELL ROAD AND 150TH
DRIVE, WITHIN GOODYEAR CIVIC SQUARE**

STAFF PRESENTER(S): Justin Gabrielson, Planner

SUMMARY

This is a Public Hearing for and consideration of a Use Permit request for a convenience use proposed at the northwest corner of McDowell Road and 150th Drive, within Goodyear Civic Square at Estrella Falls.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Fiscal Resource
Management



Economic
Vitality



Sense of
Community

RECOMMENDATION

Approve the request for a Use Permit for a convenience use for a drive-through restaurant on an approximately 1.46-acre identified in the Goodyear Civic Square at Estrella Falls PAD and located at the northwest corner of McDowell Road and 150th Drive, subject to stipulations.
(Justin Gabrielson, Planner)

STIPULATIONS

The approval of the Use Permit is subject to the following conditions and stipulations:

1. The Site shall be developed in substantial conformance with the Site Plan attached hereto, the Building Elevations attached hereto, and the Landscape Plans attached hereto, none of which have received final approval; and,
2. The existing utility boxes adjacent to the Civic Square roadway shall be painted to match the adjacent steel screen panels or the screen wall; and,
3. In conformance with Article 4-2-18 of the Goodyear Zoning Ordinance, the canopy adjacent to the pick-up window shall be solid, or the canopy shall be built to match the style and theme of the existing stage canopy, including opacity and design, at the Goodyear Civic Square park; and,
4. The drive-through speaker box canopy shall be designed to match the aesthetics of the

building and/or trellis architecture including colors reflected in the landscape plans and building elevations attached hereto; and,

5. In order to meet the parking requirements of the Goodyear Civic Square at Estrella Falls PAD, the required parking spaces not provided within the Site, shall be provided within the parking garage adjacent to the Site unless further amended through a Shared Parking Agreement as required within the Goodyear Civic Square at Estrella Falls PAD; and,
6. The installation and display of any signs on the Site are not approved under this permit. A separate permit specifically for signage must be obtained prior to installation. The proposed signage must comply with the approved comprehensive sign package for Goodyear Civic Square at Estrella Falls, including but not limited to, size, placement, and design standards; and,
7. Vines shall be planted and maintained at the bottom of all installed mesh screening to enhance aesthetic integration with the surrounding environment, and ensure proper screening; and,
8. The bike racks to be provided on the Site shall match the existing bike racks which have been installed in front of the Gen1 Office Building north of West Park Place; and,
9. The base of all sign boards and menu boards shall not contain single poles but shall be designed in a decorative manner and in accordance with Article 7 (Sign Regulations), of the City of Goodyear Zoning Ordinance; and,
10. In no instance shall queued vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of staff's notification to the owner or operator that staff had observed the obstruction of designated fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The owner/operator shall comply with all requirements in the approved traffic management plan. The failure to comply with the requirements set forth herein can result in the termination of this use permit if an approved traffic management plan is not in place and implemented in a timely fashion following city staff's notification that such a traffic management plan is required. Repeated observations of obstructions to designated fire lanes and/or public streets can result in the termination of the use permit; and,
11. Any trees, bushes or other plants damaged or removed along North Civic Square or McDowell Road during construction or operation shall be replaced with the same style and sizing of tree, bush or other plant that was removed or damaged, and the responsibility for this replacement shall be that of the owner or developer.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The Site is located at the northwest corner of McDowell Road and 150th Drive within Goodyear Civic Square at Estrella Falls and within the Goodyear Civic Square at Estrella Falls PAD. The Goodyear Civic Square at Estrella Falls PAD was approved on July 8, 2019 with Ordinance No. 2019-1440. The Goodyear Civic Square at Estrella Falls PAD land use designation establishes convenience uses (drive-through) as a use that requires approval of a Use Permit.

STAFF ANALYSIS

Current Policy:

A Use Permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a Use Permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Details of the Request:

The applicant is requesting a Use Permit for a convenience use (drive-through) on the Site within Goodyear Civic Square at Estrella Falls. The Site is designated for commercial use and will be developed in accordance with the Goodyear Civic Square at Estrella Falls Supplemental Design Guidelines and Goodyear Civic Square at Estrella Falls PAD. As required in the Goodyear Civic Square at Estrella Falls PAD, a restaurant with a drive-through must obtain approval of a Use Permit prior to development.

The two drive-through lanes provided on the site plan well exceeds the city's queuing requirements of at least six (6) stacking spaces from the drive through entry to the first stop (i.e. menu/order board) and at least four (4) stacking spaces from the menu board to the first product pick-up window has been voluntarily provided.

The proposed convenience use will be a convenience use drive-through restaurant. As shown on the preliminary site plan submitted with the Use Permit, the restaurant will consist of a single-story (22' 6" tall), approximately 3,150 square-foot building with a 600 square foot outdoor patio.

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

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare;
The proposed use, as described in the materials provided with the Use Permit and as stipulated herein, should not generate excessive traffic, odors, noise or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to be in conformance with the roadway capacity and improvements for this area. The drive-through lanes and queue have been internalized to the Site and should not detrimentally affect surrounding properties or public streets. Two drive-through lanes with queuing that meets the city's new requirements of at least six stacking spaces have been provided. Stipulations have been including requiring speakers to not be audible to residential property and lighting to be shielded per city of Goodyear lighting standards. Signage facing east is also restricted by stipulation to prevent light pollution overnight.
2. The proposed use is reasonably compatible with uses permitted in the surrounding area;
The architecture of the building will match the themes established within this portion of

Goodyear and substantially match the colors, materials and roofline of the storage building currently under construction. Additionally, the building will include agrarian elements such as trellis shade coverings and picket fencing. The uses adjacent to the Site are commercial in general.

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

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

The Site is approximately 1.46-acres and is of sufficient size and configuration to accommodate the proposed restaurant with drive-through. The proposed access and internal traffic circulation pattern have been designed to be connected and cohesive with future pad sites and users within Civic Square at Estrella Falls. Queuing space for the drive-through meets the city’s new standards and, pursuant to the traffic study, can be accommodated onsite without adversely impacting any public streets or adjacent land uses.

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

There is no existing residential adjacent to this Site thus no hours of operation restrictions are being proposed.

Required traffic mitigation measures, if any.

A traffic study was submitted with the application for Use Permit. All intersections are expected to continue to operate at an adequate level of services with the proposed uses and the traffic study for the Site was approved by the Engineering Department.

Ingress/egress is provided from both Civic Square and Globe Drive.

Other concerns, which may place the advisability of the proposed convenience use in question. Staff has not received any concerns at this time.

Fire Department:

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	4.35	2.17	Fire Station #185	4.47	2.23

Public Participation and Planning and Zoning Commission Meeting:

An alternative notification process was used for this proposal. A formal citizen review meeting was not held, but notice was given to 19 owners of property within 500 feet of the Site and other stakeholders by first-class mail on March 22, 2024 which provided information on this proposal. There was no objection to the use permit received.

A public notice that this Use Permit request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on April 17, 2024 appeared in the Arizona Republic West Valley Edition March 29, 2024; postcards were mailed to adjoining owners on March 22, 2024; and signs were posted on the Site on March 26, 2024.

The Planning and Zoning Commission considered this item at their regular meeting on April 17, 2024. At the conclusion of the Public Hearing, Commissioners voted (6-0) to forward a

recommendation of approval to the City Council.

Staff Findings:

Staff finds that the proposed Use Permit for a Convenience use (Convenience use drive-through) meets the Zoning Ordinance requirements for convenience uses, will not be materially detrimental to adjacent properties and will be compatible with the surrounding area. Staff is recommending approval of the Use Permit subject to the conditions and stipulations set forth above.

Attachments

Narrative

Site Plan

Conceptual Elevations

Conceptual Landscape Plans

Aerial Exhibit

Staff Presentation



DESCRIPTION. The applicant is requesting site plan and use permit approval for the next phase of restaurant development at Goodyear Civic Square, located at the northwest corner on 150th Avenue and McDowell Road and indicated on the site plan accompanying this application. Goodyear Civic Square is a mixed-use development anchored by the new City Hall and an office building, both currently under construction. The landowner is now moving forward with the second phase of restaurants, bringing a Shake Shack drive-thru to provide an additional amenity to the balance of the development and the surrounding area.

Shake Shack is an American fast casual restaurant chain headquartered in New York City, NY that started as a hot dog cart inside Madison Square Park in 2001. In 2004, Shake Shack expanded its menu with the addition of hamburgers, fries and one-of-a-kind milkshakes. Shake Shack's motto is *We Stand For Something Good*® in everything we do. That means carefully sourced premium ingredients from like-minded purveyors Shake Shack admires and loves; thoughtful, well-crafted, responsible design for its place; and a deep commitment to community support through donations, events, and volunteering.

Every Shack is a reflection of the community it's a part of, from partnering with local artists and ingredient purveyors, to hosting fundraisers with local non-profit partners and school groups. Shake Shack plans to operate this site as an inviting community gathering place focused on hospitality with a drive-thru component for those guests who want to grab a quick meal while on the go.

The proposed Shake Shack will have a drive-thru as well as outdoor dining to serve its customers. Due to its location at the hard corner of the overall project, the restaurant is anticipated to have minimal impact from a noise, odor or lighting perspective on surrounding areas.

The applicant is also pursuing a use permit as part of this submittal. Granting this use permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood or to the public welfare. The proposed use is reasonable compatible with uses permitted in the surrounding area. The operation will confirm with section 1-3-2 of the Goodyear Zoning Ordinance.

PROJECT DETAILS.

APNs – A portion of 501-73-068 (subdivision plat currently in process)

Acreage – +/- 1.31 acres

Proposed Use – Shake Shack restaurant with drive-thru

RELATIONSHIP TO SURROUNDING PROPERTIES. The property is located at the corner of 150th Avenue and McDowell within the larger mixed-use development of Goodyear Civic Square. The proposed use will complement the balance of uses within the development.

Following is a summary of the uses surrounding the Property subject to this request:

North – Balance of Goodyear Civic Square (Goodyear PAD zoning)

East – Estrella Falls Regional Shopping Center (Goodyear PAD zoning)

South – Flood Control Channel (Goodyear AG zoning)

West – Goodyear Civic Square (Goodyear PAD zoning)

LOCATION AND ACCESSIBILITY. The project consists of a roughly 3,150 square foot Shake Shack restaurant with drive-thru, located generally shown on the attached site plan. The site plan layout provides for convenient circulation for customers, employees and service providers. Dual drive-thru lanes offer ample vehicular stacking so as not to negatively impact parking or circulation for existing and future uses within the development. Outdoor dining is proposed on the north side of the building.

ARCHITECTURE. Shake Shack is committed to providing a consistent experience to each guest, and that starts with the design of their building. As a newer brand in the market, brand consistency has become an important catalyst in Shake Shack's future growth plans.

Shack plans to maintain its brand while also respecting the aesthetic of Goodyear Civic Square. This location will be among the first of Shake Shack's new prototype.

The drive-thru elevation will be modified to help bring in the surrounding atmosphere for guests and balance the look of the center. This area will feature a combination of fiber cement panels, Dryvit and faux wood siding. The drive-thru has a modern feel with canopies above the order point that complement the building canopy and utilize the decorative string lights to bring in the same hospitality for guests. Shack believes the decorative drive-thru is an inviting atmosphere that will attract guests to come on inside and be part of the full experience Shack has to offer.

DEVELOPMENT SCHEDULE. Following completion of the pre-application process, the landowner and Shake Shack intends to proceed with preliminary site plan review, design review, construction documents, permits and construction with a goal of opening for business in late 2024 or early 2025.

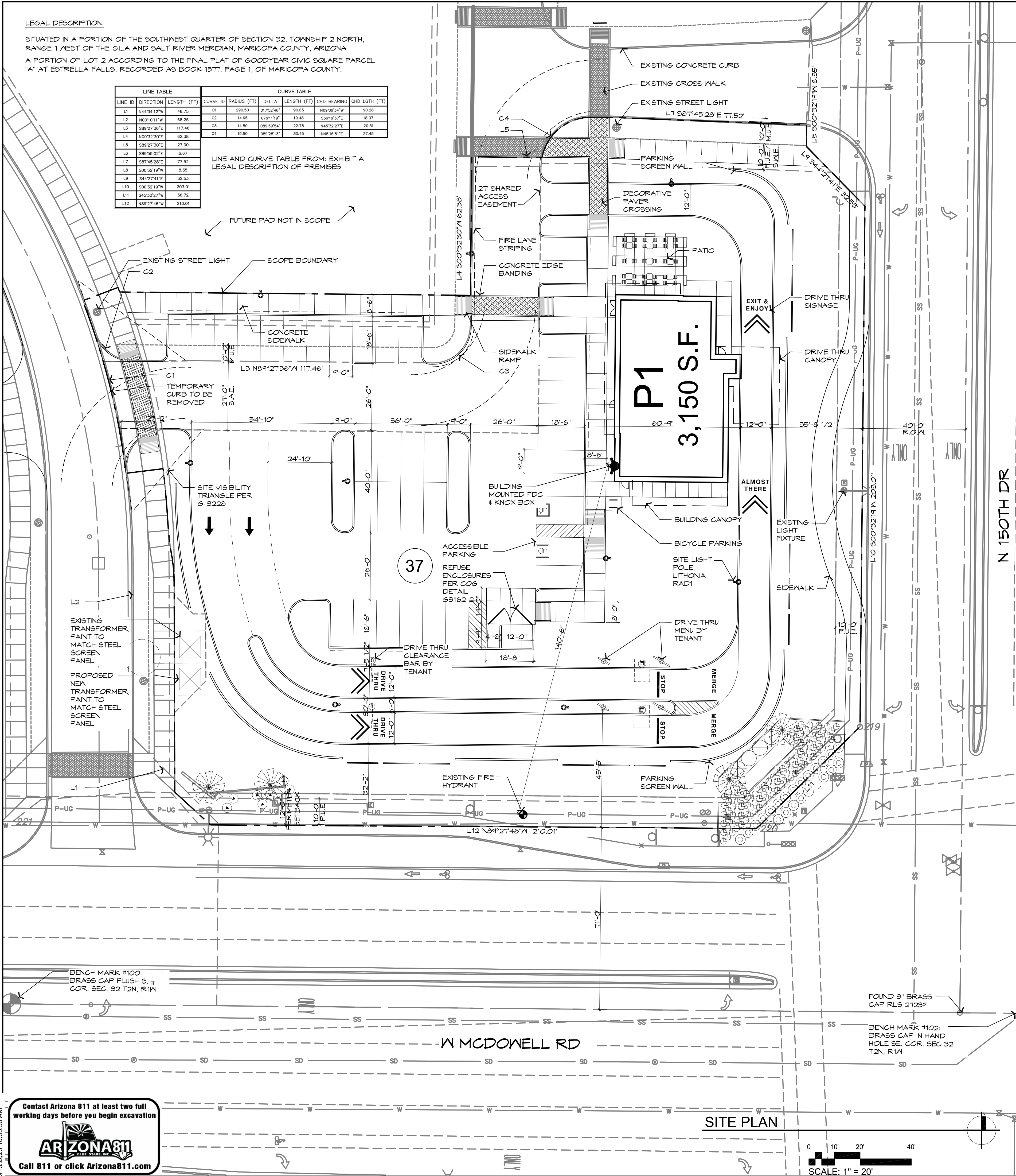
CITY AND COMMUNITY IMPACT. The drive-through restaurant will employ 15-20 full and part-time employees for each shift. Operating hours for walk-in and drive-through service will be from 11:00 am to 10:00 pm seven days per week. Shake Shack is forecasting roughly \$4M in annual revenue at this location. Shake Shack offers an attractive addition to Goodyear and looks forward to serving the surrounding community. Thank you for your consideration of this request.

LEGAL DESCRIPTION:

SITUATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA
A PORTION OF LOT 2 ACCORDING TO THE FINAL PLAT OF GOODYEAR CIVIC SQUARE PARCEL "A" AT ESTRELLA FALLS, RECORDED AS BOOK 1571, PAGE 1, OF MARICOPA COUNTY.

LINE TABLE			CURVE TABLE				
LINE ID	DIRECTION	LENGTH (FT)	CURVE ID	RADIUS (FT)	DELTA	LENGTH (FT)	CHORD BEARING
L1	N44°34'12"E	46.75	C1	200.50	217°32'40"	90.65	N07°56'34"W
L2	N07°01'11"W	68.25	C2	14.85	07°11'11"	19.48	S06°19'37"E
L3	S89°27'30"E	117.46	C3	14.50	08°59'54"	22.78	N45°32'27"E
L4	N00°32'30"E	62.38	C4	18.50	08°28'13"	30.45	N45°19'51"E
L5	S89°27'30"E	27.00					
L6	S89°19'02"E	6.67					
L7	S87°40'28"E	77.52					
L8	S00°32'18"W	8.55					
L9	S44°27'41"E	32.53					
L10	S00°32'18"W	203.01					
L11	S45°30'27"W	56.72					
L12	N89°27'48"W	210.01					

LINE AND CURVE TABLE FROM: EXHIBIT A
LEGAL DESCRIPTION OF PREMISES



SITE & HARDSCAPE LEGEND

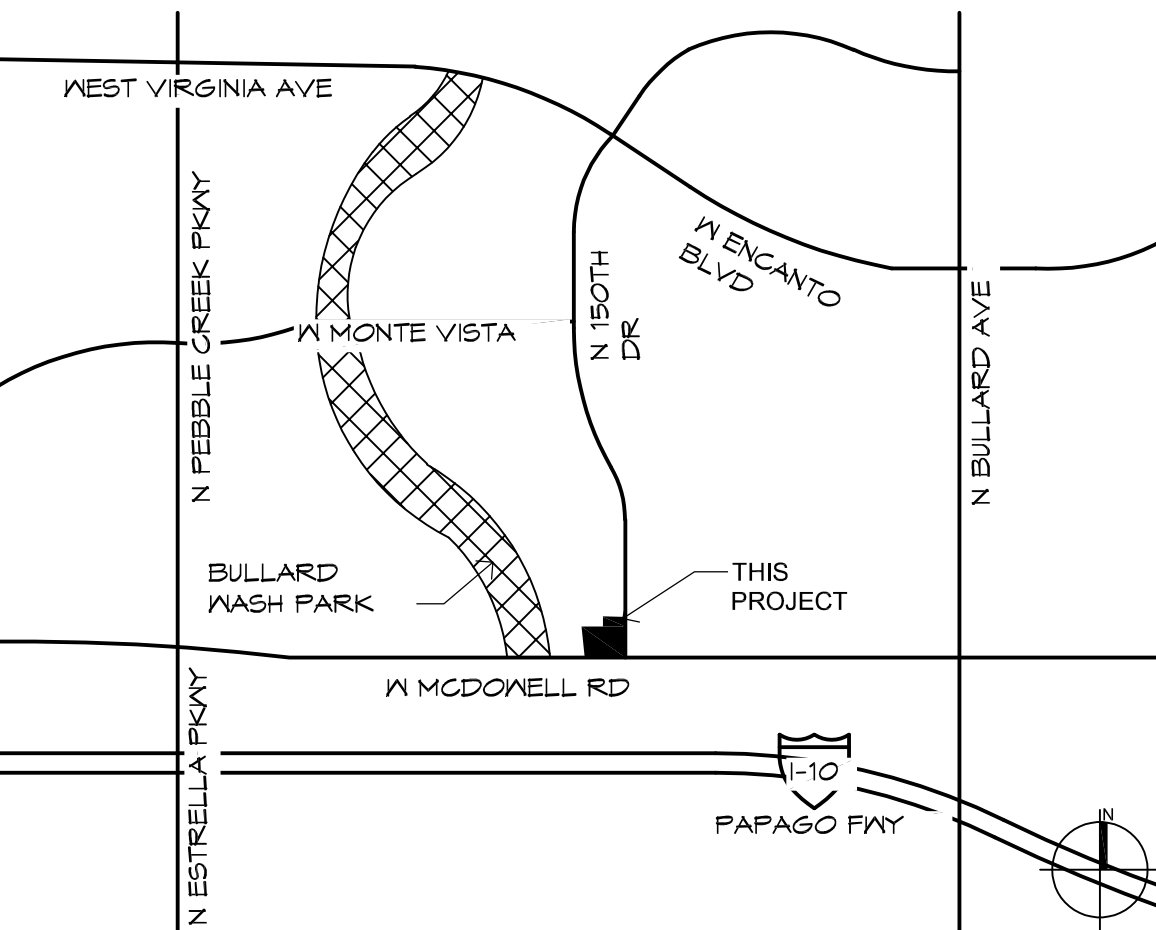
- STEEL SCREEN PANEL
- FIRE TURNING RADIUS
- DRIVE THRU MENU BOARD
- SITE LIGHT POLE, LITHONIA RAD1
- DRIVE THRU ORDER BOARD
- GRAY BROOM FINISHED CONCRETE
- GRAY ACID-ETCHED CONCRETE
- GRAY BROOM FINISH 1/4" EDGE BAND
- CROSSWALK PAVES - BELGARD CATALINA "RUST", 45-DEGREE HERRINGBONE [FV02]
- TEKWAY ADA DOME TILE "GRAPHITE", (3) 24" SQ

PROJECT DATA

APN:	501-73-968
ADDRESS:	NAC OF N 150TH DR AND W MCDOWELL RD, GOODYEAR AZ 85345
ZONING:	PAD
SITE AREA:	63,807 S.F.
SCOPE BOUNDARY AREA:	66,777 S.F.
BUILDING OCCUPANCY TYPE:	MERCANTILE (M)
BUILDING AREA:	3,150 S.F.
PARKING REQUIREMENTS:	
PARKING DIMENSIONS:	
STANDARD 11'-6" OVERHANG:	18'-6" X 9'-0"
ADA 11'-6" OVERHANG:	18'-6" X 11'-0" 1/4" 5'-0" AISLE
PARKING REQUIREMENT FOR EATING AND DRINKING ESTABLISHMENTS:	
INDOOR DINING / SEATING FLOOR AREA:	1138 S.F. @ 1 / 50 S.F. 22.8
KITCHEN AND EMPLOYEE SERVICE AREA:	1631 S.F. @ 1 / 150 S.F. 10.9
OUTDOOR PATIO AREA:	600 S.F. @ 1 / 150 S.F. 4.0
PARKING REQUIRED TOTAL:	39 SPACES
PARKING PROVIDED ON SITE:	31 SPACES
ADDITIONAL PARKING SPACES PROVIDE IN THE SOUTH GARAGE, LOCATED IN ZONE 6:	10 SPACES
TOTAL PARKING PROVIDED:	41 SPACES
ADA PARKING REQUIRED:	2 SPACES
ADA PARKING PROVIDED:	2 SPACES

BENCHMARK
3" MARICOPA COUNTY HIGHWAY DEPARTMENT BRASS CAP IN A HAND HOLE STAMPED "19", LOCATED AT THE NORTHWEST CORNER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA. CITY OF GOODYEAR BENCHMARK POINT NUMBER 6351 PER THE NAVD83 ELEVATION 1016.98' (6351)
BASIS OF BEARING
BEARINGS ARE BASED UPON THE SOUTH OF THE SOUTHEAST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE GILA AND MERIDIAN BEING MONUMENTED AT THE SOUTHEAST CORNER OF SAID SECTION 32 BY A 3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 21234" DATED 2008, AND BEING MONUMENTED AT THE SOUTH QUARTER CORNER OF SAID SECTION 32 BY A 3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 21234 2008" DATED 2008, HAVING A BEARING OF NORTH 89°27'46" WEST, AND A DISTANCE OF 2,619.44 FEET BETWEEN SAID MONUMENTS.
#100: N: 896849.030 E: 557521.142 EL: 997.440'
3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 21234 2008" MARKING THE SOUTH QUARTER CORNER OF SECTION 32.
#102: N: 896824.464 E: 560140.522 EL: 998.360'
3" CITY OF GOODYEAR BRASS CAP STAMPED "RLS 21234" DATED 2008, MARKING THE SOUTHEAST CORNER OF SECTION 32.

VICINITY MAP



PROJECT TEAM

OWNER	CIVIL
GLOBE CORPORATION 6730 N. SCOTTSDALE ROAD, SUITE 250 SCOTTSDALE, AZ 85253 PHONE: (480) 441-0500 CONTACT: GEORGE GETZ GGETZ@GLOBE.COR.COM	OLSSON 7878 N 16TH ST PHOENIX, AZ 85020 PHONE: (602) 481-1800 CONTACT: TYLER PAULSEN TPAULSEN@OLSSON.COM
ARCHITECT	
BUTLER DESIGN GROUP 5013 E WASHINGTON ST, SUITE 100 PHOENIX, AZ 85034 PHONE: (602) 481-1800 CONTACT: KEN MILLER KMILLER@BUTLERDESIGNSGROUP.COM	

GENERAL NOTES

- THE CITY OF GOODYEAR HAS ADOPTED THE 2018 INTERNATIONAL FIRE CODE (CITY ORDINANCE 2018-1438), 2018 INTERNATIONAL BUILDING CODE, (CITY ORDINANCE 2018-1431), CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND THE 2011 NATIONAL ELECTRIC CODE.
- THE MINIMUM FIRE FLOW REQUIREMENT FOR A COMMERCIAL PROJECT IS 1,500 GPM. (IFC TABLE B105.2)
- FIRE PROTECTION SYSTEMS TO BE SIZED IN ACCORDANCE WITH THE WORST-CASE USE PROPOSED WITHIN THE BUILDING, INCLUDING PARKING GARAGES. STANDPIPES SHALL BE PROVIDED AS REQUIRED PER CODE.
- WHERE AN ELEVATOR(S) IS INSTALLED, AT LEAST ONE SHALL BE SIZED TO ACCOMMODATE AN AMBULANCE STRETCHER 24 INCHES BY 84 INCHES FOR BUILDINGS FOUR OR MORE STORIES ABOVE OR BELOW GRADE. (IFC 503.3 AND EDS DETAIL 6-3142)
- FIRE LANE SIGNAGE SHALL BE PROVIDED IN COMPLIANCE WITH IFC 503.3 AND EDS DETAIL 6-3142.
- VERIFICATION OF EMERGENCY RESPONDER RADIO COVERAGE IS REQUIRED FOR COMMERCIAL BUILDINGS. THEORETICAL MODELING FOR NEW CONSTRUCTION IS REQUIRED. VERIFICATION OF SPECTRUM ANALYSIS IS REQUIRED UPON COMPLETION OF BUILDING FIT OUT. IF MINIMUM RADIO SIGNAL STRENGTH IS NOT MET, ENHANCEMENT EQUIPMENT IS REQUIRED TO BE INSTALLED AND TESTED PRIOR TO ISSUANCE OF A FINAL CERTIFICATE OF OCCUPANCY. (IFC 510)
- CITY SIDEWALKS AT DRIVEWAYS ARE REQUIRED TO HAVE NOT LESS THAN 1.0-FOOT CANDLE, OR STREET LIGHT WITHIN 20'.
- ALL VALVES CONTROLLING THE WATER SUPPLY TO AN AUTOMATIC FIRE SPRINKLER SYSTEM, FIRE PUMP, OR WATER TANK ARE TO BE ELECTRONICALLY SUPERVISED BY AN UL LISTED FIRE ALARM CONTROL UNIT. THIS IS TO INCLUDE EXTERIOR BACK FLOW CONTROL VALVES ON A FIRE LINE. (IFC 903.4)

GOODYEAR CITY GENERAL NOTES

- THE CITY OF GOODYEAR HAS ADOPTED THE 2018 INTERNATIONAL FIRE CODE (CITY ORDINANCE 2018-1438), 2018 INTERNATIONAL BUILDING CODE, (CITY ORDINANCE 2018-1431), CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND THE 2011 NATIONAL ELECTRIC CODE.
- FIRE FLOW REQUIREMENTS PER IFC APPENDIX B, THE MINIMUM FIRE FLOW REQUIREMENT FOR A COMMERCIAL PROJECT IS 1,500 GPM. (IFC TABLE B105.2)
- THE FIRE PROTECTION SYSTEMS NEED TO BE SIZED IN ACCORDANCE WITH THE WORST-CASE USE PROPOSED WITHIN THE BUILDING, INCLUDING PARKING GARAGES. STANDPIPES SHALL BE PROVIDED AS REQUIRED PER CODE.
- ALL COMMERCIAL BUILDINGS ARE REQUIRED TO BE PROTECTED WITH AN AUTOMATIC FIRE SPRINKLER SYSTEM PER CITY ORDINANCE 2018-1438.
- PROVIDE SIGNAGE ON BUILDING DOORS LEADING TO FIRE ALARM CONTROL PANEL, FIRE RISER ROOM, ELECTRICAL ROOMS, AND ROOF ACCESS PER IFC 504.1.
- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED UNDER SEPARATE NOTE.
- THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION OF ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SKEEFING, APPLICATION OF SEALANT IN ALL PAVEMENT CRACKS AND JOINTS, AND APPLICATION OF SEALANT OVER ALL ASPHALT PAVEMENTS.
- AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
- IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.
- LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
- THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
- WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOVED THEREAFTER TO SAFELY MAINTAIN 2-INCH HEIGHT.
- AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
- IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

CITY OF GOODYEAR STANDARD SITE PLAN NOTES

- IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY, TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
- THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
- DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND/OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
- MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING, ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE NORMAL HEALTHY GROWTH.
- WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT STRUCTURE AND HAS OBTAINED AN APPROXIMATE HEIGHT OF 3 INCHES, MOWING SHALL BEGIN IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2 INCHES; THE TURF SHALL BE MOVED THEREAFTER TO SAFELY MAINTAIN THE 2-INCH HEIGHT.
- AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE, HEALTHY, UNDAMAGED, AND FREE OF INFESTATIONS. ALL AREAS SHALL BE COMPLETELY VOID OF BARREN SPOTS LARGER THAN 3 INCHES BY 3 INCHES.
- IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.



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OWNER
GLOBE CORPORATION

CONSULTANTS
RYAN
olsson
Kramer Consulting Engineers, PLLC
Architects & Engineers

PROJECT INFORMATION

SHAKE SHACK
II AT GSQ

GOODYEAR, AZ

DRAWN BY	CHECKED BY
Author	Checker
JOB NO.	DATE
21028-300	2023.05.26

ISSUE RECORD

ISSUE #	DATE	DESCRIPTION
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SITE PLAN

A001

Contact Arizona 811 at least two full working days before you begin excavation

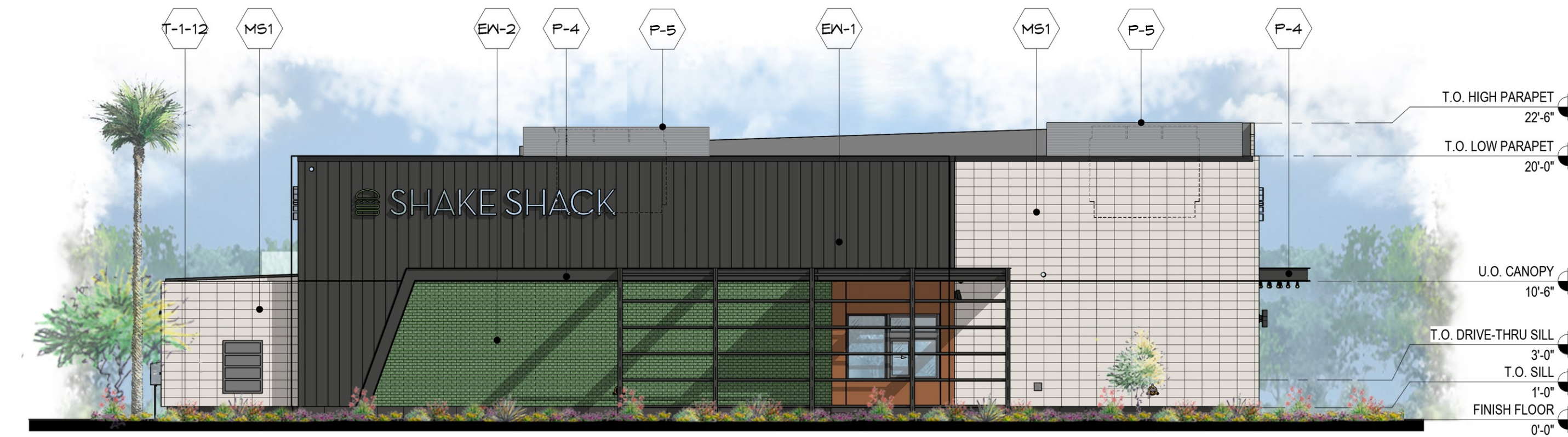
ARIZONA811
Call 811 or click Arizona811.com



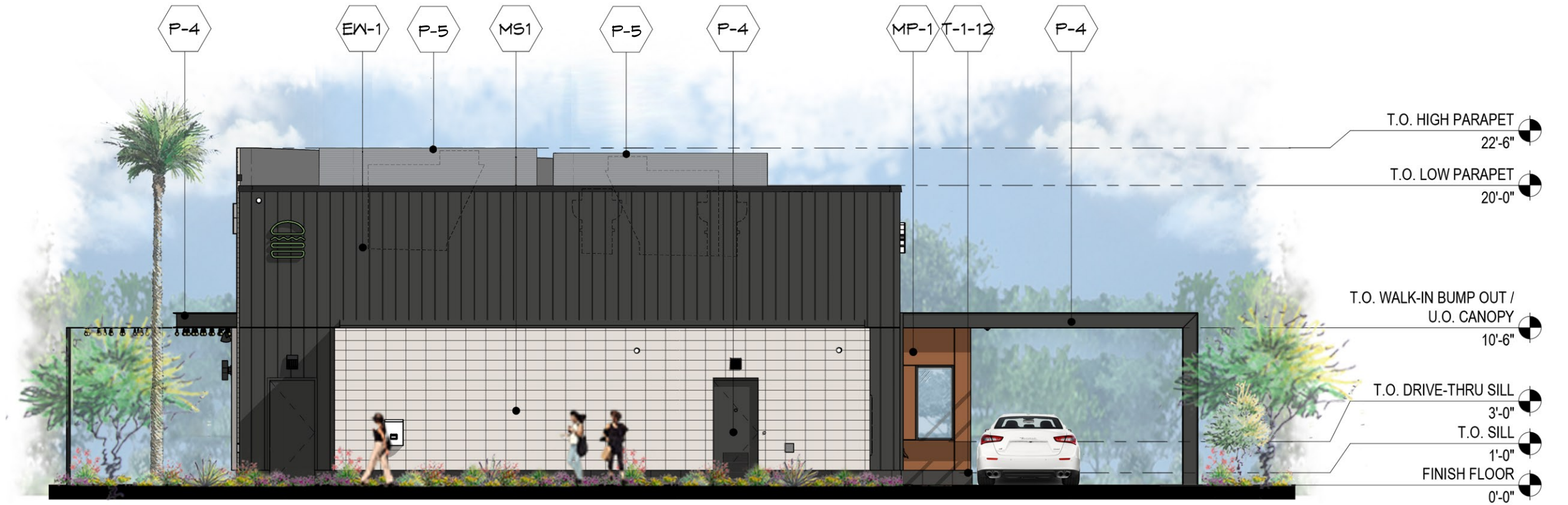
WEST ELEVATION



NORTH ELEVATION



EAST ELEVATION



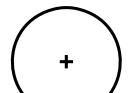




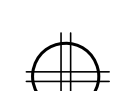

SOUTH ELEVATION















MATERIAL FINISH SCHEDULE

MARK	DESCRIPTION	COLOR / FINISH	MODEL	MANUFACTURER	COMMENTS
EX-1	EIFS - VERTICAL RIBS	IRON ORO RIBBED		DRYVIT	10" RIBS
EX-2	TEXTURED FINISH	NEWBRICK - GARDEN GROVE RUNNING		DRYVIT	
FC-1	FIBER CEMENT PANEL	IVORY RIBBED		NICHIBA	RIBBED IVORY
MP-1	METAL PANEL	COPPER VERDE		OLD COUNTRY MILLWORK	RUSTIC METAL FINISHES
MS1	8x8x16 CMU	TRENDSTONE MISSION WHITE	MESASTONE	ECHOLON MASONRY	
P-4	PAINTED METALS	09_SSE PAINT IRON ONE		SHERWIN WILLIAMS	
T-1-12	TILE - BASE	CMC - CEMENTING, BLACK			
P-5	BAFFLE BLADE LOUVERS	DOVE GRAY		ARCHITECTURAL LOUVERS	

LANDSCAPE LEGEND


ALL TREES TO MEET OR EXCEED A.N.A. SPECIFICATIONS
(U.O.N UNLESS OTHERWISE NOTED)
(tm - MSN trade marked by Mountain States Nursery)

TREES		SIZE	QTY
	Quercus virginiana "Heritage" Heritage Live Oak	36" Box (2" Cal.) Standard, Matching	04
	Olea europaea "Wilsonii" Fruitless and Pollenless Olive	48" Box (H:10', W:8') Multi-Trunk, Matching	05
	Ulmus parviflora "Sempervirens" Chinese Evergreen Elm	36" Box (2" Cal.) Standard, Matching	12
	Chilopsis linearis 'Bubba' Bubba Desert Willow	24" Box (1" Cal.) Standard, Matching	05
	Pistacia chinensis 'Red Push' Red Push Pistache	36" Box (2" Cal.) Standard, Matching	06
	Caesalpinia mexicana Mexican Bird of Paradise Tree	36" Box (2" Cal.) Standard, Matching	02
	Phoenix dactylifera Date Palm	25" T.F. Matching, Straight, Diamond Cut	02

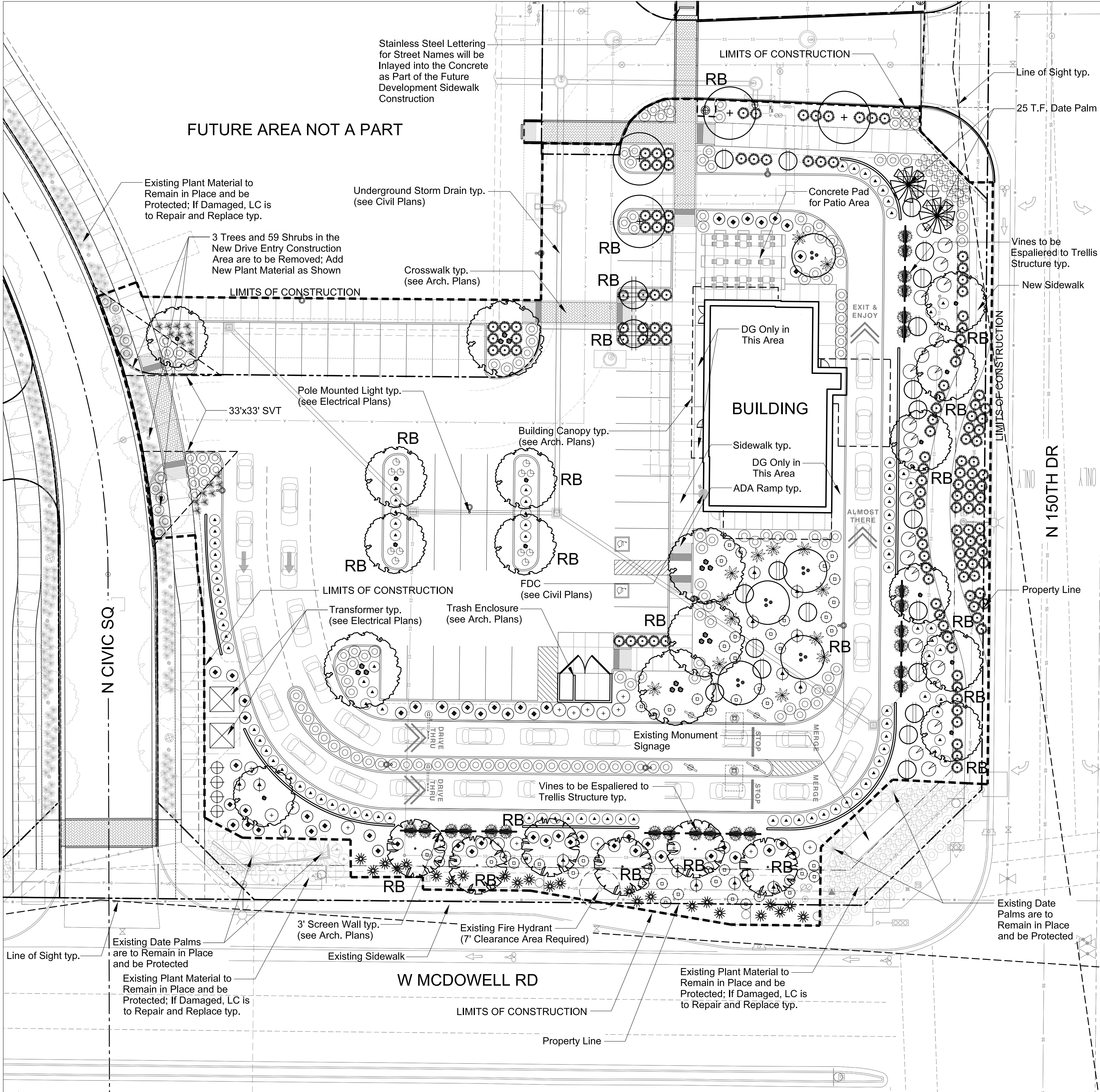
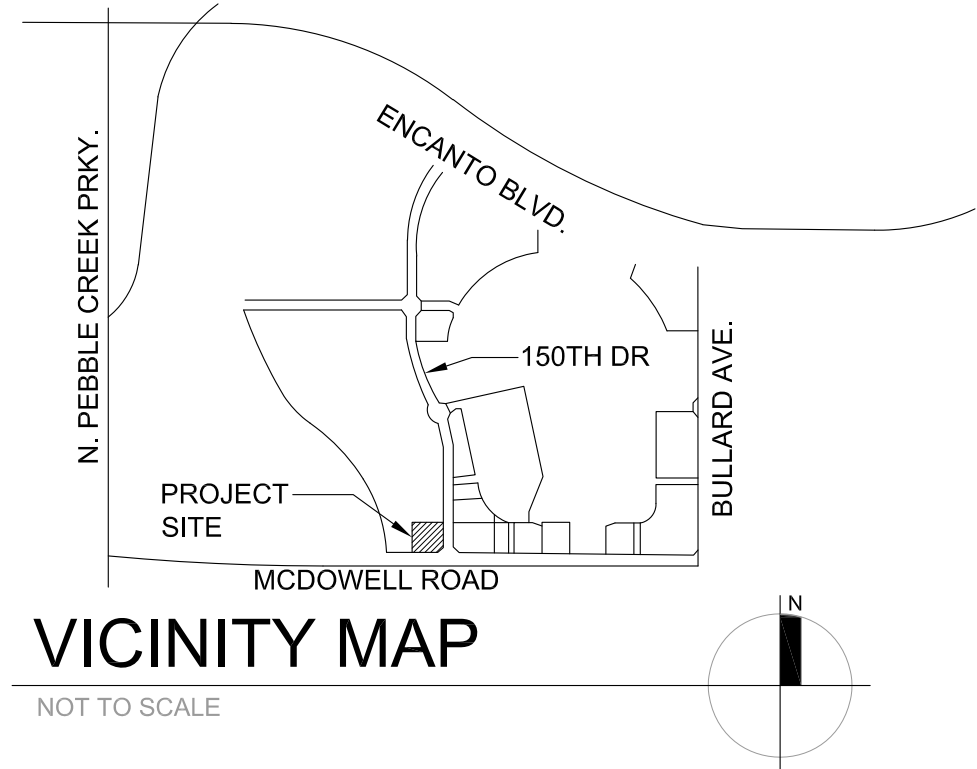
SHRUBS / ACCENTS		SIZE	QTY
	Hesperaloe x 'Sandia Glow' PP# 28910 Sandia Glow Red Yucca	3 Gallon	18
	Eremophila hygrophana Blue Bells	5 Gallon	99
	Dasyliiron acrotrichum Green Desert Spoon	5 Gallon	15
	Tecoma x 'Sparky' Sparky Tecoma	5 Gallon	17
	Hesperaloe parviflora Brakelights P.P.A.F..pub	5 Gallon	37
	Muhlenburghia rigens Deer Grass	5 Gallon	131
	Caesalpinia mexicana Mexican Bird of Paradise	5 Gallon	20
	Eremophila maculata 'Valentine' Valentine Bush	5 Gallon	22
	Nolina microcarpa Bear Grass	5 Gallon	14
	Leucophyllum frutescens 'Compacta' Compact Texas Sage	5 Gallon	54
	Hesperaloe funifera Giant Hesperaloe	5 Gallon	11
	Hesperaloe parviflora 'Red' Red Yucca	5 Gallon	24
	Calliandra eriophylla Pink Fairy Duster	5 Gallon	50
	Pyracantha crenulata Staked Pyracantha - Espalier to Trellis	5 Gallon	48

GROUND COVER		SIZE	QTY
	Eremophila glabra 'Mingenew Gold' Outback Sunrise Emu	5 Gallon	149

INERT MATERIALS

	Decomposed Granite 3/4" Screened Rock Pros Mahogany 2" Depth in all Landscape Areas Root Barrier - To be Installed Parallel to Utility Line for Trees within 7' Product - Biobarrier by Typar or Approved Equal (Install Per Manufacturer Spec) Non Grouted Rip Rap - 3"-8" Rock Pros Mahogany 3" Minimum Depth; Bury 2" into the Grade
---	---

SUBMIT SAMPLES OF ALL INERT MATERIAL TO LA FOR APPROVAL



ALL ON-SITE LANDSCAPE MAINTAINED BY OWNER			
LANDSCAPE CALCULATIONS			
NET Site Area (These Plans Only)	56,790 sq.ft.		
	1.30 acres		
Landscape Area Required	5,679 sq.ft.	10%	
Landscape Area Provided	23,392 sq.ft.	41%	
Landscape Calcs (10% landscape area required)			
Existing Landscape Area	0 sq.ft.	0 %	
City Maintained Landscape Area	0 sq.ft.	0 %	

ALL ON-SITE LANDSCAPE MAINTAINED BY OWNER; NO MAINLINE WILL BE INSTALLED WITHIN RIGHT OF WAYS OR PUE.

PRODUCT: BIOBARRIER BY TYPAR OR EQUAL ROOT BARRIER

GOODYEAR CIVIC SQUARE - SHAKE SHACK

W MCDOWELL RD AND N 150TH DRIVE

GOODYEAR, AZ

CITY OF GOODYEAR: NOTES FOR LANDSCAPING GENERAL

- A. ALL GENERAL NOTES SHALL APPLY.
- B. SUBSTITUTIONS IN TYPE, AND/OR DEVIATION IN SIZE OR QUANTITY FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GOODYEAR. CONTACT THE CITY LANDSCAPE TECHNICIAN REGARDING ALL PLANTING AND IRRIGATION SUBSTITUTIONS (623-882-7879).
- C. ALL SIGNS AND MONUMENT WALLS AND SITE LIGHTING REQUIRE A SEPARATE BUILDING APPROVAL.
- D. ALL FIRE HYDRANTS SHALL REQUIRE A 7-FOOT CLEARANCE IN ALL DIRECTIONS TO ANY NEW OR EXISTING LANDSCAPE.
- E. ALL PLANT MATERIAL LOCATED IN THE PUBLIC RIGHT-OR-WAY OR CITY OF GOODYEAR MAINTAINED AREAS IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST FOR THE PHOENIX ACTIVE MANAGEMENT AREA.
- F. ALL PLANT MATERIAL AND SPECIFICATIONS ARE TO CONFORM TO THE ARIZONA NURSERYMAN'S ASSOCIATIONS CURRENT STANDARDS.
- G. CONTRACTOR TO ENSURE A ONE-FOOT CLEARANCE BETWEEN THE SIDEWALK AND MATURE TREE CANOPY.
- H. PLANT LEGEND PROVIDED FOR CONTRACTORS'S CONVENIENCE. CONSTRUCTION PLANS TAKE PRECEDENCE.
- I. A 10-FOOT CLEARANCE SHALL BE MAINTAINED BETWEEN A TREE TRUNK AND A UTILITY LINE.
- J. ALL EXISTING LANDSCAPE AND IRRIGATION SYSTEMS THAT ARE DESIGNATED TO REMAIN ON THE APPROVED LANDSCAPE PLANS SHALL NOT BE DAMAGED OR DESTROYED DURING CONSTRUCTION. ANY DAMAGE THAT DOES OCCUR DURING CONSTRUCTION SHALL BE REPLACED IN KIND BY THE CONTRACTOR.
- K. SIDEWALK AND PAVING CONSTRUCTION THAT ARE PART OF THE LANDSCAPE IMPROVEMENTS SHALL BE IN COMPLIANCE WITH ALL ON-SITE PAVING AND MEETING DESIGN AND CONSTRUCTION REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT.
- L. PRIOR TO ACCEPTANCE OF ANY BACKFLOW DEVICE, EACH DEVICE SHALL BE TESTED BY A STATE CERTIFIED TESTER AND THE RESULTS PROVIDED TO THE CITY.
- M. UTILITY BOXES, METERS, AND VAULTS SHALL BE LOCATED IN THE R.O.W. AND WILL NOT BE PERMITTED IN ANY STREET MEDIAN.
- N. "AS-BUILT" DRAWINGS, CERTIFIED BY THE DEVELOPER'S LANDSCAPE ARCHITECT, SHALL BE SUBMITTED AND APPROVED PRIOR TO THE ISSUANCE OF A BUILDING "CERTIFICATE OF OCCUPANCY".
- O. LANDSCAPE AREAS THAT WILL BE MAINTAINED BY THE CITY PARKS DEPARTMENT SHALL BE CLEARLY IDENTIFIED ON THESE PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS.

EXISTING LANDSCAPING AND IRRIGATION NOTES:

1. SITE VERIFY ALL EXISTING CONDITIONS PRIOR TO BIDDING. ANY DISCREPANCIES ARE TO BE BROUGHT TO THE LANDSCAPE ARCHITECT IMMEDIATELY.
2. ALL PLANT MATERIAL DESIGNATED AS "EXISTING TO REMAIN" SHALL BE PROTECTED DURING ALL PHASES OF CONSTRUCTION. ANY TREE THAT DIES DUE TO LACK OF WATER, MAINTENANCE/CARE, NEGLECT OR VANDALISM SHALL BE REPLACE BY A LIKE TYPE TREE 48" BOX MINIMUM. ALL SHRUBS AND GROUND COVER SHALL BE REPLACED WITH 5 GALLON PLANTS. AT NO ADDITIONAL COST TO THE OWNER.
3. LANDSCAPE AREAS DISTURBED BY NEW CONSTRUCTION SHALL BE REPAIRED WITH NEW DECOMPOSED GRANITE MATCHING EXISTING. BLEND ALL DISTURBED AREAS WITH UNDISTURBED SO THERE IS A SMOOTH TRANSITION BETWEEN ALL EDGES. REPLACE ALL DISTURBED, BROKEN OR DAMAGED HEADERS WITH MATCHING TYPE.
4. ALL EXISTING PLANT MATERIAL AND ADJACENT PLANT MATERIAL SHALL HAVE UNINTERRUPTED WATERING DURING ALL PHASES OF CONSTRUCTION. THIS SHALL INCLUDE BUT NOT BE LIMITED TO: HAND WATERING, TEMPORARY ABOVE GROUND IRRIGATION, EXISTING SYSTEM ETC....
5. EXISTING IRRIGATION SYSTEM SHALL BE PROTECTED, MAINTAINED AND REPAIRED DURING ALL PHASES OF CONSTRUCTION. IF THE EXISTING SYSTEM IS TIED INTO ADJACENT PROPERTIES. ALL EQUIPMENT SUCH AS MAINLINE, WIRES, LATERALS, HEADS, VALVES ETC... SHALL BE REPAIRED AND REPLACED TO MAINTAIN CONTINUOUS WATERING.
6. PROVIDE NEW SCHEDULE 40 SLEEVES AT ALL NEW DRIVES (SEE SLEEVE SCHEDULE)
7. ALL EXISTING TO REMAIN TREES AND SHRUBS, SHALL BE SELECTIVELY PRUNED PER LANDSCAPE ARCHITECTS DIRECTIONS, AND GUARANTEED 100% IRRIGATION COVERAGE DURING ALL CONSTRUCTION PHASES.
8. ALL EXISTING SHRUBS WITHIN THE SIGHT DISTANCE LINES AND VISIBILITY TRIANGLES SHALL BE SELECTIVELY PRUNED TO A MAXIMUM HEIGHT OF 30".
9. ALL EXISTING TREES WITHIN THE SIGHT DISTANCE LINES AND VISIBILITY TRIANGLES SHALL HAVE ITS CANOPY BE LIFTED TO A CLEAR HEIGHT OF 7'.
10. LANDSCAPE CONTRACTOR SHALL BORE UNDER EXISTING SIDEWALK RATHER THAN SAW CUT TO PLACE NEW SLEEVES.
11. L.C. AND G.C. ARE RESPONSIBLE FOR LOCATING ALL EXISTING IRRIGATION SLEEVES PRIOR TO SETTING ANY PAVERS AND/OR CONCRETE.

GENERAL BUILDING FOUNDATION / IRRIGATION NOTES:

POSITIVE DRAINAGE NEEDS TO BE MAINTAINED FROM THE BUILDINGS EXTERIOR WALLS FOR A MINIMUM OF 10'. NO IRRIGATED LANDSCAPE MATERIALS WITHIN THE FIRST 3' NEXT TO THE BUILDING FOUNDATION. WITHIN 3'-5' OF THE BUILDING FOUNDATION ONLY LANDSCAPE MATERIALS THAT CAN BE IRRIGATED WITH A 1 GPH EMITTER ARE ALLOWED. ANY LANDSCAPE MATERIALS REQUIRING AN EMITTER GREATER THAN 1GPH, INCLUDING TURF SHALL BE A MINIMUM OF 5' FROM THE OUTSIDE FACE OF THE BUILDING FOUNDATION. ALL IRRIGATION LINES, OTHER THAN THOSE SUPPLYING INDIVIDUAL EMITTERS SHALL NOT BE PLACED WITHIN 5' OF THE BUILDING FOUNDATION.

PROJECT TEAM

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CLP.01
of 1



Aerial Exhibit

23-300-00004 GSQ Shake Shack



Convenience Use within Goodyear Civic Square at Estrella Falls Use Permit (Drive-Thru)

Council Meeting
April 29, 2024



Location



NORTH GOODYEAR

- Goodyear Civic Square
(At Estrella Falls)
 - Northwest Corner of West McDowell Road and North 150th Drive
 - 1.46-acres
 - Zoned PAD as a part of Goodyear Civic Square (Commercial)



Specific Location



ZOOMED IN

- North
 - South Parking Garage in Civic Square
- East
 - Cheddars as well as Harkins at Estrella Falls
- West
 - Vacant Lot and The Market at Estrella Falls
- South
 - Vacant County Flood Control Lot



Zoning History



GOODYEAR CIVIC SQUARE AT ESTRELLA FALLS

- Rezoned to PAD in July 2019
- Southern Portion zoned with Commercial uses
- Drive through use requires Use Permit



Proposal



CONVENIENCE USE DRIVE-THROUGH

- 3,150 Square feet
- Dual Drive-Through



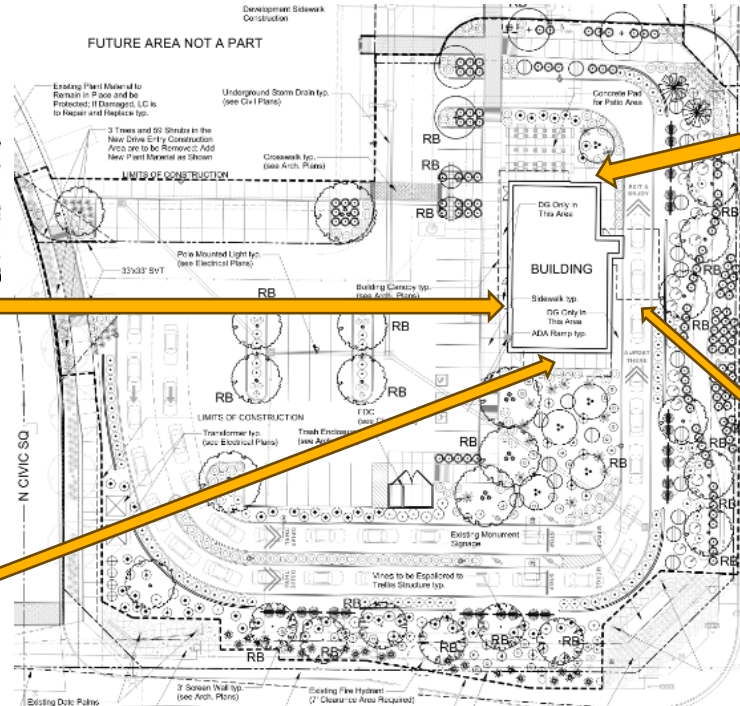
WEST ELEVATION

Facing N Civic Square



SOUTH ELEVATION

Facing W McDowell Rd.



NORTH ELEVATION

Facing Future Desert Flower Dr



EAST ELEVATION

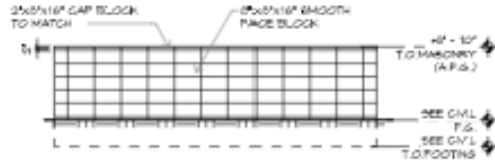
Facing N 150th Dr

Proposal

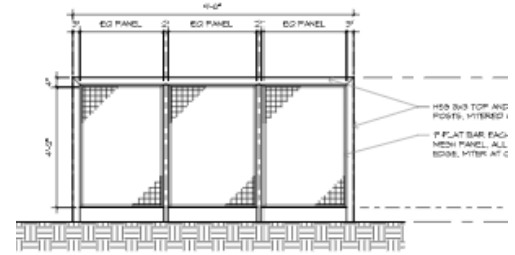
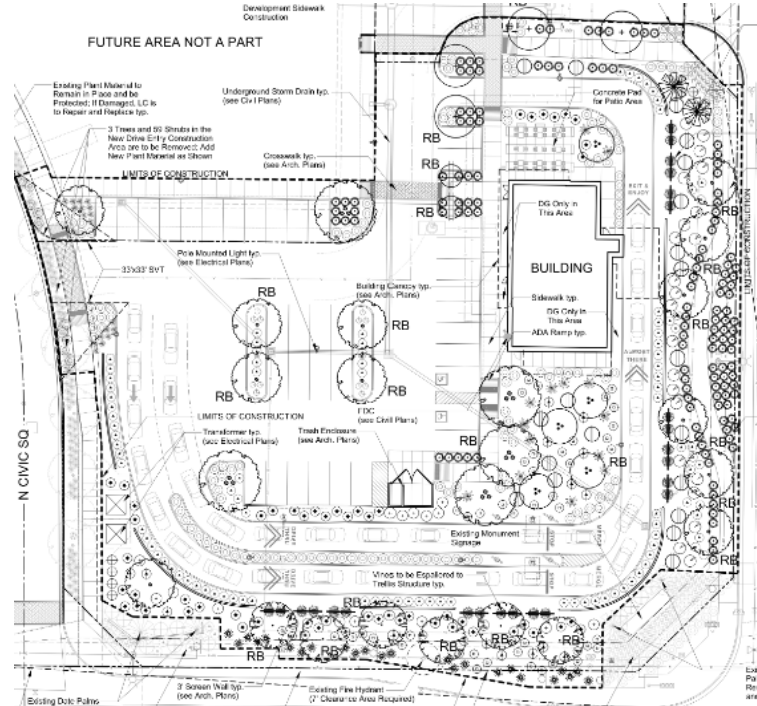


CONVENIENCE USE DRIVE-THROUGH

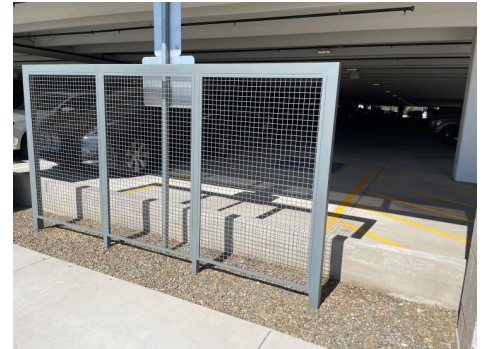
- 2 Types



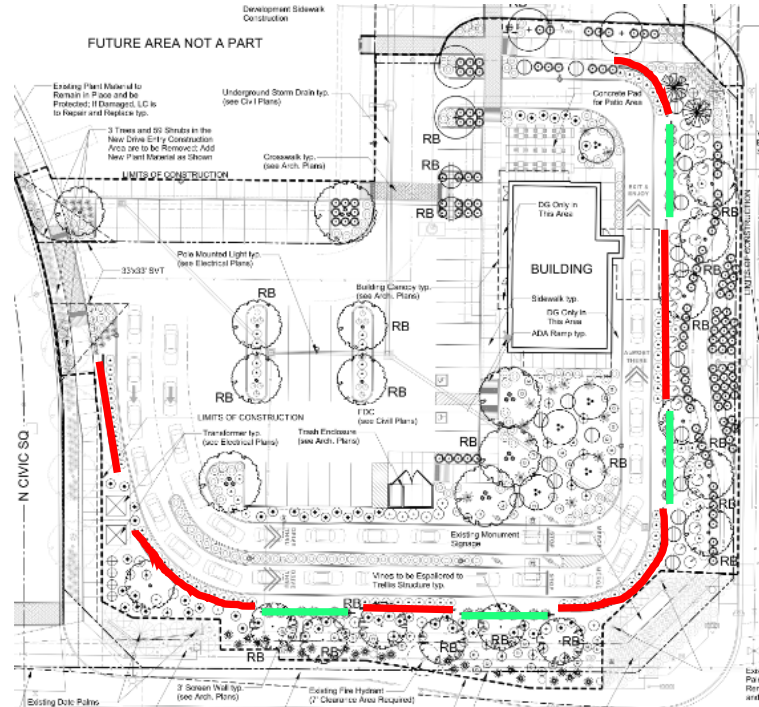
2 MASONRY PARKING SCREEN WALL ELEV.
SCALE: 1/4" = 1'-0"



1 TYP. STEEL SCREEN PANEL
SCALE: 1/4" = 1'-0"



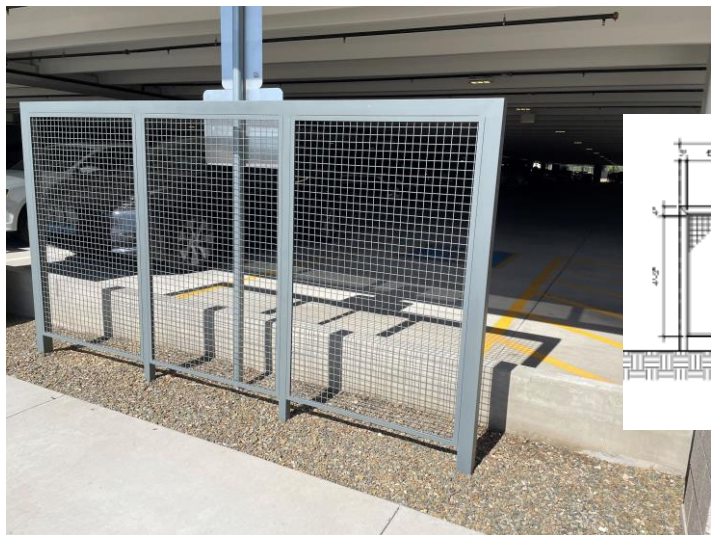
- 2 Different Forms of screening



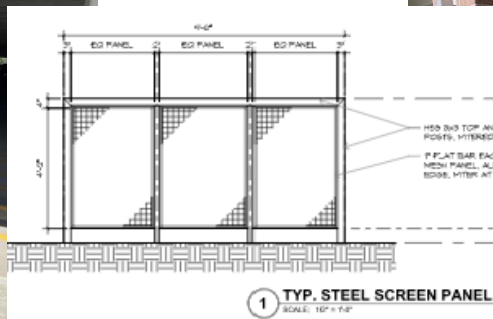
Steel Screen Panel



FROM BUILT TO GROWN



When Built



When Grown

Access Points



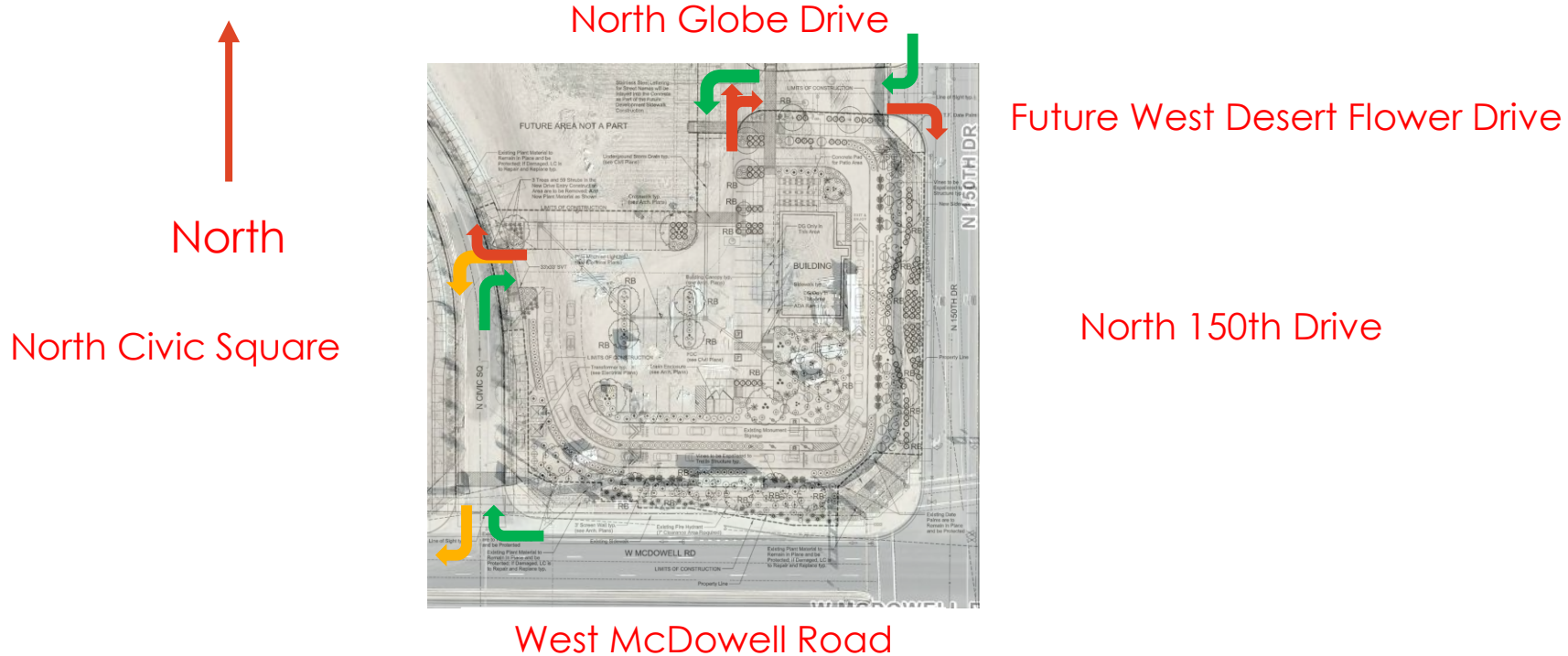
AERIAL OF SITE



Access Points



SITE PLAN ENLARGED



Recommendation



APPROVE SUBJECT TO STIPULATIONS

- Proposed Stipulations
 - Bike Racks
 - Landscaping and Screening
 - Drive-Through Canopy



North Elevation



East Elevation



South Elevation



West Elevation



ITEM #: 13.
DATE: 04/29/2024
AI #:1865



CITY COUNCIL ACTION REPORT

SUBJECT: FY2024-2025 ACTION PLAN FOR HOUSING & URBAN DEVELOPMENT (HUD) COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM

STAFF PRESENTER(S): Christina Panaitescu, Community Partnerships Program Manager

SUMMARY

Conduct a public hearing to receive input on the draft FY2024-2025 Action Plan for the HUD CDBG program. Comments on the draft plan will be incorporated into the final document, which will be brought to Council for adoption in May.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of Community

RECOMMENDATION

Collect public comment on the draft FY2024-2025 Action Plan for the HUD CDBG program. (Christina Panaitescu, Community Partnerships Program Manager)

FISCAL IMPACT

Once adopted, the Annual Action Plan will guide how CDBG grant revenue can be expended. CDBG funds do not require a match from the city. The revenues and expenditures associated with this item have been included in the recommended fiscal year 2025 budget in the amount of \$397,800. Any additional carry forward amounts will be adjusted for the tentative budget.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear began receiving a direct CDBG entitlement in city fiscal year (FY) 2022.

CDBG funds may be used for a variety of activities that meet the needs of low- and moderate-income (LMI) residents and neighborhoods, and vulnerable populations as defined by HUD. Eligible activities fall into four broad categories:

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development

4. Quality Affordable Housing

Activities must also address Congress' primary CDBG objective to improve communities, principally for LMI residents by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

At a March 18, 2024, work session, Council directed that the FY2024-2025 CDBG funds be utilized to design, purchase, and install as many as 17 streetlights along Litchfield Road in front of the Historic Goodyear Neighborhood and for CDBG program administration.

STAFF ANALYSIS

The city anticipates receiving approximately \$397,718 of CDBG funds, 80% of which will be used for community facilities and infrastructure activities and 20% will be used for program administration and planning. If the Goodyear allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased. \$14,508.51 remaining from the FY23 community facilities activity will be reprogrammed for this activity in addition to FY25 funds.

Community Facilities and Infrastructure (\$318,175 estimated +\$14,508.51) Litchfield Road Streetlight Project: Design, purchase, and install as many as 17 streetlights along Litchfield Road in front of the Historic Goodyear Neighborhood.

Program Administration (\$79,543 estimated)

Twenty percent of the total CDBG allocation will be set aside for administrative activities such as:

- Complying with federal regulations regarding environmental review, federal labor standards, financial management, and procurement, including policies regarding Minority-and Women-owned business enterprises and employment of low- and moderate-income residents;
- Promoting the principles of fair housing and educating the community about the dangers of lead-based paint;
- Assessing neighborhood and housing conditions to evaluate the benefits of revitalization activities;
- Assessing the need for human and public services to address the needs of vulnerable populations and Goodyear residents living in poverty; and
- Establishing application and monitoring systems.

This draft was made available for public comment on the city's website at www.goodyearaz.gov/cdbg beginning on March 26 and will remain open to comment through April 29, 2024.

The Council will consider adopting the final FY2024-2025 Annual Action Plan at the May 6, 2024, Council meeting, enabling staff to meet the May 15 submission deadline from HUD.

Attachments

Presentation
DRAFT FY25 Annual Action Plan



Agenda

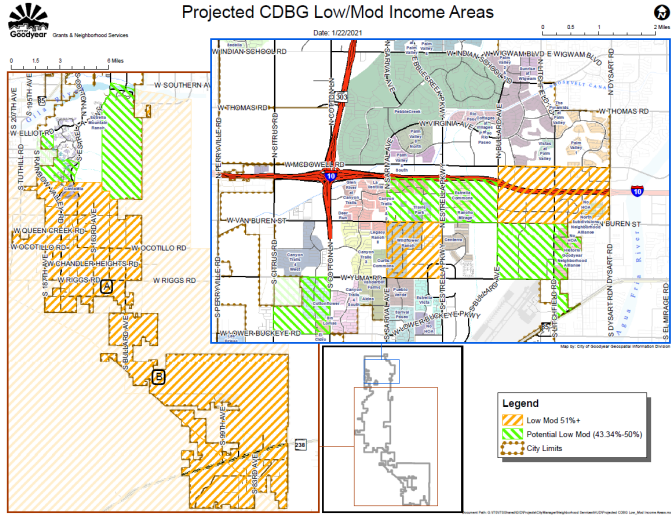


- FY2022-2026 Five-Year Consolidated Plan
- FY2025 Annual Action Plan
- Next Steps

CDBG Planning 101



National Objective: Benefit low- and moderate- income persons



Presumed Benefit:

- Abused children
- Battered spouses
- Elderly persons
- Severely disabled adults
- Homeless persons
- Illiterate adults
- Persons living with AIDS
- Migrant farm workers

Five-Year Consolidated Plan



FY2022-2026 Priorities

National Objective: Benefit low- and moderate- income persons

Goodyear Priorities:

- High Priority Activities (likely to be funded with CDBG in the next five years)
 - Community Facilities and Improvements
 - Public Services
 - Program Administration
- Low Priority Activities (may be funded as opportunities arise)
 - Attainable and Sustainable Housing
 - Economic Development

Identifying Potential Activities



Initial Public Meeting January 16, 2024



- 7 Residents Online/In-Person
- January Faith & Community Roundtable
- Broadband Service Providers
- Department Directors
- Public Services
- Attainable and Sustainable Housing
- Community Facilities & Infrastructure

FY2025 CDBG ACTIVITY



FY2025 CDBG PROPOSED ACTIVITIES



\$397,718 Estimated Entitlement (+\$14,409.51 carryover for community improvements)



Up to 17 streetlights along
Litchfield Rd. in front of
Historic Goodyear
Neighborhood

Program Administration – 20%
Community Improvements – 80%

Next Steps

Stay up-to-date at: goodyearaz.gov/cdbg

- January 16: Initial Public Meeting
- March 18: Council Work Session
- Mar. 29 – Apr. 29: Public Comment Period
- ★ April 29: Public Hearing @ Council Meeting
- May 6: Council Meeting to Authorize Submission
- Submit Plans to HUD by Deadline
- HUD Approves Plan and Funds Available After July 1

The FY2024-2025 Action Plan describes the planned uses of CDBG entitlement funding for activities benefitting low-income and special needs populations throughout Goodyear for the period beginning July 1, 2024, and ending June 30, 2025.

The City anticipates receiving approximately \$397,718, 80% of which will be used for community facilities and improvements and 20% for program administration and planning.

If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

2024-2025 Annual Plan

Community Development Block Grant

DRAFT

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan is required by the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. The primary purpose of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low-and-moderate (LMI) people, households, and neighborhoods.

The Annual Plan establishes priorities for the investment of CDBG funds by the city of Goodyear. It is designed to guide HUD-funded housing, homelessness, and community development policies and programs for the period beginning July 1, 2024, and ending June 30, 2025. The plan describes needs, resources, goals, strategies, and objectives to assist Goodyear's LMI residents and households as defined by HUD. Data quantifying LMI households is contained in the City's 5-year HUD Consolidated Plan.

In developing the Annual Plan, the City referred to the 5-year goals for the use of CDBG funds established in the Consolidated Plan, as well as strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders.

2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

Based on data and public and stakeholder input, the following priority needs were set forth in the Consolidated Plan:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration

Activity goals were established in each of these areas for a period of five years.

3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

This is the City's fourth year as an entitlement community. The City's PY2021 Community Facilities and Improvements project in Goodyear's North Subdivisions had suffered some delays due to supply chain issues. Existing streetlights were successfully removed and replaced with improved LED fixtures and bollard lighting has been installed along a neighborhood pathway to improve safety in the neighborhood. The streetlights are energized and operational. The bollards are in place and will be operational, pending the arrival and installation of one last part (meter pedestals). All PY21 CDBG funds have been expended.

Phase II of the Community & Neighborhood Services Master Plan, centered on neighborhoods, was adopted by Council on May 8, 2023. The process helped to inform the PY2023 Community Facilities and Improvements project for Palmdale Park improvements.

The PY2022 Community Facilities and Improvements project, renovations of a Child Development Center at New Life Center, were completed in January 2024. An open house was held in February 2024.

Contracting for the PY2023 Palmdale Park Improvements is underway, with work anticipated to begin late Summer and be completed by first quarter FY2024-2025.

4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

The Citizen Participation Process and consultation process for this plan included:

Initial Public Meeting, January 16, 2024

City Council Work Session, March 18, 2024

Public comment period for the draft action plan from March 29, 2024, through April 29, 2024

Public Hearing at Council Meeting, April 29, 2024

Council Meeting to adopt the Annual Action Plan by Resolution, May 6, 2024

Local broadband providers were engaged via email and the faith and nonprofit community members were provided a presentation and opportunity to propose activities at the February 13, 2024, Goodyear Faith & Community Roundtable.

There was a total of seven in-person and online attendees at the January 16, 2024, Initial Public Meeting. Faith & Community Roundtable members were also consulted at their February 2024 meeting.

Several eligible activity suggestions centering largely on capital community improvement-type projects, like enhancements to our parks and connectivity such as sidewalks and pathways, emerged.

The broadband service providers, COX Communication and Verizon, expressed an interest in partnering on a public service activity to subsidize the access cost for low-income residents.

City department directors were consulted for feedback and given an opportunity to weigh in on how suggestions aligned with their department-level planning and prioritization and staff capacity to tackle a project in this upcoming fiscal year.

Activities that emerged included an ambulance for station 181, a street light project on Litchfield Rd in the Historic Goodyear neighborhood, and a variety of projects that are planned for future fiscal years. This insight will be helpful for future program year planning efforts.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

Comments will continue to be collected from the public through April 29, 2024, and this section will be updated to include any additional comments at the close of the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

Any comments or views not accepted will be added at the close of the public comment period.

7. Summary

Citizen and stakeholder input and the priorities, goals and objectives previously identified in the Consolidated Plan were contemplated in the development of the Annual Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator		City Manager's Office

Table 1 – Responsible Agencies

Narrative (optional)

The city of Goodyear Neighborhood Services Division is responsible for preparing CDBG planning documents, including this Annual Plan, and administering Community Development Block Grant (CDBG) funds from the US Department of Housing and Urban Development.

Consolidated Plan Public Contact Information

Questions regarding the Consolidated Plan, Annual Action Plan, or the use of CDBG funds may be directed to:

Christina Panaitescu, Community Partnerships Program Manager

City of Goodyear

1900 N. Civic Sq.

Goodyear, AZ 85395

623-882-7804

Christina.Panaitescu@goodyearaz.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The city of Goodyear engages with community and faith organizations and the Maricopa Regional Continuum of Care for homelessness to collaborate resources and efforts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 to recognize and embrace the participation of laypersons representing not only the faith sector but also nonprofit partners, including public and assisted housing providers, and private and governmental health, mental health and service agencies. The primary purpose of the Roundtable is to collaborate resources to make a difference for those in need in the southwest valley.

To further enhance coordination, in 2023:

- the city launched a mental health pilot program to ensure access to appointments and underwrite the out-of-pocket expense for low- and moderate-income individuals.
- the Council approved an intergovernmental agreement with Maricopa County for the allocation of American Rescue Plan Act (ARPA) funds to support the development of affordable senior housing in Goodyear.

Further, Goodyear's community partnerships program manager is the current chairperson of the Maricopa Association of Governments (MAG) Human Services Technical Committee, serving the region.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Neighborhood Services representatives participate in Maricopa Association of Governments' (MAG) Local Jurisdiction Subcommittee, a regional effort to align the efforts of the Continuum of Care with the work of Pathways Home.

More directly, the City participates with the Maricopa Regional Continuum of Care to conduct an annual point-in-time count of individuals and families experiencing homelessness in Goodyear. Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission.

Phoenix Rescue Mission may provide shelter and services or refer individuals and families to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single-adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources, including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The city of Goodyear is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	City of Goodyear
	Agency/Group/Organization Type	Services - Victims Agency - Management of Public Land or Water Resources Agency - Emergency Management Other government - Local Civic Leaders Grantee Department
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Ideas that emerged from discussions with various department directors and staff included: Improving the ADA ramps in Cottonflower to meet current standards (though it was determined that this should occur after an anticipated pavement project), installing streetlights on Litchfield Rd. in front of Historic Goodyear, purchasing an ambulance for Station 181, and widening or eliminating gaps in sidewalks.
2	Agency/Group/Organization	Cox Communications
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An invitation from the city's government relations manager was extended for consultation led to the suggestion of a public service activity to fund monthly internet grants to qualified residents.
3	Agency/Group/Organization	Verizon Wireless
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide

	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An invitation from the city's government relations manager was extended for consultation led to a presentation on a fee structure for a potential public service project to provide Jetpacks and fixed wireless access (FWA) to low-/moderate-income residents, as well as an invitation to alert the city of any plans for increasing or improving coverage/new tower projects that may emerge in area-benefit-eligible communities.
4	Agency/Group/Organization	Century Link
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An invitation from the city's government relations manager was extended for consultation. No interest was expressed.
5	Agency/Group/Organization	Goodyear Faith and Community Roundtable
	Agency/Group/Organization Type	Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-Victims of Domestic Violence Services-homeless Services-Health Services-Education Services-Employment Health Agency Child Welfare Agency Business and Civic Leaders Faith leaders and nonprofit outreach workers

	What section of the Plan was addressed by Consultation?	Homelessness Strategy Non-Homeless Special Needs Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	A presentation was made at the February roundtable meeting. Participants were invited to present their suggestions and participate in the public input process throughout the planning process.
6	Agency/Group/Organization	T-Mobile
	Agency/Group/Organization Type	Services - Broadband Internet Service Providers Services - Narrowing the Digital Divide
	What section of the Plan was addressed by Consultation?	Market Analysis Economic Development Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	An invitation from the city's government relations manager was extended for consultation. No interest was expressed.

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were given the opportunity to provide input.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Regional Continuum of Care	Point-in-Time Count and Housing (Beds) Inventory Count; Shared goals for assisting individuals and families experiencing or at risk of homelessness
Goodyear 2019 Community Assessment	City of Goodyear	Shared vision for assisting Goodyear's most vulnerable residents
Goodyear 2025 General Plan	City of Goodyear	Goals to provide housing, services and economic opportunity for Goodyear's residents.

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Focus on Success Economic Development Action Plan	City of Goodyear	Strategic priorities for economic development.
FY2025-2027 Strategic Plan	City of Goodyear	Promoting a quality environment to enhance community prosperity.
Community and Neighborhood Services Master Plan	City of Goodyear	Intended to guide future planning and investments in the provision of human services and neighborhood/resident engagement.
2021 Avondale Goodyear Transit study	Maricopa Association of Governments	Identified opportunities for fixed-route bus service improvements and evaluated the suitability for new flexible public transit options and capital investments.
2023 Transportation Master Plan	City of Goodyear	The Plan addresses all transportation modes in Goodyear: vehicular, nonmotorized, micromobility, transit, and aviation, and provides the City with direction on specific improvements to enhance the ability of residents and visitors to navigate the community.
2023 Parks & Recreation Master Plan	City of Goodyear	Prioritizes resource allocation decisions for existing and new facilities as well as programs, services, and overall maintenance of the system

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

All agency types were provided an opportunity to give input into the Annual Action Plan, including broadband providers and agencies responsible for addressing natural disaster hazards.

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Staff conducted the initial public meeting on January 16, 2024, to provide members of the public with an overview of national objectives and local priorities outlined in the Consolidated Plan. At that time, the public was provided examples of activities that could be provided for Council consideration and invited to help the City identify any other needs that may be met through activities funded through CDBG investment.

Council contemplated and prioritized eligible activities at a March 18 work session.

All public meetings and public hearings were hybrid, allowing for both in-person and virtual participation to broaden opportunities for citizen participation. The public was notified by legal advertisements, our website, the electronic newsletter “Good Neighbor Alert,” and the social media app Nextdoor.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	Non-targeted/broad community	The newspaper ad ran in the Arizona Republic on March 13, 2024, advertising the public comment period of March 29 - April 29, 2024 and the public hearing on April 29, 2024.			

2	Public Meeting	Non-targeted/broad community	<p>The first public meeting occurred on January 16, 2024, with 7 residents participating online or in-person at Goodyear Recreation Campus. Additionally, Faith & Community Roundtable members, broadband service providers, and city department directors were engaged, to brainstorm activities for funding. Several public service type activities and community facilities and infrastructure</p>	<p>Public Services suggestions such as financial assistance for residents to get internet access via Cox or Verizon, youth programs for teens at risk, drug prevention resources, and transition program for homeless. Community facilities and infrastructure projects included: opening up Harrison, widening sidewalks in Wildflower, adding the connection walkways from the park to the</p>	All comments were accepted.	
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Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
			projects were suggested.	school in Wildflower and improving the ramps in Cottonflower. Also contemplated: the ambulance for Station 181, down payment assistance. One suggestion: Upgrading school bathrooms was not an eligible activity.		

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
3	City Council Work Session	Non-targeted/broad community	March 18, 2024, Council Work Session was open to the public, broadcast via the internet, and recorded. The Council was receptive and supportive of the suggested activity for inclusion in the PY24 Plan.	Not applicable		
4	Public Hearing	Non-targeted/broad community	To be held on April 29, 2024.			
5	Internet Outreach	Non-targeted/broad community	The draft plan was published on the City's website beginning March 29, 2024, to be replaced by the submitted plan to facilitate convenient public access.			http://www.goodyearaz.gov/cdbg

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the city of Goodyear is classified as an entitlement community. This means that Goodyear does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, Goodyear must complete a Consolidated Plan every five years and an Annual Action Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The city of Goodyear PY24 CDBG Allocation is being estimated at \$397,718 for planning purposes. In the event that the city receives an allocation higher or lower than the estimated amount, funding for all proposed activities will be increased or decreased proportionate to the increase or decrease in the actual allocation amount.

The actual amount will be included in the final plan, when allocations have been officially communicated by HUD. Eighty percent (80%) will be assigned to an area-benefit, community facilities and infrastructure activity to design, purchase, and install as many as 17 streetlights along Litchfield Rd. in the Historic

Goodyear Neighborhood, and 20% will be applied to program administration.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	397,718	0	14,509	412,227	397,718	\$14,508.51 remaining from planned PY22 community facilities activity will be reprogrammed with PY24 funds.

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not have matching fund requirements.

CDBG funds continue to leverage Goodyear's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment and Community & Neighborhood Services (CANS) Master Plan – Phase I: Human Services.

Emerging from the CANS Plan:

- the GoodyearCares Navigator continues to help residents navigate a myriad of human and social services, providing case management and application preparation assistance
- a pilot home rehab program launched in the past year and has already approved five income-eligible Goodyear homeowners for construction services;
- a contract is in development to support the launch of a community garden at Wildflower Elementary School, serving an area-benefit community; and
- proposals are being accepted for pilot programs to increase access to evidence-based and trauma-informed mental health and/or substance use/misuse services provided to Goodyear residents within the city of Goodyear limits.

Additionally, the city has partnered with Maricopa County to share the cost of a Workforce Development Coordinator (WDC) to provide essential career services to Goodyear residents at the County's new Goodyear location. This collaborative effort offers residents an easily accessible location to work with an on-site career advisor for job search assistance, resume development, and connections to job training programs. The WDC has been engaging local and regional employers and hosted the first job fair on March 6, 2024.

CDBG funds may also leverage Goodyear's partnership with the city of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage available federal resources, including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration.

DRAFT

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

The city does not presently have publicly owned land suitable for the identified needs.

Discussion

The city does not presently have publicly owned land suitable for the identified needs.

DRAFT

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Program Administration	2021	2025	Program Administration	Citywide	Program Administration	CDBG: \$79,543	Other: 1 Other
2	Community Facilities and Improvements	2021	2025	Non-Housing Community Development		Community Facilities and Improvements	CDBG: \$332,585	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit: 1015 Persons Assisted

Table 6 – Goals Summary

Goal Descriptions

1	Goal Name	Program Administration
	Goal Description	<p>CDBG is a complex grant program and requires extensive planning, administration, and oversight. Examples of administrative expenses include: those related to compliance with federal regulations, promoting the principles of fair housing, assessing neighborhood and housing conditions, and the need for human and public services, establishing application and monitoring systems, and technical assistance. These activities are subject to the 20% limitation under 24 CFR 570.200(g) and 24 CFR 570.489(a)(3).</p> <p>Matrix Codes:</p> <ul style="list-style-type: none"> • 20 Planning (24 CFR 570.205) • 21A General Program Administration (24 CFR 570.200(g) and 570.489(a)(3))
2	Goal Name	Community Facilities and Improvements
	Goal Description	<p>Funds will be utilized to design, purchase, and install as many as 17 streetlights along Litchfield Rd. in front of Historic Goodyear Neighborhood. This recommendation is an eligible activity and a tangible investment in enhancing the safety and infrastructure of the area-benefit community.</p> <p>Matrix Code:03K Street Improvements (24 CFR 570.201(c) or 42 USC 530(a)(2))</p>

Projects

AP-35 Projects – 91.220(d)

Introduction

PY24 projects will include program administration and community facilities and improvements.

Projects

#	Project Name
1	Litchfield Rd. Streetlight Project
2	PY24 Program Administration & Planning

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects. As a relatively new entitlement community, Goodyear has an emerging institutional system for the delivery of services, housing and community development programs and projects.

AP-38 Project Summary

Project Summary Information

No.	Project	Goals Supported	Geographic Areas	Needs Addressed	Funding
1	Litchfield Rd. Streetlight Project	Community Facilities and Improvements		Community Facilities and Improvements	CDBG : \$332,585
	Description	Funds will be used for the design, purchase, and installation of as many as 17 streetlights along Litchfield Rd. in front of Historic Goodyear Neighborhood.			
	Target Date for Completion	06/30/2025			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	As estimated 1,015 low-/moderate-income individuals reside in the activity service area.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Litchfield Road, roughly between East La Canada Boulevard and East Santa Cruz Drive			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Entitlement funds will be used to design, purchase, and install as many as 17 streetlights along Litchfield Road, roughly between East La Canada Boulevard and East Santa Cruz Drive, in front of the Historic Goodyear Neighborhood.			

2	PY24 Program Administration & Planning	Program Administration	Citywide - Local Target area	Program Administration	CDBG : \$79,543
	Description	CDBG is a complex grant program and requires extensive administration and oversight. Examples of administrative expenses include: those related to compliance with federal regulations, promoting the principles of fair housing, assessing neighborhood and housing conditions, and the need for human and public services, establishing application and monitoring systems, and technical assistance.			
	Target Date for Completion	06/30/2025			
	Estimate the number and type of families that will benefit from the proposed activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Program adminstratin has no direct beneficiaries.			
	Location Description (additional information for this discussion may be available on the AP-36 Project Detail screen)	Goodyear, AZ			
	Planned Activities (additional information for this discussion may be available on the AP-36 Project Detail screen)	Examples of administrative expenses include: those related to compliance with federal regulations, promoting the principles of fair housing, assessing neighborhood and housing conditions, and the need for human and public services, establishing application and monitoring systems, and techncial assistance.			

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods. CDBG funds may be used citywide to address a CDBG national objective.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Allocating funds throughout Goodyear provides flexibility to address the greatest needs of LMI residents, households, and neighborhoods.

Discussion

No further discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city of Goodyear will be investing PY2024 CDBG resources in public facilities and infrastructure activities. No housing activities will be conducted.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The city of Goodyear will be investing PY2024 CDBG resources in public facilities and infrastructure activities. No housing activities will be conducted.

AP-60 Public Housing – 91.220(h)

Introduction

The city of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions planned during the next year to address the needs to public housing

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The city of Goodyear does not have a public housing authority, and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency shelter and transitional housing needs of homeless persons

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. In addition, the I-HELP program will continue to provide overnight emergency shelter and case management to assist people experiencing homelessness to move from crisis to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Phoenix Rescue Mission is contracted by the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Many individuals who are engaged are struggling with addiction and mental health issues and need support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly

funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.) designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Discussion

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes may be in imminent danger of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit."

The 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

- As a relatively young community, only limited programs are currently in place to address aging housing stock.
- The availability of funding, such as Community Development Block Grant funds, have steadily decreased over the years.
- Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
- Housing prices could increase in the future, causing housing to become unaffordable.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address local barriers to affordable housing and residential development during the next year the City will:

- Promote the principles of fair housing;
- Conduct an assessment of housing and housing-related services for low- and moderate-income households and special populations; and
- Update the General Plan.

Discussion:

Numerous outreach efforts, designed to understand community sentiments and guide the development of land use scenarios, General Plan goals, and policies, are underway and will continue through the summer of 2024. The General Plan will be sent to voters for final ratification on the May 2024 Special Election ballot.

Further, Phase III of the Community & Neighborhood Services Master Plan is anticipated to kick off in FY2024 and will focus on housing and housing-related services for low- and moderate-income

households and special populations.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the City established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The City has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the city of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. Despite an influx of one-time funding, insufficient funding and an emerging delivery system remain significant obstacles to meeting underserved needs, due to the temporary nature of the funding and the importance of sustainability. It is hoped that the pilot projects funded with these one-time funds will generate sufficient data to support future funding applications and investment from others.

Actions planned to foster and maintain affordable housing

The City will assess neighborhood conditions, including housing conditions and the need for increased maintenance and city services in LMI neighborhoods to provide the framework for programs and services that will foster and maintain affordable housing.

The city of Goodyear is part of the Maricopa County Regional Analysis of Impediments to Fair Housing Choice. To address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the City will:

- Review Goodyear fair housing complaints data from HUD to identify any patterns in lending discrimination, failure to make reasonable accommodations, and other discriminatory patterns to identify the need for local investments in education, public services and other vital community investments.
- Assess conditions in LMI neighborhoods to identify vital community investments.
- Promote fair housing education by providing information, participating with neighboring jurisdictions to promote fair housing education, and examining opportunities to provide

- financial literacy classes for prospective homebuyers.
- Report information to Maricopa County.

Actions planned to reduce lead-based paint hazards

The City will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

- Rehabilitation Projects. The City will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
- Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The City will invest community funding in services that promote the stabilization of people in crisis and access to economic opportunity as a forerunner to their movement out of poverty. The City will continue its economic development efforts, working cooperatively with employers, childcare providers, workforce investment agencies, and education agencies to promote jobs-based education and services to help lower-income households attain higher-wage employment.

Actions planned to develop institutional structure

The city of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. The City will continue to remain open to using CDBG funds for public services, while primarily leveraging the Community Funding program to expand available services to Goodyear residents. Additional one-time general fund resources have been identified to further support the implementation of pilot programs identified in phase I and II of the Community & Neighborhood Services Master Plan.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to work with the Faith and Community Roundtable to facilitate trust and expand the collaborative mindset that honors the contributions, needs, and perspectives of local service

providers.

Discussion:

No further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The City does not anticipate receiving any program income.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	0

Other CDBG Requirements

1. The amount of urgent need activities	0
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	70.00%

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The City does not anticipate receiving any program income.

ITEM #: 14.
DATE: 04/29/2024
AI #:1944



CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO GROUP HOMES

STAFF PRESENTER(S): David Williams, Contract Planner

OTHER PRESENTER(S):

N/A

SUMMARY

This is a staff-initiated request to amend Articles 2 and 3 of the Zoning Ordinance to align with best practices and address new and emerging trends and to update the regulations related to group homes.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Economic
Vitality



Sense of
Community

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1604, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2 SECTION 2-2 (DEFINITIONS), AMENDING SECTIONS 3-2-2 (PERMITTED USES) and 3-2-4 (SINGLE FAMILY – ADDITIONAL USE DEFINITIONS AND REGULATIONS) OF ARTICLE 3, RELATED TO DEFINITIONS, MINIMUM SEPARATION OF GROUP HOMES, AND ZONING CLEARANCE APPROVALS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (David Williams, Contract Planner)

FISCAL IMPACT

There is no direct budget impact associated with the approval of this Zoning Ordinance text amendment.

HOUSING IMPACT STATEMENT:

The probable impact on the housing inventory within the City of Goodyear will likely increase availability over time due to attrition of group homes closing and not being able to be replaced

due to buffer requirements. This would likely impact larger homes (4+ bedroom homes) to a greater degree than smaller homes (3 bedrooms and smaller).

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city. The current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time. The purpose of this text amendment is to add distancing requirements to all group homes as well as update definitions for clarity.

STAFF ANALYSIS

Current Policy:

The following policies contained within the City of Goodyear Zoning Ordinance are applicable and relevant to this requested text amendment:

- Article 2-2 (Definitions) currently defines what an Assisted Living Home is. The definition is dated and not reflective of state law changes and emerging trends in the industry. There is also no definition for a “single housekeeping unit”, which is a term that is not currently defined in the ordinance.
- Article 3-2-2 (Permitted Uses) indicates which uses are allowed by right, with a use permit, approvable with conditions, or are accessory to primary uses within specific zoning districts. The table reflects the language from Section 3-2-4 in tabular form and currently identifies that assisted living homes with 6 or fewer residents are allowed by right in the residential zoning districts with the exception of the MF-12 district. It further states that assisted living homes with 7-10 residents shall have a ¼ mile buffer between other Assisted living homes and that certain conditions must be met. The table goes on to also indicate that there is an opportunity for reasonable accommodation through a use permit process if an Assisted Living Home with 7-10 residents wishes to locate less than a ¼ mile from another home with 7-10 residents.
- Article 3-2-4 (Single Family – Additional Use Definitions and Regulations) allows for assisted living homes under certain criteria. Subsection B currently requires separation distances of 1,320 feet (1/4 Mile) between any Assisted Living Home with greater than 6 residents. There is currently no requirement for separation buffers for assisted living homes with 6 or fewer residents.

Details of the Request:

This request for text amendment is to modify certain definitions and standards related to assisted living homes. To achieve this intent, the text amendment proposes the following revisions:

- Amend Zoning Ordinance Section 2-2 (Definitions): Delete the term “Assisted Living Home” and its associated definition; add the term “Group Home” and its associated definition; change the term “Assisted Living Home” to “Group Home” throughout, and,
- Amend Zoning Ordinance Section 2-2 (Definitions): Add the term “Single Housekeeping

Unit” and its associated definition; and,

- Amend Zoning Ordinance Section 3-2-2 (Permitted Uses): Update Table 3-2-2 (Residential Districts Use Classifications) to amend the Group Living section to reflect the amended terms as defined in section 2-2 and as used in Section 3-2-4.
- Amend Zoning Ordinance Section 3-2-4 (Single Family – Additional Use Definitions and Regulations): amend subsection a, to add language that all group homes shall require a minimum separation; amend subsection b, (Assisted Living Homes) to change the use of the term “Assisted Living Homes” to “Group Homes” throughout the section, amend subsection d, to replace the term “business registration permit” with “business license” to reflect an update in city code; amend subsection g, to add the phrase “prior to opening” to clarify that permits are required from all agencies prior to opening a group home; add subsection h, which states how long a zoning clearance is valid, when an extension of a zoning clearance may be requested, when a new zoning clearance shall be required, and when a group home may begin operations.
- All existing group homes previously approved or operating in full legal conformance with all city and state requirements, including licensing requirements, are allowed to continue operation if the Group Home continues to comply with all applicable regulations, statutes and ordinances, including obtaining a new business license issued by the city. A grace period will be provided for group homes to apply for a business license and zoning clearances to review their existing rights.

Evaluation Criteria:

As previously noted, Section 1-3-1 (Amendments) of the Zoning Ordinance provides evaluation criteria for text amendments. The criteria and accompanying staff analysis (*italics*) are provided below:

A. Documentation indicating inconsistencies in terms of the Ordinance or problems and/or conflicts in implementation of specific sections of the Ordinance that will be resolved by the amendment;

This amendment is intended to bring the zoning ordinance into alignment with other valley cities related to group homes as well as treat all group homes equally and fairly with respect to Federal Fair Housing, and state statutes. This proposal amends the zoning ordinance to treat group homes in a similar manner. It also modifies definitions to make them easier to understand as well as modernizing language in addition to creating a new definition for “single housekeeping unit” where none existed before.

As proposed, this amendment will provide consistency and clarity with regards to the regulation of group homes in Goodyear.

B. Whether amendment is needed to respond to changes in the law, statutory or case law;

This text amendment is in response to inconsistencies between changes in law, statutory or case law. As previously noted, this change is being brought forward to align the city with best practices across the valley municipalities.

C. Whether amendment is needed to address zoning and/or development issues or to improve

processes for addressing such issues;

With this text amendment, inconsistency within the zoning ordinance and best practices will be addressed.

D. Whether amendment will to promote implementation of goals and objections of the City's General Plan;

In General Plan Objective CC-1-1. Create and foster complete neighborhoods places a range of housing options is included. Group homes would be included as part of those housing options.

Under Goal CC-8, quality social services, while not specifically enumerated, group homes serve a valuable service in providing access to healthcare at a residential level. These businesses help residents with disabilities covered by the American with Disability Act (ADA) and are also covered under Federal Fair Housing. This text amendment helps ensure compliance with those objectives and rules.

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

The text amendment should not have any adverse impacts on the general health, safety or welfare of citizens or the general public. The proposed text amendment aligns Goodyear with best practices as well as ensuring consistency with group home regulations.

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

This Zoning Ordinance text amendment requires public hearings before the Planning & Zoning Commission and City Council. Notice for these public hearings included a full-size legal notice published in the Arizona Republic on March 29, 2024. Information on this text amendment was also posted to the current development applications section of the city's website.

On April 17, 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 of the Ordinance. The discussion was brief and the only question that was asked was related to any changes to the building code. Staff clarified that there would be no changes to the building code as part of this request.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on April 29, 2024 appeared in the Arizona Republic West Valley Edition on March 29, 2024.

Attachments

Draft Ordinance 2024-1604

Staff Presentation

ORDINANCE NO. 2024-1604

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2 SECTION 2-2 (DEFINITIONS), AMENDING SECTIONS 3-2-2 (PERMITTED USES) AND 3-2-4 (SINGLE FAMILY – ADDITIONAL USE DEFINITIONS AND REGULATIONS) OF ARTICLE 3, RELATED TO DEFINITIONS, MINIMUM SEPARATION OF GROUP HOMES, AND ZONING CLEARANCE APPROVALS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE, AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, public notice that this text amendment request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on April 17, 2024 appeared in the Arizona Republic West Valley Edition March 29, 2024.

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

WHEREAS, The Mayor and Council of the city of Goodyear, Arizona, have been presented with, and have considered a Housing Impact Statement, which is on file in the Development Services department file pertaining to case No. P24-00096; and,

WHEREAS, a public notice that this text amendment request would be considered and reviewed at a public hearing to be held before the City Council on April 29, 2024 appeared in the Arizona Republic West Valley Edition March 29, 2024; and

WHEREAS the Mayor and Council of the city of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens are best served by clarifying and amending the definition of family, deleting the definition of assisted living home and creating a new definition for group home and single housekeeping unit, as well as establishing separation buffers for all group homes, subject to consistent review requirements and standards.

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

SECTION 1. Article 2-2 (Definitions) of the City of Goodyear Zoning Ordinance is hereby amended as follows; to amend and add the definitions set forth below (with deletions shown by ~~strikeout text~~ and additions shown by double underlined text):

Family.

- a. Individual; or
- b. Two or more persons, including children, related by blood, marriage, or adoption and usual servants, living together as a single housekeeping unit in a dwelling unit; a Family includes two persons in a domestic relationship and the biological, adopted and foster children of either person; or

- c. No more than six persons not related, living together as a single housekeeping unit within a **dwelling unit**; or
- d. Persons with development disabilities, as defined by Arizona Revised Statutes, and operators of a **residential facility** as defined in this section.

~~**Assisted Living Home.** Assisted Living Home. A single family detached dwelling having common kitchen facilities that provides resident rooms and is shared as a primary residence by one (1) to ten (10) persons with a disability or by one (1) to ten (10) elderly persons living together as a single housekeeping unit, which is licensed by the State of Arizona and which the operator provides or contracts to provide 24-hour supervisory care services, personal care services or directed care services on a continuous basis.~~

Group Homes. A facility licensed or authorized by a governmental authority having jurisdiction over operations for persons with disabilities who reside together and who receive care, supervision, or counseling from one (1) or more staff persons. This use includes residential scaled elderly care homes; behavioral health homes, sober living homes, group care agencies, hospice and similar residential living arrangements, not to exceed 10 residents. This definition shall not include foster care, transitional housing, recidivism reduction, prison release or halfway homes.

Single Housekeeping Unit. A group of one (1) or more persons residing together in a dwelling who share use of and responsibility for common areas, household activities, and responsibilities such as meals, chores, household maintenance, and expenses. Single housekeeping unit status shall not apply to the occupants of a sorority or fraternity, motel, hotel, boarding or lodging home, recidivism or prison transitional home, or any facility that is required to be licensed by a public agency.

SECTION 2. Table 3-2-2 (Residential Districts Use Classifications) of Section 3-2-2 (Permitted Uses) of the Goodyear Zoning Ordinance is hereby amended, as follows (with deletions shown by ~~strikeout text~~ and additions by double underlined):

Table 3-2-2: Residential Districts Use Classifications			
P- Principal	Single Family	Multi-Family	

C - Uses that are permitted if certain conditions are met;											
AC - Accessory Use that are permitted if certain conditions are met											
Group Living	R1-6										
Assisted Living Facility						U		U			
Assisted Living <u>Group</u> Home											
1–6 residents	P	P	P	P	P	P		P	P	P	
7 <u>1–10</u> residents, <u>Shall be no closer than 1,320 feet (1/4 Mile) from another Group Home.</u> more than 1/4 mile from another Assisted Living Home with 17–10 residents	C	C	C	C	C	C		U			3-2-4-B
7 <u>1–10</u> residents, less than <u>1,320 feet</u> (1/4 mile) from another <u>Assisted Living Group</u> Home with 7 <u>1–10</u> residents	U	U	U	U	U	U		U			3-2-4-B

SECTION 3. Section 3-2-4 (b.) (Assisted Living Homes) of the City of Goodyear Zoning Ordinance is hereby amended as follows (with deletions shown by ~~strikeout~~ text and additions shown by double underlined text):

- b. GROUP HOMES ~~ASSISTED LIVING HOMES~~. An application for an assisted living group home must be submitted, reviewed and approved by the Development

Services Director (formerly known as the Community Development Director) or his designee prior to a Zoning Clearance being signed from the City;

- a. A minimum separation distance of 1,320 feet, one-quarter (1/4) mile for all ~~assisted living group~~ homes ~~with greater than six (6) residents~~, from another ~~assisted living group~~ home ~~with greater than six (6) residents~~, unless a Use Permit is approved by the City Council. Distance between group homes shall be measured as indicated in Arizona Revised Statutes 9-462.09.
- b. Vehicles belonging to employees and residents are required to park onsite, in the garage or on an approved driveway.
- c. Deliveries or routine stops (exclusive of visitors) specific to a group home shall be restricted to day light hours only.
- d. The group ~~assisted living~~ home shall obtain and maintain an annual business license ~~registration~~ permit as required by City Code.
- e. The Development Services Director, or his designee, shall have the right to review, provide corrective action and if necessary, revoke any approval of an ~~assisted living group~~ home if it is found to be endangering the public health, welfare, or safety of the residents of the home or surrounding community.
- f. The ~~assisted living group~~ home shall meet all requirements of the prevailing City of Goodyear Building and Fire Codes to be determined by the Chief Building Official and the Fire Chief, or their designees.
- g. Prior to operating, the ~~assisted living group~~ home shall obtain and keep current all necessary licenses and certifications from the Arizona Department of Health Services and/or any other state agency responsible for licensing assisted living homes.
- h. Zoning Clearances issued to group homes shall be valid for a period of 180 days from the date of issuance. Zoning Clearance, in the absence of obtaining all other required licenses, does not authorize the operation of a group home in the city of Goodyear. Only One extension not to exceed an additional 180 days may be granted at the discretion of the Development Services Director. Extension must be submitted prior to the expiration of the original zoning clearance. A new zoning clearance shall be required for a change in ownership, operator, or type of group home, prior to operating.

SECTION 4. CORRECTIONS. The 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 5. 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 6. EFFECTIVE DATE. This Ordinance shall become effective on July 1st, 2024 at 12:01 am, in the manner prescribed by law.

SECTION 7. 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

An aerial photograph of a city landscape, showing a mix of urban development and open land. A major road runs horizontally across the bottom, with several smaller roads branching off. There are clusters of buildings, some with blue roofs, and large areas of brown, undeveloped land. Green spaces and parks are interspersed throughout the urban areas.

Special Use Zoning Ordinance Text Amendment: Group Homes

**City Council Meeting
April 29, 2024**

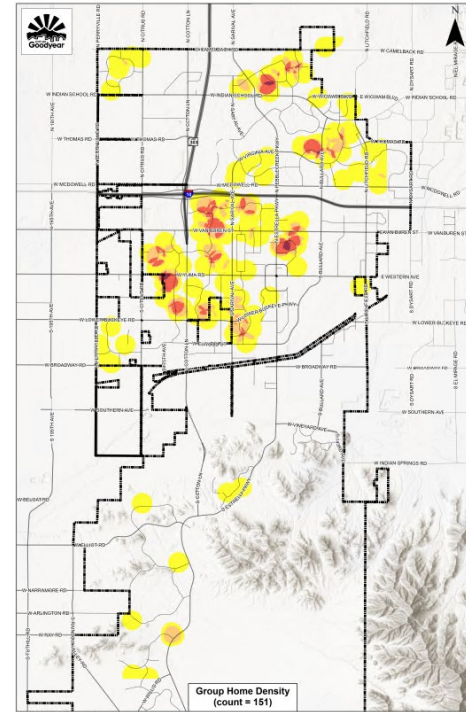
P24-00096

Group Homes



CURRENT: ALLOWED IN RESIDENTIAL AREAS WITH CONDITIONS

- Currently called “Assisted Living Homes”
- 1-6 residents are allowed by right with no buffer requirement. (No Zoning Clearance required)
- 7-10 are required to meet $\frac{1}{4}$ mile buffer from another home with 7-10 residents. (Zoning Clearance Required)
- Change of Use with Building Safety required for all group homes
- Fire Sprinklers required for homes with 6 or more residents.





Group Homes

PROPOSED: ALL GROUP HOMES REQUIRE BUFFER REQUIREMENT

- Change name from “Assisted Living to Group Home”
- New definition for “Single Housekeeping Unit”
- ¼ mile buffer requirement for all group homes.
- Update land use table to reflect new definitions and requirements.
- Business License required.
- Clarify licensing requirements, permitting process and timeframe.



Group Homes

NEW PROCESS

- Application process to include:
 - Planning for Zoning Clearance
 - Allows for application to the state
 - Must be completed in 180 days
 - Building Safety for Change of Use
 - Finance for Business License
 - State of Arizona for necessary licenses depending on type of home.
 - Fire Inspection and building inspection
 - Final zoning clearance approved



Staff Recommendation

APPROVE ORDINANCE

- Staff recommends approval
- To be implemented on July 1, 2024



ITEM #: 15.
DATE: 04/29/2024
AI #:1982



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND ARTICLE 8-7 BUSINESS REGISTRATION PERMITS

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

This amendment to Article 8-7 of the Goodyear City Code will require all persons conducting business within the City of Goodyear to obtain a business license prior to commencing any business operations within the city. The amendment provides for enforcement and penalties for non-compliance as well as exemptions to obtaining a business license.

STRATEGIC PLAN ALIGNMENT



Quality of Life



Sense of
Community

RECOMMENDATION

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

FISCAL IMPACT

There is no direct budget impact associated with the approval of this text amendment. The current fee for a business registration permit will remain the same for the business license. Any costs associated with enhanced administration will be included as a part of the fiscal year 2025 budget.

BACKGROUND AND PREVIOUS ACTIONS

Currently, the City of Goodyear requires every person conducting business within the city to register a business with the city and obtain a business registration permit. The amendment to Article 8-7 will change the current process to require all businesses conducting business within the city to obtain a business license prior to commencing any business operations within the City of Goodyear. The change from a business registration permit to a business license is needed because a business registration permit is a catalogue of each business but a business

license is the City giving permission to conduct business within city limits, and without such permission the business being conducted is unlawful.

All currently issued business registration permits expire each calendar year and must be renewed on or before December 31 of each year. Every person that has been issued a valid business registration permit by the city shall be allowed to continue to operate as if they have been issued a business license until such business registration permit expires and shall submit an application to the city to renew any business registration permit as a business license on or before December 31, 2024.

The amendment to Article 8-7 shall require any person engaged in any business within the city to first obtain a business license by applying to the city for a business license and paying a fee. The City shall review the application and conduct any needed inspections of the business property. Certain activities or institutions shall be exempt from obtaining a business license including federal, state, or municipal governments, religious institutions, public schools, those with city franchise agreements or telecommunication license agreements, and any person or business exempted by state law from obtaining a business license.

After being issued a license, the business must display their license at a fixed location within the city at all times or to carry their license with them if there is no fixed location. City police officers and code compliance officers shall have the authority to inspect the business at reasonable times and require the operator of the business to produce their license upon demand.

The amendment to Article 8-7 allows a business license to be suspended or revoked for City Code violations and the business must cease all operations once the license is suspended or revoked. The City may impose fines for non-compliance under the amendment to Article 8-7 and every person that violates a provision may be pursued civilly or criminally.

STAFF ANALYSIS

Currently, city code requires a person to obtain a business registration permit rather than a business license. The amendment to Article 8-7 requires anyone operating a business within city limits to obtain the city's permission to conduct business by receiving a business license. A business license requirement is necessary in order to allow the city to impose penalties for unlawful operation of a business and impose fines for non-compliance.

Staff recommends the adoption of Ordinance No. 2024-1608 amending Article 8-7 of Goodyear City Code.

Attachments

Ordinance 2024-1608 w/ Ex. A
Presentation

ORDINANCE NO. 2024-1608

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING ARTICLE 8-7 BUSINESS REGISTRATION PERMITS, PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR PENALTIES, AND AN EFFECTIVE DATE.

WHEREAS, Article 8-7 of the current Goodyear City Code requires persons operating a business within the city limits to obtain a business registration permit; and,

WHEREAS, Article 8-7 is amended to remove the business registration permit requirement and add a requirement that each person operating a business within city limits shall obtain a business license from the city prior to conducting any business operations within the city; and,

WHEREAS, every person that has been issued a valid business registration permit shall be allowed to continue to operate a business within the city until such business registration permit expires and shall renew any business registration permit as a business license on or prior to December 31, 2024,

WHEREAS, Article 8-7 is amended to allow for exemptions for certain activities or institutions to obtain a business license; and,

WHEREAS, a business license requirement will allow the city to better enforce the requirement for persons to obtain the city's authorization prior to operating a business within city limits; and,

WHEREAS, a business license requirement will allow the city to enact penalties for non-compliance and the ability to suspend or revoke a business license for violation of the Goodyear City Code; 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 "Amendment to Article 8-7 Business Registration Permits of the City of Goodyear Code of Ordinances," a copy of which is attached hereto as Exhibit A, 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. AMENDING ARTICLE 8-7 BUSINESS REGISTRATION PERMITS

Article 8-7 entitled Business Registration Permits of Goodyear City Code is hereby amended by amending all sections and subsections as set forth in that certain document titled, "Amendment to Article 8-7 Business Registration Permits," which is attached to this Ordinance 2024-1608 as Exhibit A, and is declared a public record, three copies of which are on file with the City Clerk of the City of Goodyear and which is referred to, adopted and made a part hereof as if fully set forth in this Ordinance.

SECTION 3. CORRECTIONS

The 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 4. 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 5. PENALTIES

The penalty for violating any prohibition or requirement imposed in Article 8-7 of the Goodyear City Code shall be as follows:

§ 8-7-9Penalty.

(A) A person who fails or refuses to apply for or renew a business license shall pay a penalty of \$250 except upon a demonstration that the failure to apply for or renew a business license was due to reasonable cause.

(B) A person who fails to comply with any request of any city code compliance officer, the Chief of Police, or any other duly authorized law enforcement official pursuant to the authority granted hereunder shall pay a penalty of \$500.

(C) A first violation of operating a business without a license shall result in the imposition of not less than a \$300 fine; for a second or any subsequent offense the mandatory minimum fine is not less than \$1,000.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective as prescribed 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

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

EXHIBIT A

Amendment to Article 8-7 Business Registration Permits of the City of Goodyear Code of Ordinances

Upon Council Adoption of Ordinance No. 2024-1608, Article 8-7 of Chapter 8 of Goodyear City Code is hereby amended by amending the title of "Business Registration Permits," to "Business Licenses," and further amending all sections and subsections of Article 8-7 to read as follows (with deletions shown by strikeout text and additions shown by double underlined text):

Article 8-7

BUSINESS REGISTRATION PERMITS LICENSES

Sections:

- 8-7-1** **Definitions.**
- 8-7-2** **Business ~~registration permit~~ license required.**
- 8-7-3** **General requirements.**
- 8-7-4** **Business ~~registration permit~~ license.**
- 8-7-5** **~~[Reserved]~~ Exemptions.**
- 8-7-6** **Display or posting of ~~permit~~ license.**
- 8-7-7** **Inspection of ~~permit~~ license.**
- 8-7-8** **Location restrictions.**
- 8-7-9** **Penalty.**
- 8-7-10** **Enforcement.**

§ 8-7-1 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

BUSINESS. All activities or acts, personal or corporate, engaged in and caused to be engaged in with the object of gain, benefit, or advantage, either direct or indirect, or owners/operators of

more than one residential rental unit, but not casual activities or sales. The term BUSINESS shall include any trade, business, game, amusement, calling, profession or occupation. BUSINESS does not include schools, churches, athletic groups or nonprofit organizations as deemed by the IRS. For purposes of this chapter, BUSINESS shall not include peddlers (Ch. 8-1 et seq.), special events, or park and swap operation (Ch. 8-3 et seq.).

CASUAL ACTIVITY OR SALE. A transaction of an isolated nature made by a person who neither represents himself to be nor is engaged in a business subject to a ~~registration permit~~ business license imposed by this chapter.

HOME OCCUPATIONS. A business operated in a residential zoning district that does not interfere with the peace, quiet, and dignity of the property owners or neighbors. The business conducted must be (i) an ancillary use that is incidental and subordinate to the use of the residence for residential purposes (ii) not have a nonresident employee working at the site (iii) there is no commercial storage, (iv) the site is not used for long term parking of non-resident vehicles or clients, (v) all client parking is provided on the residential property or directly in front of the property, (vi) there is no exterior indication of non-resident use, (vii) patrons or clients are received only between the hours of 8:00 a.m. and 8:00 p.m, and (viii) the business does not produce offensive noise, vibration, smoke, dust, odors, heat or other nuisances discernable beyond the property lines. Examples of uses, which would be acceptable as home occupations, provided they comply with the above regulations are consulting services (accountant, attorney, insurance or real estate), art studio (pottery, painting), craft making and other services (tailoring, sales). Excludes on-site exchange of sold or bartered goods (exceptions made for occasional and infrequent exchanges), on-site vehicle repair as a commercial use, commercial warehousing or storage - indoor or outdoor, non-resident employees working in the home, or manufacturing of products using hazardous materials or equipment not typically found in household settings.

PERSON. ~~Any individual, organization, partnership, company,~~ sole proprietor, firm, partnership, joint venture, association, corporation, estate, trust, receiver, syndicate, or broker.

§ 8-7-2 ~~Business registration permit~~ license required.

(A) It is unlawful for any person to practice, transact or carry on any business within the municipal limits of the city without first having procured a license from the city to do so. Any

person engaged in business within the City is required to ~~first obtain a business registration–~~
~~permit–~~license, unless they are exempt under this article. This includes businesses subject to a
transaction privilege tax or a use tax, as well as businesses not subject to a transaction privilege
tax or use tax, but which ~~has~~have a physical presence within the City. A license will be issued in
the legal name of the licensee. Issuance of a license will in no way be construed as permission
to operate a business in violation of any applicable law, rule, or regulation.

(B) All ~~permits–~~licenses shall be issued for a period of up to one year and shall ~~run January 1–~~be
valid from the date issued through December 31. ~~Registration permits–~~Licenses issued shall not
be transferable.

(C) Every person seeking a business license must fill out an application and furnish the
information requested by the city. The city reserves the right to request any information
deemed necessary to ensure public safety, the collectability of license fees, and reporting.
Refusal to provide any requested information is grounds for denial of license. Certain
businesses may be subject to paying a license fee as established by the city council from time to
time by resolution.

§ 8-7-3 General requirements.

(A) Every person conducting business within the City must obtain a ~~permit–~~license, whether
you have a fixed location within the City or not.

(B) A separate ~~permit–~~license must be obtained for each physical location within the City in
which any business is conducted.

(C) When more than one business is carried on, transacted or practiced in the same location
by the same person, only one ~~permit–~~license shall be required.

(D) When more than one business is carried on, transacted, or practiced in one location by a
different persons, a separate ~~permit–~~license shall be obtained for each person conducting the
business at that location.

(E) Every person issued a license with a fixed location within the City shall have either the
license applicant, owner, partner, manager, designated agent, controlling person or an
employee at the fixed location during all hours of operation and/or when customers or patrons

are present at the fixed location. Notwithstanding the above, a person issued a license shall not be required to have any owner, agent or employee at the fixed location during hours of operation or when customers or patrons are present for any license issued pursuant to Goodyear City Code 8-2-2 or if the operation and use of the facilities, services or amenities of the business are done entirely by customers and without requiring assistance or supervision from an owner, agent or employee of the business; this may include but is not limited to, self-serve car washes, laundromats, self-storage facilities, vending machines or ATM's.

§ 8-7-4 Business registration permit license.

(A) Issuance of business ~~registration permits~~-license.

(1) Applications for business ~~permits~~-licenses or renewals of business ~~registration permits~~-licenses shall be submitted to the Finance Department. Upon compliance with this article, it shall be the duty of the Finance Department to ~~issue~~-approve or deny a business ~~registration permits~~ within 30 days of submittal of a complete license application within a reasonable period of time, which allows the City to investigate the application and background of those submitting an application. Applications for a business license or renewal of a business license may be denied if (i) any person who submits an application for a business license pursuant to this article, gives false or misleading information in the application or in connection with the application process; (ii) any person, designated agent or manager knowingly operated the business during a period of time without a license or when the license was suspended; and (iii) any person who submits an application for a business license pursuant to this article was convicted of a felony involving theft, forgery, a fraudulent or dishonest act, or a misdemeanor involving moral turpitude.

(2) The Finance Department shall provide copies of completed business registration permit. The City may receive and review the criminal history record information, including conviction and non-conviction data, of applicants for the purpose of evaluating the fitness of licensees, controlling persons and designated agents in connection with the issuance, renewal, suspension or revocation of a license or the addition or change of a controlling person or designated agent. Such information shall be used only for the purpose of such evaluation or for the purpose of supporting and defending a denial, non-renewal, suspension or revocation in any administrative or judicial review.

(3) The Finance Department shall provide copies of completed business license applications to the Community Development Services Department, Economic Development Department, Fire Department, and such other city departments as deemed advisable for review or inspection.

(34) Nothing herein, including the issuance of a ~~permit license~~, shall be deemed to legalize any act which otherwise may be in violation of the law, including the violation of the City's zoning codes, or to exempt any person from any penalty for such violations.

(B) *Payment of fees and renewal of business ~~registration permit license~~.*

(1) All fees may be set by resolution.

(2) All ~~permits licenses~~ will expire on December 31 of the year in which it is obtained. Renewal applications for business ~~registration permits licenses~~ must be received by the Finance Department no later than the date of expiration. Renewals not received by such date will be suspended and an administrative fee may be levied for late renewal.

(C) Suspension of License

(1) The City may suspend a license for a period of time not to exceed thirty days if the City determines that a licensee, has violated or is not in compliance with any provision of this code applicable to the business or activity.

(D) Revocation of License

(1) The City may revoke a license if it is determined that (i) any person who submitted an application for a business license pursuant to this article, gave false or misleading information in the application or in connection with the application process; (ii) any person, designated agent or manager knowingly operated the business during a period of time without a license or when the license was suspended; (iii) any person who submitted an application for a business license pursuant to this article is convicted of a felony involving theft, forgery, a fraudulent or dishonest act, or a misdemeanor involving moral turpitude; (iv) a person has been issued three notices of suspension of license within a twenty-four month period.

(E) Appeals

(1) Any person that has their license suspended, revoked, or has their application for a license denied, may appeal that decision to the city manager or their designee. Such person must file a written statement requesting an appeal with the Finance Department within 14 days after they receive notice of suspension or revocation of the license or denial of application for issuance of a license. The city manager or designee will set a time and place for hearing the appeal and shall notify the person appealing of the time and location of the hearing at least 10 days prior to the scheduled hearing. The burden of proof at the hearing shall be on the applicant or licensee to establish, by a preponderance of the evidence, that he or she should be issued a license to operate a business. The city manager or designee shall issue a decision within ten (10) business days after the hearing is concluded. The decision of the city manager or designee shall be final except for any judicial proceedings available by law.

§ 8-7-5 [Reserved]. Exemptions.

The following are exempted from obtaining a business license under this article:

- (1) The practice, transaction or carrying on of any business conducted by the federal, state, or local government;
 - (2) Religious institutions engaged solely as a place of worship;
 - (3) Nonprofit organizations that have obtained 501(c) status;
 - (4) Public schools;
 - (5) Employees of any business either possessing a license or exempt from having to possess a license;
 - (6) A real estate licensee engaged in the sale or resale of real property; licensed pursuant to A.R.S. title 32, chapter 20, article 2;
 - (7) A person who provides solely caregiving, childcare, or babysitting services and who is not required to be licensed by the State of Arizona pursuant to A.R.S. Title 36;
 - (8) A business with purchasers located in the city if the person is required to pay tax in this state only because the person's business exceeds the threshold provided in section 42-5043;
 - (9) Special event vendors or special event promoter/sponsor for a special event;
 - (10) Captive insurers as defined by A.R.S. § 20-1098(10), and in accordance with A.R.S. § 20-1098.17(A);
-

-
- (11) Businesses with city franchise agreements or city telecommunications license agreements; and
 - (12) Any person exempted by Arizona state law from business licensing requirements including, but not limited to, those exempted by A.R.S. § 9-1304.

§ 8-7-6 Display or posting of permit-license.

(A) Every person engaged in business at a fixed location within the City shall display a business ~~registration permit~~ license issued hereunder in some conspicuous part of the place of business.

(B) Every person engaged in business within the City but that does not have a fixed place of business shall carry a business ~~registration permit~~ license with him or her at all times while carrying on the business or other activity for which the ~~permit~~ license or any renewal thereof was granted, provided that persons who are engaged in the business of leasing or renting buildings or other structures used for commercial or business purposes are not required to display a ~~permit~~ license at such premises or to carry such ~~permits~~ licenses with them. ~~Other structures used for commercial or business purposes are not required to display a permit at such premises or to carry such permits with them.~~

(C) Every person having a business ~~registration permit~~ license under the provisions of this article shall produce and exhibit a business ~~registration permit~~ license whenever requested to do so by any police officer, code compliance officer, or by any other authorized person.

§ 8-7-7 Inspection of permit-license.

The City's code compliance officers, the Chief of Police or any other duly authorized law enforcement official have the authority to:

(A) Enter, free of charge and at any reasonable time, any place of business open to the public for which a business ~~registration permit~~ license is required by this article;

(B) To request exhibition of the business ~~registration permit~~ license for the current period of time from any person engaged or employed in carrying on any business at the place of business; and

(C) If a business ~~registration permit~~license is not produced pursuant to such request, to require the disclosure of any or all of the information requested in the City's business license ~~registration permit~~ application.

(D) City shall conduct annual inspections, in addition to any annual fire inspections completed by the City Fire Department, of a licensed business for the health and safety of citizens and customers of the business. Notwithstanding the above, Home Occupations shall only be inspected as needed.

§ 8-7-8 Location restrictions.

(A) No ~~permittee-licensee~~ hereunder shall have any exclusive right to any location in a public street, nor shall the ~~permittee-licensee~~ be permitted to operate in any congested area where their operations might impede or inconvenience the public. For the purpose of this article, the judgement of a police officer or code compliance officer, exercised in good faith, shall be deemed conclusive as to whether the area is congested or the public is impeded or inconvenienced.

(B) It shall be the responsibility of the ~~permittee-licensee~~ to ensure that the City's zoning regulations are complied with before applying for a business ~~registration permit~~license and during the term of the ~~permit~~license. The issuance of a ~~permit~~license shall not be deemed to validate the conduct of any business, activity, calling, vocation, profession, or trade at the address.

§ 8-7-9 Penalty.

(A) A person who fails or refuses to apply for or renew a business ~~registration permit within 30 days of having received a written notice of demand from the Finance Department~~license shall pay a penalty of \$250 except upon a demonstration that the failure to apply for or renew a business ~~registration permit~~license was due to reasonable cause and not due to willful neglect.

(B) A person who fails to comply with any request of any city code compliance officer, the Chief of Police or any other duly authorized law enforcement official pursuant to the authority granted hereunder shall pay a penalty of \$500.

(C) A first violation of operating a business without a license shall result in the imposition of not less than a \$300 fine; for a second or any subsequent offense the mandatory minimum fine is not less than \$1,000.

§ 8-7-10 Enforcement.

(A) ~~Violation of any section of this article is a civil violation, and Article 18-1 of this code governs the enforcement of the provisions of this article. Every person who practices, transacts, or carries on any business within the city is civilly responsible for every violation of this article which exists with respect to such practice, transaction, or carrying on of any business within the city. Each person that violates any provision of this chapter shall constitute a separate violation of this chapter for each and every day that such business is practiced, transacted or carried on.~~

(B) Every person who has previously received two citations within the preceding twenty-four months for a violation of this chapter and practices, transacts, or carries on any business within the city, and who intentionally, knowingly, willfully, recklessly, or negligently commits, causes, allows, suffers, or permits a violation of this article which exists with respect to such practice, transaction, or carrying on of any business within the city is guilty of a class 1 misdemeanor.

(C) A violation of any provision of this Chapter may be pursued civilly and/or criminally, and subject to all penalties, as provided in Article 1-8 and Chapter 18 of the Goodyear City Code.

(D) The penalties set forth in this article are non-exclusive and the City may seek any and all legal and equitable relief permitted by law.

(E) In the event any person or entity defaults on any obligation to pay a fee or fine under this chapter, the City may collect such unpaid amounts by any method provided by law including but not limited to attachment and foreclosure of a lien on the property listed in the application of the business.

(F) In any action brought under or arising out of any of the provisions of this article, the fact that the defendant engaged in any business for which a ~~permit~~-license is required by this article or that the party exhibited a sign indicating the existence of a business shall be prima facie evidence that the person is engaged in business.

(G) If a person has previously received a citation or a summons and complaint for a violation of a section of this chapter, then, with respect to every subsequent violation of the same section, such person shall be presumed to act intentionally, knowingly, willfully, recklessly or negligently. The person may introduce evidence to rebut this presumption.

City Business License

Updates to City Code 8-7



City Business License



CURRENT PROCESS VS. NEW PROCESS

- Current process is a business registration rather than a business license.
- A Business Registration is the act of making a list or catalogue of each business in an official capacity.
- A Business License is the City's permission that confers the right to conduct business and without such authorization the business would be unlawful.
- The new process requires a business license to conduct any business within the City and provides for enforcement and penalties for non-compliance.

City Business License



NEW REQUIREMENTS

1. Any person engaged in any business within the City must submit an application, pay a \$75 fee, and obtain a business license before operating.
2. The City shall review the application and conduct any inspections of the business property.
3. A business must display their license at a fixed location or have their license with them.
4. City Police and Code Compliance will have the authority to inspect the business at reasonable times and require the inspection of a license.
5. A business license may be suspended or revoked for City Code violations.
6. Every person that operates a business without a license may be pursued civilly and the City may impose fines for non-compliance for each day the business operates.

City Business License



EXEMPTIONS

- The revised Article 8-7 allows for exemptions from obtaining a business license:
 - Federal, state and local government
 - Schools
 - Churches
 - When licensed through the state or when the city is prevented from licensing by state statute
 - Those businesses with franchise agreements or telecommunications licenses
 - Special event vendors

City Business License



PENALTIES

- A person who fails to apply for or renew a business license shall pay a penalty of \$250.
- A person who fails to comply with any request of any city code compliance officer shall pay a penalty of \$500.
- A first violation for operating without a license is a \$300 fine and a subsequent violation is a \$1,000 fine per day.
- City may collect unpaid amounts by any method provided by law including, attachment and foreclosure of a lien on the property listed in the application of the business.