City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, August 26, 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

Monday, August 26, 2024 5:00 p.m. Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

COMMUNICATIONS

1. **SWEARING IN OF POLICE CHIEF BRIAN ISSITT**

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on July 8, 2024 and a Special Meeting held on August 12, 2024. (Darcie McCracken, City Clerk)

3. **APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR QUIKTRIP #403**

RECOMMENDATION

Recommend approval of Application No. 296991 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Perry Charles Huellmantel, has submitted this application for a New Series 10 liquor license for Quiktrip #403, which will be located at 17260 W Yuma Road, Goodyear, AZ 85338, generally located on the northwest corner of Yuma Road and N Cotton Lane. (Darcie McCracken, City Clerk)

4. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BUBBA'S 33**

RECOMMENDATION

Recommend approval of Application No. 299995 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Lauren Kay Merrett has submitted this application for a New Series 12 liquor license for Bubba's 33, which will be located at 1460 N Bullard Ave, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

5. **APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR THE STILLERY**

RECOMMENDATION

Recommend approval of Application No. 300081 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 The Stillery, which will be located at 1971 N Globe Drive, Bldg #03A, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

6. **FINAL PLAT FOR ARROYO RANCH**

RECOMMENDATION

Approve the Final Plat for Arroyo Ranch, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

7. **FINAL PLAT FOR PROLOGIS 303 BUSINESS PARK**

RECOMMENDATION

Approve the Final Plat for Prologis 303 Business Park, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

8. **MAP OF DEDICATION (MOD) OF WEST HADLEY STREET**

RECOMMENDATION

Conditionally approve the Map of Dedication of W. Hadley Street, of approximately 0.058 acres of right-of-way, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

9. **INTERGOVERNMENTAL AGREEMENT (IGA) TO PARTICIPATE IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE**

RECOMMENDATION

Authorize the City Manager or designee to execute the (IGA) between City of Phoenix Police Department and City of Goodyear to participate in the Arizona Internet Crimes Against Children Task Force. (Brian Issitt, Chief of Police)

10. **APPROVAL OF THE DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT**

RECOMMENDATION

Approve the DEA Task Force Agreement and Annual Certification Affidavit. (Brian Issitt, Chief of Police)

11. **STATE 9-1-1 SERVICES ADMINISTRATION GRANT**

RECOMMENDATION

Approve the City of Goodyear Arizona Department of Administration (ADOA) grant for 9-1-1 sevices and associated budget amendments. (Brian Issitt, Chief of Police)

12. **AUTHORIZATION FOR EXPENDITURE OF FUNDS UP TO THE AMOUNT OF $1,364,600 FOR GOODYEAR BALLPARK FIELD LIGHTING**

RECOMMENDATION

Authorization for expenditure of funds up to the amount of $1,364,600 for LED field lighting. (Bruce Kessman, Deputy Director Parks and Recreation)

13. **AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42072 – SAN GABRIEL-ELLIOT INTERCONNECT**

RECOMMENDATION

Authorize the expenditure of construction funds up to $1,432,990 for Capital Improvement Program (CIP) Project #42072 – San Gabriel-Elliot Interconnect. (Steve Scinto, Director of Engineering)

14. **ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH COTTON LANE AND WEST ELWOOD STREET**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2422 ESTABLISHING PUBLIC RIGHT-OF-WAY REQUIRED FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH COTTON LANE AND WEST ELWOOD STREET; PROVIDING FOR AN EFFECTIVE DATE AND RECORDATION. (Kimberly Romero, Real Estate Coordinator)

15. **AMEND FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE FOR GSQ**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2420 APPROVING THE AMENDMENT TO THE FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE, PROVIDING AUTHORIZATION AND DIRECTION FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE. (Roric Massey, City Attorney)

16. **AERIAL CROSSING LICENSE OVER SARIVAL AVENUE**

RECOMMENDATION

Approve License Agreement for Sarival Avenue Crossing between the City of Goodyear and Pluto Energy Storage, LLC. (Sarah Chilton, Deputy City Attorney)

PUBLIC HEARINGS

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

A. Open the Public Hearing
B. Staff Presentation
C. Applicant Presentation (if applicable)

D. Receive Public Comment
E. Close the Public Hearing

17. **EL CIDRO 9TH RESTATED PAD (WILLOW AT EL CIDRO)**

RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1601, CONDITIONALLY REZONING APPROXIMATELY 583.33 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND THE 169TH AVENUE ALIGNMENT (S. CANYON TRAILS BLVD.) TO THE EL CIDRO 9TH AMENDED PLANNED AREA DEVELOPMENT (MAY 2024); PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE (Christian M. Williams, AICP, Planning Manager).

BUSINESS

18. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF GLENDALE FOR A SERIES OF ANNUAL WATER EXCHANGES**

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between the cities of Glendale and Goodyear, providing for water exchanges, and authorizing the City Manager to execute the CAWCD Exchange Implementation Agreement. (Barbara Chappell, Water Services Director)

19. **SUPPORT FOR INCLUSION OF NEW SUB-ZERO FACILITY AS A FOREIGN TRADE ZONE USER DRIVEN SITE**

RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2421 COMMITTING SUPPORT FOR THE FUTURE APPLICATION FOR THE ACTIVATION AND INCLUSION WITHIN THE BOUNDARIES OF THE FTZ NO. 277 WESTERN MARICOPA COUNTY, OF CERTAIN PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CAMELBACK ROAD AND COTTON LANE AS A SINGLE-USER, USER DRIVEN FOREIGN TRADE ZONE SITE FOR THE OPERATION OF A MANUFACTURING FACILITY BY SUB-ZERO GROUP INC. SUBJECT TO CONDITIONS; PROVIDING AUTHORITY AND DIRECTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Robert Ito, Business Development Manager)

EXECUTIVE SESSION

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

20. Pursuant to ARS 38-431.03(A)(3) & (4): Discussion and consultation for legal advice with the city's attorney; for discussion or consultation with the attorneys of the public body in order to consider its position and instruct its attorneys regarding the public body's position regarding contracts that are the subject of negotiations related to a development agreement for Estrella Highlands.

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:

September 9, 2024	Council Meeting	5:00 p.m.

ADJOURNMENT

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

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 8/21/2024 at 5:23 p.m. by VM.

ITEM #: 1.
DATE: 08/26/2024
AI #:2168

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Darcie McCracken

SUBJECT:
SWEARING IN OF POLICE CHIEF BRIAN ISSITT

ITEM #: 2.
DATE: 08/26/2024
AI #:2159

APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

RECOMMENDATION

Approve the draft minutes from a Regular Meeting held on July 8, 2024 and a Special Meeting held on August 12, 2024. (Darcie McCracken, City Clerk)

Attachments

July 8, 2024 Draft Regular Meeting minutes

August 12 Draft Special Meeting minutes

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

Monday, July 8, 2024	5:00 p.m.	Meeting Minutes

CALL TO ORDER

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

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR KAINO

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Brannon Hampton, SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 1 through 15. The motion carried as follows:

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

Passed - Unanimously

1. **APPROVAL OF MINUTES**
Approve the July 1, 2024 Regular Meeting draft minutes. (Darcie McCracken, City Clerk)

2. **FINAL PLAT OF LIBERTY WELL SITE 19B**

RECOMMENDATION
Conditionally approve the Final Plat of Liberty Well Site 19B subdividing approximately 0.230 acres into one lot, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

3. **FINAL PLAT OF LA JOLLA VISTA - PHASE 1**

RECOMMENDATION
Approve the Final Plat of La Jolla Vista – PHASE 1, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

4. **REPLAT OF PALM VALLEY PAVILIONS LOT 6 AND A PORTION OF LOT 7**

RECOMMENDATION
Approve the Replat of Palm Valley Pavilions Lot 6 and A Portion of Lot 7 of the Final Plat of Palm Valley Pavilions, subject to stipulations (Marty Crossland, Deputy Director of Development Engineering)

5. **REQUEST FOR 90-DAY EXTENSION OF THE FINAL PLAT FOR LA PRIVADA PARCELS 3 & 7 PHASE 1**

RECOMMENDATION
Approve a 90-day extension of the Final Plat for La Privada Parcels 3 & 7 Phase 1 approved on January 23, 2023, subject to stipulations, which extension shall commence on August 10, 2024, the date of the current approval expiration. (Marty Crossland, Deputy Director of Development Engineering)

6. **MAP OF DEDICATION FOR LA JOLLA VISTA**

RECOMMENDATION
Conditionally approve the Map of Dedication for La Jolla Vista, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

7. **LITCHFIELD ROAD ANNEXATIONS, SOUTH OF W LOWER BUCKEYE ROAD (SDC I AND II)**

RECOMMENDATION
Authorize staff to initiate the annexation of approximately 0.558 acres of property along Litchfield Road south of West Lower Buckeye Road and 3.342 acres of property along Litchfield Road south of West Lower Buckeye Road. (Guadalupe Ortiz Cortez, Senior Planner)

8. **FEDERAL BUREAU OF INVESTIGATIONS (FBI) CHILD EXPLOITATION AND HUMAN TRAFFICKING TASK FORCE (CEHTTF) MEMORANDUM OF UNDERSTANDING (MOU) WITH CITY OF GOODYEAR**

RECOMMENDATION
Approve the MOU between the City of Goodyear Police Department and the FBI for participation in the CEHTTF and the Cost Reimbursement Agreement. (Jeff Mercy, Interim Chief of Police)

9. **TWO INTERGOVERNMENTAL AGREEMENTS (IGA) WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 FOR DESERT EDGE AND MILLENNIUM HIGH SCHOOL RESOURCE OFFICER SERVICES**

RECOMMENDATION
Authorize the City Manager or designee to execute two Intergovernmental Agreements (IGA) between Agua Fria Union High School District No. 216 and the City of Goodyear to provide SRO services to the District at Desert Edge High School and Millennium High School. (Jeff Mercy, Interim Chief of Police)

10. **APPROVAL OF PARTIAL TERMINATION AND RELEASE OF EASEMENT**

RECOMMENDATION
Approve the Partial Termination and Release of Easement, terminating and releasing portions of an existing sidewalk easement no longer needed and authorize its execution by the City Manager and recordation with the Maricopa County Recorder. (Colton Blyle, Real Estate Services Specialist)

11. **AUTHORIZATION FOR ACQUISITIONS OF REAL PROPERTY INTERESTS NEEDED FOR SARIVAL ROAD WIDENING PROJECT AND FOR LOWER BUCKEYE ROAD AND SARIVAL AVENUE INTERSECTION IMPROVEMENT PROJECT**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2419 FINDING THAT ACQUISITION OF REAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO THE WEST HALF OF SARIVAL AVENUE BETWEEN YUMA ROAD AND ELWOOD STREET AND THE INTERSECTION AT LOWER BUCKEYE ROAD AND SARIVAL AVENUE IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION TO CITY MANAGER AND PROVIDING AN EFFECTIVE DATE . (Kimberly Romero, Real Estate Coordinator)

12. **DEVELOPMENT AGREEMENT WITH GOODYEAR LEASED HOUSING ASSOCIATES II, LIMITED PARTNERSHIP, FOR MULTI-FAMILY RENTAL DEVELOPMENT UNDER THE AMERICAN RESCUE PLAN ACT**

RECOMMENDATION
Authorize the City Manager to execute a development agreement to pass-through ARPA funds to be used to support the development of affordable housing in Goodyear and associated budget transfers. (Jenna Goad, Assistant to the City Manager)

Councilmember Stipp commented on the benefit of adding affordable housing to the community.

13. **AUTHORIZE A CONTRACT FOR THE EXPENDITURE OF FUNDS FOR DESIGN AND PRE-CONSTRUCTION SERVICES ON THE APPROVED CIP PROJECT #61014 – GOODYEAR WRF EXPANSION**

RECOMMENDATION
Authorize a contract for the expenditure of funds for design and pre-construction services for up to $6,428,000 for Capital Improvement Program (CIP) Project #61014 – Goodyear

WRF Expansion. (Barbara Chappell, Water Services Director)

14. **AUTHORIZATION OF CONTRACT FOR THE EXPENDITURE OF CONSTRUCTION FUNDS FOR CIP PROJECT #60103 - CORGETT WRF CLARIFIER REHABILITATION AND TRANSFER OF FUNDS IN THE AMOUNT OF $651,000 TO CIP PROJECT #61016 – CENTRAL AVENUE SEWER LINE AND WELLS FARGO LIFT STATION.**

RECOMMENDATION
Authorize the contract for the expenditure of construction funds up to $2,900,000 for Capital Improvement Program (CIP) Project #60103 – Corgett WRF Clarifier Rehabilitation and transfer of wastewater operating funds in the amount of $651,000 to CIP Project #61016 – Central Avenue Sewer Line and Wells Fargo Lift Station. (Barbara Chappell, Water Services Director)

15. **DEVELOPMENT AGREEMENT WITH OLAM PHOENIX ARIZONA LLC RELATED TO OWNER'S REQUEST THAT THE CITY SUPPORT FOR EPCOR TO PROVIDE WATER SERVICE TO OWNER'S PROPERTY**

RECOMMENDATION
ADOPT RESOLUTION NO. 2024-2410 APPROVING THE DEVELOPMENT AGREEMENT (WATER SERVICE) WITH OLAM PHOENIX, ARIZONA, LLC.; PROVIDING DIRECTION AND AUTHORIZATION, AND AN EFFECTIVE DATE. (Barbara Chappell, Water Services Director)

Councilmember Stipp expressed support for partnering with EPCOR to provide water services to this property.

PUBLIC HEARINGS

16. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)**

Mayor Pizzillo opened the public hearing at 5:07 p.m.

Planning Manager Christian Williams presented the request for a use permit for a convenience store with a gas station located at The Triangle at PV303. He reviewed the surrounding area, project site proposal, zoning requirements and results of the noise and traffic study conducted by the applicant. Mr. Williams explained that the project includes a 5,300 square foot convenience store with eight fueling islands. He then reviewed the public participation process which included a neighborhood meeting and citizen review meeting. Mr. Williams noted that staff received 11 emails in support of the project and 27 emails in opposition, and that the applicant submitted 916 signatures from Goodyear residents in support of the project. Mr. Williams concluded that the project complies with all city requirements and is compatible with the surrounding area, and that the stipulations prohibit a truck stop/travel center facilities and services and any on-site semi-truck parking and overnight parking accommodations.

Brian Greathouse, attorney representing the applicant, gave a brief overview of QuikTrip's business model highlighting their best practices in design, security, lighting, and operations. He also explained that the site is more than 700 feet from the nearest residential home to the property line and more than 850 feet from the fueling pumps. Mr.

Greathouse discussed that a 24/7 operations allows for 24/7 surveillance of the site, a safe space for at-risk youth, an option for first responders to go to, and consistent products and service daily.

Goodyear residents Jackie Brandt, Vic Knight, Joan Knight, Jeffrey Specter and Sandra Clinton spoke in opposition to the project. Those in opposition spoke about the hours of operation, proximity to the PebbleCreek community, and environmental, health and safety concerns.

The following Goodyear residents submitted a comment card in opposition to the project but did not wish to speak: Shirley Seymour, Dennis Seymour, Pat Chernow, James Laham, Pam Grimwood, Dan Grimwood, Mark Jacobs, Judy Parker, and Bill Cailer.

Mayor Pizzillo closed the public hearing at 5:41 p.m.

Council discussed the proposal and The Triangle parcel including its proximity to the Pebblecreek community, and other permitted commercial uses on the property. Council highlighted the approved 24/7 Filiberto's restaurant with a drive-thru directly adjacent to the proposed QuikTrip. They expressed support for QuikTrip's safety and security procedures, convenient location to the Loop 303, as well as its commitment to public safety. Council confirmed that this project is not a truck stop and that it is included in the stipulations.

In response to Council inquiry, Mr. Williams explained that there are three QuikTrip locations around the city that are significantly closer to residential than what is being proposed for this location. Mr. Williams also clarified that the location is within Luke Air Force base noise contour.

Daniel Chambers, representing QuikTrip, explained that the applicant must go through several regulatory agencies for permitting prior to construction as well as ongoing compliance monitoring and maintenance.

Mr. Greathouse confirmed that there are more than 50 cameras operated 24/7 both inside and outside the facility. Mr. Chambers responded to Council that their surveillance videos can be made available and shared with law enforcement when requested.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Sheri Lauritano to APPROVE the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on Parcel 4 on the final plat of PV303 East II Phase 1 recorded on February 16, 2018 in the official records of Maricopa County at Book 1370 of Maps Page 10 (Instrument 20180122777) (the "Property") subject to stipulations. 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

17. **AMENDMENT TO ZONING ORDINANCE REGULATIONS RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS**

Mayor Pizzillo opened the public hearing at 6:20 p.m.

Planning Manager Christian Williams presented the zoning ordinance text amendment to streamline the approval process for mini-storage facilities. He explained that the proposal would eliminate the special use permit process in most cases and sets the minimum standards for mini-storage. He highlighted some of the new standards which include prohibiting auctions, hazardous material storage and outdoor RV storage in commercial zones. He further explained that buildings are limited to three stories and a mini-storage may not be located within 1/2 mile of another facility. He added that a special use permit may still be required under certain circumstances.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:23 p.m.

Council discussed the public participation process and the common concerns expressed by residents regarding storage facilities.

In response to Council inquiry, Mr. Williams explained that staff looked at all of the prior storage cases including resident feedback and stipulations to set the new minimum zoning requirements. He also clarifed that storage facilities in industrial zones may allow for outdoor RV storage, have no clustering requirements, and can be larger than 7.5 acres.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Vice Mayor Laura Kaino to ADOPT ORDINANCE 2024-1606, AMENDING GOODYEAR ZONING ORDINANCE ARTICLE 2-2 (DEFINITIONS), AMENDING SECTIONS 3-3-2, 3-3-3, 3-4-1, 3-4-2 OF ARTICLE 3 (ZONING DISTRICTS), AMENDING SECTION 4-1-3 (SPECIAL USES CONSIDERED IN SPECIFIED DISTRICTS) OF ARTICLE 4 (REGULATION OF PARTICULAR USES) AND ADDING SECTION 4-2-20 TO ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) RELATED TO SELF-SERVICE STORAGE FACILITIES, USE PERMITS, AND SPECIAL USE PERMITS; PROVIDING FOR CORRECTIONS, SEVERABILITY, AND AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. 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

BUSINESS

18. **RAINBOW VALLEY ENERGY STORAGE ANNEXATION REQUEST**

Director of Development Services Katie Wilken presented the request for Council direction on the annexation process for a property located approximately four miles south of State Route 238, west of the Maricopa County/Pinal County line. She highlighted the annexation process and the subject property, which is partially within Goodyear city limits. Ms. Wilken explained that the project planned for this site involves solar energy generation with Battery Energy Storage System, which would require a Special Use Permit. She also addressed the challenges associated with the site and next steps should Council direct staff to move forward with the annexation.

Jordan Rose, attorney representing the applicant, stated that applicant intends to enter into a pre-annexation development agreement that would assign the responsibility for infrastructure costs to the applicant.

Council discussed the remote location, public safety and fire concerns, the annexation process, cost and infrastructure responsibilities and running the annexation and special use permit process concurrently.

Councilmember Campbell voiced opposition to the annexation, expressing concerns that the city would be responsible for roads and infrastructure if the project does not come to fruition.

In response to Council inquiry, Ms. Wilken explained that there is one property within the city limits located within the proposed project site. Ms. Rose confirmed that there are no permanent residential structures in the requested annexation area.

MOTION BY Councilmember Vicki Gillis, **SECONDED BY Councilmember Sheri Lauritano to AUTHORIZE staff to initiate the annexation process of 828.33 acres of land generally located 4 miles south of State Route 238, west of the Maricopa County/Pinal County line. The motion carried as follows:**

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

NAY: **Councilmember Wally Campbell**

Passed

Council recessed the meeting at 7:33 p.m.

Mayor Pizzillo reconvened the meeting at 7:42 p.m.

19. **AMENDMENT TO DEVELOPMENT AGREEMENT WITH MICROSOFT MODIFYING TERMS REGARDING CONVEYANCE OF CITY BOOSTER STATION SITE AND TERMINATION OF DRAINAGE EASEMENTS**

Water Services Director Barbara Chappell presented the fifth amendment to the Infrastructure Agreement with Microsoft. Ms. Chappell provided an overview of the previous agreements, and explained that the fifth amendment allows for the city's continued operation of the Booster Station site until replacement facilities are completed. She further explained that Microsoft will deposit $3,545,459 into an escrow account to fund the design and construction of the replacement water facilities. Microsoft will purchase the land the current facility is on and demolish the Booster Station Site 8.

MOTION BY Councilmember Bill Stipp, **SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2024-2417 APPROVING THE FIFTH AMENDMENT TO INFRASTRUCTURE DEVELOPMENT AGREEMENT FOR PROJECT 10-11; AUTHORIZING THE TERMINATION OF DRAINAGE EASEMENTS; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE. The motion carried as follows:**

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

Passed - Unanimously

20. **AUTHORIZE CONTRACT AMENDMENT FOR THE EXPENDITURE OF FUNDS FOR CIP PROJECT #60077 RAINBOW VALLEY WATER RECLAMATION FACILITY (WRF) EXPANSION AND #60110 RAINBOW VALLEY WRF OPERATIONAL IMPROVEMENTS**

Water Services Director Barbara Chappell presented the contract amendment for the Rainbow Valley Water Reclamation Facility. Ms. Chappell explained that the expansion supports future growth and will increase capacity to 2.0 million gallons per day, as well as, cleaning up the floodplain areas. The request allows staff to purchase long-lead items such as odor control and mechanical equipment.

Council expressed support for this project, the city's partnership with Harvard and thanked Ms. Chappell for her leadership.

MOTION BY Councilmember Wally Campbell, **SECONDED BY Councilmember Vicki Gillis to AUTHORIZE the contract amendment for the expenditure of funds for Capital Improvement Program (CIP) Project #60077 Rainbow Valley WRF Expansion and #60110 Rainbow Valley WRF Operation Improvements for GMP2 up to $7,750,000. 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

21. **DEVELOPMENT AGREEMENT WITH ESTRELLA NORTH LLC FOR THE RAINBOW VALLEY WATER RECLAMATION FACILITY EXPANSION**

Water Services Director Barbara Chappell gave the presentation for the development agreement with Estrella North, LLC, for the expansion of the Rainbow Valley Water Reclamation Facility. She outlined key terms of the agreement, including cost sharing, payment and reimbursement procedures, property acquisition for full buildout, and the establishment of a new access easement to the facility.

Andrew Yancey, attorney representing Estrella North, LLC, expressed appreciation to the city for their partnership.

MOTION BY Vice Mayor Laura Kaino, **SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2024-2412 APPROVING THE DEVELOPMENT AGREEMENT FOR RAINBOW VALLEY WATER RECLAMATION FACILITY (RVWRF) EXPANSION; PROVIDING DIRECTION, AUTHORIZATION, AND AN EFFECTIVE DATE. The motion carried as follows:**

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

Passed - Unanimously

INFORMATION ITEMS

Council inquired about the measures the city has in place for employees working in excessive heat conditions and expressed concerns about traffic coming from the apartments at Sarival Avenue and Van Buren.

City Manager Wynette Reed provided an update on the Fourth of July event, which attracted over 16,000 participants. She expressed gratitude to the Engineering, Fire, Police and Parks and Recreation Departments, and Amazon for their efforts in putting this event together.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

August 19, 2024	Special Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 8:04 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 July 8, 2024. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2024. SEAL:

_____

Darcie McCracken, City Clerk

City Council Special Meeting
City Hall - Work Session Conference Room
1900 N. Civic Square
Goodyear, AZ 85395

Monday, August 12, 2024	3:30 p.m.	Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 3:30 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 Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie McCracken

Councilmember Lauritano, Councilmember Campbell and Councilmember Hampton attended virtually.

BUSINESS

1. CANVASS THE JULY 30, 2024 ELECTION RESULTS

City Clerk Darcie McCracken presented the results for the July 30, 2024 Primary Election and stated that the city had a 30.28% voter turnout with 18,046 ballots cast. She stated that Benita Beckles, Laura Kaino and Trey Terry received the majority of the votes cast and a General Election was not needed.

There were no public comments.

Council congratulated the newly elected candidates.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Vicki Gillis to ADOPT RESOLUTION NO. 2024-2413 DECLARING AND ADOPTING THE RESULTS OF THE PRIMARY ELECTION HELD ON JULY 30, 2024; DECLARING THE ELECTION OF THREE COUNCILMEMBERS; CANCELING THE GENERAL ELECTION; AND SETTING AN EFFECTIVE DATE. The motion carried as follows:

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

Passed - Unanimously

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 3:34 p.m.

_____ _____

Darcie McCracken, City Clerk Joe Pizzillo, Mayor

Date:_____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on August 12, 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 #: 3.
DATE: 08/26/2024
AI #:2154

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR QUIKTRIP #403

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):
Perry Charles Huellmantel, Agent

SUMMARY

The applicant is requesting a recommendation of approval for a New Series 10 (Beer and Wine Store) liquor license.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 296991 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Perry Charles Huellmantel, has submitted this application for a New Series 10 liquor license for Quiktrip #403, which will be located at 17260 W Yuma Road, Goodyear, AZ 85338, generally located on the northwest corner of Yuma Road and N Cotton Lane. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 10 liquor license application was submitted by Mr. Huellmantel for the upcoming Quiktrip store (#403) scheduled to open in May 2025. The application specifies that walk-up and drive-thru services are not offered on the premises. The City Clerk's office received the application from the DLLC on June 26, 2024, and the Public Hearing notice was installed on July 19, 2024, to comply with Arizona Revised Statute §4-201(b). This notice provided an opportunity for residents to voice their opinions; however, 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 (including Code Enforcement and Planning & Zoning) and neither department had any comments.

STAFF ANALYSIS

A Series 10 liquor license is a non-transferable, off-sale retail privileges liquor license that allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises. A retailer with off-sale privileges may deliver spirituous liquor off of the licensed premises in connection with a retail sale. Payment must be made no later than the time of delivery. A series 10 license may fill and sell "growlers". Reference A.R.S. § 4-244(32).

The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. The Sales/Training Manager has taken the state required Title 4 Basic & Management training. The store managers will also take the Title 4 Basic & Management training. In addition to completing the required training, a manager will be on site during all business hours.

The training procedures call for all employees to be fully trained on state liquor laws upon hire and ongoing review. The training requires the employee to check a Valid ID for anyone who appears to be under the legal drinking age to purchase liquor.

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

Attachments

DLLC Local Governing Body Report

One Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Created 06/27/2024 @ 08:07:37 AM

Local Governing Body Report

LICENSE

Number:		Type:	010 BEER AND WINE STORE
Name:	QUIKTRIP #403		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	17260 W YUMA ROAD GOODYEAR, AZ 85338 USA		
Mailing Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

AGENT

Name:	PERRY CHARLES HUELLMANTEL
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	(480)921-2800
Alt. Phone:	
Email:	CHARLES@HUELLMANTEL.COM

OWNER

Name:	QUIKTRIP CORPORATION		
Contact Name:	PERRY CHARLES HUELLMANTEL		
Type:	CORPORATION		
AZ CC File Number:	F08755030	State of Incorporation:	OK
Incorporation Date:	05/14/1999		
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280 USA		
Phone:	(480)921-2800		
Alt. Phone:			
Email:	CHARLES@HUELLMANTEL.COM		

Officers / Stockholders

60 day - 8-26-24
105 day - 10-10-24

Name:	Title:	% Interest:
CADIEUX FAMILY HOLDINGS LLC	Stockholder	45.00
CHESTER EDOUARD CADIEUX III	CEO,Pres,Stockholder	10.00

QUIKTRIP CORPORATION - CEO,Pres,Stockholder

Name: CHESTER EDOUARD CADIEUX III
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (918)615-7700
Alt. Phone:
Email:

QUIKTRIP CORPORATION - Stockholder

Name: CADIEUX FAMILY HOLDINGS LLC
Contact Name: PERRY CHARLES HUELLMANTEL
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)921-2800
Alt. Phone:
Email:

CADIEUX FAMILY HOLDINGS LLC - Managing Member

Name: CHESTER EDOUARD CADIEUX II
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280
USA
Phone: (918)615-7700
Alt. Phone:
Email:

MANAGERS

Name: JAMES CHRISTOPHER ROBINSON
Gender: Male
Correspondence Address: PO BOX 1833
TEMPE, AZ 85280-1833
USA
Phone: (480)446-6325
Alt. Phone:
Email: JROBINSO@QUIKTRIP.COM

****

Name:	CHRISTOPHER MICHAEL CARLSON
Gender:	Male
Correspondence Address:	PO BOX 1833 TEMPE, AZ 85280-1833 USA
Phone:	(480)446-6335
Alt. Phone:	
Email:	CCARLSON@QUICKTRIP.COM

APPLICATION INFORMATION

Application Number:	296991
Application Type:	New Application
Created Date:	05/22/2024

QUESTIONS & ANSWERS

010 Beer and Wine Store

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)
   Copper Trails Elementary School
   16875 Canyon Trails Blvd.
   Goodyear, AZ 85338
   +/- 2,440 feet
3) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
   Property Owner
4) Is there a penalty if lease is not fulfilled?
   No
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.
   $0
7) Are there walk-up or drive-through windows on the premises?
   No
8) Does the establishment have a patio?
   No
9) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   May 2025

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
QUESTIONNAIRE	QT - 403 - CMC Questionnaire.pdf	05/22/2024
QUESTIONNAIRE	QT - 403 - CEC.pdf	05/22/2024
QUESTIONNAIRE	PCH - 403 - Questionnaire.pdf	05/22/2024
ALIEN STATUS	PCH Alien Status Form.pdf	05/22/2024
ORGANIZATIONAL DOCUMENTS	QT - Liquor - Ownership Breakdown for Liquor Applications.pdf	05/22/2024
DIAGRAM/FLOOR PLAN	QT #403 Floor Plan.pdf	05/23/2024
	PCH - Title 4 Training Certificate 6-18-24.pdf	06/18/2024
	C. Carlson - 2023 Training Certificates.pdf	06/18/2024

ARIZONA DEPARTMENT OF LIQUOR LICENSES AND CONTROL
Application for Liquor License

Section 6, Question #2

QUIKTRIP OWNERSHIP BREAKDOWN

QuikTrip Corporation (Licensee)

Chester E. Cadieux III
President & CEO -101.

↓

Cadieux Family Holdings LLC
(45% owner of QuikTrip Corporation)

Chester E. Cadieux III
Managing Member -221.

↓

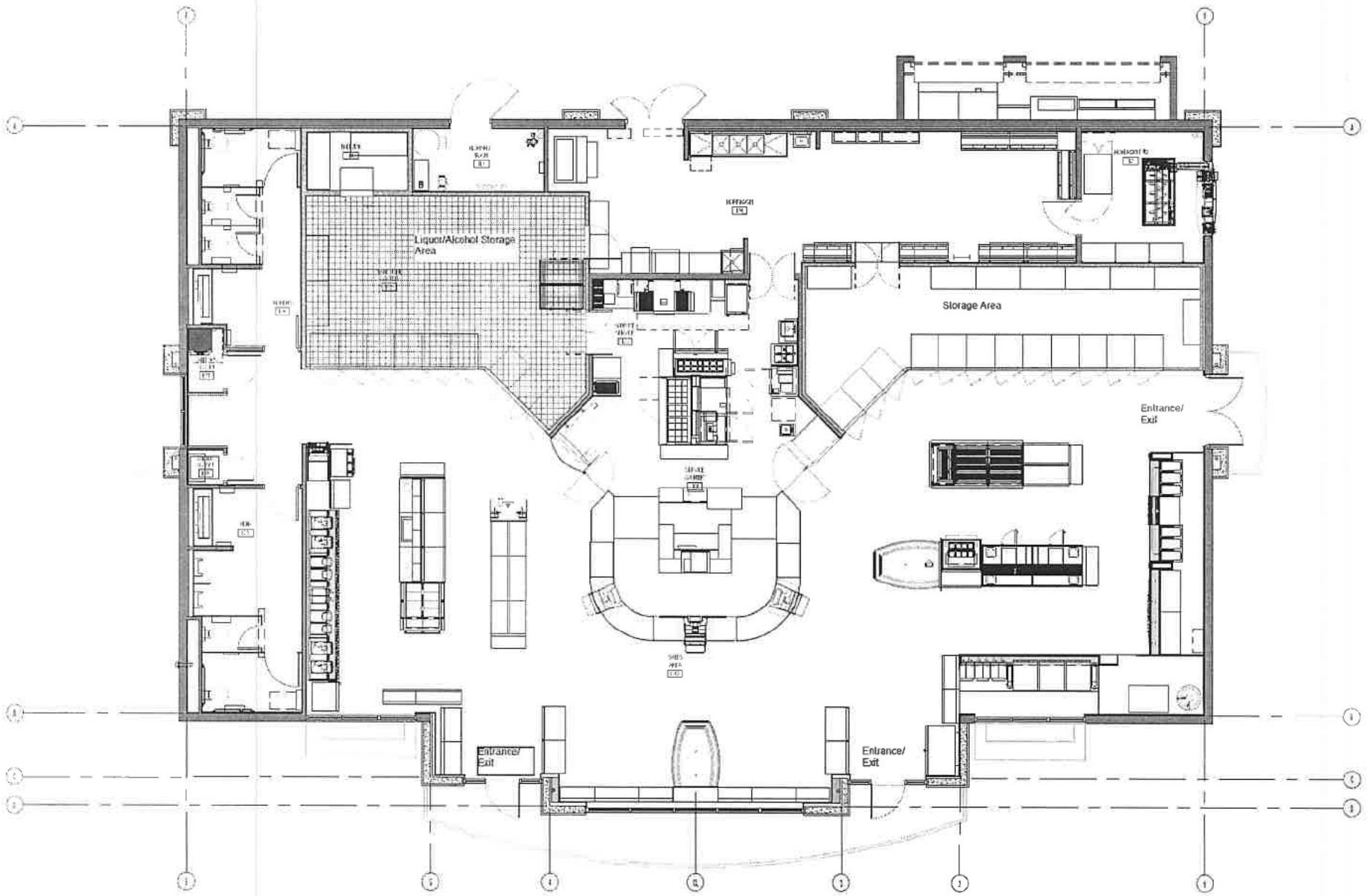
Chester E. Cadieux III
Managing Member of Cadieux Family Holdings LLC

10% of QuikTrip Corporation
22% of CFH LLC
* Fingerprints on file *

* No other person or entity has a 10% or greater interest in the liquor license

'24 MAY 28 Liq. Lic. PM 2:01

5312sqft



A1 REFERENCE FLOOR PLAN

QuikTrip No. 0403

17250 WEST YUMA ROAD
GOODYEAR, ARIZONA

SHEET TITLE:
REFERENCE FLOOR PLAN

SHEET NUMBER:
A101

CSR:
Amount:

'24 MAY 28 Liqr. Lic. PM 2:00

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 296991
Date Accepted:
CSR:

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

805-555

License Number: PENDING

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: Huellmantel (Last) Perry (First) Charles (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Arizona

4. Place of birth: Detroit (City) Michigan (State) USA (COUNTRY) Height: 6'0" Weight: 200 Eyes: Blue Hair: Brown

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

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? August 1988

7. Daytime telephone number: (480) 921-2800 Email address: charles@huellmantel.com

8. Premises Name: QuikTrip #403 Business Phone: PE/ND/ING

9. Premises Address: 17260 W. Yuma Rd (Street (do not use PO Box)), Goodyear (City), AZ (State), Maricopa (County) 85338 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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)
04/2006	CURRENT	Attorney	Huellmantel & Affiliates - P.O. Box 1833, Tempe, AZ 85280

(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
03/1995	CURRENT	[redacted]			

(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 and Management Liquor Law Training Course within the past 3 years?	Yes	☑	No	☐
14.	Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years?	Yes	☐	No	☑
15.	Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or 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) Perry Charles Huellmantel **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:** _____

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) Perry Charles Huellmantel

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 Detroit State Michigan **COUNTRY** United States of America

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

2) Name of document: Arizona Driver's License

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

Individuals requiring ADA accommodations please call (602)542-2999

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 identificationcard.

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.

Individuals requiring ADA accommodations please call (602)542-2999

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.
- ☐ . 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. §

Perry Charles Huellmantel		04/14/23
Print Name	**Signature**	**Date**

'24 JUN 13 PM 3:05 AZDLLC

FINGERPRINT VERIFICATION FORM

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

DLLC USE ONLY

Job #: 296991
Date Accepted:
CSR:

PAID
JUN 13 2024
BY: BD

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:**
June 3, 2024	Perry Charles Huellmantel
Name of Fingerprint Technician: William Padula	
Fingerprint technician's Signature:	
Fingerprint technician's Agency/company Name: Certifix/Miami Beach Notary 305	**Phone Number:** 305-778-7489
Type of Photo ID Provided (check one): ☒ Driver's License ☐ Passport ☐ Other (Please specify)	

Individuals requiring ADA accommodations please call (602)542-2999

'04 MAY 23 AM. DEC. PM 2:00



'24 JUL 30 Liq. Dept PM12:19

Certificate # AZB-OFF-01209569

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

Certificate of Completion
For
Title 4 **BASIC** 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.

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

Perry Charles Huellmantel
Full Name (please print)

Signature

06/17/2024
Training Completion Date

06/17/2027
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 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

06/17/2024
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)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Certificate # AZM-OFF-0120327

'24 6 20 Liqr. Dept PM12:19

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

Perry Charles Huellmantel
Full Name (please print)

Signature

06/17/2024
Training Completion Date

06/17/2027
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

06/17/2024
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)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

CSR:
Amount:

'24 MAY 28 Liqr. Lic. Pr 8:00

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY
Job #: 296991
Date Accepted:
CSR:

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

Type or Print with Black Ink

License Number: PENDING

fp current

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

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

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

1. Check the Appropriate Box → ☐ Agent ☑ Controlling Person

2. Name: Cadieux III (Last) Chester (First) Edouard (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Oklahoma

4. Place of birth: Tulsa (City) Oklahoma (State) USA (COUNTRY) Height: 5'7" Weight: 165 Eyes: Brown Hair: Brown

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

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

7. Daytime telephone number: (918) 615-7700 Email address: Choose not to disclose

8. Premises Name: QuikTrip #403 Business Phone: PE / ND / ING

9. Premises Address: 17260 W. Yuma Rd, Goodyear, AZ Maricopa 85338
Street (do not use PO Box) City State County Zip

'24 MAY 28 Liqr. Lic. AM 2:00

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)
05/2002	CURRENT	President/CEO	QuikTrip Corporation 4705 S. 129th E. Ave., Tulsa, OK 74134

(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
06/2009	CURRENT		[redacted]		

(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) Chester Edouard Cadieux III **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:** 11-14-22

Individuals requiring ADA accommodations please call (602)542-2999

Liquor Licenses within One Mile – QUIKTRIP #403

Applicant Address: 17260 W YUMA RD., GOODYEAR, AZ 85338

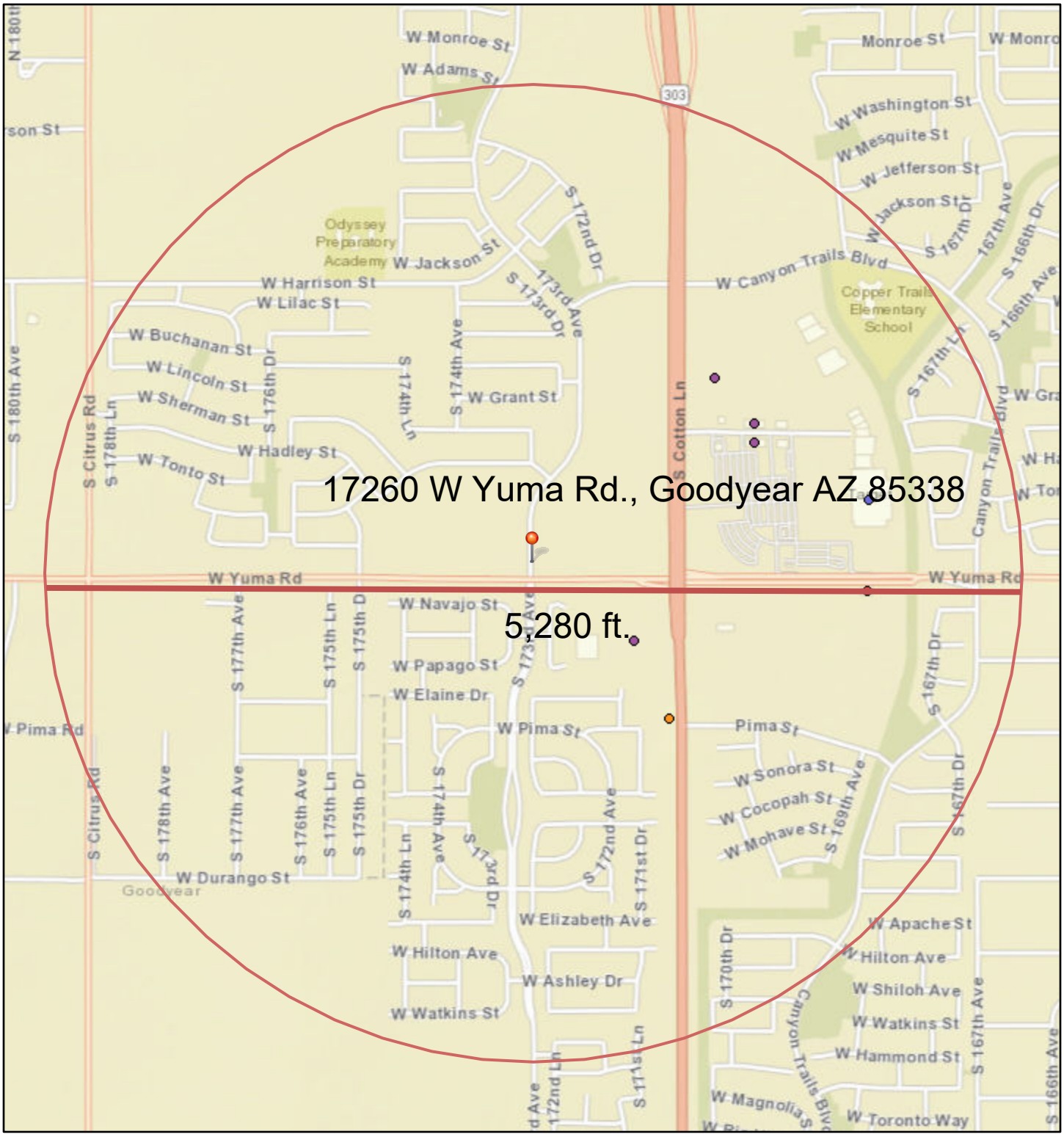
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
FEDERICOS MEXICAN FOOD	1360 S COTTON Lane	1,034.73 ft	12
MOOSE LODGE #2078	1572 S COTTON Lane	1,892.13 ft	14
AH KAI SUSHI & GRILL	831 S COTTON Lane #F1	2,538.06 ft	12
GARDEN PIZZA RESTAURANT	781 COTTON Lane STE 125	2,651.37 ft	12
CHIPOTLE MEXICAN GRILL #4248	655 S COTTON LANE	2,704.55 ft	12
ROMAN'S OASIS	16825 W YUMA Road	3,291.58 ft	6
TARGET #2400	995 S COTTON Lane	3,405.22 ft	9

Schools		
Name	**Address**	**Distance from Applicant Address**
THE ODYSSEY PREPARATORY ACADEMY	17532 W HARRISON ST	4,205.31 ft
COPPER TRAILS	16875 W CANYON TRAILS BLVD	4,31.27 ft

Series Legend:

Alternating Proprietorship (20)
Bar (6)
Beer & Wine Bar (7)
Beer & Wine Store (10)
Beer & Wine Store (10) with Sampling Privleges
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 Privleges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

Liquor License Evaluation - QUIKTRIP #403



7/11/2024, 1:38:57 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

April 2024 Liquor Licenses

- Bar
- Club
- Liquor Store
- Restaurant

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

Clerk and Recorder
City of Goodyear

ITEM #: 4.
DATE: 08/26/2024
AI #:2169

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BUBBA'S 33

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):
Lauren Kay Merrett, Agent

SUMMARY

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

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Recommend approval of Application No. 299995 to the Arizona Department of Liquor Licenses and Control (DLLC). Agent Lauren Kay Merrett has submitted this application for a New Series 12 liquor license for Bubba's 33, which will be located at 1460 N Bullard Ave, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Merrett on behalf of Bubba's 33. The establishment is scheduled to open in September 2024. The City Clerk's office received the application from the DLLC on July 22, 2024, and the Public Hearing notice was posted on July 25th, 2024 to comply with Arizona Revised Statute §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), and the departments had no comments.

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 onsite manager will complete the Title 4 Basic & Management training. Employees are required to complete the AZ Title IV basic liquor training, and law training courses to teach them how and when to request ID.

The restaurant's policy is to require 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 07/22/2024 @ 04:49:13 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	BUBBA'S 33		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1460 N BULLARD AVENUE GOODYEAR, AZ 85395 USA		
Mailing Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA		
Phone:	(602)738-1421		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

AGENT

Name:	LAUREN KAY MERRETT
Gender:	Female
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA
Phone:	(602)738-1421
Alt. Phone:	
Email:	MERECOINC@GMAIL.COM

OWNER

Name:	BUBBA'S HOLDINGS LLC		
Contact Name:	LAUREN MERRETT		
Type:	LIMITED LIABILITY COMPANY		
AZ CC File Number:	R22028229	State of Incorporation:	AZ
Incorporation Date:	08/04/2017		
Correspondence Address:	736 S LONGMORE STREET CHANDLER, AZ 85224 USA		
Phone:	(602)738-1421		
Alt. Phone:			
Email:	MERECOINC@GMAIL.COM		

Officers / Stockholders

Name:	Title:	% Interest:
TEXAS ROADHOUSE INC	ManagingMember,Stockholder	100.00

TEXAS ROADHOUSE INC - ChIEF COMMUNICATIONS OFFICER

Name: TRAVIS CARTER DOSTER
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email: TRAVIS.DOSTER@TEXASROADHOUSE.COM

TEXAS ROADHOUSE INC - President

Name: REGINA ANN TOBIN
Gender: Female
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email: GINA.TOBIN@TEXASROADHOUSE.COM

TEXAS ROADHOUSE INC - ChIEF LEGAL/ADMIN OFFICER/CORP SEC

Name: CHRISTOPHER CHARLES COLSON
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email: CHRISTOPHER.COLSON@TEXASROADHOUSE.COM

BUBBA'S HOLDINGS LLC - ManagingMember,Stockholder

Name: TEXAS ROADHOUSE INC
Contact Name: TEXAS ROADHOUSE INC
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation: AZ
Incorporation Date:
Correspondence Address: 6040 DUTCHMAN LANE
#400
LOUISVILLE, KY 40205
USA
Phone: (623)635-4700
Alt. Phone: (480)917-8478
Email:

TEXAS ROADHOUSE INC - CFO

Name: CHRISTOPHER DAVID MONROE
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email: CHRIS.MONROE@TEXASROADHOUSE.COM

TEXAS ROADHOUSE INC - PresIDENT,CEO

Name: GERALD LEE MORGAN
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email:

TEXAS ROADHOUSE INC - ChIEF TECH OFFICER

Name: HERNAN EDWARD MUJICA
Gender: Male
Correspondence Address: 736 S LONGMORE STREET
CHANDLER, AZ 85224
USA
Phone: (502)426-9984
Alt. Phone:
Email: HERNAN.MUIJCA@TEXASROADHOUSE.COM

MANAGERS

Name: ANDREW JOSEPH WALKER
Gender: Male
Correspondence Address: 3902 W DENVER STREET
CHANDLER, AZ 85226
USA
Phone: (502)426-9984
Alt. Phone: (623)308-4045
Email:

****

Name:	JAIME BARAJAS
Gender:	Male
Correspondence Address:	5500 WAYZATA BOULEVARD STE 1600 MINNEAPOLIS, MN 55416 USA
Phone:	(623)877-9127
Alt. Phone:	(480)231-4041
Email:	

APPLICATION INFORMATION

Application Number: 299995
Application Type: New Application
Created Date: 06/24/2024

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   Property owner
3) Is there a penalty if lease is not fulfilled?
   No
4) Is the Business located within the incorporated limits of the city or town of which it is located?
   Yes
5) What is the total money borrowed for the business not including the lease?
   Please list each amount owed to lenders/individuals.
   0 publicly traded self funded
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?
   Yes
   If yes, what is your estimated completion date?
   9/15/2024
9) What type of business will this license be used for?
   Restaurant

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
DIAGRAM/FLOOR PLAN	Footprint copy.pdf	06/24/2024
MENU	menu copy.pdf	06/24/2024
ORGANIZATIONAL DOCUMENTS	Bubba's Holdings LLC copy.pdf	06/24/2024
QUESTIONNAIRE	My Q (Merged).pdf copy.pdf	06/24/2024
RECORDS REQUIRED FOR AUDIT	AUDIT GOOD records request cop copy.pdf	06/24/2024
RESTAURANT OPERATION PLAN	Rest Op Plan copy copy.pdf	06/24/2024

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ORGANIZATIONAL FLOW CHART

Bubba's Holdings LLC

Texas Roadhouse, Inc.

(A Publicly Traded Company)
(100% Owner/Manager of Bubba's Holdings LLC)

Officers of Texas Roadhouse, Inc.

Title	Full Name / Home Address	Common Stock Ownership
Chief Executive Officer:	Gerald L. Morgan, [redacted]	*
President:	Regina A. Tobin [redacted]	*
Chief Financial Officer:	D. Christopher Monroe, [redacted]	*
Chief Technology Officer:	Hernan E. Mujica [redacted]	*
Chief Communications Officer:	Travis C. Doster, [redacted]	*
Chief Legal and Administrative Officer & Corporate Secretary:	Christopher C. Colson [redacted]	*

Directors of Texas Roadhouse, Inc.

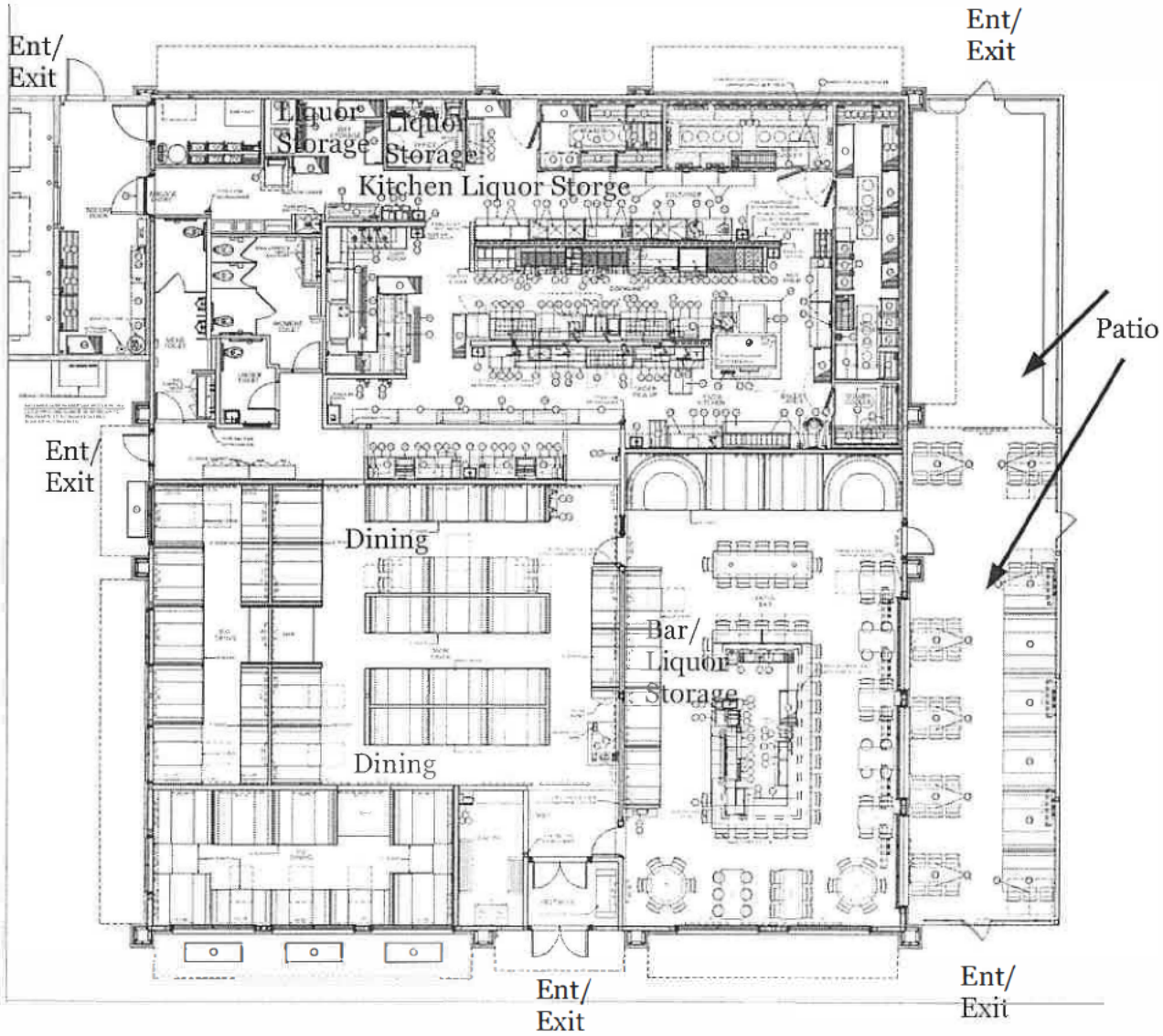
Title	Full Name / Home Address	Common Stock Ownership
Director:	Gerald L. Morgan, [redacted]	*
Director:	Gregory N. Moore, [redacted]	*
Director:	Curtis A. Warfield, [redacted]	*
Director:	James R. Zarley. [redacted]	*
Director:	Kathleen M. Widmer, [redacted]	*
Director:	Michael A. Crawford, [redacted]	*
Director:	Donna T. Epps. [redacted]	*
Director:	Wayne L. Jones, [redacted] 77	*
Director:	Jane M. Abell. [redacted]	*

*** Represents beneficial ownership of less than 1.0% of the outstanding shares of class. As set forth in the 2023 annual report.**

'24 7 8 Liqr. Dept AM 7:03

Bubba's 33
1460 N Bullard Ave.
Goodyear AZ 85395

7575 ft.^{2}



'24 7 8 Liq. Dept AM 7:03

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): Bubba'33

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	ACCUTEMP EGF2083B3650 T1
Oven	COOK AND HOLD OVEN ON CASTERS
Freezer	KOLPAK 208V/3PH 12.3 AMPS 208V/1PH 9.8 AMPS
Refrigerator	SILVER KING SKRCB84H/C13
Sink	ADVANCE TABCO FS-3-2424 24L
Dish Washing Facilities	ECOLAB ECOTEMP EC44HH
Food Preparation Counter (Dimensions)	CUSTOM STAINLESS STEEL
Other	

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.) 95 %

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

(If yes, what percentage of the public floor space does this area cover?) 5 %

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

a) Restaurant dining area of your premises: [294]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 24]

TOTAL [= 318]

Individuals requiring ADA accommodations please call (602)542 2999

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.)

15 flatscreen TVs

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	20
Bartenders	5
Hostesses	5
Managers	1
Servers	60
Other (Bussers)	15
Other ( )	
Other ( )	

I, (Print Full Name) Lauren Kay Merrett 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: Lauren Kay Merrett

Individuals requiring ADA accommodations please call (602)542 2999

#24 7 8 Liqr. Dept 08 7:03

MONDAY MADNESS
any burger
$10.99

TUESDAY PIZZA NIGHT
ANY 12" PIZZA
$12.99
$1.99 add a side salad

PIZZAS FOR Victory

Bottomless BEVERAGES
FLAVORED LEMONADES

Homemade DESSERTS

SIDES
LOAD UP YOUR FRIES, TOTS OR MASHED POTATOES FOR $1.39 (AUD 1.60 - 270 CAL)

KIDS CORNER
FOR CHILDREN 12 YEARS & UNDER

FLAVORED LEMONADE 99¢



Signature HALF-POUND BURGERS

HOMEMADE Stone-Baked PIZZA

BEER
COCKTAILS

Bubba's 33
SCRATCH-MADE
Food FOR All

Signature HALF-POUND BURGERS

HOMEMADE Stone-Baked PIZZA

ICE-COLD BEER

COCKTAILS

DOWNLOAD OUR MOBILE APP!
ORDER TO GO or GET ON THE WAITLIST
VISIT BUBBA33.COM OR SCAN HERE

JOIN OUR FAN CLUB
Get a FREE PIZZA
Sign up online at BUBBA33.COM and get a FREE 12" One Topping Pizza on your next visit

STARTERS

Mouth Watering WINGS

Half-Pound BURGERS
ANGUS BEEF BURGERS

BACON CRUNCH BURGERS

HOMEMADE Stone-Baked PIZZA

TOPPINGS

Fresh SALADS

Signature PASTAS

Hand-Crafted SANDWICHES

Hearty DINNERS

SIDES

LOADS

ADD SOME BUBBA'S Style TO YOUR DINNER

'24 7 8 Liqr. Dept AM 7 03

Beer $9.00 - $22.00

DOMESTIC

- Bud Light®
- Budweiser®
- Miller Lite®
- Coors Light®
- Michelob Ultra®

IMPORT

- Dos Equis®
- Modelo®
- Stella Artois®

CRAFT

- Samuel Adams® Seasonal
- Blue Moon® Belgium White

BOTTLES & CANS

- Heineken®
- Heineken® 0.0
- Samuel Adams® Boston Lager
- Corona Extra®
- Guinness® Draught
- Angry Orchard®
- PBR

SELTZER

- Truly Wild Berry
- Bud Light® Black Cherry

RED WINE

- Ivan Cellars Cabernet Sauvignon
- Apothic Red Blend

WHITE & BLUSH WINE

- Ecco Domani® Pinot Grigio
- Cupcake® Chardonnay

$9.00 - $40.00



Cocktails $9.00-$17.00



BUBBA'S LONG ISLAND ICED TEA
More details

BLUE OCEAN LONG ISLAND ICED TEA
More details



PINK LADY LONG ISLAND ICED TEA
More details

FRESH & FRUITY LEMONADE
More details



SANGRIA RED
More details

MIDNIGHT TRAIN
More details



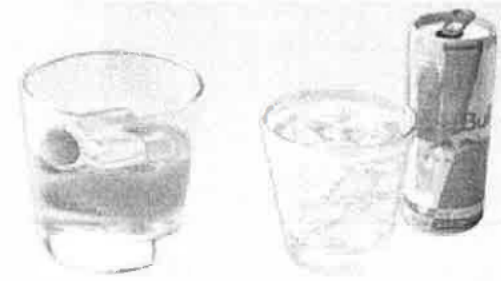
WHISKEY BOURBON
More details

MULES
More details



BLACKBERRY SMASH
More details

PINEAPPLE SMASH
More details



CLASSICA OLD FASHIONED
More details

TITO'S® AND SUGARFREE RED BULL®
More details



FOOD'S SPARKLING LEMONADES
More details

TITO'S® SELTZERS
More details



BUBBA'S MARGARITA
More details

THE TRIPLE CROWN MARG
More details

EXOTIC MARG
More details

'24 7 8 Liq. Dept AM 7 03

Soda etc. $5.00 - $9.00



SOFT DRINKS

ORDER



ICED TEA (SWEET OR UNSWEET)

ORDER



FLAVORED LEMONADE

ORDER



WATER

ORDER

'24 7 8 Liqr. Dept AM 7:02

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

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

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

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

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

Individuals requiring ADA accommodations please call (602)542 9027

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

A. All documents which support the income derived from the sale of food off the license premises.

B. All documents which support purchases made for food to be sold off the licensed premises.

C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

For the purpose of this section:

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

NOTARY

I, (Print Full Name) Lauren Kay Merrett, have read and understand all aspects of this statement

X (Signature) Lauren Kay Merrett
Controlling Person / Agent

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

17 of June 2020
Day Month Year

My commission expires on: 04/14/2026

JAMES E SILVA
Notary Public - Arizona
Maricopa County
Commission # 623720
My Commission Expires April 14, 2026

Signature of NOTARY PUBLIC

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

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LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #	299995
Date Accepted:	6-24-2024
CSR:	Clay

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

FP Current 3-15-2024

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: Merrett, Lauren Kay (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: Phoenix, AZ USA (City / State / COUNTRY) Height: 5'8" Weight: 150 Eyes: HZ Hair: BR

5. Name of current/most recent spouse: Morrow, James Quincy (Last / First) Birth Date [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☒ No ☐ If yes, what is your date of residency? 12/1958

7. Daytime telephone number: 602-738-1421 Email address: Merecoinc@gmail.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602) 542-2999

'24 7 8 Liqr. Dept AM 7:03

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)
01/1996	CURRENT	Pres/CEO Mereco Inc.	736 S Longmore St., Chandler AZ 85224

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
05/2000	CURRENT	[redacted]			

(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) Lauren Kay Merrett **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: Lauren Kay Merrett **Date:** 04/20/2023

'24 7 8 Liqr. Dept AM 7:03

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 #:	299995
Date Accepted:	6-24-2024
CSR:	Cray

FP Current 4.26.2024

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: Doster (Last) Travis (First) Carter (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Kentucky

4. Place of birth: Fayetteville (City) AR (State) USA (COUNTRY) Height: 6' 1" Weight: 215 Eyes: Green Hair: Gray

5. Name of current/most recent spouse: Doster (Last) Elizabeth (First) Anne (Middle) Birth Date [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☐ No ☑ If yes, what is your date of residency? N/A

7. Daytime telephone number: 502 426-9984 Email address: travis.doster@texasroadhouse.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602)542-9469

'24 7 8 Liqr. Dept AM 7:03

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)
11/2023	CURRENT	Chief Communications Officer	Texas Roadhouse 6040 Dutchmans Ln., Louisville, KY 40205
11/2006	11/2023	Multiple, most recently VP of Communications	Texas Roadhouse 6040 Dutchmans Ln., Louisville, KY 40205

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/2010	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]

(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) Travis Carter Doster 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: 9-8-24

'24 7 8 Liqr. Dept AM 7:03

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job#	299995
Date Accepted:	6-24-2024
CSR:	Chaya

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

FP Current
4-26-2024

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.

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

1. Check the Appropriate Box → [ ] Agent [X] Controlling Person

2. Name: Mujica (Last) Hernan (First) Edward (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security # [redacted] Drivers License # [redacted] State Issued: Kentucky

4. Place of birth: Montreal (City) Quebec (State) Canada (COUNTRY) Height: 6'0" Weight: 190 Eyes: green Hair: brown

5. Name of current/most recent spouse: Mujica (Last) Margaret (First) Karen (Middle) Birth Date [redacted] (NOT a public record)

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

7. Daytime telephone number: 502-426-9984 Email address: hernan.mujica@texasroadhouse.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) City State County Zip)

'24 7 8 Liqr. Dept AM 7:03

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)
1/2012	CURRENT	Multiple, currently Chief Information Officer	Texas Roadhouse 6040 Dutchmans Lane, Louisville, KY 40205

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
4/2012	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]

(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) Herman Mujica 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: [signature] Date: 4/8/2024

Individuals requiring ADA accommodations please call (602)542-2999

'24 7 8 Liqr. Dept AM 7:03

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	299995
Date Accepted:	6-24-2024
CSR:	Clay

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

FP Current 4-26-2024

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.

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1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: Tobin (Last) Regina (First) Ann (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Kentucky

4. Place of birth: Greensburg (City) PA (State) USA (COUNTRY) Height: 5'5" Weight: 186 Eyes: Brown Hair: Brown

5. Name of current/most recent spouse: Mi lam (Last) Kat herine (First) Lynn (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 502-426-9984 Email address: gina.tobin@texasroadhouse.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602)542-2999

'24 7 8 Liqr. Dept AM 7:03

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)
01/2023	CURRENT	President	Texas Roadhouse 6040 Dutchmans Ln., Louisville, KY 40205
2021	01/2023	Chief Learning & Culture Officer	Texas Roadhouse - 6040 Dutchmans Ln., Louisville, KY 40205
2019	2021	VP of Training	Texas Roadhouse 6040 Dutchmans Ln., Louisville, KY 40205

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
06/2021	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]
11/2018	06/2021	[redacted]	[redacted]	[redacted]	[redacted]

(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) Regina Ann Tobin 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: [signature] Date: 4-9-24

Individuals requiring ADA accommodations please call (602)542 2999

'24 7 8 Liqr. Dept AM 7:03

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	299995
Date Accepted:	6-24-2024
CSR:	Clay

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

FP Current 4-26-2024

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.

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1. Check the Appropriate Box → ☐ Agent ☒ Controlling Person

2. Name: Morgan (Last) Gerald (First) Lee (Middle) Birth Date [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Kentucky

4. Place of birth: Sarasota (City) FL (State) USA (COUNTRY) Height 6'0" Weight: 190 Eyes: brown Hair: brown

5. Name of current/most recent spouse: Morgan (Last) Michelle (First) Dawn (Middle) Birth Date [redacted] (NOT a public record)

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

7. Daytime telephone number: 502-426-9984 Email address: jerry.morgan@texasroadhouse.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602) 542-2999

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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)
05/1997	CURRENT	Multiple, Currently CEO	Texas Roadhouse - 6040 Dutchmans Lane, Louisville, KY 40205

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
09/2021	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]
07/2020	09/2021	[redacted]	[redacted]	[redacted]	[redacted]
07/2010	07/2020	[redacted]	[redacted]	[redacted]	[redacted]

(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) Gerald Morgan **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:** 4/8/2024

'24 7 8 Liqr. Dept AM 7:03

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 #:	299995
Date Accepted:	6-24-2024
OSK:	Clay

TP Current 4-26-2024

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: Monroe (Last) Christopher (First) David (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: Kentucky

4. Place of birth: El Paso (City) TX (State) USA (COUNTRY) Height: 5'11" Weight: 195 Eyes: Blue Hair: Gray

5. Name of current/most recent spouse: Monroe (Last) Kimberly (First) Wells (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 502-426-9984 Email address: chris.monroe@texasroadhouse.com

8 Premises Name: Bubba's 33 Business Phone Pending

9 Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602)542-2999

'24 7 8 Liqr. Dept #7703

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)
07/2023	CURRENT	Chief Financial Officer	Texas Roadhouse - 6040 Dutchmans Ln., Louisville, KY 40205
04/2017	06/2023	SVP Treasurer	Southwest Airlines - 2702 Love Field Dr., Dallas, TX 75235

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	[redacted]	[redacted]	[redacted]	[redacted]
07/2023	07/2017	[redacted]	[redacted]	[redacted]	[redacted]

(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) David Christopher Monroe 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: 4-8-24

'24 7 8 Liqr. Dept AM 7:03

LC:
Amount:

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY

Job #	249995
Date Accepted	6-24-2024
CSR	Clay

FP Current 4-26-2024

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

Type or Print with Black Ink

License Number:

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: Colson (Last) Christopher (First) Charl e s Birth Date: [redacted] (NOT a public record)

3. Social Security # [redacted] Drivers License #: [redacted] State Issued: Kentucky

4. Place of birth: Louisville (City) KY (State) USA (COUNTRY) Height: 6'1" Weight: 240 Eyes: blue Hair: brown/gray

5. Name of current/most recent spouse: Colson (Last) Bridgette (First) Hibbs (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 502-426-9984 Email address: christopher.colson@texasroadhouse.com

8. Premises Name: Bubba's 33 Business Phone: Pending

9. Premises Address: 1460 N Bullard Ave. Goodyear AZ 85395 Maricopa
(Street (do not use PO Box) / City / State / County / Zip)

'24 7 8 Liqr. Dept AM 7:03

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
09/2005	CURRENT	Multiple, Currently Chief Legal and Administrative Officer and Corporate Secretary	Texas Roadhouse 6040 Dutchmans Lane, Louisville, KY 40205

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

FROM Month/Year	To Month/Year	Street	City	State	Zip
01/2016	CURRENT	[redacted]	[redacted]	[redacted]	[redacted]

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As an Agent or Controlling Person, will you be managing the day to day operation of the licensed premises? If you answered YES, then answer #13 below. If NO, skip to #14 — Yes ☐ No ☑

13. Have you attended a DLLC approved Basic and Management Liquor Law Training Course within the past 3 years? MUST attach copies of both training certificates. — Yes ☐ No ☐

14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? — Yes ☐ No ☑

15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summons pending against you? (Do not include civil traffic tickets) *A.R.S.§4-202,4-210* — Yes ☐ No ☑

16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? — Yes ☐ No ☑

17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked, or suspended in or outside of Arizona within the last five years? *A.R.S.§4-202(D)* — Yes ☐ No ☑

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

I, (Print Full Name) Christopher Colson 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: 04/08/2024

Liquor Licenses within One Mile – Bubba's 33

Applicant Address: 1460 N Bullard AVE Goodyear, AZ 85395

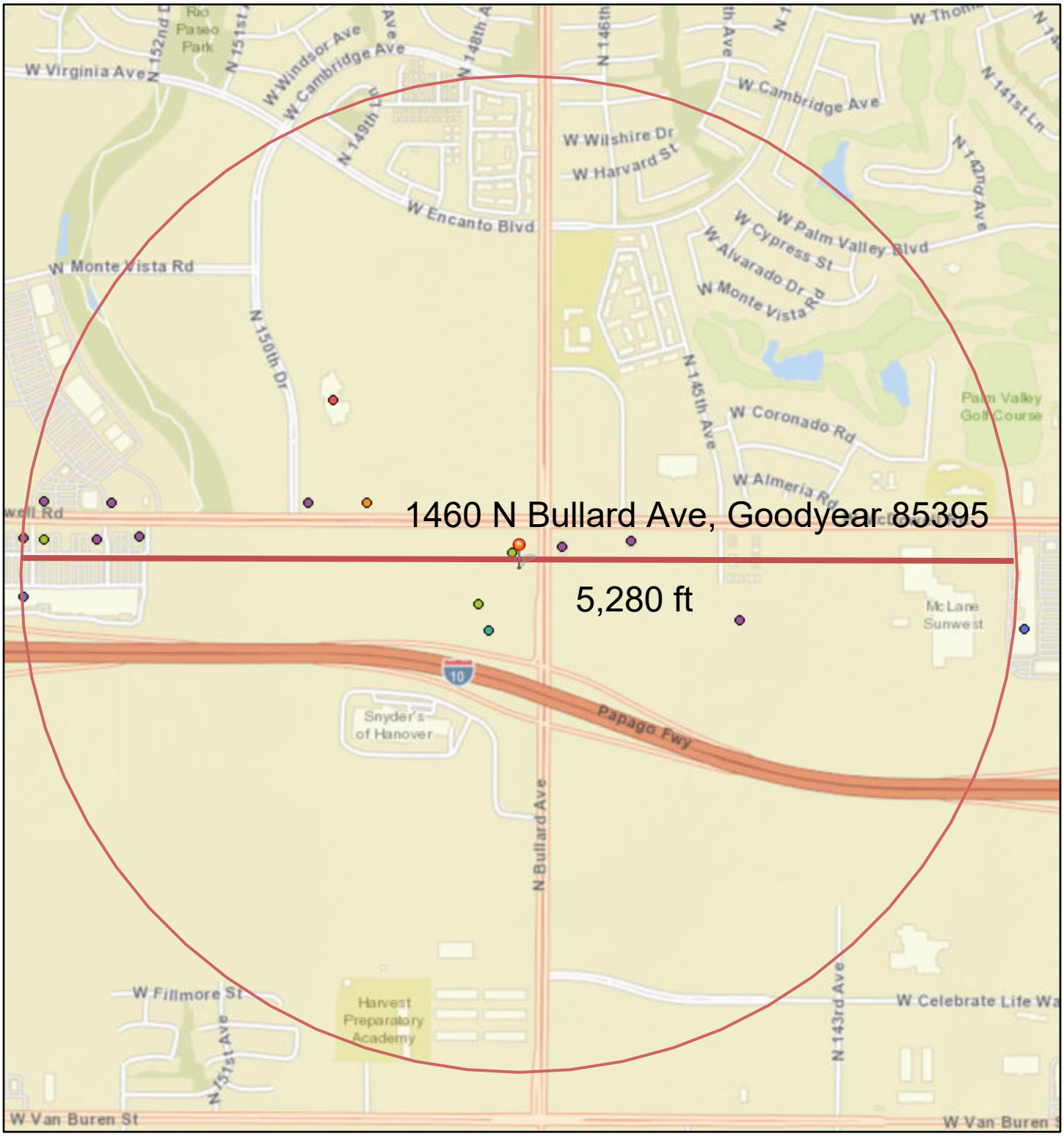
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
QUIK TRIP #1417	1540 N BULLARD AVE	414.71 ft	10
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE	498.01 ft	10
SPRINGHILL SUITES BY MARRIOT GOODYEAR	1370 N BULLARD AVE	579.98 ft	11
1430 N BULLARD AVE	14681 W MCDOWELL RD	612.09 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	1,262.68 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,917.96 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,917.96 ft	12G
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	2,484.74 ft	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	2,878.24 ft	6
TEXAS RDHOUSE	15255 W MCDOWELL RD	4,146.66 ft	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD	4,488.77 ft	12
RED LOBSTER #6342	15311 W MCDOWELL RD	4,594.17 ft	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD	5,154.41 ft	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD	5,200.73 ft	12

Schools			
ARCHWAY TRIVIUM WEST	2001 N BULLARD AVE	2,821.51 ft	n/a
ARCHWAY TRIVIUM EAST	14130 W MCDOWELL RD	4,831.77 ft	n/a
SOMERSET ACADEMY SKYWAY CAMPUS	14900 W VAN BUREN ST	4,950.8 ft	n/a

Series Legend:

Alternating Proprietorship (20)
Bar (6)
Beer & Wine Bar (7)
Beer & Wine Store (10)
Beer & Wine Store (10) with Sampling Privleges
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 Privleges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

Liquor License Evaluation - Bubba's 33



8/5/2024, 11:06:36 AM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

April 2024 Liquor Licenses

- Bar
- Beer and Wine Store
- Bring Your Own
- Hotel / Motel
- Interim Permit
- Liquor Store
- Liquor Store Sampling
- Restaurant
- Restaurant Growler

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

Clerk and Recorder
City of Goodyear

ITEM #: 5.
DATE: 08/26/2024
AI #:2160

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR THE STILLERY

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



RECOMMENDATION

Recommend approval of Application No. 300081 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 The Stillery, which will be located at 1971 N Globe Drive, Bldg #03A, Goodyear, Arizona 85395. (Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

A new Series 12 liquor license application was submitted by Ms. Lewkowitz on behalf of The Stillery. The establishment is scheduled to open in September 2024. The City Clerk's office received the application from the DLLC on July 11, 2024, and the Public Hearing notice was posted on July 16th, 2024, to comply with Arizona Revised Statute §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), and the departments had

no comments.

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 premise manager has completed the Title 4 Basic & Management training. Employees will either complete the AZ Title IV liquor training or attend in-house liquor training by a manager who has completed the training. Managers and staff will monitor guest alcohol consumption through the licensed premises.

The restaurant's policy is to require 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 07/11/2024 @ 04:27:28 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	THE STILLERY		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1971 N GLOBE DRIVE BLDG #03A GOODYEAR, AZ 85395 USA		
Mailing Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA		
Phone:	(602)200-7222		
Alt. Phone:			
Email:	ANDREA@LEWKLAW.COM		

AGENT

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

OWNER

Name:	STILLAZ THREE LLC
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	23383032 State of Incorporation: AZ
Incorporation Date:	06/06/2022
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:
ALANE JENET KOVACH	Member	30.00
STEPHEN EMERY KOVACH IV	Member	30.00
STILL CHANDLER LLC	Member	10.00
WINTERS III LLC	Member	10.00
SARGENT DINING LLC	Member	10.00

SARGENT DINING LLC - MEMBER

Name:	STEVEN RYAN SARGENT
Gender:	Male
Correspondence Address:	2450 S ARIZONA AVENUE #1 CHANDLER, AZ 85286 USA
Phone:	(817)666-5275
Alt. Phone:	
Email:	SARGENTDININA@GMAIL.COM

STILL CHANDLER LLC - ManaGING MEMBER

Name:	JAMES FRED SAMPLEY III
Gender:	Male
Correspondence Address:	2501 W HAPPY VALLEY ROAD #12 PHOENIX, AZ 85085 USA
Phone:	(480)399-6635
Alt. Phone:	
Email:	JIM.SAMPLEY@GMAIL.COM

WINTERS III LLC - Member

Name:	KELDY RAY WINTERS
Gender:	Male
Correspondence Address:	2727 W FRYE ROAD STE 220 CHANDLER, AZ 85224 USA
Phone:	(480)782-5550
Alt. Phone:	(360)431-4135
Email:	KELDYWINTERS@GMAIL.COM

STILLAZ THREE LLC - Member

Name: STILL CHANDLER LLC
Contact Name: WILLIAM CHARLES RYAN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2501 W HAPPY VALLEY ROAD
#12
PHOENIX, AZ 85085
USA
Phone: (480)694-4773
Alt. Phone:
Email: BILLRYANINFINITY@GMAIL.COM

STILLAZ THREE LLC - Member

Name: WINTERS III LLC
Contact Name: ANDREA DAHLMAN 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

STILLAZ THREE LLC - Member

Name: STEPHEN EMERY KOVACH IV
Gender: Male
Correspondence Address: 12539 N SIERRA DEL SOL
FOUNTAIN HILLS, AZ 85268
USA
Phone: (602)432-4007
Alt. Phone:
Email: STEVE@STEVEKOVACH.NET

STILLAZ THREE LLC - Member

Name: SARGENT DINING LLC
Contact Name: WILLIAM CHARLES RYAN
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: State of Incorporation:
Incorporation Date:
Correspondence Address: 2501 W HAPPY VALLEY ROAD
#12
PHOENIX, AZ 85085
USA
Phone: (480)694-4773
Alt. Phone:
Email: BILLRYANINFINITY@GMAIL.COM

STILLAZ THREE LLC - Member

Name:	ALANE JENET KOVACH
Gender:	Female
Correspondence Address:	12539 N SIERRA DEL SOL FOUNTAIN HILLS, AZ 85268 USA
Phone:	(602)432-4008
Alt. Phone:	
Email:	KOVACHAK@GMAIL.COM

APPLICATION INFORMATION

Application Number:	300081
Application Type:	New Application
Created Date:	06/25/2024

QUESTIONS & ANSWERS

012 Restaurant

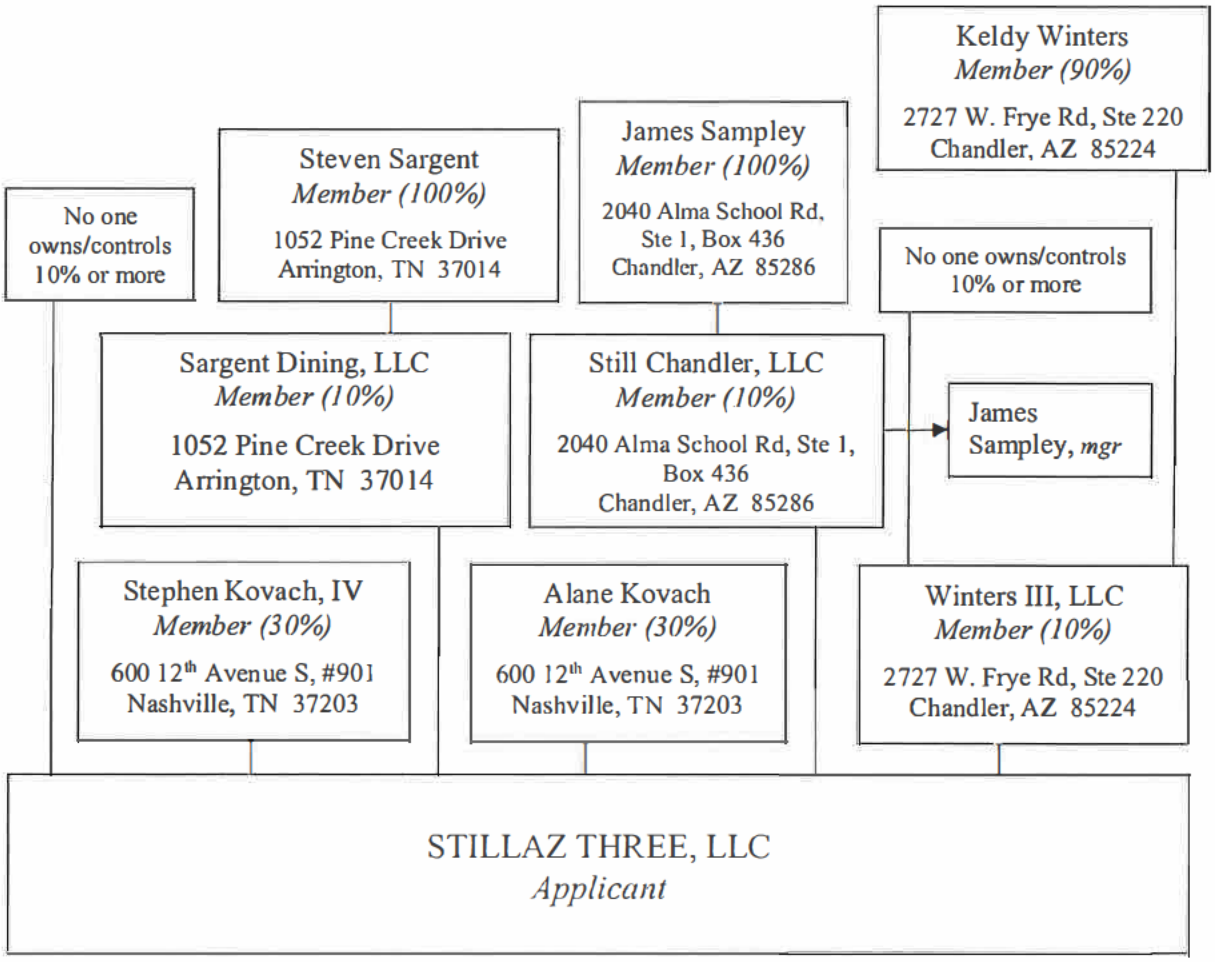
1) Are you applying for an Interim Permit (INP)?
   No
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   PROPERTY TENANT
3) Is there a penalty if lease is not fulfilled?
   Yes
   What is the 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?
   Yes
   If yes, what is your estimated completion date?
   SEPTEMBER 2024
9) What type of business will this license be used for?
   RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	Gdyr Agt ADL (Ctn).pdf	06/25/2024
QUESTIONNAIRE	Gdyr Agt ADL (Q).pdf	06/25/2024
RECORDS REQUIRED FOR AUDIT	Gdyr Audit.pdf	06/25/2024
DIAGRAM/FLOOR PLAN	Gdyr Diagram.pdf	06/25/2024
QUESTIONNAIRE	Gdyr_CP A Kovach (Q+S).pdf	07/03/2024
QUESTIONNAIRE	Gdyr CP S Kovach (Q+S).pdf	07/03/2024
QUESTIONNAIRE	Gdyr_CP Sampley (Q+S+T).pdf	07/03/2024
QUESTIONNAIRE	Gdyr CP Sargent (Q+S).pdf	07/03/2024
QUESTIONNAIRE	Gdyr CP Winters (Q+FP).pdf	07/03/2024
MENU	Gdyr Menu.pdf	07/03/2024
RESTAURANT OPERATION PLAN	Gdyr ROP.pdf	07/03/2024
ORGANIZATIONAL DOCUMENTS	StillAz Three, LLC_Ownership Chart.pdf	07/03/2024

'24 7 11 Liq. Dept PM 4:14

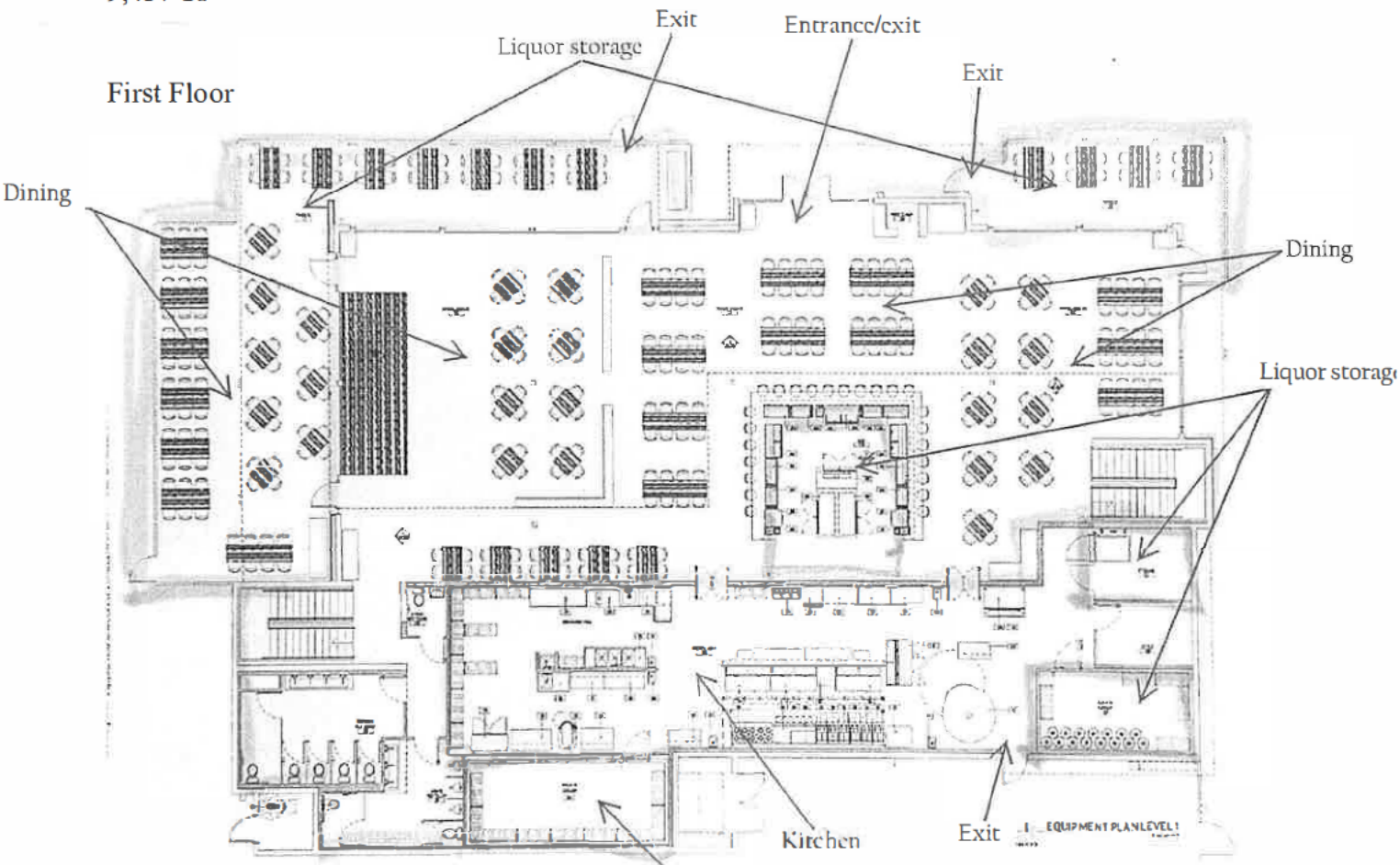
STILLAZ THREE, LLC
Ownership Chart | 7/11/2024



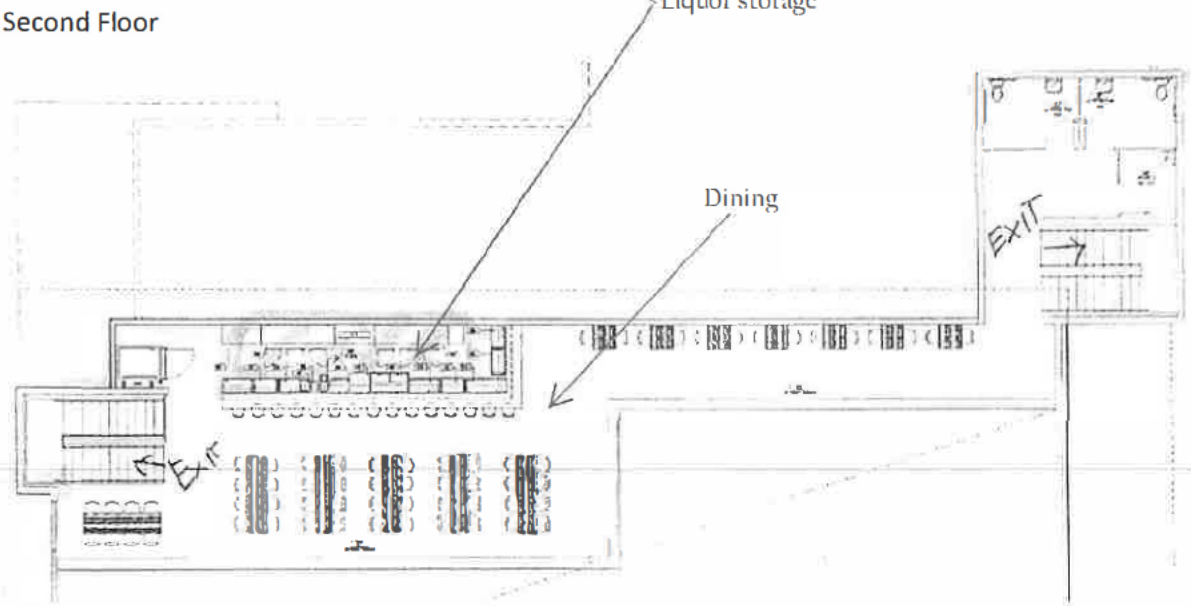
THE STILLERY
1971 N. Globe Drive, Bldg 03A
Goodyear, AZ 85395
9,437 SF

'24 7 11 Liq. Dept PM 1:10

First Floor



Second Floor



'24 7 11 Liqr. Dept Rm 1 >10

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): THE STILLERY

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	60" GRIDDLE/VULCAN | 36" BROILER/VULCAN | FRYER/VULCAN
Oven	60" RANGE, 10-BURNER, DOUBLE OVEN/VULCAN | PIZZA OVEN/WOODSTONE
Freezer	49" FREEZER/TRUE
Refrigerator	WALK-IN COOLER
Sink	HAND SINK/single | WORK TABLE/sink | 3-COMPARTMENT
Dish Washing Facilities	DISH MACHINE/CONVEYOR | DIRTY DISH TABLE
Food Preparation Counter (Dimensions)	STAINLESS STEEL TABLES (30"x60" + 36"x30" + 60"x30" + 48"x30")
Other	60 QT MIXER

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.) 65 %

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

(If yes, what percentage of the public floor space does this area cover?) 15 %

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

a) Restaurant dining area of your premises: [262]

(DO NOT INCLUDE PATIO SEATING)

b) Bar area [+ 126]

TOTAL [= 388]

Individuals requiring ADA accommodations please call (602)542 9027

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.)

(1) TELEVISION

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.)

LIVE MUSIC + PATRON DANCING

10. List number of employees for each position:

Position	How many
Cooks	20
Bartenders	8
Hostesses	4
Managers	5
Servers	20
Other (DISHWASHERS)	6
Other ( )	
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:

'24 7 11 Dept FH 1 30

THE STILLERY

FINE SHINE & GOOD EATS

NASHVILLE, TN EST. 2015

-Nashville, TN-
113 2nd Ave N
1021 Broadway

-Chandler, AZ-
130 S Arizona Ave

-Phoenix, AZ-
2501 W Happy Valley Rd

-Goodyear, AZ-
Coming in 2024!

-Westminster, CO-
10633 Westminster Blvd

STARTERS

Sriracha Devil Eggs 12 As the name describes, crispy prosciutto, parm, chive
Fried Green Beans 13 w/ house ranch
Queso 16 House made w/ roasted chiles + chips
Crispy Brussels 15 Hot honey, feta, chive, lemon
Chicken Fried Cheese 15 House breaded deep fried cheese curds w/ sriracha ranch
Pretzels 14 Semi-soft pretzel bites w/ our house queso
Jalapeño-Bacon Rangoons 14 Inside-out jalapeno 'poppers' wrapped in crispy wontons w/ house ranch
Pickle Chips 13 Lightly breaded & fried crispy, w/ house ranch
Cast Iron Wings 19 One pound, choose: BBQ, house hot, or 'Nashville' HOT
Hot Chicken Nachos 19 Queso, mac sauce, roasted jalapenos, tomato, crema, chive

GREENS

Wrap it all up in an oversized tortilla +1

Caesar 14 Romaine hearts, garlicky-dressing, croutons, shaved parm, lemon zest
Chop-Chop 14 Roasted tomato, brussels sprouts, roasted red bell pepper, feta, romaine, honey-balsamic vinaigrette, house croutons, shaved parm, herbs
Strawberry Gorgonzola 14 Strawberries, gorgonzola, candied pecans, mixed greens, crispy wonton, white balsamic vinaigrette
Wedge 13 Iceberg, gorgonzola, bacon, tomato, onion, buttermilk-bleu dressing
Thai Chicken 15 Shredded chicken, napa cabbage, carrot, cilantro, spring mix, ginger-sesame vin, crispy wonton
Hot Chicken Salad 17.5 Hot chicken atop chopped romaine w/ shredded cheddar, tomato, bacon, onion, house ranch

HOUSE SPECIALTIES

Mac & Cheese 15 Cavatappi, house cheese sauce, baked with buttery breadcrumbs ***top w/ hot chicken +$3***
Chicken Fingers 17 House brined and hand breaded, w/ house cut fries + Texas toast (ask for house or Nashville hot)
Steak Fingers 18 Hand breaded & deep fried cube steak, w/ house cut fries + Texas toast +country gravy
Catfish & 'Chips' 19 Deep-fried with a light & crispy breading, w/ house cut fries + Texas toast
Blackened Salmon 26 Honey-mustard glazed, house cut fries, mixed greens

RUSTIC PIES

All pizzas are individual+ (8x12"ish) sized, made using freshly sourced & house made ingredients then baked in our +/-700 degree brick oven

Plain Jane 18 Red sauce, mozz, parm, herbs
Spicy Sausage 20 House-made hot Italian sausage, grilled onions, red sauce, mozz, parm, herbs
Cheese Steak Pie 20 Thin sliced sirloin, mac sauce, caramelized onion, mozz, chive + pretzel crust!
Sticky Sweet 20.5 Pepperoni, mushroom, feta, red sauce, mozz, parm, herbs, hot honey
Brussel Sprout 19 Garlic oil, caramelized onion, roasted brussel sprouts, bacon, mozz, parm, herbs
Hot Chicken Pie 20 Hot chicken, white sauce, cheddar, mozz, bacon, ranch crust
Tomato+Pesto 19 Roasted tomato, basil pesto, red sauce, mozz, parm, herbs
Pepperoni 20 Roasted red pepper, confit garlic, red sauce, mozz, parm, herbs
BBQ Chicken 20 Roasted chicken, bacon, caramelized onion, bbq sauce, cheddar, mozz, parm, chive
Prosciutto & Arugula 20 White sauce, mozz, parm, dressed arugula
Braised Broccolini 19 White sauce, roasted tomato, caramelized onion, mozz, parm, herbs

TWO HANDED SANDWICHES

Served w/ house cut fries, sweet potato fries (+2.) mixed greens, or baked mac & cheese (+$3)

Hot Chicken 17.5 Fried crispy, spicy sauce, fried pickles, lettuce, tomato, bleu cheese spread
Turkey Burger 18 Muenster cheese, avocado, arugula, sriracha mayo
Cheesesteak 17 White American, roasted garlic aioli, caramelized onion
Grilled Cheese 16 Muenster grilled cheese (add bacon +2, tomato +1)
Sonoran Burger 19 Roasted jalapeños, caramelized onion, bacon, pepper jack, roasted garlic aioli
MC Burger* 19 Cheddar, bacon, prosciutto, fried egg, roasted garlic aioli on an oversized English muffin
All-American Burger 18 Cheddar, lettuce, tomato, onion, pickle
Bacon Mushroom Bleu 19 Gorgonzola spread, bacon, mushroom, arugula, roasted garlic aioli
Pimento Cheese Burger 19 House pimento cheese, bacon, caramelized onion, roasted garlic aioli
The Carnivore 26 Four patties, bacon, cheddar, pepper jack, roasted garlic aioli, house BBQ sauce

*Consuming raw or undercooked protein may increase your risk of foodborne illness

*These items may contain raw or undercooked ingredients.

Prices listed on our menu reflect our cash price. Our regular price includes 3.5% non cash adjustment. We offer savings when you pay cash

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SPECIALTY COCKTAILS

Smoked Old Fashioned 14
Buffalo Trace bourbon, two bitters, brown sugar simple, cherry smoke, big rock

Papa G 13
Double spiced Superbird Fuego, lime, agave

Stillery Paloma 13
Cazadores reposado, lime, simple, grapefruit jarritos

Old Oaxacan 15
Corazon anejo, agave, aztec chocolate bitters, big rock

Kentucky Mule 13
Traveller whiskey, lime, mint, ginger beer

Cold Brew Martini 13
Mr Black, Wheatley vodka, cold brew, vanilla simple

3 AMIGOS HOUSE MARG 9

MASON JAR COCKTAILS '13

Corbasil
Commerce gin, fresh basil, simple syrup, soda, lime

Dreamsicle
Ole Smoky orange, vanilla infused 'shine, orange juice, lemonlime soda

Blueberry Smash
Western Son blueberry vodka, smashed blueberries, simple syrup, lime, soda

Hunch Punch
Ole Smoky Hunch Punch 'shine, house sour, lemon-line soda

Southern Peach
American Born Dixie 'shine, peach liquor, sweet tea, sour

Blackberry Lime
Ole Smoky Blackberry 'shine, lime, sour, lemon-lime soda

ON TAP

San Tan Hefe 7
Chandler, AZ - ABV 5% - IBU 8

Mother Rd Towerstation IPA 7
Flagstaff, AZ ABV 7.3% - IBU 70

San Tan JuicyJack IPA 7
Chandler, AZ - ABV 6.5% IBU 37

Papago Orange Blossom 7
Tempe, AZ ABV 5% - IBU 15

Four Peaks Kiltlifter 7
Tempe, AZ ABV 6% - IBU 21

The Shop Beer Co Crispy Blonde 7
Tempe, AZ -ABV 5.5% - IBU 10

Rotating Seasonal MKT
Ever changing

The Stillery Light Lager 6
Tempe, AZ - ABV 4%

LOCAL+REGIONAL BREWS

Huss Scottsdale Blonde 7
Tempe, AZ - ABV 4.7% - IBU 16

O.H.S.O. Popcycle Blonde 7
Phoenix, AZ, ABV 4.5% - IBU 8

Grand Canyon Sunset Amber 6
Flagstaff, AZ ABV 5.5% - IBU 25

College Street Big Blue Van 7
Lake Havasu, AZ ABV 5.4%

College St V. Beauregard 7
Lake Havasu, AZ ABV 4.3% - IBU 11

The Shop Beer Co Church M. IPA 7
Tempe, AZ 6.7% ABV - IBU 46

Phx Beer Co Monsoon IPA 7
Phoenix, AZ ABV 7% - IBU 70

Mudshark Vanilla Carmel Porter 7
Lake Havasu, AZ 5.8% ABV - IBU 20

Cider Corps Cider [rotating] 8
Mesa, AZ

EVERYTHING ELSE

Modelo Especial 6
Mexico - ABV 4.5%

XX Lager 6
Mexico - ABV 4.5%

Pacifico Clara 6
Mexico - ABV 4.4%

Firestone Walker 805 7
Central Coast, CA - ABV 4.7% - IBU 15

Guinness Stout (16oz) **7**
Ireland ABV 4.2% IBU 50

High Noon Seltzer 7
Vodka or Tequila

Santan Sun Splash 7
Vodka based seltzer

Long Drink 7
Gin based seltzer

Athletics Upslope Golden Ale [NA] 6

Run Wild IPA [NA] 6

USUAL SUSPECTS '7

Coors Light Golden, CO
Coors Banquet, Golden, CO
PBR Milwaukee, WI
Miller Lite Milwaukee, WI
Michelob Ultra St Louis, MO
Bud Light St Louis, MO

16oz cans

WINE BY THE GLASS

La Marca Prosecco [187ml] 11
Daou Rose 12
Three Pears Pinot Grigio 12
Whitehaven Sauvignon Blanc 13
La Crema Chardonnay 14
Bonanza by Caymus Cab 12
Sea Sun Pinot Noir 12
Michael David Freakshow Red Blend 14
Juggernaut Cabernet Sauvignon 16

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The Stillery Goodyear Non Alcoholic Beverage List

Pepsi Products $3
Iced Teas $3
Coffee $3

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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): THE STILLERY
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

Individuals requiring ADA accommodations please call (602)542-2995

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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

To request reasonable ADA accommodations please call (602)542-2999

CSR:
Amount:

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AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY

Job #: 300081
Date Accepted: 07-11-2024
CSR: JG

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

FP current 08-29-2023

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** → [X] **Agent** [ ] **Controlling Person**

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

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

4. Place of birth: MANKATO (City) MN (State) USA (COUNTRY) Height: 5'8" Weight: 140 Eyes: HZL Hair: BLN

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

6. Are you a bonafide resident of Arizona? Yes [X] No [ ] If yes, what is your date of residency? 04/1961

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

8. Premises Name: THE STILLERY Business Phone: PENDING / ____

9. Premises Address: 1971 N GLOBE DRIVE BLDG 03A (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85395 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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	[redacted]			

(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:** 06/24/2024

LC:
Amount:

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AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	300081
Date Accepted:	07-11-2024
CSR:	SG

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

FP: current until 5/ 5/2025

Type or Print with Black Ink

FP current 05.05.2023

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: KOVACH (Last) ALANE (First) JENET (Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security # [redacted] Drivers License #: [redacted] State Issued: TN

4. Place of birth: GRAND JUNCTION (City) CO (State) USA (COUNTRY) Height: 5'2" Weight: 114 Eyes: BL Hair: BWN

5. Name of current/most recent spouse: KOVACH (Last) STEPHEN (First) EMERY (Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 602 432 4008 Email address: kovachak@gmail.com

8. Premises Name: THE STILLERY Business Phone: PENDING

9. Premises Address: 1971 N. GLOBE DRIVE, BLDG 03A (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85395 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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)
07/13	CURRENT	MEMBER/OWNER	NASHVILLE STREET TACO, THE STILLERY NA
			THE STILLERY CHANDLER, PHOENIX, WESTM
			600 12th AVENUE S, #901, NASHVILLE, TN 37203

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
11/22	CURRENT	[redacted]			
06/2010	CURRENT	[redacted]			

(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) Alane Kovach **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: Alane Kovach **Date:** June 20 2024

Individuals requiring ADA accommodations please call (602)542 2999

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Supplement to AzDLLC Questionnaire

ALANE JENET KOVACH

#18. Yes –
I hold an interest in StillAz II, LLC, which holds Arizona liquor license no. 012070017320. By AzDLLC Consent Agreement and Order No. 000437-23, the license was suspended from May 30 – June 2, 2024, and a fine was paid as a settlement of alleged violations for an incident that occurred on August 6, 2023.

Alane Kovach

Date 6/20/24

LC:
Amount:

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AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	7000081
Date Accepted:	07-11-2024
CSR:	SG

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

FP: current until 5/5/2025

Type or Print with Black Ink

FP current 05-05-2023

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: Kovach IV (Last) Stephen (First) Emery (Middle) Birth Date: [redacted]

3 Social Security #: [redacted] Drivers License #: [redacted] State Issued: TN

4. Place of birth: West Point (City) NY (State) USA (COUNTRY) Height: 5'9" Weight: 190 Eyes: Blue Hair: Blonde

5. Name of current/most recent spouse: Kovach (Last) Alane (First) Jenet (Middle) Birth Date: [redacted]

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 1978

7. Daytime telephone number: 602-432-4007 Email address: steve@stevekovach.net

8. Premises Name: THE STILLERY Business Phone: PEN / DING /

9. Premises Address: 1971 N. GLOBE DRIVE, BLDG 03A (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85395 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
06/2016	CURRENT	Member- restaurant	The Stillery Midtown, Big Jimmy's- Nashville, TN 1921 Broadway 37203
04/2022	Current	Member- restaurant	Wanna Spoon, Emery, Nashville Street Taco- Nashville, TN 111 Caruthers Avenue 37204
10/2020	Current	Member- restaurant	The Stillery Chandler and Deer Valley- Arizona 130 S. Arizona Ave., Chandler, AZ 85225
6/2022	Current	Member- restaurant	The Stillery- Westminster, CO 10633 Westminster Blvd. #900 80020
10/2019	05/2023	Partner- construction	Kovach Building Enclosures 3195 W. Armstrong Place Chandler, AZ 85286

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
06/2010	CURRENT	[redacted]			
11/2022	current	[redacted]			

(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) Stephen Kovach **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: [signature] **Date:** 06/18/2024

Individuals requiring ADA accommodations please call (602)542 2999

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Supplement to AzDLLC Questionnaire

Stephen Kovach

#18. Yes –
I hold an interest in StillAz II, LLC, which holds Arizona liquor license no. 012070017320. By AzDLLC Consent Agreement and Order No. 000437 23, the license was suspended from May 30 – June 2, 2024, and a fine was paid as a settlement of alleged violations for an incident that occurred on August 6, 2023.



Date 06/18/2024

LC:
Amount:

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AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	360081
Date Accepted:	07-11-2024
CSR:	SG

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

FP: current until 5/5/2025

Type or Print with Black Ink

FP current 05-05-2023

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: SAMPLEY (Last) JAMES (First) FRED (Middle) Birth Date [redacted] (NOT a public record)

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

4. Place of birth: PHOENIX (City) AZ (State) USA (COUNTRY) Height: 6'1 Weight: 180 Eyes: BLUE Hair: BRN

5. Name of current/most recent spouse: PEREZ (Last) JENNIFER (First) MARIE (Middle) Birth Date: [redacted] (NOT a public record)

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 03/19/1974

7. Daytime telephone number: (480) 399-6635 Email address: JIM@SAMCON.NET

8. Premises Name: THE STILLERY Business Phone: PEN DI N __/__/____

9. Premises Address: 1971 N. GLOBE DRIVE, BLDG 03A (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85395 (Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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)
11/2019	CURRENT	construction	Sampley Construction LLC
			2040 S Alma School Rd, Suite 1 Box 436, Chandler, AZ. 85286
01/2017	04/2020	construction	Bambuilt Construction, LLC
			2040 S Alma School Rd, Suite 1 Box 436, Chandler, AZ. 85286

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
12/2022	CURRENT	[redacted]			
10/2020	12/2022	[redacted]			
10/2019	10/2020	[redacted]			
10/2017	10/2019	[redacted]			

(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) James Sampley 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: 6/21/24

Individuals requiring ADA accommodations please call (602)542-2999

'24 7 11 Liqr. Dept PM 1:09

Supplement to AzDLLC Questionnaire

JAMES FRED SAMPLEY

#18. Yes –
I hold an interest in StillAz II, LLC, which holds Arizona liquor license no. 012070017320. By AzDLLC Consent Agreement and Order No. 000437-23, the license was suspended from May 30 – June 2, 2024, and a fine was paid as a settlement of alleged violations for an incident that occurred on August 6, 2023.

Date 7/2/24

Certificate #662745

'24 7 11 Liqr. Dept PM 1:09

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

DITAT DEUS

James Sampley
Full Name (please print)

Signature

07-13-2023
Training Completion Date

1912

07-12-2026
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

13 / 07 / 2023
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

Certificate #662745

'24 7 11 Liqr. Dept Ph 1:03

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

James Sampley
Full Name (please print)

Signature

07-13-2023
Training Completion Date

07-12-2026
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

13 / 07 / 2023
Day Mo Year

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

In-state Microbrewery (series 3)	Government (series 5)	Bar (series 6)	Beer & Wine Bar (series 7)
Conveyance (series 8)	Liquor Store (series 9)	Private Club (series 14)	Hotel/Motel w/restaurant (series 11)
Restaurant (series 12)	In-state Farm Winery (series 13)		Beer & Wine Store (series 10)

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

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

July 11, 2013

LC:
Amount:

'24 7 11 Liq. Dept PM 1:09

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	3000581
Date Accepted:	07-11-2024
CSR:	SG

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

FP: current until 5/5/2025

Type or Print with Black Ink

FP current 05-05-2023

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: Sargent, Steven Ryan (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

3. Social Security #: [redacted] Drivers License #: [redacted] State Issued: TN

4. Place of birth: Salt Lake City, Utah, USA (City / State / COUNTRY) Height: 5'9 Weight: 200 Eyes: BLU Hair: BRN

5. Name of current/most recent spouse: Wood, Jennifer, Ray (Last / First / Middle) Birth Date: [redacted] (NOT a public record)

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

7. Daytime telephone number: 817 666 5275 Email address: sargentdining@gmail.com

8. Premises Name: THE STILLERY Business Phone: PEN DING

9. Premises Address: 1971 N GLOBE DR, BLDG 03A GOODYEAR AZ MARICOPA 85395 (Street (do not use PO Box) / City / State / County / Zip)

Individuals requiring ADA accommodations please call (602)542-2999

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)
1/2015	CURRENT	Restaurant operator	Gias LLC, 113 2nd Ave N, Nashville, TN 37201
1/2020	current	Member	Sargent Dining LLC,1052 Pine Creek Dr
			Arrington, TN 37014

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
10/2023	CURRENT	[redacted]			
4/2019	10/2023	[redacted]			

(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) Steven Sargent **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:** 6/20/24

'24 7 11 Liqr. Dept PM 1:10

Supplement to AzDLLC Questionnaire

#18. Yes –
I hold an interest in StillAz II, LLC, which holds Arizona liquor license no. 012070017320. By AzDLLC Consent Agreement and Order No. 000437-23, the license was suspended from May 30 – June 2, 2024, and a fine was paid as a settlement of alleged violations for an incident that occurred on August 6, 2023.

Date 6/20/24

LC:
Amount:

'24 7 11 Liq. Dept Rn 1:10

AGENT/CONTROLLING PERSON QUESTIONNAIRE

DLLC USE ONLY	
Job #:	300081
Date Accepted:	07-11-2024
CSR:	SG

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

A000271064
current
06-25-2024

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.

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

1. **Check the Appropriate Box** → ☐ **Agent** ☑ **Controlling Person**

2. Name: WINTERS (Last) KELDY (First) RAY (Middle) Birth Date: [redacted] (NOT a public record)

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

4. Place of birth: LONGVIEW (City) WA (State) USA (COUNTRY) Height: 6' Weight: 200 Eyes: BLUE Hair: BRN

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

6. Are you a bonafide resident of Arizona? Yes ☑ No ☐ If yes, what is your date of residency? 08/2009

7. Daytime telephone number: (360) 431-4135 Email address: KELDYWINTERS@GMAIL.COM

8. Premises Name: THE STILLERY Business Phone: PEN DI CN ___/___/____

9. Premises Address: 1971 N. GLOBE DRIVE, BLDG 03A (Street (do not use PO Box)) GOODYEAR (City) AZ (State) MARICOPA (County) 85395 (Zip)

Individuals requiring ADA accommodations please call (602)542 2999

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)
6/2009	CURRENT	Real Estate Agent/Broker	Latigo Land & Capital
			2727 W Frye Rd Ste 220
			Chandler, AZ 85224

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		City	State	Zip
03/2016	CURRENT	[redacted]	[redacted]	A[redacted]	[redacted]

(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 sigaed statement. Give complete details including dates, agencies involved and dispositions. CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

I. (Print Full Name) Keldy Ray Winters 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 statement that I have made herein are true and correct to the best of my knowledge.

Signature: _____ Date: 6/21/24

Individuals requiring ADA accommodations please call (602)542-2999

DocuSign Envelope ID: C58DB400 975D 4E0A B1EC A56533668CD0

'24 7 11 Liqr. Dept PM 1:10

Supplement to AzDLLC Questionnaire

Keldy Winters

#18. Yes –
I hold an interest in StillAz II, LLC, which holds Arizona liquor license no. 012070017320. By AzDLLC Consent Agreement and Order No. 000437-23, the license was suspended from May 30 – June 2, 2024, and a fine was paid as a settlement of alleged violations for an incident that occurred on August 6, 2023.

DocuSigned by:
Keldy Winters
D36A04850CC6463...

6/26/2024
Date

'24 7 11 Liqr. Dept PM 1:10

ARIZONA

RECEIPT

Date: 06/17/2024
Order ID: 123485402643646
Authorization #: 5651635
Please reference these numbers in any correspondence regarding your transaction

Billing Information

keldy winters
2727 w frye rd ste 220
chandler AZ 85224
Phone #: 360-431-4135
Email: keldywinters@gmail.com

Account Information

Payment Method: Master Card
XXXXXXXXXXXX6174 07/2026

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 A000271064

Liquor Licenses within One Mile – The Stillery

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

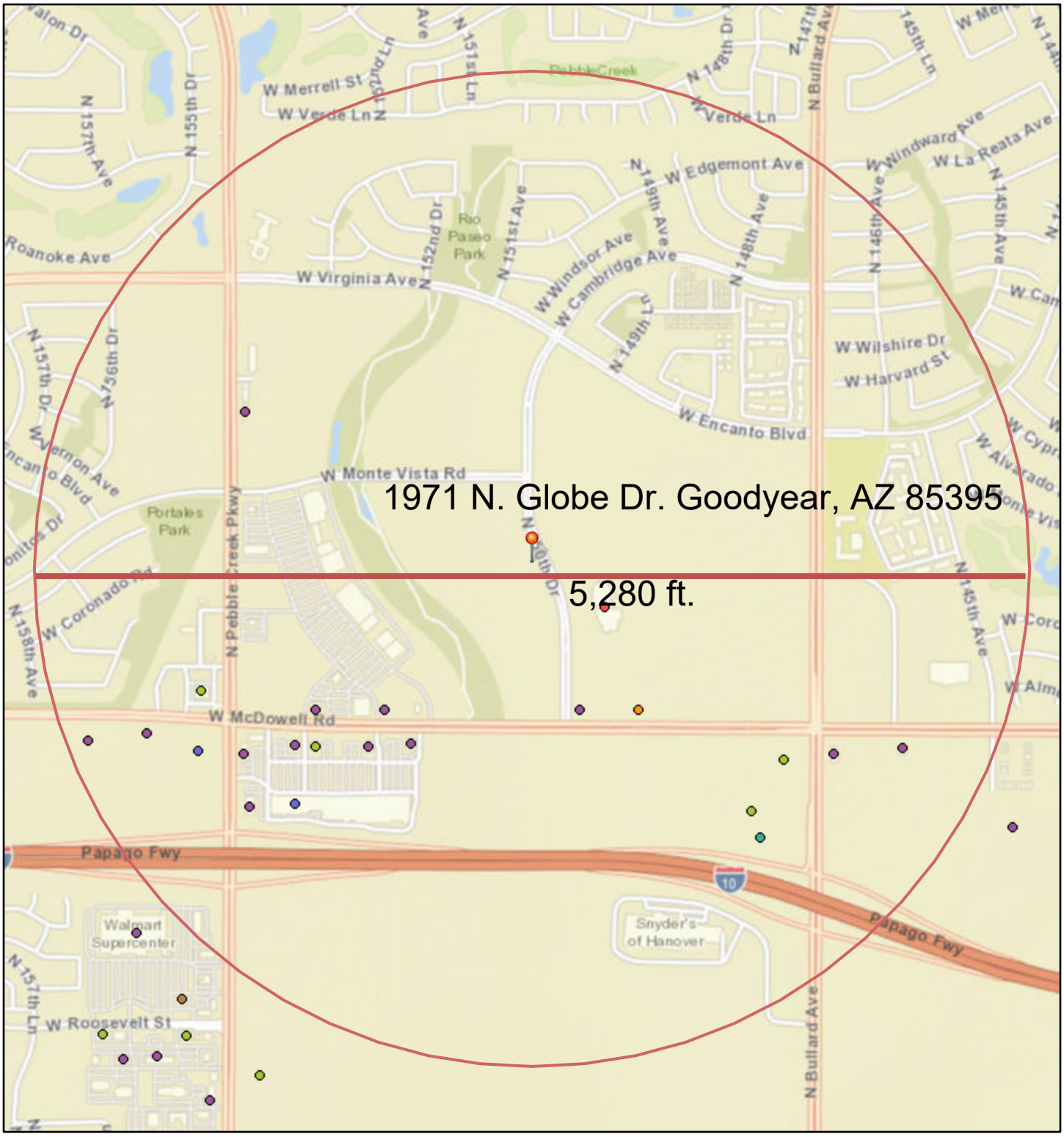
Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD	816.82 ft	6
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD	1,522.59 ft	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD	1,820.73 ft	12
BJ'S RESTAURANT & 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
QUIK TRIP #1417	1540 N BULLARD Avenue	3,318.12 ft	10
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 MARRIOT GOODYEAR	1370 N BULLARD AVE	3,703.8 ft	11
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD	3,732.39 ft	12
WALGREENS #12334	1654 N PEBBLE CREEK PKWY	3,781.65 ft	
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD	3,928.98 ft	10
CIRCLE K STORE #9528	1550 N PEBBLE CREEK PKWY	4,062.26 ft	12
RED ROBIN AMERICA'S GOURMET BURGERS & SPIRITS	14551 W MCDOWELL RD	4,344.12 ft	9
ROCK N ROLL SUSHI	15611 W MCDOWELL ROAD STE 110	4,477.82 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 Privleges
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 Privleges
Microbrewery (3)
Restaurant (12)
Restaurant (12) with Growler Privileges
Special Event Contractor (SEC)
Wholesaler (4)
Winery (13)
Tasting Room (19)

Liquor License Evaluation - The Stillery



7/15/2024, 1:50:01 PM

1:18,056

0 0.13 0.25 0.5 mi

0 0.2 0.4 0.8 km

April 2024 Liquor Licenses

- Bar
- Beer and Wine Store
- Beer and Wine Store Sampling
- Bring Your Own
- Hotel / Motel
- Interim Permit
- Liquor Store
- Liquor Store Sampling
- Microbrewery
- Restaurant
- Restaurant Growler
- Unlicensed

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

Clerk and Recorder
City of Goodyear

ITEM #: 6.
DATE: 08/26/2024
AI #:2139

CITY COUNCIL ACTION REPORT

SUBJECT: **FINAL PLAT FOR ARROYO RANCH**

STAFF PRESENTER(S): Marty Crossland, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Ed Smith, Hillstone Homes; Jennifer Smith, SBL Engineering

SUMMARY

A Final Plat for subdividing approximately 40 acres into 40 lots and 14 tracts south of Elliot Road and ½ mile west of San Miguel Drive.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Final Plat for Arroyo Ranch, subject to stipulations. (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; and
2. Prior to recordation of the final plat, Owner shall submit a current title report for the Property and shall modify this plat to reflect the current ownership and current lender including on the final plat 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 property being platted herein. Owner shall provide documentation acceptable to the City Attorney or his/her designee demonstrating that the party executing this final plat is authorized to do so; and
3. Owner shall construct all on-site and off-site infrastructure improvements required: (i) for the City to provide utility services to the Property; (ii) by applicable Development Regulations, including by way of example, stipulations/conditions of approval of ordinances zoning the Property; the City of Goodyear subdivision regulations, the City of Goodyear Engineering Design Standards and Policies, and all adopted Building codes; and
4. Owner shall dedicate or cause the dedication, at no cost to the City, all easements and

right-of-way needed for construction of all on-site and/or offsite infrastructure Owner is required to construct pursuant to stipulation 3 above. The conveyances required herein shall be lien free and free of all encumbrances except as agreed to by the City Engineer or his designee; and

5. Owner shall be responsible for installing and maintaining landscaping in the median and along the entrance road from south right-of-way line of Elliot Road to the north property line of the development, which subsequently will be transferred to the Arroyo Ranch Homeowner's Association (HOA) and such shall be noted on the final plat.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The property is currently zoned PAD under the Arroyo Ranch Final Planned Area Development (PAD), which was approved by City Council on December 15, 2014, by Ordinance No. 2014-1316. On March 28, 2016, City Council approved a preliminary plat for all the property rezoned by Ordinance No. 2014-1316, including the platted property.

A Final Plat for Arroyo Ranch was approved by City Council on May 22, 2023. Under the Goodyear City Code, the approval of a final plat expires if the final plat is not recorded within 90 days of the date the final plat was approved, unless an extension is obtained. The initial 90-day expiration date for this final plat was August 20, 2023.

On August 18, 2023, the expiration date of the final plat was administratively extended for 90 days (until November 18, 2023) pursuant to section 15-2-5(I)(1), upon a determination that the requirements set forth in section 15-2-5(I)(1) had been satisfied.

On November 13, 2023, just before the administrative extension was set to expire, another 90-day extension was approved by City Council, pursuant to section 15-2-5(I)(1) of the Goodyear City Code. That extension expired on February 16, 2024. A new final plat approval is necessary for the applicant to proceed with their development project.

STAFF ANALYSIS

The Final Plat for Arroyo Ranch was not recorded under the original approval or subsequent extensions because the applicant needed additional time to coordinate with the homebuilder and finalize agreements. Because the approval of the final plat as extended has expired, the property owner is required to obtain council approval of a new final plat subdividing the property. The property owner is asking Council to reapprove the Final Plat for Arroyo Ranch previously approved on May 22, 2023. Staff supports the request because there have been no changes to the Subdivision Regulations or the Engineering Design Standards since the Final Plat for Arroyo Ranch was submitted and recommends the approval of the Final Plat for Arroyo Ranch attached hereto subject to the stipulations set forth above.

Attachments

Approved Final Plat
Aerial Photo

FINAL PLAT FOR ARROYO RANCH

A SUBDIVISION OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.

DEDICATION:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

KNOW ALL BY THESE PRESENTS:
THAT HILLSTONE HOMES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HAS SUBDIVIDED UNDER THE NAME OF ARROYO RANCH, A PORTION OF THE NORTHEAST QUARTER, OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT FOR SAID ARROYO RANCH , A SUBDIVISION AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH, RESPECTIVELY, ON SAID PLAT

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DECLARES ALL TRACTS IN THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN AS COMMON AREAS FOR THE USE AND ENJOYMENT OF THE MEMBERS OF THE ARROYO RANCH HOMEOWNER'S ASSOCIATION, AND, SUBJECT TO THE COVENANTS, RESERVATIONS, RESTRICTIONS AND EASEMENTS SET FORTH HEREIN, CONVEYS TO THE ARROYO RANCH HOMEOWNER'S ASSOCIATION ALL TRACTS WITHIN THIS FINAL PLAT FOR THE PURPOSES INDICATED HEREIN AND AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS.

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR A PERPETUAL, NON-EXCLUSIVE VEHICLE NON-ACCESS EASEMENTS (V N.A.E.) UPON, OVER AND ACROSS ALL AREAS IN THIS FINAL PLAT DESIGNATED AS "V N.A.E." 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 NON-ACCESS EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE VEHICLE NON-ACCESS EASEMENT AREAS

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR AND TO THE OWNERS OF LOTS 1-40 INCLUSIVE NON-EXCLUSIVE ACCESS EASEMENTS ON OVER, ACROSS AND THROUGH TRACT A IN THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN FOR USE BY THE OWNERS OF LOTS 1-40 AND THEIR RESPECTIVE INVITEES AND FOR USE BY THE CITY OF GOODYEAR, 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 USE BY ALL OTHER GOVERNMENTAL ENTITIES AND AGENCIES FOR THE FOLLOWING PURPOSES: (1) PROVIDING RIGHTS OF INGRESS AND EGRESS FOR OWNERS OF LOTS 1-40 AND THEIR RESPECTIVE INVITEES FOR ALL PURPOSES; (II) FOR PROVIDING RIGHTS OF INGRESS AND EGRESS; FOR ALL VEHICLES AND PERSONS PROVIDING OR PERFORMING GOVERNMENTAL SERVICES, EMERGENCY SERVICES, SERVICES ON BEHALF OF THE CITY OF GOODYEAR, INCLUDING REFUSE COLLECTION AND/OR PERMITTED WORK WITHIN THE EASEMENTS GRANTED TO THE CITY OF GOODYEAR IN THIS FINAL PLAT; AND (III) TO ALLOW THE OWNERS OF LOTS 1-40 INCLUSIVE THE RIGHT TO MAINTAIN, REPAIR, AND/OR REPLACE STREET IMPROVEMENTS WITHIN TRACT A IF THE OWNER(S) OF TRACT A FAILS TO DO SO. OWNER(S) OF TRACT A SHALL BE RESPONSIBLE FOR MAINTAINING, REPAIRING, AND/OR REPLACING STREET IMPROVEMENTS WITHIN TRACT A PURSUANT TO IMPROVEMENTS PLANS APPROVED BY THE CITY ENGINEER (THE MAINTENANCE WORK). IF THE OWNER(S) OF TRACT A FAILS TO PERFORM THE MAINTENANCE WORK, THE OWNERS OF LOTS 1-40 INCLUSIVE SHALL BE JOINTLY AND SEPARATELY RESPONSIBLE FOR PERFORMING THE MAINTENANCE WORK, THE NON-EXCLUSIVE ACCESS EASEMENT DEDICATED HEREIN 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.

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES A PERPETUAL WATER AND WASTEWATER EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER TRACT "A" OF THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN. THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER AND WATER LINES AND APPURTENANCES AND APPURTENANCES AND WATER LINES AND WATER LINE APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNS. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER AND WASTEWATER IMPROVEMENTS SHALL BE CONSTRUCTED WITHIN TRACT A WITH THE WRITTEN PERMISSION OF THE CITY ENGINEER OR HIS/HER DESIGNEE. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN TRACT A. THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN 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.

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY NON-EXCLUSIVE EMERGENCY ACCESS EASEMENT ON, OVER, ACROSS, ABOVE AND THROUGH TRACT F IN THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE ACCESS EASEMENT AREA). THE ACCESS EASEMENT DEDICATED HEREIN IS FOR USE BY THE CITY OF GOODYEAR AND ITS PERMITEES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (III) TO ALLOW THE CITY OF GOODYEAR INCLUDING ITS CONTRACTORS THE RIGHT, BUT NOT THE OBLIGATION, TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE ACCESS IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICE PROVIDERS. OWNER SHALL CONSTRUCT ACCESS IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREAS IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE EMERGENCY ACCESS IMPROVEMENTS). OWNER SHALL MAINTAIN, THE EMERGENCY ACCESS IMPROVEMENTS IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS IMPROVEMENTS AS NEEDED TO MAINTAIN THE EMERGENCY ACCESS IMPROVEMENTS IN GOOD WORKING CONDITION. IF OWNER FAILS TO MAINTAIN THE EMERGENCY ACCESS IMPROVEMENTS AS REQUIRED HEREIN, THE CITY SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO MAINTAIN, INSPECT, REPAIR, AND/OR REMOVE AND REPLACE THE EMERGENCY ACCESS IMPROVEMENTS CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND IS BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT F.

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR FOR USE BY THE CITY AND ITS PERMITEES EXCLUSIVE AND PERPETUAL WATER AND WASTEWATER EASEMENT AND A PERPETUAL ACCESS EASEMENT UPON, OVER, ACROSS, ABOVE, AND UNDER TRACT "F" IN THIS FINAL PLAT AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN. THE WATER AND WASTEWATER EASEMENT DEDICATED HEREIN IS FOR THE PURPOSES OF ENTERING, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND OR REPAIRING WASTEWATER AND WATER LINES AND APPURTENANCES THAT WILL BE OWNED BY THE CITY OR ITS ASSIGNS, AND ACCESS FACILITIES (DEFINED BELOW) WITHIN, ON, OVER, ACROSS, ABOVE AND UNDER TRACT F. NO UNDERGROUND IMPROVEMENTS OTHER THAN WATER AND WASTEWATER IMPROVEMENTS SHALL BE CONSTRUCTED WITHIN TRACT F. NO BUILDING, STRUCTURE OR WELL SHALL BE ERECTED, CONSTRUCTED, OR DRILLED WITHIN TRACT F AND TRACT F SHALL BE KEPT FREE OF ALL VEGETATION EXCEPT VEGETATION ALLOWED UNDER THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL. BECAUSE THE WATER AND WASTEWATER 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 TRACT F AS NEEDED TO COMPLY WITH THE REQUIREMENTS IN THE CITY'S ENGINEERING DESIGN STANDARDS AND POLICIES MANUAL FOR PROVIDING ACCESS TO WASTEWATER 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 EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT F.

HILLSTONE HOMES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR, FOR USE BY THE CITY AND ITS PERMITEES, AN EXCLUSIVE AND PERPETUAL SEWER LIFT STATION EASEMENT WITHIN, ON, ACROSS, OVER, ABOVE, AND UNDER ALL AREAS DESIGNATED AS "SEWER LIFT STATION EASEMENT" WITHIN TRACT C IN THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("SEWER LIFT STATION EASEMENT AREA"). AND THE SEWER LIFT STATION EASEMENT IS FOR THE PURPOSES OF ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REPLACING, AND/OR REPAIRING A SEWER LIFT STATION AND ALL UTILITIES AND APPURTENANCES ASSOCIATED WITH THE OPERATION OF A SEWER LIFT STATION THE EASEMENT DEDICATED HEREIN RUNS WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE SEWER LIFT STATION EASEMENT AREA.

HILLSTONE HOMES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES TO THE ARROYO RANCH HOMEOWNERS ASSOCIATION AND TO THE OWNERS OF LOTS 1-40 INCLUSIVE NON-EXCLUSIVE DRAINAGE EASEMENTS ON, OVER, ACROSS AND UNDER TRACTS A, B, C, D, G, H, I, J, K, L, M AND N INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "DRAINAGE TRACTS") FOR THE FOLLOWING PURPOSES: THE CONVEYANCE, RETENTION, STORAGE AND DISPOSAL OF STORM-WATER FLOWS IDENTIFIED IN THE GRADING AND DRAINAGE IMPROVEMENT PLANS FOR THE PROPERTY APPROVED BY THE GOODYEAR CITY ENGINEER OR HIS/HER DESIGNEE (THE "APPROVED GRADING AND DRAINAGE PLANS") AND FOR THE CONSTRUCTION, INSTALLATION, OPERATION, MAINTENANCE REPAIR AND REPLACEMENT OF DRAINAGE IMPROVEMENTS SUCH AS SCUPPERS, STORM DRAINS, PIPES, DRY WELLS, HEAD WALLS, RETENTION BASINS AND THE LIKE INCLUDED IN THE APPROVED GRADING AND DRAINAGE PLANS (THE "DRAINAGE FACILITIES"). OWNER(S) OF THE DRAINAGE TRACTS, AT OWNER(S)' EXPENSE, SHALL BE RESPONSIBLE FOR CONSTRUCTING AND INSTALLING THE DRAINAGE FACILITIES; MAINTAINING THE DRAINAGE FACILITIES IN GOOD CONDITION; REPLACING AND REPAIRING THE DRAINAGE FACILITIES AS NEEDED TO MAINTAIN THEIR CARRYING AND STORAGE CAPACITY; PREVENTING EROSION; PREVENTING REFUSE, DEBRIS, SEDIMENT, VEGETATION OR OTHER OBSTRUCTIONS FROM ACCUMULATING IN THE DRAINAGE FACILITIES (COLLECTIVELY THE "MAINTENANCE WORK"). IF OWNER(S) OF THE DRAINAGE TRACTS FAILS TO PERFORM THE MAINTENANCE WORK, THE OWNERS OF LOTS 1-40 INCLUSIVE SHALL BE JOINTLY AND SEPARATELY RESPONSIBLE FOR PERFORMING THE MAINTENANCE WORK. THE DRAINAGE EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF TRACT(S) TRACTS A, B, C, D, G, H, I, J, K, L, M AND N AND TO LOTS 1-40 INCLUSIVE.

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ DAY OF _____, 2022.

BY: _____
MAYOR - JOE PIZZILLO

ATTEST:_____
CITY CLERK - DARCIE MCCRACKEN

FINAL PLAT APPROVAL

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA

THIS _____ DAY OF _____, 2022.

BY: _____
CITY ENGINEER - SUMEET MOHAN

DEDICATION: (cont.)

HILLSTONE HOMES, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY AND ITS PERMITEES NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS WITHIN, ON, ACROSS, OVER, ABOVE, AND UNDER THOSE AREAS DESIGNATED AS "PUE" IN TRACTS B-N INCLUSIVE AND IN LOTS AS SHOWN ON THIS FINAL PLAT AND INCLUDED IN THE PREMISES DESCRIBED HEREIN ("PUBLIC UTILITY EASEMENT AREAS"). SUCH PUBLIC UTILITY EASEMENTS ARE FOR THE PURPOSES OF ENTERING UPON, INSTALLING, OPERATING, MAINTAINING, REP LACING, AND/OR REPAIRING PUBLIC UTILITY IMPROVEMENTS WITHIN, ON ACROSS, OVER, ABOVE, AND UNDER THE PUBLIC UTILITY EASEMENT AREAS BY THE CITY AND ITS PERMITTEES. THE PUBLIC UTILITY EASEMENTS DEDICATED HEREIN RUN WITH THE LAND AND ARE BINDING UPON OWNER AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE PUBLIC UTILITY EASEMENT AREAS.

IN WITNESS WHEREOF:

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED DULY AUTHORIZED.

HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: IJT OPCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
ITS: MANAGER

BY: _____
LOUIS L. TURNER
ITS: MANAGER

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

ON THIS, THE _____ DAY OF _____, 2022, BEFORE ME THE UNDERSIGNED

ON THIS, THE _____ DAY OF _____, 2022, BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, PERSONALLY APPEARED LOUIS L. TURNER WHO ACKNOWLEDGED HIMSELF TO BE THE MANAGER OF LJT OPCO, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE MANAGER OF HILLSTONE HOMES, LLC, AN ARIZONA LIMITED LIABILITY COMPANY AND ACKNOWLEDGED THAT HE, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF HILLSTONE HOMES, LLC, AN ARIZONA LLC FOR THE PURPOSES HEREIN CONTAINED. ON BEHALF OF SAID LIMITED LIABILITY COMPANY.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL,

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC

PARENT PARCEL DESCRIPTION

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 16, TOWNSHIP 1 SOUTH, RANGE 2 WEST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 16, A BRASS CAP, FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 16, A BRASS CAP, BEARS SOUTH 01 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 2614.78 FEET;
THENCE ALONG THE EAST LINE OF SAID SECTION, SOUTH 01 DEGREES 27 MINUTES 51 SECONDS WEST, A DISTANCE OF 1307.39 FEET, TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16;
THENCE LEAVING SAID EAST LINE, ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16, NORTH 89 DEGREES 40 MINUTES 06 SECONDS WEST, A DISTANCE OF 1323.23 FEET, TO THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16;
THENCE LEAVING SAID SOUTH LINE, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16, NORTH 00 DEGREES 59 MINUTES 13 SECONDS EAST, A DISTANCE OF 1309.05 FEET, TO THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16;
THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTON 16, SOUTH 89 DEGREES 35 MINUTES 23 SECONDS EAST, A DISTANCE OF 1334.10 FEET, TO THE POINT OF BEGINNING.

BENCHMARK

2" GLO BRASS CAP ON IRON PIPE, NEC, SECTION 16, T1S, R2W,
ELEVATION = 975.275, NAVD 88.

3" BRASS CAP FLUSH IN CONCRETE, N 1/4 COR, SECTION 16, T1S, R2W
ELEVATION = 928.75, NAVD 88.

HOME OWNERS' ASSOCIATION RATIFICATION

KNOW ALL MEN BY THESE PRESENTS:

THE UNDERSIGNED, DULY AUTHORIZED OF THE ARROYO RANCH HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION HEREBY RATIFIES THE RECORDATION OF THIS FINAL PLAT FOR ARROYO RANCH AND RATIFIES, ACKNOWLEDGES, APPROVES, AFFIRMS, CONSENTS AND ACCEPTS THE DEDICATIONS, CONVEYANCES AND RESPONSIBILITIES SET FORTH HEREIN.

NAME:_____

TITLE:_____ DATE:_____

ACKNOWLEDGEMENT:

STATE OF ARIZONA)
)SS
COUNTY OF MARICOPA)

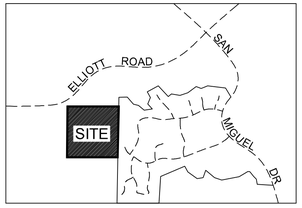
ON THIS, THE _____ DAY OF _____, 2022, BEFORE ME THE UNDERSIGNED

NOTARY PUBLIC, PERSONALLY APPEARED _____
WHO ACKNOWLEDGED HIMSELF TO BE AN AUTHORIZED AGENT OF THE ARROYO RANCH HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, AND ACKNOWLEDGED THAT HE/SHE AS THE AUTHORIZED AGENT, BEING AUTHORIZED TO DO SO, EXECUTED THE FOREGOING INSTRUMENT ON BEHALF OF ARROYO RANCH HOMEOWNERS' ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF: I HEREUNTO SET MY HAND AND OFFICIAL SEAL,

MY COMMISSION EXPIRES: _____

_____
NOTARY PUBLIC



VICINITY MAP
N.T.S.

OWNER/DEVELOPER

HILLSTONE HOMES, LLC, AN ARIZONA
LIMITED LIABILITY COMPANY
2440 W. MISSION LANE, #15
PHOENIX, AZ 85021
602-595-5120
LOU TURNER
LTURNER@HILLSTONEHOMES.COM

SURVEYOR

AW LAND SURVEYING, LLC
PO BOX 2170
CHANDLER, AZ 85244
PHONE: 480-244-7630
CONTACT: DANIEL D. ARMIJO
DARMIJO@AWLANDSURVEY.COM

ENGINEER

SBL ENGINEERING, LLC
CONTACT: JENNIFER SMITH
PHONE: 602-821-0011
JENNIFER@SBL-ENG.COM

NOTES

A. WATER SERVICE NOTE
THIS DEVELOPMENT IS WITHIN THE SERVICE AREA OF THE CITY OF GOODYEAR WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PURSUANT TO A.R.S. 45-576 SUBSECTION B. THE CITY OF GOODYEAR'S ASSURED WATER SUPPLY DESIGNATION IS SUPPORTED IN PART BY THE CITY'S MEMBERSHIP IN THE CENTRAL ARIZONA GROUNDWATER REPLENISHMENT DISTRICT (CAGRD). PROPERTY WITHIN THIS DEVELOPMENT MAY BE ASSESSED A FEE BASED ON ITS PRO RATA SHARE OF THE CITY'S COST FOR 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. NOT USED

E. NOT USED

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. ARROYO RANCH IS IN CLOSE PROXIMITY TO THE PROPOSED LOOP 303 SOUTH ALIGNMENT AND THE EXISTING RAINBOW VALLEY ROAD AND MAY BE SUBJECT TO POTENTIAL NOISE INTRUSION, VIBRATIONS, DUST, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY SAID ROADWAY.

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 TO BE NOTED).

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 PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE OF ALL STORMWATER MANAGEMENT FACILITIES.

O. THE STREETS IN TRACT A ARE PRIVATE STREETS, TO BE OWNED AND MAINTAINED BY THE PROPERTY OWNERS ASSOCIATION. 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.

P. MAINTENANCE OF EASEMENTS THAT LIE WITHIN THE BOUNDARIES OF A SUBDIVISION LOT SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS OR PROPERTY OWNERS ASSOCIATION.

Q. MAINTENANCE OF LANDSCAPING THAT LIES WITHIN THE FRONT YARD OF A SINGLE FAMILY RESIDENCE SHALL BE THE RESPONSIBILITY OF THE HOMEOWNER UNLESS OTHERWISE NOTED ON THIS PLAT. THIS INCLUDES LANDSCAPING WITHIN THE RIGHT-OF-WAY, PRIVATE STREET TRACT, AND/OR PUE.

R. ALL CORNER LOTS AND ALL LOTS ABUTTING AN ARTERIAL STREET ARE LIMITED TO SINGLE-STORY STRUCTURES. (LOTS 17, 19, 20, 24, 25, 29, 34, 37).

S. DRIVEWAYS ON KEY LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT OPPOSITE THE ADJACENT REAR LOT LINE. (LOT 33).

T. DRIVEWAYS ON CORNER LOTS ARE TO BE LOCATED ON THE SIDE OF THE LOT FURTHEST FROM THE STREET INTERSECTION. (LOTS 17, 19, 20, 24, 25, 29, 34, 37).

U. AT T-INTERSECTIONS (THREE-WAY INTERSECTIONS) THE NON-LIVING SPACE SIDE OF THE HOUSE SHALL BE POSITIONED ON THE LOT IN ORDER TO AVOID HEADLIGHT INTRUSION INTO LIVING AREAS.

V. ALL RESIDENCES SHALL BE EQUIPPED WITH AUTOMATIC FIRE SPRINKLER SYSTEMS.

W. NO TWO-STORY HOMES SHALL BE PERMITTED ON LOTS ADJACENT TO ESTRELLA MOUNTAIN RANCH PARCEL 58 (LOTS 5, 6, 7, 8 AND 9)

X. PRIVACY FENCING SHALL ONLY BE ALLOWED WITHIN THE DEVELOPMENT ENVELOPE ESTABLISHED FOR EACH LOT, AND NOT OUTSIDE THE DEVELOPMENT ENVELOPE OR ALONG LOT BOUNDARIES.

Y. ALL TRACTS WITHIN THIS PLAT ARE COMMON AREAS AND WILL BE OWNED AND MAINTAINED BY THE ARROYO RANCH RESIDENTIAL HOMEOWNERS ASSOCIATION, INC. THESE TRACTS SHALL BE CONVEYED TO THE ARROYO RANCH MASTER COMMUNITY ASSOCIATION BY WARRANTY DEED OR LEGAL INSTRUMENT.

Z. TURF SHALL NOT BE USED IN LANDSCAPED AREAS OR RETENTION AREAS WITHIN THE DEVELOPMENT.

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF NOVEMBER 2021; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D. ARMIJO
ARIZONA U.S.A.
Expires 12/31/2022

REVISIONS | DRAWING SCALE(S)

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630

ARROYO RANCH
NE 1/4, NE 1/4, SECTION 16, T.1S., R.2W.
FINAL PLAT

ORIGINAL PLAN DATE
11-16-21

LATEST REVISION DATE
09-19-22

PROJECT NUMBER
21-101

SHEET NUMBER
1 OF 4

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	2600.00'	145.53'	3°12'25"	N 57°38'17" W	145.51'
C2	183.28'	117.71'	36°47'50"	S 74°25'59" E	115.70'
C3	125.00'	221.11'	101°21'06"	S 42°09'22" E	193.39'
C4	685.00'	159.05'	13°18'12"	N 01°52'05" E	158.69'
C5	200.00'	136.97'	39°14'22"	S 82°14'29" E	134.31'
C6	180.00'	278.89'	88°46'27"	N 39°36'13" E	251.82'
C7	1500.00'	267.03'	10°11'59"	N 89°05'26" E	266.68'
C8	205.00'	401.61'	112°14'45"	S 29°41'11" E	340.40'
C9	3900.00'	350.94'	5°09'21"	N 23°51'30" E	350.83'
C10	300.00'	66.42'	12°41'06"	S 27°37'23" W	66.28'
C11	381.80'	100.00'	15°00'24"	S 57°12'58" E	99.71'
C12	300.00'	133.68'	25°31'54"	N 77°29'07" W	132.58'
C13	3925.00'	343.44'	5°00'48"	S 23°55'47" W	343.33'
C14	3925.00'	69.24'	1°00'38"	N 25°55'52" E	69.24'
C15	3925.00'	140.09'	2°02'42"	S 24°24'11" W	140.08'
C16	3925.00'	134.11'	1°57'28"	S 22°24'07" W	134.10'
C17	12.00'	19.66'	93°51'27"	N 68°21'06" E	17.53'
C18	325.00'	144.82'	25°31'54"	N 77°29'07" W	143.63'
C19	1475.00'	262.58'	10°11'59"	N 89°05'26" E	262.23'
C20	1475.00'	177.56'	6°53'50"	S 89°15'29" E	177.45'
C21	1475.00'	85.02'	3°18'09"	S 85°38'32" W	85.01'
C22	155.00'	240.16'	88°46'27"	N 39°36'13" E	216.85'
C23	12.00'	19.69'	94°00'00"	N 51°47'01" W	17.55'
C24	225.00'	91.59'	23°19'26"	S 89°48'03" W	90.96'
C25	25.00'	21.89'	50°09'30"	N 76°23'01" E	21.19'
C26	50.00'	241.09'	276°16'22"	S 09°26'27" W	66.74'
C27	50.00'	40.48'	46°23'15"	S 74°29'54" W	39.38'
C28	50.00'	100.73'	115°25'55"	S 24°35'31" E	84.54'
C29	50.00'	52.09'	59°41'09"	S 62°58'01" W	49.76'
C30	50.00'	47.79'	54°46'03"	N 59°48'23" W	45.99'
C31	25.00'	19.53'	44°45'54"	S 54°48'19" E	19.04'
C32	175.00'	75.36'	24°40'24"	N 89°31'28" W	74.78'
C33	12.00'	18.01'	86°00'00"	N 38°12'59" E	16.37'
C34	180.00'	352.63'	112°14'45"	N 29°41'11" W	298.88'
C35	180.00'	53.60'	17°03'41"	S 17°54'20" W	53.40'
C36	180.00'	242.54'	77°12'13"	N 29°13'36" W	224.61'
C37	180.00'	56.49'	17°58'51"	N 76°49'08" W	56.26'
C38	325.00'	86.35'	15°13'25"	S 72°19'52" E	86.10'
C39	325.00'	58.47'	10°18'30"	S 85°05'49" E	58.39'
C40	25.00'	26.26'	60°10'52"	N 60°09'38" W	25.07'
C41	50.00'	238.63'	273°27'12"	S 13°12'12" W	68.55'
C42	25.00'	14.52'	33°16'19"	N 73°06'46" E	14.31'
C43	50.00'	43.92'	50°19'26"	S 55°13'55" E	42.52'
C44	50.00'	149.11'	170°52'01"	S 14°10'22" W	99.68'
C45	50.00'	45.61'	52°15'45"	N 82°36'29" E	44.04'
C46	275.00'	122.54'	25°31'54"	S 77°29'07" E	121.53'
C47	275.00'	112.20'	23°22'36"	S 76°24'28" E	111.42'
C48	275.00'	10.34'	2°09'18"	N 89°10'25" W	10.34'
C49	12.00'	18.01'	86°00'00"	S 21°43'10" E	16.37'
C50	275.00'	58.90'	12°16'17"	S 27°24'58" W	58.79'
C51	12.00'	16.91'	80°44'32"	N 73°55'22" E	15.55'
C52	208.28'	77.86'	21°25'08"	S 76°24'56" E	77.41'
C53	208.28'	20.74'	5°42'24"	N 89°58'42" W	20.74'
C54	100.00'	176.89'	101°21'06"	S 42°09'22" E	154.71'
C55	710.00'	164.85'	13°18'12"	S 01°52'05" W	164.48'
C56	710.00'	100.91'	8°08'37"	N 00°42'42" W	100.83'
C57	710.00'	63.94'	5°09'35"	S 05°56'24" W	63.92'
C58	150.00'	265.34'	101°21'06"	S 42°09'22" E	232.07'
C59	150.00'	54.87'	20°57'37"	N 01°57'37" W	54.57'
C60	150.00'	100.00'	38°11'50"	S 31°32'21" E	98.16'
C61	150.00'	100.00'	38°11'50"	S 69°44'11" E	98.16'
C62	150.00'	10.46'	3°59'49"	N 89°10'00" E	10.46'
C63	158.28'	101.65'	36°47'50"	S 74°25'59" E	99.91'
C64	2640.00'	21.33'	0°27'47"	N 57°17'19" W	21.33'
C65	20.00'	17.43'	49°56'33"	S 32°32'56" E	16.89'
C66	50.00'	44.61'	51°06'59"	N 33°08'08" W	43.14'
C67	2665.50'	14.72'	0°18'59"	S 58°51'08" E	14.72'
C68	331.93'	59.54'	10°16'40"	S 54°06'09" E	59.46'
C69	2560.00'	97.60'	2°11'03"	S 58°08'57" E	97.59'
C70	12.00'	18.67'	89°08'41"	N 11°27'44" W	16.84'
C71	325.00'	67.10'	11°49'47"	N 27°11'44" E	66.98'
C72	12.00'	19.69'	94°00'00"	N 68°16'50" E	17.55'
C73	356.80'	76.53'	12°17'24"	N 58°34'28" W	76.39'
C74	24.98'	22.03'	50°31'20"	S 27°09'04" E	21.32'
C75	50.00'	241.13'	276°18'43"	N 39°56'12" E	66.71'
C76	50.00'	9.33'	10°41'13"	N 07°15'03" W	9.31'
C77	50.00'	92.44'	105°55'29"	N 65°33'24" W	79.82'
C78	50.00'	78.49'	89°56'54"	S 16°30'25" W	70.68'
C79	50.00'	60.87'	69°45'07"	S 63°20'36" E	57.18'
C80	25.00'	20.22'	46°20'10"	S 75°03'04" E	19.67'
C81	406.80'	52.83'	7°26'25"	S 55°36'28" E	52.79'
C82	406.80'	38.28'	5°23'30"	N 62°01'25" W	38.27'
C83	12.00'	18.03'	86°04'06"	N 21°41'07" W	16.38'
C84	3875.00'	344.07'	5°05'15"	S 23°53'34" W	343.95'
C85	3875.00'	135.49'	2°00'12"	S 22°21'02" W	135.48'
C86	3875.00'	124.85'	1°50'45"	S 24°16'31" W	124.84'
C87	3875.00'	83.73'	1°14'17"	N 25°49'02" E	83.73'
C88	12.00'	18.85'	90°00'00"	S 71°26'11" W	16.97'
C89	25.00'	21.03'	48°11'23"	N 39°28'08" W	20.41'
C90	50.00'	241.19'	276°22'46"	N 26°26'11" E	66.67'
C91	25.00'	21.03'	48°11'23"	N 87°39'31" W	20.41'
C92	50.00'	41.86'	47°57'55"	N 39°21'24" W	40.65'
C93	50.00'	97.92'	112°12'23"	N 60°33'27" E	83.00'
C94	50.00'	46.59'	53°23'27"	S 22°14'28" E	44.92'
C95	50.00'	54.82'	62°49'01"	N 80°20'42" W	52.11'
C96	230.00'	415.28'	103°27'04"	S 34°05'02" E	361.12'
C97	12.00'	17.01'	81°12'19"	N 22°57'39" W	15.62'
C98	230.00'	141.19'	35°10'20"	S 00°03'20" W	138.98'
C99	230.00'	51.84'	12°54'53"	N 23°59'16" W	51.73'
C100	230.00'	90.80'	22°37'12"	S 41°45'18" E	90.21'
C101	230.00'	90.80'	22°37'12"	S 64°22'29" E	90.21'
C102	230.00'	40.64'	10°07'29"	N 80°44'50" W	40.59'
C103	1525.00'	271.48'	10°11'59"	S 89°05'26" W	271.12'
C104	1525.00'	105.69'	3°58'15"	S 87°47'41" E	105.67'
C105	1525.00'	102.79'	3°51'43"	N 88°17'20" E	102.77'
C106	1525.00'	63.00'	2°22'02"	S 85°10'28" W	63.00'
C107	205.00'	317.63'	88°46'27"	S 39°36'13" W	286.80'
C108	205.00'	75.70'	21°09'24"	N 73°24'45" E	75.27'
C109	205.00'	114.25'	31°55'59"	S 46°52'04" W	112.78'
C110	205.00'	30.11'	8°24'54"	N 26°41'38" E	30.08'
C111	205.00'	97.57'	27°16'11"	S 08°51'05" W	96.65'

LINE	BEARING	DISTANCE
L1	S 27°22'43" W	10.00'
L2	N 21°16'50" E	29.89'
L3	N 33°57'56" E	31.97'
L4	N 49°42'46" W	39.82'
L5	S 64°43'10" E	65.64'
L6	N 89°44'56" E	96.21'
L7	S 00°15'04" E	12.71'
L8	N 67°30'49" W	179.68'
L9	N 67°30'49" W	171.90'
L10	S 64°43'10" E	25.97'
L11	S 61°24'08" E	41.64'
L12	S 39°47'04" E	74.41'
L13	S 08°46'13" E	61.56'
L14	S 14°26'59" W	47.55'
L15	S 23°54'29" E	38.42'
L16	S 04°11'26" W	62.41'
L17	N 67°20'15" E	28.92'
L18	S 88°11'36" E	70.89'
L19	N 35°42'20" E	31.44'
L20	N 89°44'56" E	55.07'
L21	N 64°43'10" W	31.13'
L22	S 88°32'09" E	5.57'
L23	N 70°21'37" E	25.65'
L24	S 76°39'25" E	48.72'
L25	N 83°49'01" E	66.10'
L26	S 79°43'12" E	42.46'
L27	N 56°02'04" W	45.98'
L28	N 47°49'58" W	28.95'
L29	N 47°49'58" W	73.25'
L30	N 72°13'42" E	42.87'
L31	N 79°27'39" E	47.71'
L32	N 46°54'55" E	52.08'
L33	S 85°40'39" E	93.16'
L34	N 48°46'01" E	54.78'
L35	S 64°49'02" E	4.54'
L36	S 64°49'02" E	96.37'
L37	N 85°32'44" W	56.58'
L38	S 81°12'59" W	112.46'
L39	S 78°08'20" W	113.05'
L40	N 55°28'57" E	60.29'
L41	N 63°33'49" W	158.20'

LINE	BEARING	DISTANCE
DL222	S 28°31'08" E	65.89'
DL223	S 16°38'25" W	20.46'
DL224	S 48°14'42" W	20.03'
DL225	S 36°56'06" W	219.48'
DL226	N 89°40'06" W	60.86'
DL227	N 44°20'26" W	78.74'
DL228	N 00°59'13" E	51.53'
DL229	N 59°33'18" E	233.50'
DL230	N 48°14'42" E	20.03'
DL231	N 04°11'26" E	20.00'
DL232	S 85°48'34" E	25.00'
DL233	S 04°11'26" W	20.00'
DL234	S 85°48'34" E	22.04'
DL235	S 04°11'26" W	115.25'
DL236	N 89°40'06" W	98.43'
DL237	N 14°18'55" E	125.53'
DL238	N 04°11'26" E	104.81'
DL239	S 04°11'26" W	0.01'
DL240	S 85°48'34" E	5.24'
DL241	N 02°29'00" E	20.00'
DL242	S 02°29'00" W	20.00'
DL243	S 00°13'11" W	100.75'
DL244	N 89°40'06" W	104.48'
DL245	N 14°18'55" E	133.00'
DL246	N 25°37'31" E	20.03'
DL247	S 25°37'31" W	20.03'
DL248	S 36°56'06" W	197.20'
DL249	S 89°40'06" E	147.35'
DL250	N 89°40'06" W	95.14'
DL251	N 04°11'26" E	113.23'
DL252	S 85°48'34" E	34.96'
DL253	N 04°11'26" E	20.00'
DL254	S 85°48'34" E	25.00'
DL255	S 04°11'26" W	20.00'
DL256	S 85°48'34" E	34.96'
DL257	S 04°11'26" W	106.82'
DL258	S 02°49'54" E	124.77'
DL259	S 87°10'06" W	28.94'
DL260	S 02°49'54" E	20.00'
DL261	S 87°10'06" W	25.00'
DL262	N 02°49'54" W	20.00'
DL263	S 87°10'06" W	28.94'
DL264	N 02°49'54" W	129.47'
DL265	S 89°35'23" E	83.02'
DL266	S 02°30'39" W	20.03'
DL267	S 07°41'31" W	42.42'
DL268	S 57°09'09" E	66.21'
DL269	N 85°00'07" E	120.83'
DL270	N 11°51'40" W	88.09'
DL271	S 78°08'20" W	11.23'
DL272	N 02°30'39" E	20.03'
DL273	N 90°00'00" E	20.46'
DL274	S 09°36'22" W	41.57'
DL275	N 66°56'32" E	82.88'
DL276	S 85°59'50" E	66.26'
DL277	N 03°32'20" E	144.78'
DL278	N 89°23'16" W	110.66'
DL279	S 18°44'21" W	2.83'
DL280	N 90°00'00" W	20.46'
DL281	N 87°10'06" E	54.39'
DL282	S 03°32'20" W	96.38'
DL283	N 89°23'16" W	125.64'
DL284	N 02°49'54" W	88.24'
DL285	N 87°10'06" E	56.71'
DL286	N 02°49'54" W	20.00'
DL287	N 87°10'06" E	25.00'
DL288	S 02°49'54" E	20.00'
DL289	N 00°13'11" E	100.81'
DL290	N 01°52'29" W	20.00'
DL291	S 01°52'29" E	20.00'
DL292	S 32°15'06" E	41.95'
DL293	S 04°52'50" E	68.94'
DL294	N 89°40'06" W	111.54'
DL295	N 02°49'54" W	20.00'

LINE	BEARING	DISTANCE
DL2	S 87°10'06" W	28.86'
DL3	N 02°49'54" W	123.07'
DL4	S 89°35'23" E	91.10'
DL5	S 01°09'54" W	118.21'
DL6	S 87°10'06" W	28.86'
DL7	S 02°49'54" E	20.00'
DL8	S 87°10'06" W	25.00'
DL9	S 02°49'54" E	20.00'
DL10	S 87°10'06" W	34.47'
DL11	S 03°32'20" W	118.24'
DL12	S 81°28'49" E	153.07'
DL13	N 08°31'11" E	52.92'
DL14	S 08°31'11" W	0.00'
DL15	S 87°10'06" W	9.47'
DL16	N 02°49'54" W	20.00'
DL17	S 87°10'06" W	25.00'
DL18	N 82°46'24" W	20.00'
DL19	N 84°44'32" W	87.35'
DL20	S 58°04'37" W	71.76'
DL21	N 03°32'20" E	119.12'
DL22	S 81°28'49" E	150.45'
DL23	S 08°31'11" W	17.11'
DL24	S 82°46'24" E	20.00'
DL25	S 89°35'23" E	175.54'
DL26	S 00°24'37" W	23.50'
DL27	S 39°21'44" W	158.33'
DL28	S 20°15'49" W	20.06'
DL29	N 20°15'49" E	20.06'
DL30	N 01°09'54" E	118.63'
DL31	S 89°35'23" E	22.30'
DL32	S 01°27'51" W	210.73'
DL33	S 77°33'34" W	111.36'
DL34	S 58°27'39" W	20.06'
DL35	N 58°27'39" E	20.06'
DL36	N 39°21'44" E	212.80'
DL37	S 08°31'11" W	56.12'
DL38	N 52°24'57" E	59.85'
DL39	N 83°49'01" E	64.21'
DL40	N 01°27'51" E	106.25'
DL41	S 77°33'34" W	103.94'
DL42	N 81°28'49" W	20.00'
DL43	S 08°31'11" W	25.00'
DL44	S 81°28'49" E	20.00'
DL45	N 78°08'20" E	12.37'
DL46	N 81°12'59" E	12.65'
DL47	S 11°51'40" E	20.03'
DL48	N 81°12'59" E	49.82'
DL49	S 04°47'01" E	103.64'
DL50	S 85°00'07" W	121.62'
DL51	N 11°51'40" W	91.70'
DL52	N 78°08'20" E	58.78'
DL53	N 11°51'40" W	20.00'
DL54	S 08°47'01" E	20.00'
DL55	N 81°12'59" E	25.00'
DL56	N 08°47'01" W	20.00'
DL57	N 81°12'59" E	45.92'
DL58	N 04°47'01" W	25.44'
DL59	N 04°47'01" W	25.00'
DL60	N 04°47'01" W	25.44'
DL61	N 76°48'55" W	44.99'
DL62	S 55°28'57" W	52.43'
DL63	S 75°55'22" W	37.04'
DL64	S 11°51'40" E	68.86'
DL65	N 78°08'20" E	45.20'
DL66	N 81°12'59" E	0.79'
DL67	N 43°57'27" W	20.08'
DL68	S 85°00'07" W	247.27'
DL69	S 31°55'28" E	118.37'
DL70	N 83°59'27" E	64.57'
DL71	S 43°57'27" E	20.08'
DL72	N 04°47'01" W	12.50'
DL73	N 85°12'59" E	20.00'
DL74	N 04°47'01" W	43.78'
DL75	N 85°12'59" E	84.78'
DL76	S 01°27'51" W	189.58'
DL77	N 67°30'49" W	93.07'
DL78	S 85°12'59" W	20.03'
DL79	S 44°40'44" E	20.03'
DL80	S 50°25'58" E	174.10'
DL81	N 73°55'41" E	38.03'
DL82	N 01°27'51" E	116.43'
DL83	N 67°30'49" W	120.18'
DL84	N 44°40'44" W	20.03'
DL85	S 04°47'01" E	25.00'
DL86	N 85°12'59" E	20.00'
DL87	S 04°47'01" E	66.39'
DL88	N 85°12'59" E	98.63'
DL89	N 01°27'51" E	205.57'
DL90	S 70°21'37" W	16.21'
DL91	S 61°29'10" W	115.06'
DL92	N 61°29'10" E	0.12'
DL93	S 04°47'01" E	50.49'
DL94	S 85°12'59" W	20.00'
DL95	S 15°35'45" E	20.03'
DL96	S 83°59'27" W	25.82'
DL97	S 25°07'58" E	97.95'
DL98	S 89°40'06" E	158.54'
DL99	N 73°55'41" E	26.09'
DL100	N 50°25'58" W	165.20'
DL101	N 15°35'45" W	20.03'
DL102	N 02°49'54" W	20.00'
DL103	S 87°10'06" W	29.52'
DL104	N 02°49'54" W	103.98'
DL105	N 48°46'01" E	48.01'
DL106	S 89°35'23" E	46.50'
DL107	S 02°49'54" E	131.17'
DL108	S 87°10'06" W	29.53'
DL109	S 02°49'54" E	20.00'
DL110	S 87°10'06" W	25.00'
DL111	N 17°45'09" E	20.02'

LINE	BEARING	DISTANCE
DL112	N 01°54'14" E	122.93'
DL113	S 21°16'50" W	77.96'
DL114	S 64°43'10" E	23.67'
DL115	S 17°45'09" W	20.02'
DL116	N 18°44'21" E	10.84'
DL117	N 02°49'54" W	104.53'
DL118	S 87°10'06" W	84.95'
DL119	S 01°54'14" W	122.54'
DL120	N 89°44'56" E	32.37'
DL121	S 00°15'04" E	20.00'
DL122	N 89°44'56" E	17.28'
DL123	N 00°15'04" W	22.58'
DL124	S 64°43'10" E	25.00'
DL125	S 25°16'50" W	20.00'
DL126	S 64°43'10" E	48.29'
DL127	N 59°33'09" W	139.07'
DL128	N 66°15'25" W	21.22'
DL129	N 30°40'20" E	83.60'
DL130	S 64°43'10" E	48.29'
DL131	N 25°16'50" E	20.00'
DL132	N 31°17'35" E	20.01'
DL133	N 25°16'50" E	121.01'
DL134	S 25°16'50" W	0.00'
DL135	S 25°16'50" W	125.64'
DL136	N 64°43'10" W	2.14'
DL137	S 31°17'35" W	20.01'
DL138	N 25°16'50" E	20.00'
DL139	S 64°43'10" E	29.08'
DL140	N 21°16'50" E	71.66'
DL141	N 64°49'02" W	78.55'
DL142	S 25°16'50" W	124.55'
DL143	S 64°43'10" E	29.08'
DL144	S 25°16'50" W	20.00'
DL145	S 64°43'10" E	25.00'
DL146	N 20°34'21" E	20.01'
DL147	S 20°34'21" W	20.01'
DL148	S 09°47'08" W	85.73'
DL149	N 83°19'30" W	72.06'
DL150	N 64°23'16" W	43.03'
DL151	S 64°43'10" E	17.42'
DL152	S 62°17'44" W	20.46'
DL153	N 82°37'54" W	76.74'
DL154	S 65°33'19" W	61.99'
DL155	S 05°20'59" W	40.14'
DL156	S 59°26'58" E	50.52'
DL157	S 74°49'29" E	136.92'
DL158	N 07°41'31" E	36.30'
DL159	N 62°17'44" E	20.46'
DL160	S 63°33'49" E	20.00'
DL161	S 26°26'11" W	61.31'
DL162	N 83°47'30" E	121.17'
DL163	N 14°26'59" E	36.66'
DL164	N 08°46'13" W	47.08'
DL165	N 39°47'04" W	60.36'
DL166	N 61°24'08" W	14.34'
DL167	S 26°26'11" W	13.92'
DL168	N 63°33'49" W	20.00'
DL169	S 26°26'11" W	25.00'
DL170	N 60°55'55" E	20.05'
DL171	N 34°50'51" E	147.46'
DL172	N 61°33'00" W	29.92'
DL173	N 23°54'29" W	42.48'
DL174	S 83°47'30" W	130.43'
DL175	S 60°55'55" W	20.05'
DL176	S 85°48'34" E	25.00'
DL177	N 04°11'26" E	20.00'
DL178	S 85°48'34" E	72.15'
DL179	N 16°42'22" W	99.77'
DL180	N 61°33'00" W	79.65'
DL181	S 34°50'51" W	143.14'
DL182	S 85°48'34" E	54.21'
DL183	S 04°11'26" W	20.00'
DL184	S 09°36'22" W	67.26'
DL185	N 81°21'36" W	121.23'
DL186	N 09°47'08" E	84.52'
DL187	N 89°44'56" E	14.42'
DL188	N 00°00'00" E	20.00'
DL189	N 89°44'56" E	16.64'
DL190	S 00°00'00" W	27.13'
DL191	N 72°57'40" W	20.46'
DL192	S 61°31'58" W	88.96'
DL193	N 00°59'13" E	179.72'
DL194	S 89°00'47" E	61.83'
DL195	S 28°31'08" E	72.73'
DL196	S 72°57'40" E	20.46'
DL197	S 63°33'49" E	25.00'
DL198	N 26°26'11" E	20.00'
DL199	S 63°33'49" E	36.34'
DL200	N 26°26'11" E	55.22'
DL201	N 65°13'34" W	97.65'
DL202	S 26°39'38" W	82.23'
DL203	S 26°26'11" W	22.02'
DL204	S 63°33'49" E	2.56'
DL205	N 26°26'11" E	20.00'
DL206	S 63°33'49" E	25.00'
DL207	S 26°26'11" W	20.00'
DL208	S 63°33'49" E	33.82'
DL209	N 59°51'34" W	135.28'
DL210	N 23°02'10" E	65.92'
DL211	S 17°59'30" E	20.46'
DL212	N 17°59'30" W	20.46'
DL213	N 26°39'38" E	81.24'
DL214	N 65°13'34" W	12.55'
DL215	N 89°00'47" W	116.20'
DL216	S 00°59'13" W	126.75'
DL217	S 85°32'44" E	9.06'
DL218	N 16°38'25" E	20.46'
DL219	N 25°16'50" E	94.36'
DL220	N 59°14'29" W	59.85'
DL221	S 66°12'05" W	98.27'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
DC1	80.00'	141.51'	101°21'06"	N 42°09'22" W	123.77'
DC2	730.00'	21.10'	1°39'21"	S 05°25'03" W	21.10'
DC3	730.00'	3.98'	0°18'43"	S 08°21'50" W	3.98'
DC4	710.00'	25.00'	2°01'03"	S 07°13'36" W	25.00'
DC5	170.00'	29.14'	9°49'11"	N 60°36'35" W	29.10'
DC6	150.00'	25.03'	9°33'37"	N 69°44'11" W	25.00'
DC7	170.00'	29.14'	9°49'11"	N 78°51'47" W	29.10'
DC8	170.00'	29.14'	9°49'11"	N 22°24'45" W	29.10'
DC9	150.00'	25.03'	9°33'37"	N 31°32'21" W	25.00'
DC10	170.00'	29.14'	9°49'11"	N 40°39'57" W	29.10'
DC11	170.00'	47.17'	15°53'54"	S 00°34'14" W	47.02'
DC12	155.00'	25.03'	9°15'05"	N 46°02'33" E	25.00'
DC13	135.00'	76.90'	32°38'08"	N 24°24'43" E	75.86'
DC14	135.00'	76.90'	32°38'08"	N 67°40'23" E	75.86'
DC15	205.00'	12.51'	3°29'45"	N 03°02'08" W	12.51'
DC16	225.00'	79.57'	20°15'45"	N 08°31'57" E	79.16'
DC17	225.00'	31.86'	8°06'47"	S 52°33'45" W	31.83'
DC18	225.00'	31.86'	8°06'47"	S 38°04'48" W	31.83'
DC19	205.00'	25.02'	6°59'30"	S 45°19'16" W	25.00'
DC20	640.00'	12.05'	1°04'44"	S 04°14'39" E	12.05'
DC21	205.00'	25.02'	6°59'30"	S 74°24'15" W	25.00'
DC22	225.00'	25.14'	6°24'07"	S 80°47'23" W	25.13'
DC23	225.00'	25.14'	6°24'07"	S 68°01'06" W	25.13'
DC24	275.00'	25.01'	5°12'38"	S 72°14'51" E	25.00'
DC25	255.00'	43.02'	9°39'59"	S 79°53'26" E	42.97'
DC26	238.28'	68.82'	16°32'56"	N 75°21'41" W	68.58'
DC27	255.00'	37.83'	8°29'59"	S 25°31'49" W	37.79'
DC28	255.00'	21.00'	4°43'06"	S 67°04'43" E	20.99'
DC29	70.00'	42.93'	35°08'27"	N 78°47'43" E	42.26'
DC30	238.28'	8.22'	1°58'35"	S 88°09'23" W	8.22'
DC31	25.00'	7.85'	17°59'07"	N 80°45'22" E	7.82'
DC32	3855.00'	94.59'	1°24'21"	S 22°09'46" W	94.58'
DC33	426.80'	25.16'	3°22'39"	S 63°01'51" E	25.16'
DC34	336.80'	22.84'	3°53'08"	N 54°38'14" W	22.84'
DC35	25.00'	14.70'	33°41'33"	N 35°50'53" W	14.49'
DC36	2530.00'	85.56'	1°56'16"	S 58°10'25" E	85.56'
DC37	336.80'	22.84'	3°53'08"	N 62°46'36" W	22.84'
DC38	356.80'	25.01'	4°00'55"	N 58°42'25" W	25.00'
DC39	345.00'	53.25'	8°50'36"	N 25°42'08" E	53.20'
DC40	325.00'	25.01'	4°24'30"	S 69°25'39" E	25.00'
DC41	345.00'	35.90'	5°57'45"	S 74°29'07" E	35.89'
DC42	3945.00'	96.99'	1°24'31"	N 22°15'06" E	96.99'
DC43	345.00'	15.85'	2°37'54"	S 66°02'07" E	15.85'
DC44	50.00'	25.27'	28°57'18"	N 27°42'16" W	25.00'
DC45	70.00'	36.99'	30°16'34"	N 02°16'48" W	36.56'
DC46	70.00'	39.03'	31°56'36"	N 53°57'46" W	38.52'
DC47	160.00'	26.02'	9°19'06"	S 21°46'38" W	25.99'
DC48	3945.00'	38.44'	0°33'30"	S 26°09'26" W	38.44'
DC49	180.00'	25.02'	7°57'51"	S 29°04'05" E	25.00'
DC50	160.00'	84.92'	30°24'41"	S 48°45'16" E	83.93'
DC51	160.00'	84.92'	30°24'41"	S 09°22'53" E	83.93'
DC52	160.00'	30.00'	10°44'32"	S 80°26'18" E	29.95'
DC53	70.00'	39.16'	32°03'14"	S 51°59'36" E	38.65'
DC54	345.00'	46.97'	7°48'03"	S 86°21'03" E	46.94'
DC55	25.00'	8.52'	19°31'18"	S 80°29'25" E	8.48'
DC56	70.00'	27.91'	22°50'46"	S 04°40'14" E	27.73'
DC57	70.00'	26.61'	21°46'55"	S 38°12'59" W	26.45'
DC58	50.00'	25.27'	28°57'18"	S 17°02'20" W	25.00'
DC59	3855.00'	53.15'	0°47'24"	N 26°02'29" E	53.15'
DC60	0.18'	0.57'	178°15'18"	S 65°13'34" E	0.37'
DC61	70.00'	43.01'	35°12'14"	S 33°21'49" E	42.34'
DC62	70.00'	40.09'	32°48'45"	N 84°39'10" E	39.54'
DC63	5.00'	4.21'	48°11'23"	S 87°39'31" E	4.08'
DC64	250.00'	105.82'	24°15'10"	S 03°56'25" W	105.03'
DC65	70.00'	54.85'	44°53'38"	N 39°16'30" E	53.46'
DC66	50.00'	25.27'	28°57'18"	N 72°00'30" E	25.00'
DC67	70.00'	26.87'	21°59'31"	S 86°42'32" E	26.70'
DC68	50.00'	25.27'	28°57'18"	S 73°21'35" E	25.00'
DC69	70.00'	22.98'	18°48'46"	S 53°40'00" E	22.88'
DC70	70.00'	27.49'	22°29'57"	N 85°06'15" E	27.31'
DC71	230.00'	25.01'	6°13'51"	S 41°45'18" E	25.00'
DC72	250.00'	21.83'	5°00'15"	S 47°07'23" E	21.83'
DC73	250.00'	21.83'	5°00'15"	S 36°23'13" E	21.83'
DC74	250.00'	29.17'	6°41'05"	S 82°28'01" E	29.15'
DC75	1545.00'	33.54'	1°14'37"	S 86°25'52" E	33.54'
DC76	1525.00'	25.00'	0°56'21"	S 87°31'00" E	25.00'
DC77	1545.00'	33.54'	1°14'37"	S 88°36'07" E	33.54'
DC78	250.00'	21.83'	5°00'15"	N 69°44'34" W	21.83'
DC79	230.00'	25.01'	6°13'51"	N 64°22'29" W	25.00'
DC80	250.00'	21.83'	5°00'15"	N 59°00'25" W	21.83'
DC81	245.00'	25.77'	6°01'39"	N 81°33'03" W	25.76'
DC82	5.00'	4.38'	50°09'30"	S 76°23'01" W	4.24'
DC83	70.00'	41.56'	34°00'50"	S 68°18'41" W	40.95'
DC84	245.00'	48.95'	11°26'51"	S 83°51'46" W	48.87'
DC85	225.00'	25.01'	6°22'10"	N 87°29'21" W	25.00'
DC86	70.00'	94.01'	76°56'45"	S 48°45'34" W	87.10'
DC87	70.00'	59.38'	48°36'02"	S 34°35'13" E	57.61'
DC88	50.00'	25.27'	28°57'18"	S 00°00'00" E	25.00'
DC89	1545.00'	28.98'	1°04'28"	N 89°07'34" E	28.98'
DC90	1525.00'	25.00'	0°56'21"	N 88°07'31" E	25.00'
DC91	1545.00'	28.98'	1°04'28"	N 87°07'28" E	28.98'

UTILITY SERVICE PROVIDERS

COMPANY	UTILITY
WATER	CITY OF GOODYEAR
SEWER	CITY OF GOODYEAR
FIRELINE	CITY OF GOODYEAR
APS	ELECTRIC
SOUTHWEST GAS	GAS
COX CABLE	COMMUNICATION

REGISTERED LAND SURVEYOR
CERTIFICATE NO. 45377
DANIEL D. ARMIJO
Date Signed 09-19-22
ARIZONA, U.S.A.
Expires 12/31/2024

REVISIONS:

DRAWING SCALE(S)

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 243-4287

ARROYO RANCH

NE 1/4, NE 1/4, SECTION 16, T.1S., R.2W.

FINAL PLAT

ORIGINAL PLAN DATE 11-16-21

LATEST REVISION DATE 09-19-22

PROJECT NUMBER 21-101

LOT AREA TABLE

1	20,157 Sq. Feet	0.4627 Acres
2	20,000 Sq. Feet	0.4591 Acres
3	20,000 Sq. Feet	0.4591 Acres
4	32,645 Sq. Feet	0.7494 Acres
5	42,306 Sq. Feet	0.9712 Acres
6	25,000 Sq. Feet	0.5739 Acres
7	38,100 Sq. Feet	0.8746 Acres
8	31,452 Sq. Feet	0.7220 Acres
9	32,661 Sq. Feet	0.7498 Acres
10	28,484 Sq. Feet	0.6539 Acres
11	20,257 Sq. Feet	0.4650 Acres
12	20,000 Sq. Feet	0.4591 Acres
13	20,000 Sq. Feet	0.4591 Acres
14	20,000 Sq. Feet	0.4591 Acres
15	28,582 Sq. Feet	0.6561 Acres
16	47,885 Sq. Feet	1.0993 Acres
17	20,005 Sq. Feet	0.4592 Acres
18	23,184 Sq. Feet	0.5322 Acres
19	20,015 Sq. Feet	0.4595 Acres
20	26,098 Sq. Feet	0.5991 Acres
21	25,878 Sq. Feet	0.5941 Acres
22	20,020 Sq. Feet	0.4596 Acres
23	20,253 Sq. Feet	0.4650 Acres
24	20,000 Sq. Feet	0.4591 Acres
25	21,000 Sq. Feet	0.4821 Acres
26	21,547 Sq. Feet	0.4946 Acres
27	27,807 Sq. Feet	0.6384 Acres
28	20,027 Sq. Feet	0.4598 Acres
29	20,044 Sq. Feet	0.4601 Acres
30	23,117 Sq. Feet	0.5307 Acres
31	30,536 Sq. Feet	0.7010 Acres
32	26,810 Sq. Feet	0.6155 Acres
33	35,597 Sq. Feet	0.8172 Acres
34	24,000 Sq. Feet	0.5510 Acres
35	25,557 Sq. Feet	0.5867 Acres
36	27,025 Sq. Feet	0.6204 Acres
37	20,229 Sq. Feet	0.4644 Acres
38	23,339 Sq. Feet	0.5358 Acres
39	31,858 Sq. Feet	0.7314 Acres
40	22,787 Sq. Feet	0.5231 Acres

NW CORNER NE 1/4; NE 1/4 FD 1/2" REBAR

NE CORNER SECTION 16 T1S, R2W FD BRASS CAP POINT OF BEGINNING

SW CORNER NE 1/4; NE 1/4 FD 1/2" REBAR

SE CORNER NE 1/4; NE 1/4 FD 1/2" REBAR

ESTRELLA PARCEL 58 BOOK 321, PAGE 31, MCR

GRAPHIC SCALE

60 0 30 60

1 INCH= 60 FEET

LEGEND

MCR	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVT	33' x 33' SIGHT VISIBILITY TRIANGLE EASEMENT
WE	WATERLINE EASEMENT
SE	SEWER EASEMENT
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTER LINE
	EASEMENT LINE AS NOTED

REGISTERED LAND SURVEYOR CERTIFICATE NO. 45377 DANIEL D. ARMIJO Date Signed 09-19-22 ARIZONA U.S.A. Expires 12/31/2022

AW LAND SURVEYING LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630 (480) 245-4287

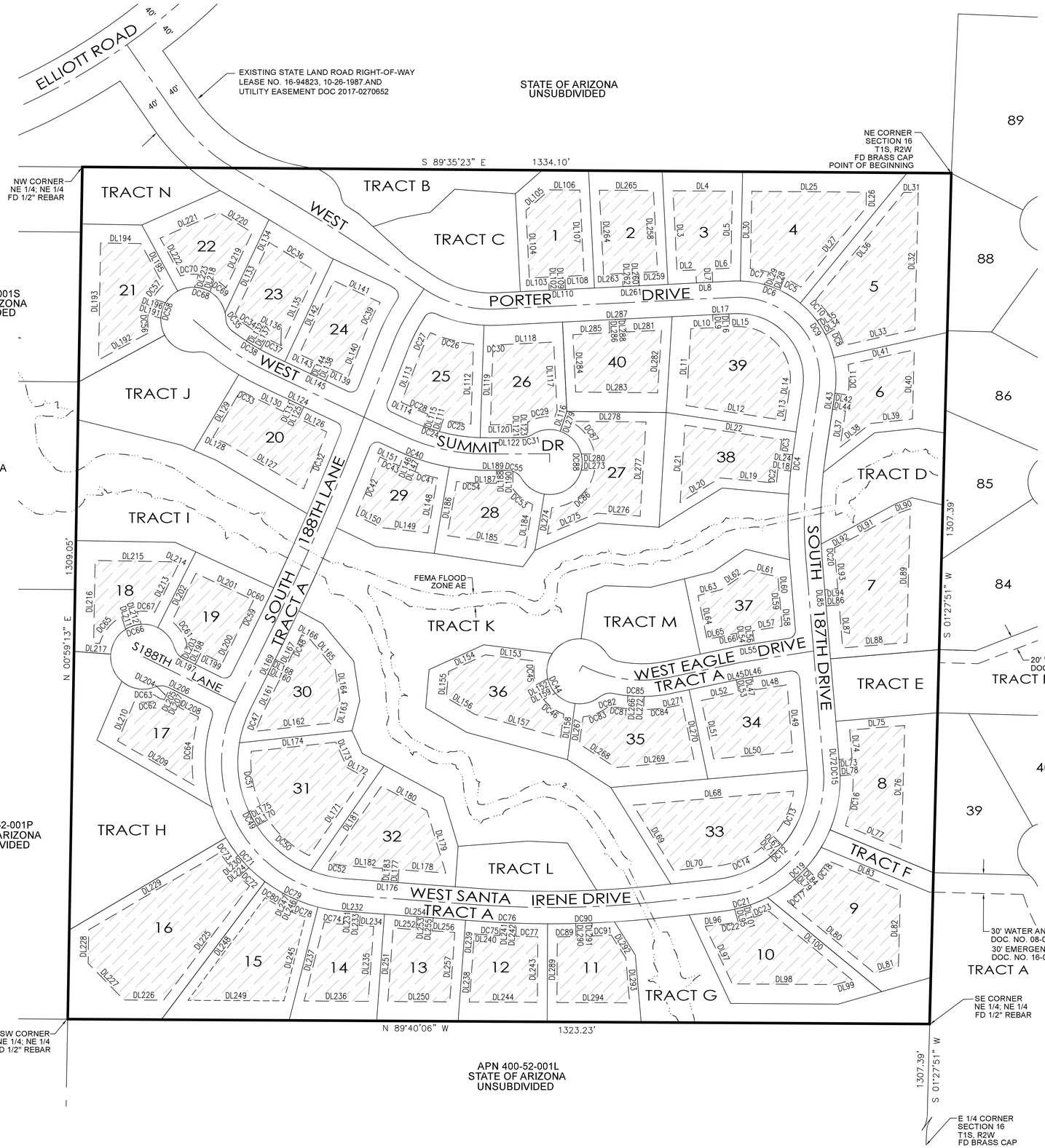
ARROYO RANCH
NE 1/4, NE 1/4, SECTION 16, T.1S., R.2W.
FINAL PLAT

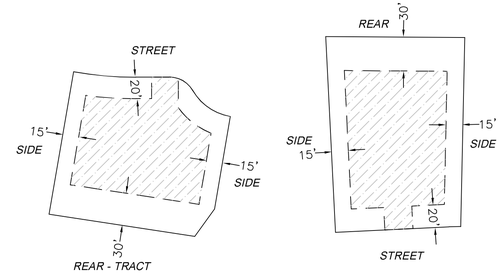
ORIGINAL PLAN DATE 11-15-21

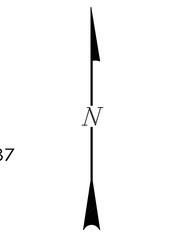
LATEST REVISION DATE 09-19-22

PROJECT NUMBER 21-101

SHEET NUMBER 3 OF 4







LEGEND

MCR	MARICOPA COUNTY RECORDS
PUE	PUBLIC UTILITY EASEMENT
VNAE	VEHICULAR NON-ACCESS EASEMENT
SVE	33' x 33' SIGHT VISIBILITY TRIANGLE EASEMENT
WE	WATERLINE EASEMENT
SE	SEWER EASEMENT
	LOT DEVELOPMENT ENVELOPE PER ORDINANCE 2014-1316
	SUBDIVISION BOUNDARY
	LOT LINE
	CENTER LINE
	EASEMENT LINE AS NOTED

TRACT TABLE

ID	AREA(SF)	USE	OWNER	MAINTENANCE
A	336,897	PRIVATE STREET, ACCESS EASEMENT, WATER, SEWER, DRAINAGE	HOA	HOA
B	16,109	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
C	23,919	OPEN SPACE, DRAINAGE, SEWER LIFT STATION EASEMENT, PUE	HOA	HOA
D	21,520	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
E	15,641	OPEN SPACE, PUE	HOA	HOA
F	5,352	WATER, SEWER, PUE EMERGENCY ACCESS EASEMENT	HOA	HOA
G	32,066	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
H	48,289	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
I	52,135	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
J	26,816	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
K	164,156	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
L	13,897	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
M	18,382	OPEN SPACE, DRAINAGE, PUE	HOA	HOA
N	14,585	OPEN SPACE, DRAINAGE, PUE	HOA	HOA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
45377
DANIEL D. ARMIJO
09-19-23
ARIZONA U.S.A.
Expires 12/31/2024

REVISIONS

DRAWING SCALE(S)

AW LAND SURVEYING, LLC
P.O. BOX 2170, CHANDLER, AZ 85244
(480) 244-7630

ARROYO RANCH
NE 1/4, NE 1/4, SECTION 16, T.1S., R.2W.
FINAL PLAT

ORIGINAL PLAN DATE
11-15-21

LATEST REVISION DATE
09-19-22

PROJECT NUMBER
21-101

SHEET NUMBER
4 OF 4

City of Goodyear



0 0.02 0.04 0.09 0.14 0.18 0.22 0.27 0.31 0.36 mi

Author:

Date Created: 12/6/2022

Data Source: City of Goodyear

When receiving and using GIS data, the user agrees and acknowledges the following: The City of Goodyear provides geospatial digital data on an "as is" and "as available" basis. The City makes no representations or warranties of any kind, express or implied with respect to the data. The City is not liable for geospatial digital data errors, inaccuracies or omissions and shall be held harmless from and against all damage, loss or liability arising from any use or the results obtained from its use.

ITEM #: 7.
DATE: 08/26/2024
AI #:2138

CITY COUNCIL ACTION REPORT

SUBJECT: **FINAL PLAT FOR PROLOGIS 303 BUSINESS PARK**

STAFF PRESENTER(S): Marty Crossland, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):

Nicholas Brown, PE, Wood, Patel & Associates, Inc.

SUMMARY

A Final Plat subdividing approximately 114.1 acres into 3 lots and 0 tracts at the intersection of North Cotton Lane and West Camelback Road.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve the Final Plat for Prologis 303 Business Park, subject to stipulations. (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; and
2. Prior to recordation of the Final Plat for Prologis 303 Business Park (the “Final Plat”), Owner shall submit an updated title report for the property included within such final plat (the “Property”) and shall modify the Final Plat to reflect the current ownership and current lender including on the Final Plat 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 all or part of the 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

The Property was part of a rezoning case in 2006 to allow for a development known as Camelback 303. The area was rezoned from Agricultural (AG) to Light Industrial (I-1) and General Commercial (C-2) zoning districts with a Final Planned Area Development (PAD) overlay. The Property was rezoned in 2018 to Light Industrial (I-1) by Ordinance No. 2018-1415.

The final plat for Prologis 303 Goodyear was approved by the City Council on April 10, 2023, and recorded on May 19, 2023, in the official records of the Maricopa County Recorder at Book 1738 Page 45.

STAFF ANALYSIS

The General Plan designates the subject property as ‘Industrial’. The ‘Industrial’ land use category provides for more intensive business and employment uses which have a greater impact on surrounding land uses. The existing zoning of I-1 is in conformance with the General Plan land use designation. The proposed subdivision is consistent with the General Plan and zoning 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.

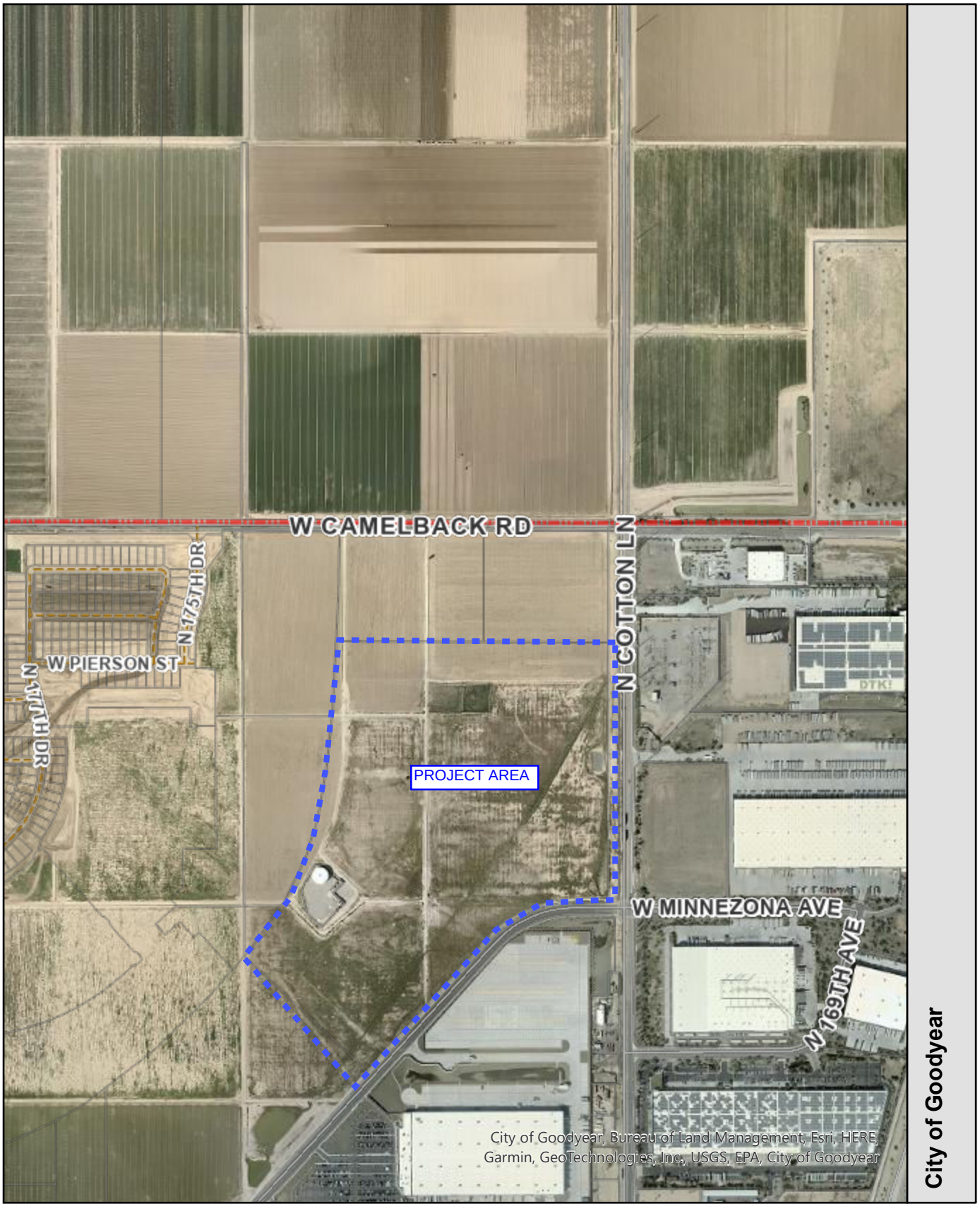
Attachments

Aerial Photo

Final Plat

Name of Map: City of Goodyear

Description: Final Plat of Prologis 303 Goodyear



FINAL PLAT
FOR
PROLOGIS 303 GOODYEAR AMENDED

A REPLAT OF THE FINAL PLAT OF "PROLOGIS 303 GOODYEAR"
RECORDED IN BOOK 1738, PAGE 45, MARICOPA COUNTY RECORDERS (MCR),
LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS
OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST,
OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

KNOW ALL PERSONS BY THESE PRESENTS:

THAT LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP AS OWNER OF LOT 1 AND ARIZONA AMERICAN WATER COMPANY, AN ARIZONA CORPORATION AS OWNER OF LOT 3 (OWNERS), HAVE SUBDIVIDED UNDER THE NAME OF "PROLOGIS 303 GOODYEAR AMENDED", A REPLAT OF THE FINAL PLAT OF "PROLOGIS 303 GOODYEAR" RECORDED IN BOOK 1738, PAGE 45, MARICOPA COUNTY RECORDS (MCR), LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARES THAT SAID FINAL PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS AND EASEMENTS CONSTITUTING THE SAME. EACH LOT AND EASEMENT SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN TO EACH RESPECTIVELY ON SAID PLAT.

LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, HEREBY DEDICATES TO THE CITY OF GOODYEAR (THE "CITY") FOR USE BY THE CITY A NON-EXCLUSIVE EMERGENCY SERVICES ACCESS EASEMENT OVER, ACROSS AND THROUGH ALL AREAS WITHIN LOT 1 IDENTIFIED AS "EVA DEDICATED HEREON" AND INCLUDED WITHIN THE PREMISES DESCRIBED HEREIN (THE "ACCESS EASEMENT AREA"),THE ACCESS EASEMENTS DEDICATED HEREON ARE FOR USE BY THE CITY OF GOODYEAR AND OTHER ENTITIES FOR THE PURPOSES PROVIDED HEREIN. THE PURPOSE OF THIS EASEMENT IS TO: (I) PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS, INCLUDING THE CITY OF GOODYEAR, TO RESPOND TO CALLS FOR EMERGENCY SERVICES, AND (II) TO ALLOW THE CITY, INCLUDING ITS CONTRACTORS, THE RIGHT, BUT NOT THE OBLIGATION TO CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREA AS NEEDED TO PROVIDE ACCESS FOR EMERGENCY SERVICES PROVIDERS. LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, AND ALL SUCCESSORS AND ASSIGNS IN INTEREST TO LOT 1 SHALL CONSTRUCT IMPROVEMENTS WITHIN THE ACCESS EASEMENT AREA IN COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND/OR LOCAL LAWS, ORDINANCES, POLICIES, PROCEDURES OR OTHER REQUIREMENTS APPLICABLE TO EMERGENCY ACCESS WAYS IN EFFECT AT THE TIME OF THE CONSTRUCTION OF THE EMERGENCY ACCESS IMPROVEMENTS, INCLUDING BY WAY OF EXAMPLE, BUT NOT LIMITED TO, THE REQUIREMENTS IN THE CITY OF GOODYEAR ENGINEERING DESIGN STANDARDS AND POLICIES MANUALS FOR IMPROVEMENTS NEEDED FOR EMERGENCY ACCESS (THE "EMERGENCY ACCESS FACILITIES"). LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1, AND ALL SUCCESSORS AND ASSIGNS IN INTEREST TO LOT 1 SHALL MAINTAIN THE EMERGENCY ACCESS FACILITIES IN GOOD WORKING CONDITION AND SHALL REPAIR AND REPLACE THE EMERGENCY ACCESS FACILITIES AS NEEDED TO KEEP THEM IN GOOD WORKING CONDITION AND TRAVERSABLE AT ALL TIMES. IF OWNER FAILS TO MAINTAIN THE EMERGENCY 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 EMERGENCY ACCESS FACILITIES CONSISTENT WITH THE APPROVED PLANS, AND OWNER SHALL REIMBURSE THE CITY FOR THE COSTS THE CITY INCURS IN DOING SO. THE ACCESS EASEMENT DEDICATED HEREON RUN WITH THE LAND AND ARE BINDING UPON LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP, AS OWNER OF LOT 1 AND ALL SUCCESSORS AND ASSIGNS IN INTEREST OR TITLE TO ALL OR PART OF THE ACCESS EASEMENT AREA(S).

SIGNATURE OF THE UNDERSIGNED OFFICERS THEREUNTO DULY AUTHORIZED TO DO SO.

LIBERTY PROPERTY LIMITED PARTNERSHIP, LP,
A PENNSYLVANIA LIMITED PARTNERSHIP

BY: LIBERTY TRUST
ITS: GENERAL PARTNER

BY: _____
NAME: JOHN E. FOSTER
ITS: AUTHORIZED REPRESENTATIVE

ARIZONA AMERICAN WATER COMPANY, AN ARIZONA CORPORATION

BY: _____ DATE: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 20___, BY JOHN E. FOSTER THE AUTHORIZED REPRESENTATIVE OF LIBERTY TRUST THE GENERAL PARTNER OF LIBERTY PROPERTY LIMITED PARTNERSHIP, LP, A PENNSYLVANIA LIMITED PARTNERSHIP ON BEHALF OF SAID LIMITED PARTNERSHIP.

_____
NOTARY PUBLIC

STATE OF ARIZONA)
) SS
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF

_____, 20___, BY _____ AS _____ OF ARIZONA AMERICAN WATER COMPANY, AN ARIZONA CORPORATION

_____
NOTARY PUBLIC

AREA TABLE		
	AREA SQUARE FEET	AREA ACRES
LOT 1	3,290,335	75.5357
LOT 2	1,526,667	35.0475
LOT 3	152,349	3.4975
OVERALL	4,969,351	114.0806

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N41°36'26"E	79.05'
L2	N35°13'14"E	401.83'
L3	N26°05'50"E	321.74'
L4	N17°29'27"E	287.66'
L5	N09°46'10"E	364.84'
L6	N07°03'33"E	382.56'
L7	N04°42'11"E	325.91'
L8	N03°08'17"E	160.20'
L9	N89°46'32"W	32.00'
L10	S45°19'16"W	46.59'
L11	N89°34'56"W	242.23'
L12	N00°13'28"E	261.56'
L13	N04°02'11"E	105.29'
L14	N02°38'17"W	140.17'
L15	N00°13'28"E	150.00'
L16	N05°56'06"E	70.35'

LINE TABLE		
LINE	BEARING	DISTANCE
L17	N35°13'14"E	166.49'
L18	N26°05'50"E	324.84'
L19	N17°29'27"E	62.94'
L20	N47°12'49"W	321.23'
L21	S47°12'49"E	4.47'
L22	N42°47'11"E	100.00'
L23	N47°12'49"W	61.01'
L24	N42°48'59"E	433.23'
L25	S89°46'32"E	33.00'
L26	S00°13'28"W	73.22'
L27	S47°12'49"E	347.82'
L28	S44°33'56"E	26.66'
L29	S00°26'04"W	44.56'
L30	S89°33'56"E	182.95'
L31	S47°11'01"E	239.91'

CURVE TABLE					
CURVE	DELTA	RADIUS	ARC	CHORD	LENGTH
C1	47°35'56"	800.00'	664.61'	S66° 37' 06"W	664.61'
C2	47°35'56"	760.00'	631.38'	S66° 37' 06"W	631.38'
C3	47°35'56"	720.00'	598.15'	S66° 37' 06"W	598.15'

FINAL PLAT APPROVAL

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS _____ DAY OF

_____, 20___.

BY: _____
JOE PIZZILLO, MAYOR

ATTEST: _____
DARCIE McCRAKEN, CITY CLERK

APPROVED BY THE CITY COUNCIL OF GOODYEAR, ARIZONA THIS _____ DAY OF

_____, 20___.

BY: _____
STEVE SCINTO, CITY ENGINEER

NOTES

1. NO STRUCTURE 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, CONSTRUCTION OR RECONSTRUCTING UTILITY FACILITIES.

2. 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.

3. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY OR EASEMENTS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES, CURBS, GUTTERS, SIDEWALKS, RAMPS, DRIVEWAYS, TURN BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND STREET STRIPING.
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL IMPROVEMENTS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL IMPROVEMENTS. ANY DAMAGED IMPROVEMENT SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATIONS OF A SEALANT ON ALL CRACKS AND JOINTS, AND APPLICATION OF A SEALANT OVER ALL ASPHALT PAVEMENTS.
   d. AT THE TERMINATION OF THE MAINTENANCE AND WARRANTY PERIOD ALL IMPROVEMENTS SHALL BE UNDAMAGED AND SHALL MEET CITY STANDARDS.
   e. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR WARRANTY PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE IMPROVEMENTS MEET CITY APPROVAL.

4. LANDSCAPED AREAS THAT WILL BE MAINTAINED IN THE FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY INCLUDE RETENTION BASINS, PARKS, RIGHTS-OF-WAY, AND STREET CENTER MEDIAN LANDSCAPING.
   a. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL PLANTED AREAS INCLUDING IRRIGATION SYSTEMS FOR A PERIOD OF TWO-YEARS BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE NOTIFICATION OF APPROVAL FOR THE PROJECT.
   b. DURING THE MAINTENANCE AND WARRANTY PERIOD, THE DEVELOPER SHALL BE RESPONSIBLE FOR MAINTAINING ADEQUATE PROTECTION TO ALL AREAS. ANY DAMAGED PLANTING AND OR IRRIGATION SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT THE DEVELOPER'S EXPENSE.
   c. MAINTENANCE SHALL INCLUDE CONTINUOUS OPERATIONS OF WATERING, WEEDING, REMOVAL OF DEAD PLANT MATERIAL, MOWING ROLLING, FERTILIZING, SPRAYING, INSECT AND PEST CONTROL, RE-SEEDING, REPLACEMENT, AND ALL OTHER MEASURES NECESSARY TO ENSURE GOOD NORMAL GROWTH.
   d. 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.
   e. 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.
   f. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE LANDSCAPING MEETS CITY APPROVAL.

5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER MAINTENANCE AND REPAIR OF ALL FACILITIES ASSOCIATED WITH STORMWATER MANAGEMENT ON A PROPERTY.

6. THIS SUBDIVISION IS SUBJECT TO ATTENDANT NOISE, VIBRATIONS, DUST, AND ALL OTHER AFFECTS THAT MAY BE CAUSED BY OVERFLIGHTS AND BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM PHOENIX-GOODYEAR AIRPORT OR LUKE AIR FORCE BASE.

7. ALL NEW OR RELOCATED UTILITIES WILL BE PLACE UNDERGROUND EXCLUDING POWER LINES 69 KV AND LARGER.

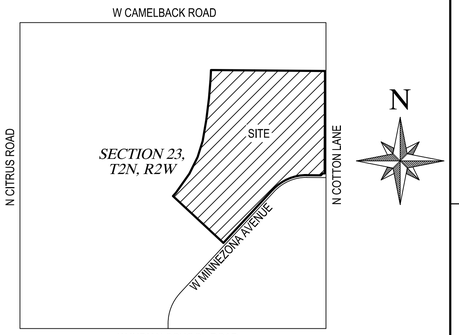
8. ALL LOT CORNERS SHALL BE MONUMENTED WITH 1/2" REBAR WITH CAP, TAG OR OTHER MONUMENTATION AS DESCRIBED BEARING THE REGISTRATION NUMBER OF THE SURVEYOR RESPONSIBLE FOR THEIR PLACEMENT.

9. 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 THE DEVELOPMENT.

10. THIS DEVELOPMENT IS ADJACENT TO AGRICULTURAL USES AND IS THEREFORE SUBJECT TO NOISE, DUST, AND ODORS ASSOCIATED WITH SUCH A USE.

11. THIS DEVELOPMENT IS SUBJECT TO ATTENDANT NOISE CAUSED FROM VEHICULAR TRAFFIC ON LOOP 303.

12. PURSUANT TO A.R.S. § A 9-402, THE CITY COUNCIL OF THE CITY OF GOODYEAR IS VESTED WITH THE POWER TO DISPOSE OF EASEMENTS OWNED BY THE CITY THAT ARE NO LONGER NEEDED. THE TWENTY-FOOT (20") EMERGENCY VEHICLE ACCESS EASEMENT DEDICATED TO THE CITY IN THE FINAL PLAT RECORDED IN BOOK 1738, PAGE 45 OF THE MARICOPA COUNTY RECORDER'S OFFICE IS NO LONGER NEEDED BY THE CITY OF GOODYEAR AND THEREFORE THE EMERGENCY VEHICLE ACCESS EASEMENT IDENTIFIED AS "EVA ABANDONED BY THIS PLAT" IS HEREBY TERMINATED.



VICINITY MAP
NTS

OWNER

LIBERTY PROPERTY LIMITED PARTNERSHIP,LP
2525 EAST CAMELBACK ROAD, SUITE 400
PHOENIX, ARIZONA 85016
480.860.3165
CONTACT: JIM AUNGST

OWNER

ARIZONA AMERICAN WATER COMPANY
2355 W. PINNACLE PEAK ROAD, SUITE 300
PHOENIX, ARIZONA 85027
PHONE: 623.445.2400
CONTACT: TERRY LOWE

ENGINEER

WOOD, PATEL & ASSOCIATES, INC.
2051 WEST NORTHERN AVENUE, SUITE 100
PHOENIX, ARIZONA 85021
602.335.8500
CONTACT: NICHOLAS BROWN, PE

UTILITY PROVIDERS

ELECTRIC	APS
GAS	SOUTHWEST GAS
WATER	EPCOR WATER
SEWER	CITY OF GOODYEAR
COMMUNICATIONS	CENTURY LINK
COMMUNICATIONS	MCI
COMMUNICATIONS	PAULEY FIBER

SHEET INDEX

1	COVER SHEET
2	KEY MAP, LINE TABLE, LOT AREA TABLE & LEGEND
3	PLAN SHEET - EXISTING EASEMENTS
4	PLAN SHEET - EXISTING EASEMENTS
5	PLAN SHEET - DEDICATED EASEMENTS
6	PLAN SHEET - DEDICATED EASEMENTS

BASIS OF BEARING

NATIONAL GEODETIC SURVEY (NGS) GEODETIC NORTH BASED ON:

THE HORIZONTAL DATUM FOR THIS SURVEY IS BASED ON THE MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION (MCDOT) GEODETIC DENSIFICATION AND CADASTRAL SURVEY (GDACS) WEBSITE WWW.MCDOT.MARICOPA.GOV, UNDER THE SURVEY INFORMATION LINK ON AUGUST 30, 2017.

PROJECTION: CENTRAL ZONE, NAD 83, (EPOCH 2010)
DATUM: GRS-80
UNITS: INTERNATIONAL FEET
GEOID MODEL: GEOID 2012A
CONTROL POINT: 4DD1
PID: AJ3840
LATITUDE: N33°30'29.70323"
LONGITUDE: W112°27'29.03225"
ELLIPSOID HEIGHT: 313.232 (METERS)
DESCRIPTION: STAINLESS STEEL ROD WITH ALUMINUM CAP STAMPED 4DD1 1999

MODIFIED TO GROUND AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, BEING A 3" CITY OF GOODYEAR BRASS CAP IN HANDHOLE DOWN 0.7', HAVING A COORDINATE VALUE OF (GRID) N: 912802.662, E: 544490.891, AND USING A SCALE FACTOR OF 1.0001193914.

HORIZONTAL ADJUSTMENT: NONE
HORIZONTAL ROTATION: NONE

CERTIFICATION

I, BRIAN J. DIEHL, OF WOOD, PATEL & ASSOCIATES, INC., HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT CONSISTING OF SIX (6) SHEETS REPRESENTS A SURVEY PERFORMED BY WOOD, PATEL & ASSOCIATES, INC., DURING THE MONTH OF JUNE, 2019; THAT THE SURVEY IS CORRECT AND ACCURATE; THAT THE SURVEY MEETS THE MINIMUM STANDARDS FOR ARIZONA LAND BOUNDARY SURVEYS; THAT THE BOUNDARY MONUMENTS SHOWN ACTUALLY EXIST AS SHOWN AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN J. DIEHL, RLS 23945
WOOD, PATEL & ASSOCIATES, INC.
1630 SOUTH STAPLEY DRIVE - SUITE 219
MESA, ARIZONA 85204
480.834.3300
SURVEYOR@WOODPATEL.COM

WOOD PATEL

Wood, Patel & Associates, Inc.
Civil Engineering
Water Resources
Land Survey
Construction Management

602.335.8500

www.woodpatel.com

FINAL PLAT
PROLOGIS 303 GOODYEAR AMENDED
LYING WITHIN A PORTION OF THE NORTHEAST, SOUTHEAST AND SOUTHWEST QUARTERS OF SECTION 23,
TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

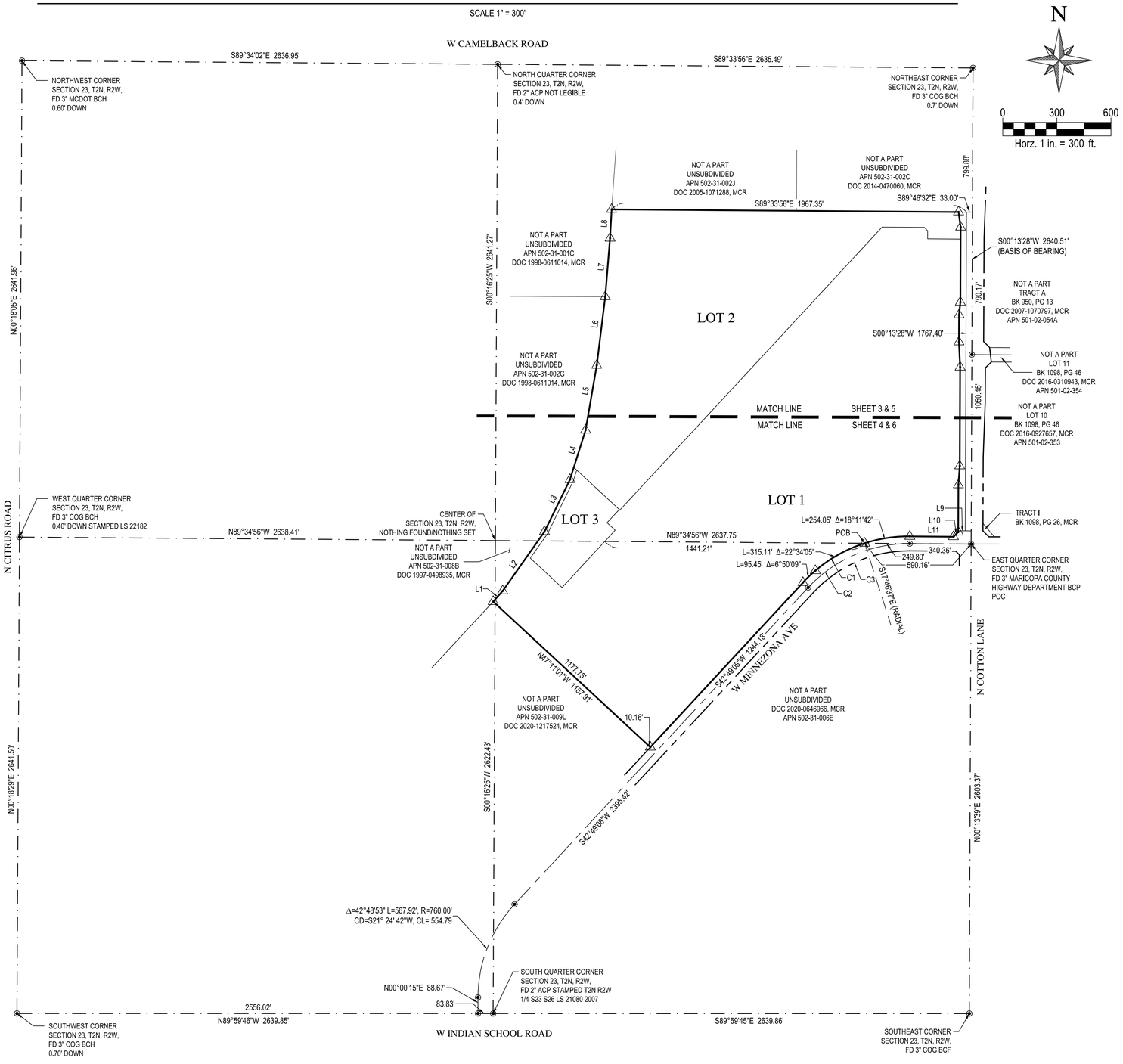
REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
06-18-24
Date Signed
ARIZONA, U.S.A.
EXPIRES 09-30-26

CHECKED BY BJD
CAD TECHNICIAN RWK/MJS
SCALE NTS
DATE 06/18/2024
JOB NUMBER WP# 174737.07
SHEET 1 OF 6

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KEY MAP

SCALE 1" = 300'



LEGEND

△	SUBDIVISION CORNER
◉	SURVEY MONUMENT FOUND AS NOTED
ACP	ALUMINUM CAP IN POTHOLE
AE	ACCESS EASEMENT
APN	ASSESSORS PARCEL NUMBER
APZ	ACCIDENT POTENTIAL ZONE
BCH	BRASS CAP IN HANDHOLE
BCP	BRASS CAP IN POTHOLE
BK	BOOK
BS	BUILDING SETBACK
COG	CITY OF GOODYEAR
DOC	DOCUMENT
EE	ELECTRICAL EASEMENT
EX	EXISTING
EVA	EMERGENCY VEHICLE ACCESS EASEMENT
FD	FOUND
INST	INSTRUMENT
MCR	MARICOPA COUNTY RECORDS
MCDOT	MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION
PG	PAGE
POB	POINT OF BEGINNING
POC	POINT OF COMMENCEMENT
PUE	PUBLIC UTILITY EASEMENT
R/W	RIGHT-OF-WAY
SE	SEWER EASEMENT
SWE	SIDEWALK EASEMENT
TAE	TEMPORARY ACCESS EASEMENT
TCE	TEMPORARY CONSTRUCTION EASEMENT
TDE	TEMPORARY DRAINAGE EASEMENT
WE	WATER EASEMENT
WLE	WATER LINE EASEMENT
———	LOT LINE
—— - ——	CENTERLINE
———	BOUNDARY LINE
— — —	EASEMENT LINE
— — —	RIGHT-OF-WAY
—— · ——	SECTION LINE

PARENT PARCEL DESCRIPTION

LOTS 1 AND 2, OF PROLOGIS 303 GOODYEAR, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF MARICOPA COUNTY, ARIZONA, RECORDED IN BOOK 1738, PAGE 45.

TOGETHER WITH:

THAT CERTAIN PARCEL OF LAND RECORDED IN DOCUMENT 2010-0403017, MCR, LYING WITHIN THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SECONDARILY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 23;
THENCE ALONG THE EAST-WEST MID-SECTION LINE OF SAID SECTION, NORTH 89°34'56" WEST, A DISTANCE OF 1945.52 FEET;
THENCE LEAVING SAID MID-SECTION LINE, NORTH 00°25'04" EAST, A DISTANCE OF 36.20 FEET, TO THE EASTERLY MOST CORNER OF SAID CERTAIN PARCEL OF LAND AND THE POINT OF BEGINNING;
THENCE ALONG THE SOUTHEASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, SOUTH 42°47'11" WEST, A DISTANCE OF 230.00 FEET, TO THE SOUTHERLY MOST CORNER OF SAID CERTAIN PARCEL OF LAND;
THENCE LEAVING SAID SOUTHEASTERLY LINE, ALONG THE WESTERLY LINE OF SAID CERTAIN PARCEL OF LAND, NORTH 47°12'49" WEST, A DISTANCE OF 133.19 FEET;
THENCE NORTH 13°42'31" WEST, A DISTANCE OF 170.87 FEET,
THENCE NORTH 26°05'09" EAST, A DISTANCE OF 198.01 FEET, TO THE NORTHERLY MOST CORNER OF SAID CERTAIN PARCEL OF LAND;
THENCE LEAVING SAID WESTERLY LINE, ALONG THE NORTHEASTERLY LINE OF SAID CERTAIN PARCEL OF LAND, SOUTH 86°17'04" EAST, A DISTANCE OF 73.01 FEET;
THENCE SOUTH 47°12'49" EAST, A DISTANCE OF 175.89 FEET;
THENCE SOUTH 42°47'11" WEST, A DISTANCE OF 100.00 FEET;
THENCE SOUTH 47°12'49" EAST, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING.

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FINAL PLAT

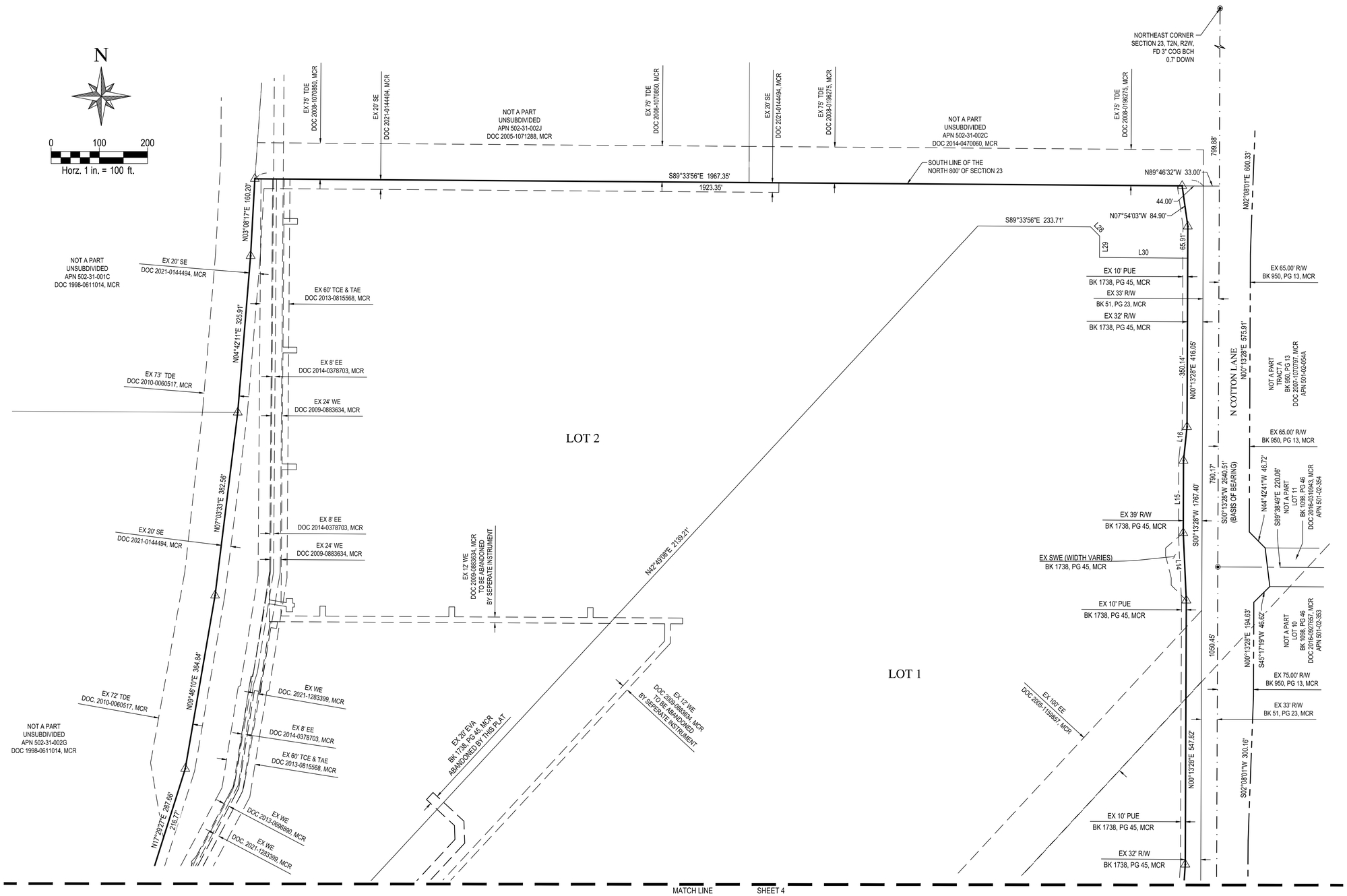
PROLOGIS 303 GOODYEAR AMENDED

LYING WITHIN A PORTION OF THE NORTHEAST AND SOUTHWEST QUARTERS OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
23945
BRIAN J.
DIEHL
Date Signed
ARIZONA, U.S.A.
EXPIRES 09-30-26

CHECKED BY	BJD
CAD TECHNICIAN	RWK/MJS
SCALE	NTS
DATE	06/18/2024
JOB NUMBER	WP# 174737.07
SHEET	2 OF 6

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EXISTING EASEMENTS

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DATE	06/18/2024
JOB NUMBER	WP# 174737.07
SHEET	3 OF 6

Z:\2017\174737\Survey\Plat\4737-F02.dwg

MATCH LINE SHEET 3

LOT 1

LOT 2

LOT 3

N89°34'56"W 2637.75'

1441.21'

CENTER OF SECTION 23, T2N, R2W, NOTHING FOUND/NOTHING SET

POB

EAST QUARTER CORNER SECTION 23, T2N, R2W, FD 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BCP POC

N89°34'56"W 242.23'

590.16'

340.36'

249.80'

N89°34'56"W 255.50'

L=254.05' Δ=18°11'42"

L=315.11' Δ=22°34'05"

L=95.45' Δ=6°50'09"

C1

C2

C3

N 0°13'28" E 2640.51' (BASIS OF BEARING)

S 0°13'28" W 1767.40'

N 0°13'28" E 409.40'

N 0°13'28" E 65.00' R/W

BK 950, PG 13, MRC

N 0°13'29" E 60.97'

S 44°40'38" E 28.33'

N. COTTON LANE

S17°46'37"E (RADIAL)

EX 10' PUE
BK 1738, PG 45, MCR

EX 32' R/W
BK 1738, PG 45, MCR

EX 10' PUE
BK 1738, PG 45, MCR

EX 33' R/W
BK 51, PG 23, MCR

EX 39' R/W
BK 1738, PG 45, MCR

EX 10' PUE
DOC 2010-0872256, MCR
DOC. 2021-0914851,MCR

EX 80' R/W
DOC 2010-0872257 &
DOC 2010-0722255, MCR

EX 10' PUE
DOC 2010-0872256, MCR
DOC. 2021-0914851,MCR

EX 10' PUE
BK 1738, PG 45, MCR
DOC. 2021-0914851,MCR

EX 100' EE
DOC 2005-1158857, MCR

EX 1500' APZ
DOC 2005-1158857, MCR

EX 80' R/W
DOC 2010-0872257, MCR

EX 80' R/W
DOC 2010-0872257, MCR

S42°49'08"W 1454.39'

S42°49'08"W 2395.42'

1244.18

W MINNEZONA AVE

NOT A PART
LOT 10
BK 1088, PG 46
DOC 2016-0927857, MCR
APN 501-52-533

TRACT I
BK 1058, PG 26, MCR

N39°42'46"W 98.15'
N44°53'07"W 46.59'
S89°59'42"E 1335.89'

9.88'

36.71'

L9 L25 L10 L26

L12 L13

NOT A PART
UNSUBDIVIDED
APN 502-31-002G
DOC 1998-0611014, MCR

NOT A PART
UNSUBDIVIDED
APN 502-31-008B
DOC 1997-0498935, MCR

NOT A PART
UNSUBDIVIDED
DOC 2020-1217524, MCR
APN 502-31-009L

NOT A PART
UNSUBDIVIDED
DOC 2003-0869886, MCR
APN 502-31-009E

N17°29'27"E 285.68'

216.77

N26°05'50"E 321.74'

N35°13'41"E 401.85'

N41°36'26"E 79.05'

N47°11'01"W 1187.91'

1177.75'

22.12'

20'

70.68'

84.60'

10.16'

EX 20' SE
DOC 2021-0144494, MCR

EX 6' EE
DOC 2014-0378703, MCR

EX WE
DOC 2013-0698880, MCR

EX WE
DOC 2013-0698890, MCR

EX WE
DOC. 2021-1283389, MCR

EX 60' TCE & TAE
DOC 2013-0815568, MCR

EX 30' TCE
DOC 2013-0815568, MCR

N42°49'08"E 2139.21'

EX WE
DOC. 2021-1283389, MCR

EX 30' TCE
DOC 2013-0815568, MCR

EX 12' WE
TO BE ABANDONED
BY SEPERATE INSTRUMENT
DOC 2009-0863834, MCR

EX 20' EVA
BK 1738, PG 45, MCR
ABANDONED BY THIS PLAT

EX 120' TCE
DOC 2013-0829665,MCR

EX 30' TCE
DOC 2013-0829665,MCR

EX 120' TCE
DOC 2013-0829665,MCR

EX 12' WE
TO BE ABANDONED DIV
SEPARATE INSTRUMENT
DOC 2009-0863834, MCR

EX 30' TCE
DOC 2013-0829665,MCR

EX 120' TCE
DOC 2013-0829665,MCR

EX 12' WE
DOC 2009-0863834, MCR
TO BE ABANDONED
BY SEPERATE INSTRUMENT

EX WLE
DOC 2021-0615824, MCR

EX 20' EVA
BK 1738, PG 45, MCR
ABANDONED BY THIS PLAT

EX 20' SE
DOC 2021-0144494, MCR

EX WLE
DOC 2021-0615824, MCR

EX 12' WE
DOC 2009-0863834, MCR
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EX 100' EE
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BK 1738, PG 45, MCR
DOC. 2021-0914851,MCR

EX 1500' APZ
DOC 2005-1158857, MCR

EX 80' R/W
DOC 2010-0872257, MCR

EX 20' SE
DOC 2021-0144494, MCR

EX 20' EVA
BK 1738, PG 45, MCR
ABANDONED BY THIS PLAT

EX WLE
DOC 2021-0615824, MCR

EX 20' SE
DOC 2021-0144494, MCR

EX 100' SE
DOC 2021-0144494, MCR

EX 10' PUE
BK 1738, PG 45, MCR

EX SE
BK 1738, PG 45, MCR

10.16'

10.16'

N47°11'01"W 1187.91'

1177.75'

S42°49'08"W 1244.18'

S42°49'08"W 210.27'

MINNEZONA AVE

DETAIL
1"=30'

EXISTING EASEMENTS

N

0 100 200
Horz. 1 in. = 100 ft.

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FINAL PLAT

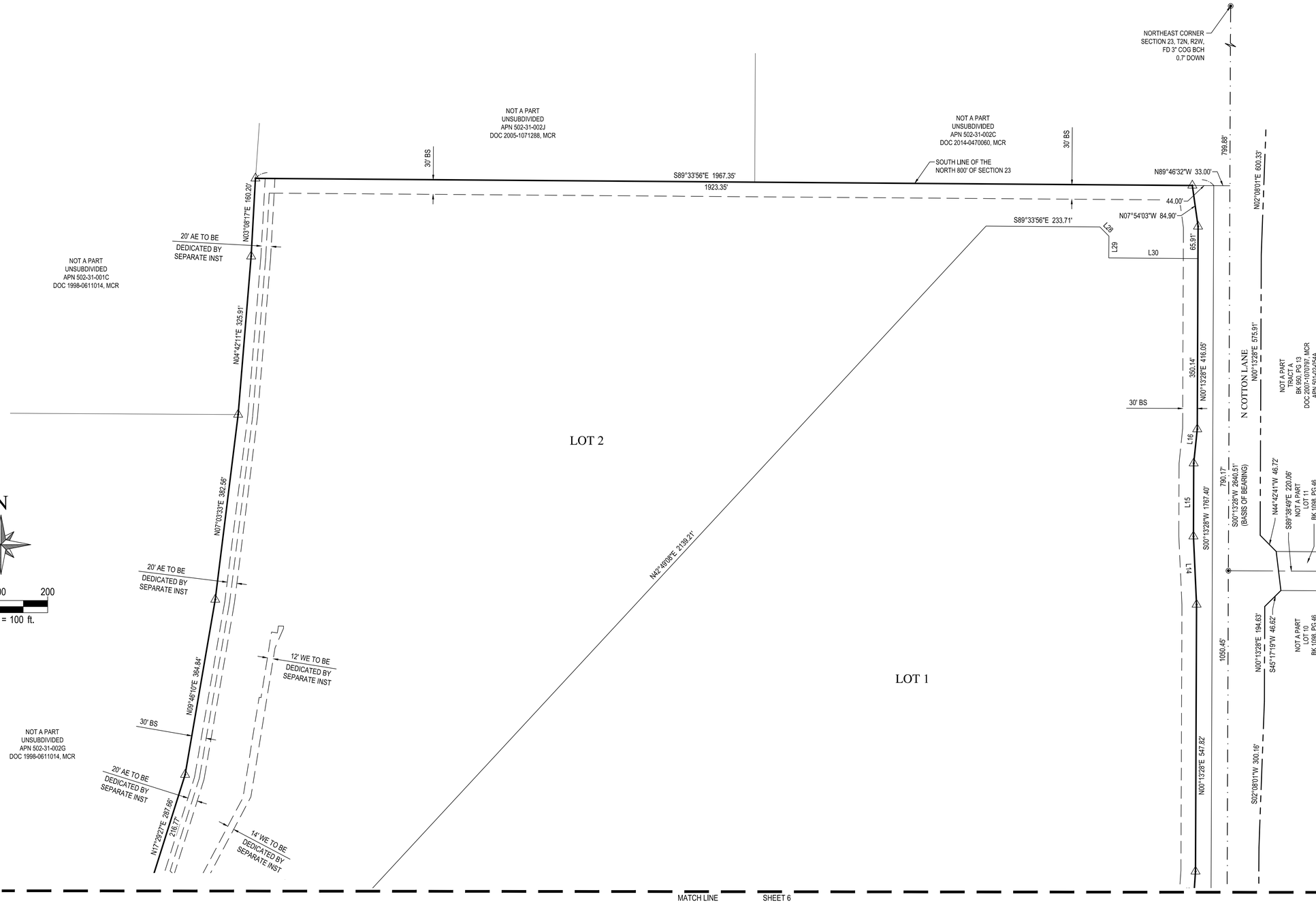
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SHEET	4 OF 6

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SHEET	5 OF 6

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MATCH LINE SHEET 5

LOT 1

LOT 2

LOT 3

N89°34'56"W 2637.75'

1441.21'

CENTER OF SECTION 23, T2N, R2W, NOTHING FOUND/NOTHING SET

POB

EAST QUARTER CORNER SECTION 23, T2N, R2W, FD 3" MARICOPA COUNTY HIGHWAY DEPARTMENT BCP POC

N COTTON LANE

W MINNEZONA AVE

MINNEZONA AVE

NOT A PART UNSUBDIVIDED APN 502-31-002G DOC 1998-0611014, MCR

NOT A PART UNSUBDIVIDED APN 502-31-008B DOC 1997-0498935, MCR

NOT A PART UNSUBDIVIDED DOC 2020-0564668, MCR APN 502-31-009E

NOT A PART UNSUBDIVIDED DOC 2020-1172524, MCR

NOT A PART LOT 10 BK 1088, PG 46 DOC 2016-0592757, MCR APN 501-02-353

TRACT I BK 1088, PG 26, MCR

14' WE TO BE DEDICATED BY SEPARATE INST

20' WE TO BE DEDICATED BY SEPARATE INST

30' AE TO BE DEDICATED BY SEPARATE INST

20' EVA DEDICATED HEREON

23' WE TO BE DEDICATED BY SEPARATE INST

26' WE TO BE DEDICATED BY SEPARATE INST

94' WE TO BE DEDICATED BY SEPARATE INST

WE TO BE DEDICATED BY SEPARATE INST

30' BS

L=254.05' Δ=18°11'42"

L=315.11' Δ=22°34'05"

L=95.45' Δ=6°50'09"

C1

C2

C3

S17°46'37"E (RADIAL)

S42°49'08"W 1454.39'

S42°49'08"W 2395.42'

S42°49'08"W 1244.18'

S42°49'08"W 210.27'

N89°34'56"W 242.23'

N89°34'56"W 255.50'

N00°13'39"E 60.97'

S44°40'08"E 28.33'

S00°13'28"W 1767.40'

N00°13'28"E 2640.51' (BASIS OF BEARING)

N00°13'28"E 409.40'

N39°42'46"W 98.15'

N44°53'07"W 46.59'

S89°59'42"E 1335.89'

N17°29'27"E 287.66'

N26°05'50"E 321.74'

N65°13'14"E 401.83'

N41°36'26"E 79.05'

N47°11'01"W 1187.91'

1177.75'

22.12'

216.17'

710.89'

84.60'

38.50'

10.16'

249.80'

590.16'

340.36'

36.71'

9.88'

DETAIL
1"=30'

EVA LINE TABLE		
LINE	BEARING	DISTANCE
EVA 1	N47°11'01"W	888.40'
EVA 2	N01°56'41"W	84.87'
EVA 3	N42°48'55"E	132.74'
EVA 4	N47°11'01"W	78.00'
EVA 5	N42°48'59"E	85.03'
EVA 6	S47°11'01"E	20.00'
EVA 7	S42°48'59"W	65.03'
EVA 8	S47°11'01"E	58.00'
EVA 9	N42°48'54"E	158.85'
EVA 10	N65°39'50"E	118.76'
EVA 11	N42°47'11"E	159.87'
EVA 12	N47°12'49"W	20.00'

EVA LINE TABLE		
LINE	BEARING	DISTANCE
EVA 13	N42°47'11"E	20.00'
EVA 14	S47°12'49"E	20.00'
EVA 15	N42°47'11"E	225.14'
EVA 16	N19°54'33"E	62.77'
EVA 17	N47°11'05"W	91.05'
EVA 18	S42°49'08"W	60.00'
EVA 19	N47°11'05"W	89.56'
EVA 20	N42°48'55"E	9.15'
EVA 21	N19°54'33"E	117.96'
EVA 22	N42°47'11"E	405.01'
EVA 23	N65°39'50"E	118.76'
EVA 24	N42°48'55"E	303.36'

EVA LINE TABLE		
LINE	BEARING	DISTANCE
EVA 25	N01°56'41"W	68.30'
EVA 26	N47°11'01"W	880.06'
EVA 27	S42°49'08"W	20.00'

N

0 100 200

Horz. 1 in. = 100 ft.

DEDICATED EASEMENTS

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FINAL PLAT

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SHEET	6 OF 6

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ITEM #: 8.
DATE: 08/26/2024
AI #:2172

CITY COUNCIL ACTION REPORT

SUBJECT: MAP OF DEDICATION (MOD) OF WEST HADLEY STREET

STAFF PRESENTER(S): Marty Crossland, Deputy Director of Development Engineering

---

OTHER PRESENTER(S):
Michael Hreha, Larson Design Group

SUMMARY

A Map of Dedication to dedicate 0.058 acres of right-of-way (ROW) adjacent to the southern edge of existing West Hadley Street, to support the construction of the necessary offsite infrastructure improvements for the adjacent commercial and retail development project currently known as “Ballpark Village North” per approved Site Plan (22-600-00034). The site is located at the northeast corner of West Yuma Road and South Estrella Parkway (the “Property”).

STRATEGIC PLAN ALIGNMENT

Economic Vitality

INFRASTRUCTURE

RECOMMENDATION

Conditionally approve the Map of Dedication of W. Hadley Street, of approximately 0.058 acres of right-of-way, subject to stipulations. (Marty Crossland, Deputy Director of Development Engineering)

STIPULATIONS

1. All technical corrections to this MOD required by the City Engineer, or designee, shall be made prior to the recordation of this MOD; and,

2. Prior to recordation of this MOD, the property owners shall submit an updated title commitment for their respective property included within this MOD to reflect the current ownership and current lender. If there is a change in ownership and/or a change in lender's security interests in the property being conveyed to the City, the MOD shall be modified to reflect the current ownership and to include Lender Consent in a form approved by the City

Attorney, or designee, for all lenders with a security interest in the property being dedicated herein. Any new owners shall provide documentation acceptable to the City Attorney, or designee, demonstrating that the party executing this MOD is authorized to do so.

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

The property was rezoned on May 22, 2022, per Ordinance No. 2022-1538. On February 15, 2023, the Planning & Zoning Division administratively approved the Ballpark Village North Master Site Plan, per Planning Case No. 22-600-00034.

STAFF ANALYSIS

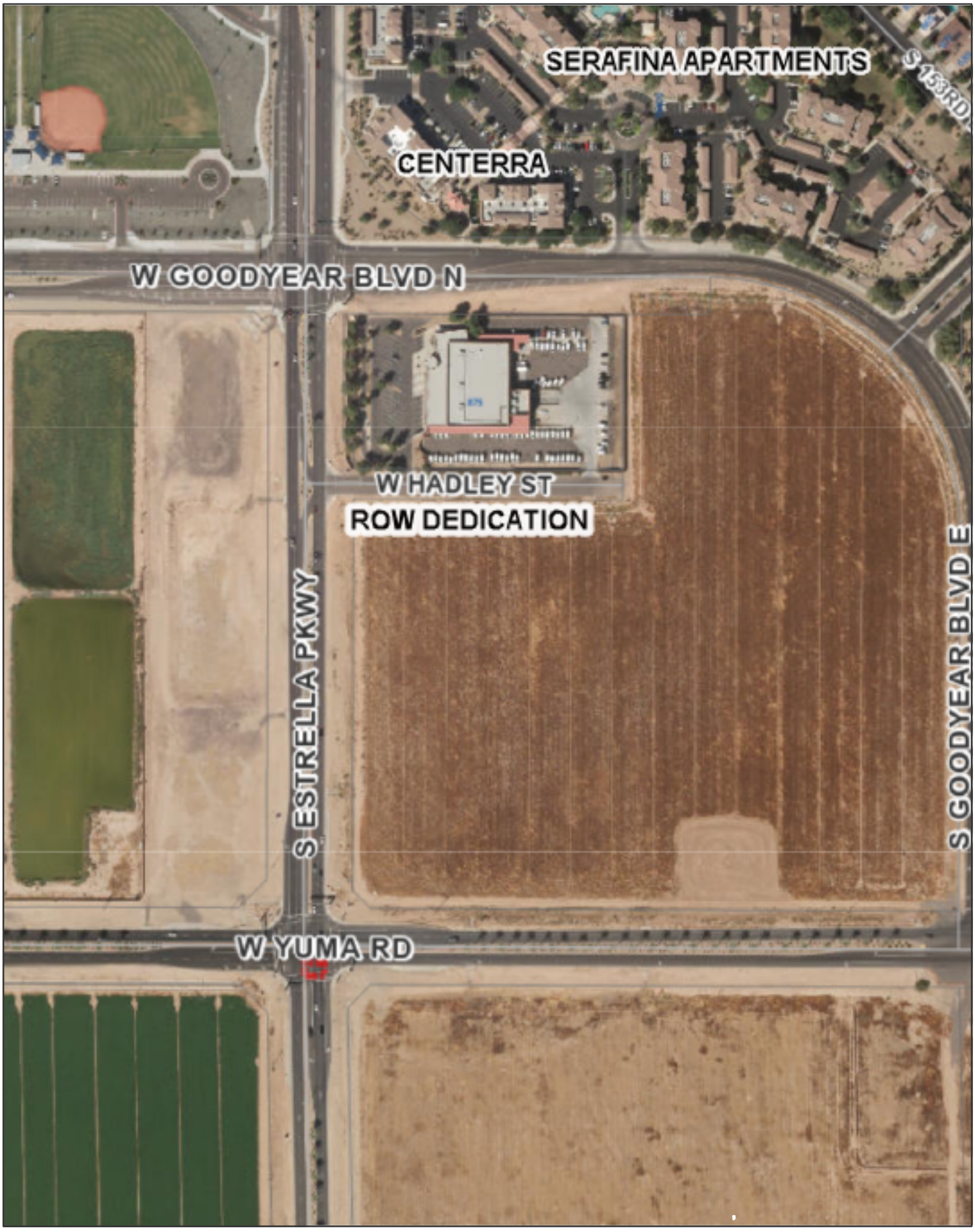
The right-of-way width and road alignment established with this map of dedication (MOD) is consistent with the City of Goodyear Transportation Master Plan. The approval of this MOD will provide the necessary city right-of-way width so that the multi-family development project currently known as “Ballpark Village North” can construct the offsite infrastructure improvements required by the project.

Attachments

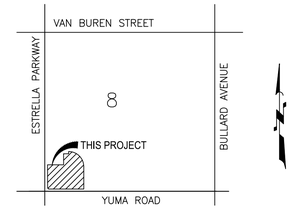
Aerial Map

Map of Dedication of W. Hadley Street

Aerial Exhibit
Case No. E23-01869
Ballpark Village North West Hadley Street MOD



MAP OF DEDICATION
HADLEY STREET - EAST OF ESTRELLA PARKWAY
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA



VICINITY MAP
N.T.S.

DEDICATION

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

KNOW ALL MEN BY THESE PRESENTS:

THAT BROWNS FAMILY HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY AND GOODYEAR 27, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNERS OF THE PROPERTY SITUATED AT A PORTION OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND MAPPED HEREON, HEREBY PUBLISHES THIS MAP OF DEDICATION HADLEY STREET – EAST OF ESTRELLA PARK AND DECLARES THAT SAID MAP OF DEDICATION SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE STREET RIGHT-OF-WAY WITHIN THE ABOVE DESCRIBED PREMISES BEING CONVEYED AND DEDICATED HEREON.

BROWNS FAMILY HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR , IN FEE, THE STREET LOCATED WITHIN THE PORTION OF THE PROPERTY INCLUDED IN THIS MAP OF DEDICATION IDENTIFIED AS "BROWN FAMILY HOLDINGS, LLC (APN 500-09-149A)" AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

GOODYEAR 27, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY DEDICATES, GRANTS AND CONVEYS TO THE CITY OF GOODYEAR , IN FEE, THE STREET LOCATED WITHIN THE PORTION OF THE PROPERTY INCLUDED IN THIS MAP OF DEDICATION IDENTIFIED AS "GOODYEAR 27, LLC (APN 500-09-149B)" AS SHOWN ON THIS MAP OF DEDICATION AND INCLUDED IN THE PREMISES DESCRIBED HEREIN.

IN WITNESS WHEREOF, BROWNS FAMILY HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AND GOODYEAR 27, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY HAVE HEREUNTO CAUSED ITS NAMED TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED, DULY AUTHORIZED THIS _____ DAY OF _____, 2024.

BROWNS FAMILY HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
WALTER L. BROWN, JR.
ITS: MANAGING MEMBER AND AUTHORIZED SIGNATORY

GOODYEAR 27, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: _____
RICHARD E. HUFFMAN
ITS: MANAGER

ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY WALTER L. BROWN JR, AS MANAGING MEMBER AND AUTHORIZED SIGNATORY OF BROWNS FAMILY HOLDINGS, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID ENTITY.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

ACKNOWLEDGMENT

STATE OF ARIZONA)
) §
COUNTY OF MARICOPA)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY RICHARD HUFFMAN, AS MANAGER AND AUTHORIZED SIGNATORY OF GOODYEAR 27, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, ON BEHALF OF SAID ENTITY.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

LEGAL DESCRIPTION (SUBJECT PROPERTY)

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CITY OF GOODYEAR BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER OF SAID SECTION 8, BEARS SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 2587.21 FEET;
THENCE SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 129.85 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.00 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 44 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 49.55 FEET TO THE EAST RIGHT OF WAY LINE OF ESTRELLA PARKWAY;
THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, ALONG A LINE BEING 95.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 769.19 FEET TO THE SOUTH RIGHT OF WAY LINE OF HADLEY STREET;
THENCE DEPARTING SAID PARALLEL LINE, SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 532.04 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 365.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF GOODYEAR BOULEVARD;
THENCE SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH RIGHT OF WAY LINE OF GOODYEAR BOULEVARD, A DISTANCE OF 168.79 FEET;
THENCE DEPARTING SAID RIGHT OF WAY LINE, NORTH 00 DEGREES 33 MINUTES 32 SECONDS EAST, A DISTANCE OF 75.00 FEET TO A CITY OF GOODYEAR BRASS CAP IN HANDHOLE AT THE CENTERLINE OF GOODYEAR BOULEVARD AND THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT;
THENCE ALONG SAID CENTERLINE, SOUTHEASTERLY, ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 500.00 FEET, WITH A CHORD OF SOUTH 44 DEGREES 27 MINUTES 13 SECONDS EAST 706.95 FEET, THROUGH A CENTRAL ANGLE OF 89 DEGREES 58 MINUTES 29 SECONDS, AN ARC DISTANCE OF 785.18 FEET TO A TANGENT LINE;
THENCE SOUTH 00 DEGREES 32 MINUTES 03 SECONDS WEST, A DISTANCE OF 744.39 FEET TO THE NORTH RIGHT OF WAY LINE OF YUMA ROAD;
THENCE DEPARTING SAID CENTERLINE, NORTH 89 DEGREES 26 MINUTES 30 SECONDS WEST, ALONG SAID NORTH RIGHT OF WAY, A DISTANCE OF 1163.81 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (RIGHT-OF-WAY DEDICATION)

A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE CITY OF GOODYEAR BRASS CAP IN HANDHOLE MARKING THE SOUTHWEST CORNER OF SAID SECTION 8, FROM WHICH THE BRASS CAP FLUSH MARKING THE SOUTH QUARTER OF SAID SECTION 8, BEARS SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST, A DISTANCE OF 2587.21 FEET;
THENCE SOUTH 89 DEGREES 26 MINUTES 30 SECONDS EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8, A DISTANCE OF 129.85 FEET;
THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 33 MINUTES 30 SECONDS EAST, A DISTANCE OF 75.00 FEET;
THENCE NORTH 44 DEGREES 29 MINUTES 55 SECONDS WEST, A DISTANCE OF 49.55 FEET TO THE EAST RIGHT OF WAY LINE OF ESTRELLA PARKWAY;
THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, ALONG A LINE BEING 95.00 FEET EAST OF AND PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER AND ALONG SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 761.19 FEET TO THE POINT OF BEGINNING;
THENCE NORTH 00 DEGREES 26 MINUTES 40 SECONDS EAST, A DISTANCE OF 8.00 FEET TO THE SOUTH RIGHT OF WAY LINE OF HADLEY STREET;
THENCE DEPARTING SAID PARALLEL LINE, SOUTH 89 DEGREES 26 MINUTES 28 SECONDS EAST, ALONG SAID SOUTH LINE, A DISTANCE OF 317.33 FEET;
THENCE DEPARTING SAID SOUTH LINE, SOUTH 00 DEGREES 33 MINUTES 32 SECONDS WEST, A DISTANCE OF 8.00 FEET TO A LINE 8.00 FEET SOUTH OF AND PARALLEL WITH SAID SOUTH RIGHT OF WAY OF HADLEY STREET;
THENCE NORTH 89 DEGREES 26 MINUTES 28 SECONDS WEST, ALONG SAID PARALLEL LINE, A DISTANCE OF 317.33 FEET TO THE POINT OF BEGINNING.

BENEFICIARY'S CONSENT, RELEASE AND SUBORDINATION

THE UNDERSIGNED, AS THE LENDER UNDER THAT CERTAIN MORTGAGE DATED JULY 21, 2021 RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, AZ AT DOCUMENT NO. 2021-0790010 (THE "MORTGAGE") AND THE ASSIGNMENT OF RENTS DATED JULY 21, RECORDED IN THE OFFICIAL RECORDS OF MARICOPA COUNTY, ARIZONA AS DOCUMENT NUMBER 2021-0790011 (THE "ASSIGNMENT OF RENTS") ENCUMBERING THE PROPERTY SUBJECT TO THIS MAP OF DEDICATION, HEREBY EXPRESSLY CONSENTS TO AND JOINS IN THE EXECUTION AND RECORDING OF THIS MAP OF DEDICATION AND DOES HEREBY RELEASE FROM THE MORTGAGE AND THE ASSIGNMENT OF RENTS SECURED THEREBY THAT PORTION OF THE PROPERTY CONVEYED TO THE CITY OF GOODYEAR IN FEE AS SHOWN ON THIS MAP OF DEDICATION. IT IS EXPRESSLY UNDERSTOOD THAT THIS RELEASE APPLIES ONLY TO THE PORTIONS OF THE PROPERTY BEING CONVEYED AND DEDICATED TO THE CITY OF GOODYEAR AND SHALL NOT IN ANY WAY, AFFECT THE MORTGAGE OR THE ASSIGNMENT OF RENTS UPON THE REMAINDER OF THE PROPERTY SECURED THEREUNDER. THE UNDERSIGNED REPRESENTS THAT HE OR SHE HAS FULL POWER AND AUTHORITY TO EXECUTE THIS LENDER'S CONSENT ON BEHALF OF THE LENDER UNDER THE MORTGAGE AND ASSIGNMENT OF RENTS.

EQUITY BANK,
CHARTERED IN THE UNITED STATES UNDER
THE LAWS OF THE STATE OF KANSAS

BY:_____

ITS:_____

ACKNOWLEDGMENT

STATE OF _____)
) §
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2024 BY _____ AS AUTHORIZED SIGNATORY OF EQUITY BANK, ON BEHALF OF SAID ENTITY.

_____ _____
NOTARY PUBLIC DATE

MY COMMISSION EXPIRES:_____

OWNER

BROWNS FAMILY HOLDINGS, LLC
1152 W. KAIBAB DRIVE
CHANDLER, AZ 85248
PH: (480) 212-6944
CONTACT: WALT BROWN
EMAIL: WALT@DPCRE.COM

GOODYEAR 27, LLC
2398 E. CAMELBACK ROAD, SUITE 690
PHOENIX, AZ 85016
PH: (602) 237-5494
CONTACT: RICK HUFFMAN
EMAIL: RHUFFMAN@HCW.US

SURVEYOR

SYNERGY GEOMATICS
2125 E. 5TH STREET SUITE 101
TEMPE, AZ 85281
PH: (480) 406-3648
CONTACT: ROB UNGER
EMAIL: ROB@SYN-GEO.COM

ENGINEER

LARSON DESIGN GROUP
2390 E. CAMELBACK ROAD SUITE 130
PHOENIX, AZ 85016
PH: (602) 782-3597
CONTACT: MIKE HREHA
EMAIL: MHREHA@LARSONDESIGNGROUP.COM

BASIS OF BEARING

THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 1 NORTH, RANGE 1 WEST, AS SHOWN ON THE RECORD OF SURVEY, RECORDED IN BOOK 990, PAGE 03, MCR BETWEEN A FOUND CITY OF GOODYEAR BRASS CAP IN HANDHOLE AT THE SOUTHWEST CORNER OF SECTION 8 AND A FOUND BRASS CAP FLUSH AT THE SOUTH QUARTER CORNER OF SECTION 8.
SAID LINE BEARS NORTH 89 DEGREES 26 MINUTES 30 SECONDS WEST.

BENCHMARK

CITY OF GOODYEAR BENCHMARK NUMBER G325, BRASS CAP IN NORTH HANDHOLE AT THE INTERSECTION OF SARIVAL AVENUE AND YUMA ROAD, ELEVATION 971.03 (NGVD29 DATUM).

MAP OF DEDICATION APPROVAL

APPROVED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA THIS

_____ DAY OF _____, 2023.

BY: _____
MAYOR: JOE PIZZILLO

BY: _____
CITY CLERK: DARCIE McCRACKEN

APPROVED BY THE CITY ENGINEER OF THE CITY OF GOODYEAR, ARIZONA THIS

_____ DAY OF _____, 2023.

BY: _____
CITY ENGINEER: STEVE SCINTO

CERTIFICATION

I, ROBERT S. UNGER, HEREBY CERTIFY, THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA. THAT THIS MAP CONSISTING OF TWO (2) SHEETS, CORRECTLY REPRESENTS A SURVEY MADE UNDER MY DIRECTION DURING THE MONTH OF APRIL, 2023, THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN, THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN, THAT THEIR POSITIONS ARE CORRECT AND ACCURATE AS SHOWN AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

_____
ROBERT S. UNGER #35306
2125 E. 5TH STREET, SUITE 101
TEMPE, ARIZONA 85281
PHONE: 480-406-3648
ROB@SYN-GEO.COM



REV.	DATE	BY

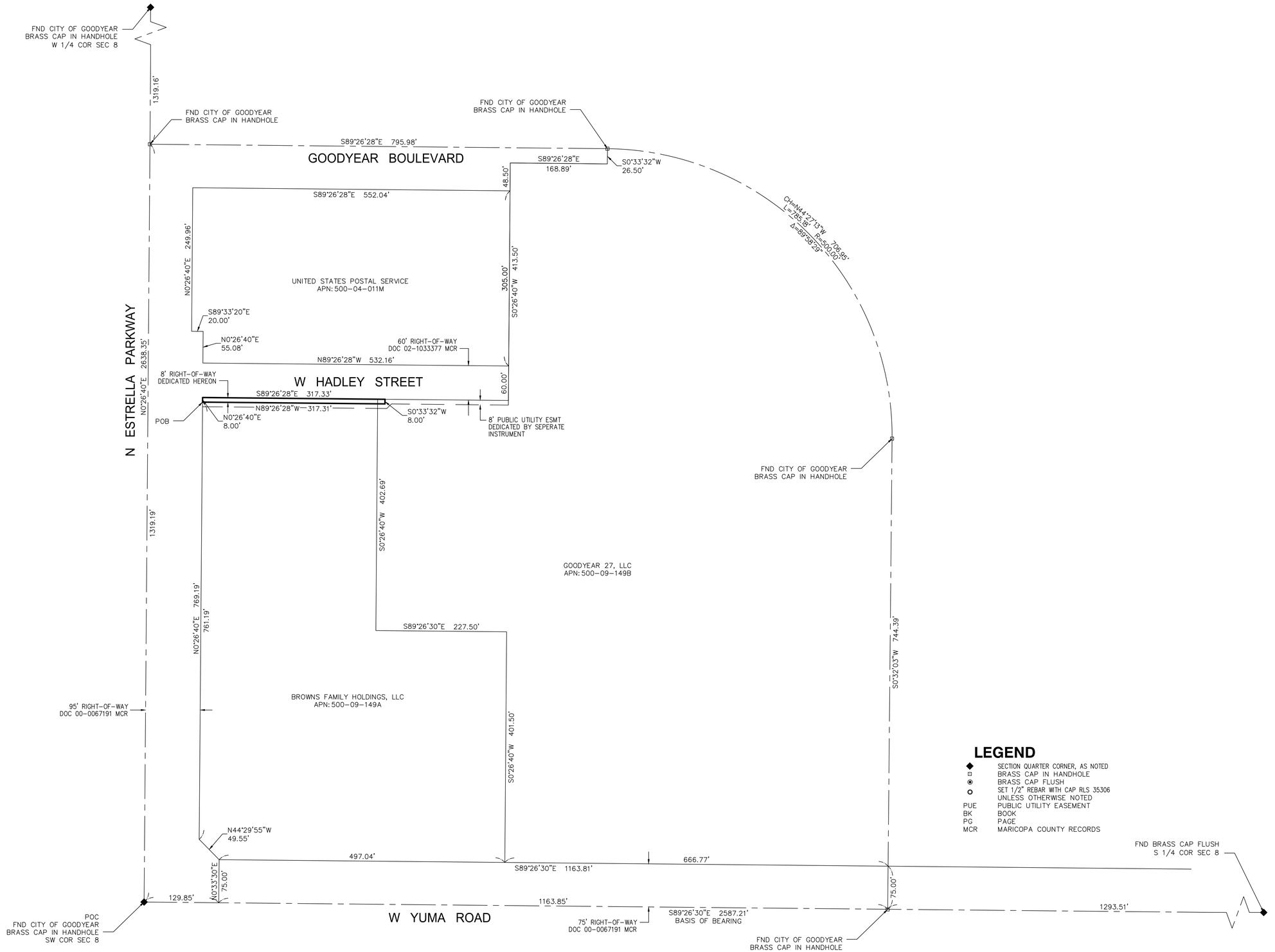
SYNERGY GEOMATICS
2125 E. 5th STREET, #101
TEMPE, AZ 85281
PH: (480) 406-3648
EMAIL: rob@syn-geo.com

DRAWN: RU
CHECKED: RU
DATE: 06/24/24
DWG: 23041MOD01.dwg

MAP OF DEDICATION
HADLEY STREET - W OF ESTRELLA PRKWY
GOODYEAR, AZ

PROJECT NO.
23_041

SHEET NUMBER
1
1 OF 2



80 0 40 80

1 inch = 80 ft.

LEGEND

◆	SECTION QUARTER CORNER, AS NOTED
⊡	BRASS CAP IN HANDHOLE
◉	BRASS CAP FLUSH
○	SET 1/2" REBAR WITH CAP RLS 35306 UNLESS OTHERWISE NOTED
PUE	PUBLIC UTILITY EASEMENT
BK	BOOK
PG	PAGE
MCR	MARICOPA COUNTY RECORDS

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35306
ROBERT S.
UNGER
Date Signed 06/24/24
ARIZONA, U.S.A.

REV.	DATE	BY
1		

SYNERGY GEOMATICS
2125 E. 5th STREET, #101
TEMPE, AZ 85281
PH: (480) 408-3648
EMAIL: rob@syn-geo.com

DRAWN: RU
CHECKED: RU
DATE: 06/24/24
DWG: 23041MOD02.dwg

MAP OF DEDICATION

HADLEY STREET - W OF ESTRELLA PRKWY
GOODYEAR, AZ

PROJECT NO.
23_041

SHEET NUMBER
2
2 OF 2

ITEM #: 9.
DATE: 08/26/2024
AI #:2152

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) TO PARTICIPATE IN THE ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

The Intergovernmental Agreement between the Phoenix Police Department and the City of Goodyear through the Goodyear Police Department to participate in the Internet Crimes Against Children (ICAC) Task Force.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Authorize the City Manager or designee to execute the (IGA) between City of Phoenix Police Department and City of Goodyear to participate in the Arizona Internet Crimes Against Children Task Force. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The funding associated with the officers participating in ICAC cases is included as a part of the fiscal year 2025 Police Department base budget.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Police Department has participated in the Arizona Internet Crimes against Children Task Force since 2010. The Task Force is designated to assist state and local law enforcement agencies with the investigation and prosecution of Internet crimes, and to deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims, as well as increase public awareness. The most recent IGA expired on June 20, 2024.

STAFF ANALYSIS

The internet operates between jurisdictions without regard for boundaries. Through the use of the internet, criminals worldwide have the potential to victimize our children in their own homes from other countries, states, and countries. Participation in the AZ ICAC Task Force will make available to the Goodyear Police Department resources that would otherwise not be available. In 2023 and 2024, the Goodyear Police Department received one hundred and ninety-nine ICAC cyber tips.

Attachments

Intergovernmental Agreement

ARIZONA INTERNET CRIMES AGAINST CHILDREN TASK FORCE

Intergovernmental Agreement

Between

Phoenix Police Department (Primary Grantee) /
Arizona ICAC Task Force Lead Agency

and

Goodyear Police Department

THIS Intergovernmental Agreement ("IGA") is entered into between the City of Phoenix, Arizona, through the Phoenix Police Department ("PPD" or "Primary Grantee"), and the City of Goodyear, Arizona, through the Goodyear Police Department ("Affiliate Agency").

I. RECITALS

1.1 Whereas public agencies are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952. The City of Phoenix is also authorized and empowered pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix.

1.2 Whereas the Phoenix Police Department / Arizona Internet Crimes Against Children Task Force ("ICAC Task Force") Lead Agency, is the recipient of the United States Department of Justice ("DOJ"), Office of Juvenile Justice and Delinquency Prevention ("OJJDP") grant regarding Internet Crimes Against Children ("ICAC"). The Task Force utilizes the grant, and funding from the Arizona Attorney General's Office, for the purpose of administering and operating an ICAC Task Force in Arizona. PPD is the primary grantee for the ICAC Task Force. Agencies affiliated through this IGA are known as "Affiliate Agencies".

1.3 Whereas the PPD / ICAC Task Force agrees to work with the affiliates to support and advance the goals of the Internet Crimes Against Children Task Force, a DOJ initiative. Phoenix PD / ICAC Task Force may be able to provide financial assistance to the Affiliate Agency, on a reimbursable basis, through various funding sources.

1.4 Whereas the OJJDP administers the ICAC Task Force Program, which is a national network of state and local law enforcement investigative units. The national ICAC program assists state and local law enforcement agencies in the

development of an effective response to cases involving images depicting the sexual exploitation of minors and the sexual assault and abuse of children facilitated by technology. Due in large part to the technological aspects of these cases, the ICAC Task Force Program promotes a multi-jurisdictional, multi-agency approach to investigating and prosecuting ICAC cases. ICAC's goals are to increase the investigations and prosecutions of Internet crimes against children offenses, and to increase public awareness and prevention of ICAC offenses.

1.5 Whereas the national policy objectives for ICACs are to:

(1) Increase the investigative capabilities, including effectiveness and efficiency, of law enforcement officers in the detection, investigation of qualifying offenses and the apprehension of offenders;
(2) Increase the number of ICAC-qualifying (state and federal) offenses being prosecuted;
(3) Create a multi-agency task force response to ICAC offenses;
(4) Enhance the nationwide response to ICAC offenses; and
(5) Develop and deliver ICAC public awareness and prevention programs.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the parties hereby agree to the following terms and conditions:

II. PURPOSE

2.1 The purpose of this IGA is to provide funding for the Affiliate Agency, on a reimbursable basis, to support their efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.2 The purpose of this IGA is to memorialize parties' agreement to work together to assist the ICAC Task Force in its efforts to investigate, prosecute, and deter the possession, production, and distribution of unlawful images depicting the sexual exploitation of minors and the utilization of the Internet to seek children as sexual victims.

2.3 Additionally, this IGA defines the responsibilities of the Affiliate Agency with the ICAC Task Force.

III. RESPONSIBILITIES

3.1 Affiliated ICAC Task Forces may include investigators, supervisors, or prosecutors from various local, state, and federal law enforcement agencies who provide assistance, subject to availability.

3.2 Affiliated ICAC Task Forces should identify and investigate individuals who exploit children for sexual purposes through the use of technology and/or who obtain, distribute, and/or produce child pornography.

3.3 Affiliated ICAC Task Forces should be focused on presenting evidence of criminal activity to prosecutors, which then leads to the successful prosecution of individuals who have committed coercion/enticement or unlawful image offenses.

3.4 Affiliated ICAC Task Forces may, subject to availability, sponsor community education efforts regarding the prevention of Internet crimes against children and provide ICAC training to other state and local law enforcement officials.

3.5 Affiliated ICAC Task Forces may, subject to availability:

(1) Conduct undercover ICAC investigations; and
(2) Conduct reactive investigations for which venue lies within the agency's jurisdiction(s), including investigations of unlawful images depicting the sexual exploitation of minors, CyberTip referrals from the National Center of Missing and Exploited Children (NCMEC), Internet Service Provider and law enforcement referrals, other ICAC-related investigations, and other sources.

3.6 The Affiliated ICAC Task Force will ensure that:

(1) Only sworn law enforcement personnel will conduct undercover ICAC investigations;
(2) Each investigator involved with undercover operations has received ICAC training prior to initiating investigations; and
(3) ICAC investigations shall also be governed by the national ICAC program's Standard Operating Procedures.

3.7 Where investigations reveal that the safety of a child is at risk, it is of paramount importance that the safety and well-being of the child clearly outweigh any consideration being given to the continued investigation.

3.8 ICAC Task Forces have a substantial number of matters to investigate which requires prioritization of these matters. The Affiliate Agency agrees to use the guidelines in the ICAC Standard Operating Procedures to prioritize cases.

3.9 An additional secondary role of the Affiliate Agency is to educate, as time and resources permit, both children and parents regarding online dangers, and empower them with information so they may visit the Internet in safety. Task force personnel may conduct education and prevention programs to foster awareness and provide practical, relevant guidance to the community about Internet child safety issues.

IV. DURATION AND TERMINATION

4.1 This IGA shall become effective upon the date of the last signature of the executing parties and will supersede any pre-existing agreements between the Affiliate Agency and the Arizona ICAC Task Force. This IGA will remain in effect

for five (5) years after the IGA becomes effective, unless the agreement is terminated in writing by either party upon thirty (30) day notice.

4.2 Violation of the ICAC Standard Operating Procedures is considered a material breach of this agreement and cause for cancellation of Affiliate Agency's affiliation with the Arizona ICAC Task Force. Upon discovering a violation and notifying the Affiliate Agency, the Primary Party may cancel the contract and rescind any funding under this agreement.

V. GENERAL PROVISIONS

5.1 Conflict of Interest. This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

5.2 Immigration law compliance and warranty. As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the IGA, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-Verify program. A breach of this warranty shall be deemed a material breach of the IGA, subject to penalties up to, and including, termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this IGA to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

5.3 Communication between state and local government agencies and federal immigration authorities; compliance. As required by 8 U.S.C. § 1373, each party hereby agrees that, notwithstanding any other provision of federal, state, or local law, it will not prohibit, or in any way restrict, any government entity or official from sending to, or receiving from, federal immigration authorities, including US Immigration and Customs Enforcement (ICE), US Customs and Border Protection (CBP), or US Citizenship and Immigration Services (USCIS), information regarding the citizenship or immigration status, lawful or unlawful, of any individual.

5.4 Indemnification. To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss,

expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this IGA.

Each party, in all instances, shall be indemnified against all liability, losses, and damages of any nature for, or on account of, any injuries or death of persons or damages to or destruction of property arising out of or in any way connected with the performance or non-performance of this IGA by the other party, except such injury or damage as shall have been occasioned by the negligence of that other party. The damages incurred by the other party, their department, agencies, officers, employees, elected officers, or agents shall include in the event of any action, court costs, expenses for litigation and reasonable attorneys' fees.

The parties are responsible and liable for the acts and omissions of their own officers, agents, or employees in connection with the performance of their official duties under this IGA.

This agreement does not relieve either agency of its official duties and shall not be construed as limiting or expanding the statutory responsibilities of the parties.

5.5 Binding effect. All terms, provisions, and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors, and assigns.

5.6 Severability. In the event any term or provision of this IGA is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the IGA shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

5.7 Governing law. This IGA will be governed by the laws of the State of Arizona, both as to interpretation and performance.

5.8 Modification. This IGA may be modified only by mutual written agreement of the parties.

VI. SPECIAL PROVISIONS

6.1 Goals for cases prosecuted. Various County Attorneys' Offices throughout the State of Arizona have successfully prosecuted many cases investigated by the ICAC Task Force and its affiliated agencies. Cases investigated by the ICAC Task Force may be prosecuted in Federal or State Court.

The affiliated agency agrees that the criteria for determining whether to prosecute a particular violation in state or federal court will be determined based upon the forum in which the greatest overall benefit to the public will be achieved. The parties agree that the greatest overall benefit to the public and victims will be achieved in the forum in which the purposes of punishment will be accomplished

to the greatest possible extent. The parties agree that the sentences in ICAC cases should, to the greatest possible extent:

(1) Reflect the seriousness of the offense;
(2) Promote respect for the law;
(3) Provide just punishment for the offense;
(4) Afford adequate deterrence to criminal conduct;
(5) Protect the public from further crimes of the defendant; and
(6) To provide the defendant with needed educational or vocational training, medical care, or other correctional treatment in the most effective manner.

Given these goals and the research regarding the typical hands-on offense histories of those convicted as on-line predators and child pornography offenders, incarceration is a desired outcome in ICAC cases.

6.2 Reporting statistics. The Affiliate Agency will provide monthly reports to the Phoenix PD / ICAC Task Force in the prescribed format, no later than ten (10) days after the end of the preceding month. If statistics are not provided by the deadline, any funding will be suspended until the reporting requirement is met.

6.3 Training. The affiliated agency may make investigators available for applicable specialized training provided through the national ICAC program and other appropriate training programs.

6.4 Media. Media outreach on cases should be coordinated with the prosecutor to whom the case has been, or will be, referred in order to ensure compliance with applicable bar rules. All lawful efforts will be made to protect ongoing undercover operations from media publication. Member agencies will refrain from unnecessarily releasing ongoing investigative techniques and ongoing undercover identities, including screen names, age or sex of undercover personas, unless authorized and mandated by public record law, or when the information is revealed pursuant to lawful discovery or at trial.

6.5 Confidentiality. It is understood that any confidential information pertaining to investigations of ICAC will be held in the strictest confidence, and will only be shared with participating ICAC Task Force members or other law enforcement agencies where necessary, or as otherwise permitted by federal and/or state law.

6.6 Text messaging while driving. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department encourages recipients and sub recipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this IGA, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

6.7 Data protection. All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to affiliate agencies in connection with this agreement is to be kept confidential. Except as specifically provided in this IGA, the affiliate agencies shall not disclose data generated in the performance of the service to any third person without the prior written consent of all affiliate agencies, unless required by law.

Personal identifying information, financial account information, or restricted information, whether electronic format or hard copy, must be secured and protected at all times to avoid unauthorized access. At a minimum, affiliate agencies must encrypt and/or password protect electronic files. This includes data saved to laptop computers, computerized devices or removable storage devices.

Unless contrary to law, which includes Arizona State Records Retention statutes, when personal identifying information, financial account information or restricted information, regardless of its format, is no longer necessary, the information must be redacted, destroyed or secured through appropriate and secure methods that ensure the information cannot be viewed, accessed or reconstructed.

In the event that data collected or obtained by the affiliate agencies in connection with this IGA is believed to have been compromised, affiliate agencies shall notify all other agencies in writing within ten (10) business days.

Affiliate agencies agree that the requirements of this section shall be incorporated into all relevant subcontractor/subconsultant agreements entered into by the affiliate agencies. A violation of this section may result in immediate termination of the IGA.

The obligations of affiliate agencies under this section shall survive the termination of this agreement.

6.8 Consistency. No local agreement can be inconsistent with any provision herein or impair achievement of any provision herein.

6.9 Return of Proceeds of Sale or Auction. Affiliate agencies are prohibited from retaining the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA. In the event that an affiliate agency sells or auctions any equipment purchased with funding provided pursuant to this IGA, the affiliate agency shall return the proceeds from the sale or auction of equipment to the City of Phoenix. The City of Phoenix shall remit the proceeds returned to the original funding source. The City of Phoenix shall have the authority to audit the records of an affiliate agency as shall be deemed proper to ensure that the proceeds from the sale or auction of any equipment purchased with funding provided pursuant to this IGA have been accounted for and returned pursuant to this section.

6.10 Affiliate Agency must abide by all federal, state, and local grant regulations.

IN WITNESS WHEREOF, the parties enter into this Agreement:

City of Phoenix, Arizona
An Arizona Municipal Corporation
(Primary Grantee)

_____
Michael G. Sullivan
Interim Police Chief
Phoenix Police Department

_____
Date

ATTEST:

_____
City Clerk Date

APPROVED AS TO FORM:

_____
Signature Date

_____
(Printed Name)
Acting City Attorney

City of Goodyear, Arizona
An Arizona Municipal Corporation
(Affiliate)

_____
(Authorized Signature)

_____
Printed Name, Title

_____
Date

ATTEST:

_____
City Clerk Date

APPROVED AS TO FORM:

_____
Signature Date

_____
(Printed Name)
City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with the requirements of A.R.S. § 11-952 (D), each of the undersigned attorneys Acknowledge: (1) that they have reviewed the above IGA on behalf of their respective clients; and, (2) that, as to their respective clients only, each attorney has determined that this IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

City of Phoenix (Primary Grantee)

_____
Signature Date

_____
(Printed Name)
Acting City Attorney

City of Goodyear (Affiliate)

_____
Signature Date

_____
(Printed Name)
City Attorney

ITEM #: 10.
DATE: 08/26/2024
AI #:2193

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF THE DRUG ENFORCEMENT AGENCY (DEA) EQUITABLE SHARING AGREEMENT AND ANNUAL CERTIFICATION AFFIDAVIT

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

The Agreement with the Drug Enforcement Agency (DEA) allows the City of Goodyear Police Department to partner with the DEA for drug related investigations. As part of the task force, the Department participates in the DEA Equitable Sharing Program which is managed by the Money Laundering and Asset Recovery Station (MLARS). MLARS requires annual certification of the Equitable Sharing Agreement and Certification Affidavit prior to allocating asset forfeiture funding to the City of Goodyear. To facilitate asset forfeiture, the Department is requesting approval of the Equitable Sharing Agreement and Certification Form affidavit.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Approve the DEA Task Force Agreement and Annual Certification Affidavit. (Brian Issitt, Chief of Police)

FISCAL IMPACT

Costs associated with officers assigned to the DEA task force has been included as a part of the Police Department's fiscal year 2025 budget. The City's participation in this task force qualifies the police department for the associated Equitable Sharing Program which allows the Department of Justice (DOJ) to allocate a portion of asset forfeitures to the City. These funds will be tracked within the existing Racketeering Influence and Corrupt Organizations Act (RICO) object codes.

BACKGROUND AND PREVIOUS ACTIONS

On October 24, 2022, Council approved the City of Goodyear Police Department to participate in the Drug Enforcement Administration (DEA) Task Force for the period of five years, ending September 30, 2026. This task force allows the Goodyear Police Department to provide one officer to assist DEA with cases within the valley, including the City of Goodyear. If the participation in the task force results in a federal forfeiture, the Department may file to receive a portion of the forfeiture.

In order to participate in the equitable sharing program, the Department must submit the Equitable Sharing Agreement and Certification (ESAC) form and affidavit to the Money Laundering and Asset Recovery Section (MLARS). Once this form has been reviewed and accepted, the Department is placed into compliance.

STAFF ANALYSIS

The City's participation in the DEA Task Force allows both the local and federal law enforcement agencies to share resources, intelligence information, expertise related to trafficking of narcotics and dangerous drugs in the State. The task force agreement allows the Goodyear Police Department to continue to participate in the task force.

The City's continued participation in the task force will also allow the City to participate in the Department of Justice Equitable Sharing Program and receive federal forfeiture funds if available. The City's participation in the Equitable Sharing Program requires the approval and execution of the DOJ Equitable Sharing Agreement and Certification which certifies the police department is in compliance with applicable nondiscrimination requirements. The Equitable Sharing Agreement also certifies that the police department will only use asset forfeiture funds for approved purposes, which include support for law enforcement operations, equipment, investigations, training, and education.

Attachments

DEA Equitable Sharing Agreement and Certification

OMB Number 1123-0011
Expires: December 31, 2024

Equitable Sharing Agreement and Certification

NCIC/ORI/Tracking Number: AZ0071500
Agency Name: Goodyear Police Department **Type:** Police Department
Mailing Address: 11 N 145th Ave
Goodyear, AZ 85338

Agency Finance Contact
Name: Villalobos, Andrea
Phone: 623-882-7878 **Email:** andrea.villalobos@goodyearaz.gov

Jurisdiction Finance Contact
Name: Jared Askelson
Phone: 623-882-7895 **Email:** jared.askelson@goodyearaz.gov

ESAC Preparer
Name: Villalobos, Andrea
Phone: 623-882-7878 **Email:** andrea.villalobos@goodyearaz.gov

FY End Date: 06/30/2024 **Agency FY 2025 Budget:** $46,249,600.00

Annual Certification Report

	Summary of Equitable Sharing Activity	Justice Funds [1]	Treasury Funds [2]
1	Beginning Equitable Sharing Fund Balance	$58,105.45	$0.00
2	Equitable Sharing Funds Received	$574,655.41	$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	$0.00	$0.00
4	Other Income	$0.00	$0.00
5	Interest Income	$14,652.35	$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	$589,307.76	$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	$242,961.25	$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	$404,451.96	$0.00

[1] Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA
[2] Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

	Summary of Shared Funds Spent	Justice Funds	Treasury Funds
a	Law Enforcement Operations and Investigations	$52,599.38	$0.00
b	Training and Education	$0.00	$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	$0.00	$0.00
d	Law Enforcement Equipment	$188,831.87	$0.00
e	Joint Law Enforcement/Public Safety Equipment and Operations	$0.00	$0.00
f	Contracts for Services	$1,530.00	$0.00
g	Law Enforcement Travel and Per Diem	$0.00	$0.00
h	Law Enforcement Awards and Memorials	$0.00	$0.00
i	Drug, Gang, and Other Education or Awareness Programs	$0.00	$0.00
j	Matching Grants	$0.00	$0.00
k	Transfers to Other Participating Law Enforcement Agencies	$0.00	$0.00
l	Support of Community-Based Programs	$0.00	
m	Non-Categorized Expenditures	$0.00	$0.00
n	Salaries	$0.00	$0.00
	Total	$242,961.25	$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

Name: Jill Shaw
Company: Heinfield, Meech & Co
Phone: 623-237-7951 **Email:** Jill.shaw@hm.cpa

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☐ NO ☒ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq*.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq*.), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administrated in the same manner as the jurisdictions's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide,* any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The

Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☐ **Yes** ☒ **No**

Agency Head

Name: Reed, Wynette
Title: City Manager
Email: wynette.reed@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Pizzillo, Joe
Title: Mayor
Email: joe.pizzillo@goodyearaz.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

ITEM #: 11.
DATE: 08/26/2024
AI #:2151

CITY COUNCIL ACTION REPORT

SUBJECT: STATE 9-1-1 SERVICES ADMINISTRATION GRANT

STAFF PRESENTER(S): Brian Issitt, Chief of Police

SUMMARY

The Arizona Department of Administration (ADOA) has established a new reimbursement program for cities to offset the costs of 911 services. The Police Department is seeking funding for the AT&T contract for equipment, service, and Next Generation 911 data networking.

STRATEGIC PLAN ALIGNMENT

INFRASTRUCTURE

RECOMMENDATION

Approve the City of Goodyear Arizona Department of Administration (ADOA) grant for 9-1-1 sevices and associated budget amendments. (Brian Issitt, Chief of Police)

FISCAL IMPACT

The expenditure amount of this item is $575,901 and was not included as a part of the FY2025. A budget amendment is necessary and will be offset by unforeseen revenue as the Arizona Department of Administration (ADOA) will be reimbursing agencies for associated costs, resulting in a zero net impact on the city.

BACKGROUND AND PREVIOUS ACTIONS

The Maricopa Association of Governments (MAG) initiated a 911 Study Committee and chose to migrate the valley telecommunications centers from MR911 to the State Emergency Services Internet Protocol network (ESINet) through a contract with AT&T, approving this move on January 31, 2024.

On March 4, 2024, Council approved the migration to the State 9-1-1 system and approved grant funding from the Arizona Department of Administration (ADOA). The grant reimburses the city for funding that it is required to pay AT&T directly. Reimbursements are submitted through the ADOA grant process. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests. The grant process

will be renewed annually as required by the ADOA.

STAFF ANALYSIS

The AT&T contract complies with all federal standards and provides the needed technologies to provide continuous emergency services, enhanced technology, and greater redundancy.

The Arizona Department of Administration (ADOA) administers the Emergency Telecommunications Services Revolving Fund for 9-1-1 with the MAG committee process being utilized to make recommendations through the Regional Council to ADOA for equipment and funding decisions. ADOA is implementing a grant reimbursement model for funding the new State 911 services. The grant will be managed through the ADOA grant portal (eCivis) with monthly reporting requirements and reimbursement requests.

Attachments

ADOA Grant Agreement

ARIZONA DEPARTMENT OF ADMINISTRATION
ARIZONA 9-1-1 PROGRAM
GRANT AGREEMENT

Grant Number: ADOA-AZ911-25-28

This Grant Agreement (**"Agreement"**) is between the Goodyear Police Department, acting as System Administrator, (**"Grantee"**), participating and the State of Arizona, acting through the Arizona Department of Administration (**"ADOA"**), (sometimes, individually, a **"Party,"** or collectively, **"Parties"**).

AUTHORIZATION

1. A.R.S § 41-704 authorizes the Arizona Department of Administration to administer the emergency telecommunication services revolving fund in accordance with A.R.S. 11-951; 11-952 and 41-101.01.

BACKGROUND

2. The Arizona 9-1-1 Grant Program is designed to assist Public Safety Answering Points (PSAPs), in collaboration with regional and local jurisdictions, perform activities related to implementation and operation of their respective emergency telecommunication system.

PURPOSE OF THE AGREEMENT

3. Distribution of funding per A.R.S § 41-704, which establishes the administration of the emergency telecommunication services revolving fund.

TERM, EFFECTIVE DATE, AND Termination

4. Term and Effective Date: This Agreement will commence on July 1, 2024 and terminate on June 30, 2025. This agreement expires at the end of the award period unless prior written approval for an extension has been obtained by ADOA. A request for an extension must be received by ADOA, sixty (60) days prior to the end of the award period. ADOA in its sole discretion may approve an extension to further the goals and objectives of the program, and determine the length of any extension.

OBLIGATIONS OF THE PARTIES

5. Responsibilities of the Grantee:
   - 5.1. Grantee agrees that grant funds will be used in accordance with the approved application, applicable statutes, program rules, guidelines and special conditions. ADOA supports the use of these funds in accordance with the ARS § 41-704 for activities such as:
     - 5.1.1. Adoption and operation of Next Generation 9-1-1 (NG9-1-1) services and applications, including monthly recurring costs for 9-1-1 equipment, network, maintenance, and hardware and software support
     - 5.1.2. Facilitate the migration of the State's PSAPs to the Next Generation of 9-1-1 capability
     - 5.1.3. Migration to an Emergency Services IP-enabled (ESINet) network
     - 5.1.4. Solutions that meet or exceed the National Emergency Number Association (NENA), Federal Communications Commission (FCC), international, and industry standards or requirements.
     - 5.1.5. The National Emergency Number Association (NENA) defines NG9-1-1 as: "An Internet Protocol (IP) based system comprised of managed Emergency Services IP networks (ESInets), functional elements (applications), and databases that replicate traditional E9-1-1 features and functions and provides additional capabilities. NG9-1-1 is designed to provide access to emergency services from all connected

communications sources, and provide multimedia data capabilities for Public Safety Answering Points (PSAPs) and other emergency services organizations."

5.2. Grantee agrees that the following activities will be reimbursed only through Administrative Cost and subject to the aggregate limitation on such costs:

5.2.1. Personnel. Costs associated with administrative oversight of managing local contracts and technical support. Costs associated with GIS coordinator, if it is an employee of the System Administrator's agency.

5.2.2. Fringe Benefits. Employee related expenses associated with administrative oversight of managing local contracts and/or GIS coordinator.

5.2.3. Travel. Travel requests for training, conferences, etc. related to System Administrator and/or GIS coordinator functions. Travel costs will only be reimbursed based on the State rate per diem identified in SAAM 50.

5.2.4. Supplies. Costs associated with supplies related to System Administration functions.

5.2.5. Other Costs. Training or education assistance related to System Administration and/or GIS coordinator functions.

5.3. Grantee agrees that it will submit financial and activity reports to ADOA in a format provided by ADOA, documenting the activities supported by these grant funds and providing an assessment of the impact of these activities which may include documentation of project milestones. In the event reports are not received on or before the indicated date(s), funding may be suspended until such time as delinquent report(s) are received.

5.4. Grantee understands that financial reports are required as an accounting of expenditures for either reimbursement or ADOA-approved payments. Reports are due pursuant to the schedule listed in this agreement.

5.5. Grantee agrees to pay vendors in a timely manner on behalf of the PSAPs in their jurisdictions. Late fees on invoices will not be reimbursed by ADOA.

5.6. The final request for reimbursement of grant funds must be received by ADOA no later than forty-five (45) days after the last day of the award period.

5.7. All goods and services must be received or have reasonable expectations thereof and placed in service by Grantee by the expiration of this award.

5.8. Grantee agrees to remit all unexpended grant funds to ADOA within thirty (30) days of written request received from ADOA.

5.9. Grantee agrees that all encumbered funds must be expended and that goods and services must be paid within forty-five (45) days of expiration of this award.

5.10. Grantee agrees to cooperate and participate with any and all assessments, evaluation efforts or information and data collection requests, and acknowledges that the State grantor agency has the right to obtain, reproduce, publish, or use data provided under this award in accordance with applicable statutes, rules, and guidelines.

5.11. Grantee understands that grant funds may not be released until Grantee is compliant with all requirements of grant agreement.

5.12. Required activity and financial reports are submitted according to the following schedule(s):

	ACTIVITY REPORTS	
	Report Due:	**Due Date:**
	GIS Data Submissions	Quarter 1 September 30, 2024 Quarter 2 December 31, 2024 Quarter 3 March 31st, 2025 Quarter 4 June 30th, 2025

FINANCIAL REPORTS			
Report Period:	**Due Date:**	**Report Period:**	**Due Date:**
July 1 – July 31	August 25	January 1 – January 31	February 25
August 1 – August 31	September 25	February 1 – February 29	March 25
September 1 – September 30	October 25	March 1 – March 31	April 25
October 1 – October 31	November 25	April 1 – April 30	May 25
November 1 – November 30	December 25	May 1 – May 31	June 25
December 1 – December 31	January 25	June 1 – June 30	July 25

*More frequent reports may be required for GRANTEES who are considered high risk.

6. Responsibilities of the State:

6.1. It is agreed and understood that the total to be paid by ADOA under this Agreement shall not exceed $575,901 in state funds.

6.2. Once the financial reimbursement request is approved by ADOA, payment to Grantee will be completed within 5 business days.

6.3.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel	$0.00
Fringe Benefits	$0.00
Travel	$0.00
Equipment	$0.00
Supplies	$0.00
Contractual/Outside Services	$566,441
Construction	$0.00

Other Costs	$9,459
Total	$575,901

UNIFORM TERMS AND CONDITIONS

7. Grant Administration and Operation

   7.1. Records. Under A.R.S. § 35-214 and § 35-215, the Grantee shall retain any and all Data and other "records" relating to the acquisition and performance of the agreement for a period of five (5) years after the completion of the award. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the grantee shall produce a legible copy of any or all such records.

   7.2. Non-Discrimination. The grantee shall comply with State Executive Orders No. 2023-01, 2009-09, and any and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

   7.3. Audit. Pursuant to A.R.S. § 35-214, at any time during the term of this agreement and five (5) years thereafter, the grantee's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the agreement.

   7.4. Facilities Inspection and Materials Testing. The grantee agrees to permit access to its facilities, and the grantee's processes or services, at reasonable times for inspection of the facilities or Materials covered under this award as required under A.R.S. § 41-2547. The State shall also have the right to test, at its own cost, the Materials to be supplied under this award. Neither inspection of the grantees facilities nor Materials testing shall constitute final acceptance of the Materials or Services.

   7.5. Advertising, Publishing and Promotion of Award. The grantee shall not use, advertise or promote information for commercial benefit concerning this award without the prior written approval of the Grants Administrator.

8. Federal Immigration and Nationality Act. Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the award. The State shall retain the right to perform random audits of grantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the grantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the award for default and suspension.

9. E-Verify Requirements. In accordance with A.R.S. § 41-4401, grantee warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23- 214, Subsection A.

10. Availability of Funds for the Current State Fiscal Year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these Materials or Services are not funded, the State may take any of the following actions:

    10.1.1. Accept a decrease in award offered to the grantee;

    10.1.2. Cancel the award; or

    10.1.3. Cancel the award and re-solicit the requirements.

11. Personnel. Grantee warrants that its personnel will perform their duties under the agreement in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the award. Grantee further warrants that its key personnel will maintain any and all certifications relevant to their work, and grantee shall provide individual evidence of certification to State's authorized representatives upon request.

12. False Statements. Grantee represents and warrants that all statements and information grantee prepared and submitted in response to the Solicitation or as part of the grantee documents are current, complete, true, and accurate. If the Grants Administrator determines that grantee submitted an application with a false statement, or makes material misrepresentations during the performance of the award, the Grants Administrator may determine that grantee has materially breached the agreement and may void the submitted application and any resulting agreement.

13. Agreement Termination

    13.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement within three (3) years after agreement execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the grantee receives written notice of the cancellation unless the notice specifies a later time. If the grantee is a political subdivision of the State, it may also cancel this award as provided in A.R.S. § 38-511.

    13.2. Termination for Convenience. The State reserves the right to terminate the agreement, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the grantee shall stop all work, as directed in the notice, notify all contractors of the effective date of the termination and minimize all further costs to the State. The grantee shall be entitled to receive just and equitable compensation for work in progress, work completed, and Materials or Services accepted before the effective date of the termination. The cost principles and procedures provided in A.R.S. § 41-2543 and A.A.C. Title 2, Chapter 7, Article 7, shall apply.

14. Agreement Claims. All agreement claims or controversies under this agreement shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

15. Arbitration. The parties to this agreement agree to resolve all disputes arising out of or relating to this agreement through arbitration, after exhausting applicable administrative review, to the extent required byA.R.S. § 12-1518, except as may be required by other applicable statutes (A.R.S. Title 41).

16. This Agreement does not imply authority to perform any tasks or accept any responsibility not expressly stated in this Agreement.

17. This Agreement does not create a duty or responsibility unless the intention to do so is clearly and unambiguously stated in this Agreement. This Agreement shall not relieve the Parties of any obligation or responsibility imposed on it by law.

18. This Agreement contains the entire agreement of the Parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and inducements, whether express or implied, oral or written.

19. Any change, modification, or extension of this Agreement must be submitted through ADOA's online grant management system, eCivis, and approved by ADOA.

20. This Agreement has been arrived at by negotiation and shall not be construed for or against any Party.

21. The failure of either Party to insist in any one or more instances upon the full and complete performance of any of the terms and provisions of this Agreement to be performed by the other Party or to take any action permitted by this Agreement shall not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same or any other covenant or condition either in the past or in the future. The acceptance by either Party of sums less than may be due and owing at any time shall not be construed as an accord and satisfaction.

22. The substantive laws of Arizona (without reference to any choice of law principles) shall govern the interpretation, validity, performance and enforcement of this Agreement. The Parties further agree to cooperate in all ways

reasonable and necessary to comply with the applicable statutes, including amending this Agreement as needed in the future and making any refunds or payments that might be required to bring the Parties into full compliance with applicable law.

23. Nothing in this Agreement is intended to create any third-party beneficiary rights; and the State and the Grantee expressly state that this Agreement does not create any third-party rights of enforcement.

24. This 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 an original hereof.

25. If the last day of any time stated herein shall fall on a Saturday, Sunday, or legal holiday in the State of Arizona, then the duration of such time shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday, or legal holiday.

26. Except as expressly provided herein, no Party may delegate or assign its rights or responsibilities under this Agreement without prior written approval of the other Party and any purported assignment or delegation in violation of this provision shall be void.

27. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.RS. § 12-1518, except as may be required by other applicable statutes.

28. If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.

29. Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior approval may constitute sufficient reason for ADOA to terminate this Agreement, revoke the grant, require the return of all unspent funds, perform an audit of expended funds, and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.

30. All notices required or permitted under this Agreement shall be given in writing and addressed as follows:

A. If to the Arizona 9-1-1 Program:
Arizona Department of Administration
Arizona 9-1-1 Program
100 North 15th Avenue, Suite 302
Phoenix, AZ 85007
Attention: Arizona 9-1-1 Program

B. If to the GRANTEE:
Goodyear Police Department
14455 W Van Buren St.
Goodyear, AZ 85338
ATTENTION: Shauna Henrie

Arizona Department of Administration
Arizona 9-1-1 Program

GRANT AGREEMENT CONTINUATION SHEET
SPECIAL CONDITION(S)

1. GRANTEE must submit a current service plan to ADOA. If a service plan is not complete, a letter requesting an extension with an estimated completion date must be submitted for approval before financial reimbursements will be made.

2. GRANTEE must submit copies of executed Memorandum of Understandings (MOUs) between each System's PSAP and the System Administrator before financial reimbursements will be made.

3. GRANTEE must notify ADOA within 10 days if the GRANTEE is unable to perform the function of System Administrator on behalf of PSAPs in their jurisdiction. Administrative funds may be reduced to the System Administrator if ADOA assumes responsibility of the duties under this agreement.

4. GRANTEE must enroll in automatic clearinghouse payments. Grantee must complete the document titled "State of Arizona Substitute W-9 and ACH Vendor Authorization Forms & Instructions. Vendor account set-up and payment information can be found at: https://gao.az.gov

5. GRANTEE agrees to share GIS data, at minimum, once per quarter (4) times per fiscal year upon request from ADOA, Arizona 9-1-1 Program, in order to support ongoing statewide initiatives. Data shared will not be distributed for commercial use and is pursuant to A.R.S. § 37-178.

6. GRANTEE agrees to allow ADOA to deploy a data analytic tool provided by the Arizona 9-1-1 Program and work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program during implementation.

7. GRANTEE agrees to work with all PSAPs within their 9-1-1 System and the Arizona 9-1-1 Program to implement text-to-9-1-1 service.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.
FOR GRANTEE:

Authorized Signatory	Date
Printed Name and Title	
Additional signature(s) if required by political subdivision	Date
Printed Name and Title	Date

FOR ARIZONA DEPARTMENT OF ADMINISTRATION:

Arizona 9-1-1 Program Arizona Department of Administration	Date

ITEM #: 12.
DATE: 08/26/2024
AI #:2195

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION FOR EXPENDITURE OF FUNDS UP TO THE AMOUNT OF $1,364,600 FOR GOODYEAR BALLPARK FIELD LIGHTING

STAFF PRESENTER(S): Bruce Kessman, Deputy Director Parks and Recreation

SUMMARY

Convert existing Goodyear Ballpark field lighting to energy-efficient light-emitting diode (LED) lighting.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Authorization for expenditure of funds up to the amount of $1,364,600 for LED field lighting. (Bruce Kessman, Deputy Director Parks and Recreation)

FISCAL IMPACT

Funding for this Capital Improvement Project of $1,364,600 was approved in the FY25 budget. The project includes a 25-year warranty that will cover 100% of the maintenance costs.

STAFF ANALYSIS

Converting field lighting to LED technology has become an industry best practice. In addition to being more energy efficient, LED lighting also provides a higher quality of light, which will improve visibility on the field.

ITEM #: 13.
DATE: 08/26/2024
AI #:2161

CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZATION OF THE EXPENDITURE OF CONSTRUCTION FUNDS FOR APPROVED CIP PROJECT #42072 – SAN GABRIEL-ELLIOT INTERCONNECT

STAFF PRESENTER(S): Steve Scinto, Director of Engineering

OTHER PRESENTER(S):
Mario Saldamando, Sr. Project Manager

SUMMARY

A request to authorize the expenditure of construction funds up to $1,432,990 for Capital Improvement Program (CIP) Project #42072 – San Gabriel-Elliot Interconnect.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

INFRASTRUCTURE

RECOMMENDATION

Authorize the expenditure of construction funds up to $1,432,990 for Capital Improvement Program (CIP) Project #42072 – San Gabriel-Elliot Interconnect. (Steve Scinto, Director of Engineering)

FISCAL IMPACT

CIP Project #42072 – San Gabriel-Elliot Interconnect is currently programmed in the FY2025-FY2029 CIP with a total project budget of $2,276,000 with an estimated completion date of March 2025.

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.

On June 12, 2023 (AI-1537), Council approved CIP #42072 – San Gabriel-Elliot Interconnect in the adoption of Resolution No. 2023-2318 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2024.

On June 10, 2024 (AI-1797), Council approved the carryover of CIP #42072 – San Gabriel-Elliot Interconnect as a part of the FY2025 budget in the adoption of Resolution No. 2024-2381 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the City of Goodyear for FY2025.

STAFF ANALYSIS

CIP Project #42072 – San Gabriel-Elliot Interconnect will provide final construction services. In general, the proposed improvements include fiber optic conduit and cable along West Elliot Road between South San Gabriel Drive East and South San Gabriel Drive, terminating at the existing driveway to the Corgett Wash Water Treatment Plant.

A city network connected by fiber optic infrastructure supports a wide range of systems, including SCADA, Traffic Management, Public Safety Systems, Building Management, CCTV and Surveillance, GIS, Communication Systems, and Public Transportation Systems. Integrating these systems into a city network connected by fiber optics ensures high-speed, reliable, and secure communication, leading to improved operational efficiency and better service delivery for residents.

This Council Action Request is to obtain authorization for the expenditure of construction funds for CIP Project #42072 – San Gabriel-Elliot Interconnect.

ITEM #: 14.
DATE: 08/26/2024
AI #:2206

CITY COUNCIL ACTION REPORT

SUBJECT: ESTABLISHMENT OF PUBLIC RIGHT-OF-WAY FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH COTTON LANE AND WEST ELWOOD STREET

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

OTHER PRESENTER(S):

David Jossund, Project Manager

SUMMARY

Declare a portion (2,550 square feet) of City property located at the northwest corner of South Cotton Lane and West Elwood Street as public right-of-way.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2422 ESTABLISHING PUBLIC RIGHT-OF-WAY REQUIRED FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH COTTON LANE AND WEST ELWOOD STREET; PROVIDING FOR AN EFFECTIVE DATE AND RECORDATION. (Kimberly Romero, Real Estate Coordinator)

FISCAL IMPACT

The proposed declaration of right-of-way as described will have no fiscal impact on the City in fiscal year 2025 or any future year.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear acquired approximately nineteen (19) acres of real property generally located at the northwest corner of S. Cotton Lane and W. Elwood Street by Special Warranty Deed, recorded on December 28, 2007, in instrument 2007-1356154 (the “City Property”).

STAFF ANALYSIS

As part of Capital Improvement Project #42063 S. Cotton Lane and W. Elwood Street Traffic Signal Improvements, certain traffic signal improvements need to be constructed on a portion of the City Property. Because traffic signal improvements are to be located within the public right-of-way, the portion of the city-owned property upon which the improvements are to be located, needs to be declared public right-of-way. Accordingly, staff is recommending the adoption of Resolution 2024-2422, declaring a portion of City Property as public right-of-way.

Attachments

Resolution with Exhibit A

RESOLUTION NO. 2024-2422

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ESTABLISHING PUBLIC RIGHT-OF-WAY REQUIRED FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE INTERSECTION OF SOUTH COTTON LANE AND WEST ELWOOD STREET; PROVIDING FOR AN EFFECTIVE DATE AND RECORDATION.

WHEREAS, pursuant the power vested in the city of Goodyear ("City") by its Charter and pursuant to A.R.S. § 9-276, the Mayor and Council of the City of Goodyear have the power to establish, construct, improve, regulate vacate, modify roadways open to the public; and

WHEREAS, the City of Goodyear owns certain real property generally located at the northwest corner of S. Cotton Lane and W. Elwood Street, which was acquired by Special Warranty Deed, recorded on December 28, 2007, in instrument 2007-1356154 ("City Property"); and

WHEREAS, the City will be installing a traffic signal at the intersection of S. Cotton Lane and W. Elwood Street as part of Capital Improvement Project #42063 S. Cotton Lane and W. Elwood Street Traffic Signal Improvements ("Project"); and

WHEREAS, traffic infrastructure improvements are to be located within public right-of-way, and in order to complete the Project, a portion of the City Property, legally described and depicted in Exhibit "A" attached hereto, must be declared a public right-of-way; and

WHEREAS, it is in the best interest of the public for the portion of the City Property described and depicted in Exhibit "A" attached hereto to be declared as public street.

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

SECTION 1. The Mayor and Council of the City of Goodyear find and determine that the public health, safety, and welfare of the City require that the portion of City Property more particularly legally described and depicted in Exhibit "A," attached hereto and incorporated herein by this reference, be formally declared as public right-of-way.

SECTION 2. The Mayor and Council of the City of Goodyear, on behalf of the City of Goodyear, an Arizona municipal corporation, as owner of that real property more particularly described and depicted in Exhibit "A" attached hereto and incorporated herein by this reference and declared as public right-of-way to be maintained by the City of Goodyear.

SECTION 3. This Resolution 2024-2422 shall become effective on the date it is passed and adopted by the Mayor and Council of the city of Goodyear. The City Clerk shall cause a certified copy of this Resolution, including Exhibit A, to be recorded in the official records of the Maricopa County Recorder.

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:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT “A”
Legal Description
Right of Way

EXHIBIT "A"

DESCRIPTION FOR A TRAFFIC SIGNAL EASEMENT
A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED,
RECORDED IN DOCUMENT NUMBER 2008-0810590, M.C.R.

A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED, RECORDED IN DOCUMENT NUMBER 2008-0810590, MARICOPA COUNTY RECORDER'S OFFICE (M.C.R.), SITUATE IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 23, TOWNSHIP 1 NORTH, RANGE 2 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE FOUND BRASS CAP MARKING THE EAST QUARTER CORNER OF SAID SECTION 23, FROM WHICH THE FOUND BRASS CAP MARKING THE WEST QUARTER CORNER OF SAID SECTION 23, BEARS NORTH 89°43'34" WEST **(BASIS OF BEARING)**, A DISTANCE OF 5,298.18 FEET;
THENCE ALONG THE EAST-WEST MID SECTION LINE OF SAID SECTION 23, NORTH 89°43'34" WEST, A DISTANCE OF 133.10 FEET;
THENCE DEPARTING SAID LINE, NORTH 00°16'26" WEST, A DISTANCE OF 65.00 FEET, TO NORTH RIGHT-OF-WAY LINE OF ELWOOD STREET, AS SHOWN ON THE MARICOPA COUNTY ASSESSOR MAPS, BEING THE **POINT OF BEGINNING;**

THENCE DEPARTING SAID LINE, NORTH 45°13'40" EAST, A DISTANCE OF 42.39 FEET;
THENCE SOUTH 89°43'34" EAST, A DISTANCE OF 70.00 FEET, TO THE WEST RIGHT-OF-WAY LINE OF COTTON LANE, AS SHOWN IN BOOK 3 OF ROAD MAPS, PAGE 16, M.C.R.;
THENCE ALONG SAID LINE, SOUTH 00°10'54" WEST, A DISTANCE OF 30.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF ELWOOD ST;
THENCE ALONG SAID LINE, NORTH 89°43'34" WEST, A DISTANCE OF 100.00 FEET TO THE **POINT OF BEGINNING.**

CONTAINING 2,550 SQUARE FEET OR 0.059 ACRES, MORE OR LESS.

SUBJECT TO EXISTING RIGHTS-OF-WAY AND EASEMENTS.

SEE ATTACHED EXHIBIT DRAWING BY REFERENCE MADE A PART HERETO.



Title: DESCRIPTION

Project #: 090009228

Date: 03/22/2024

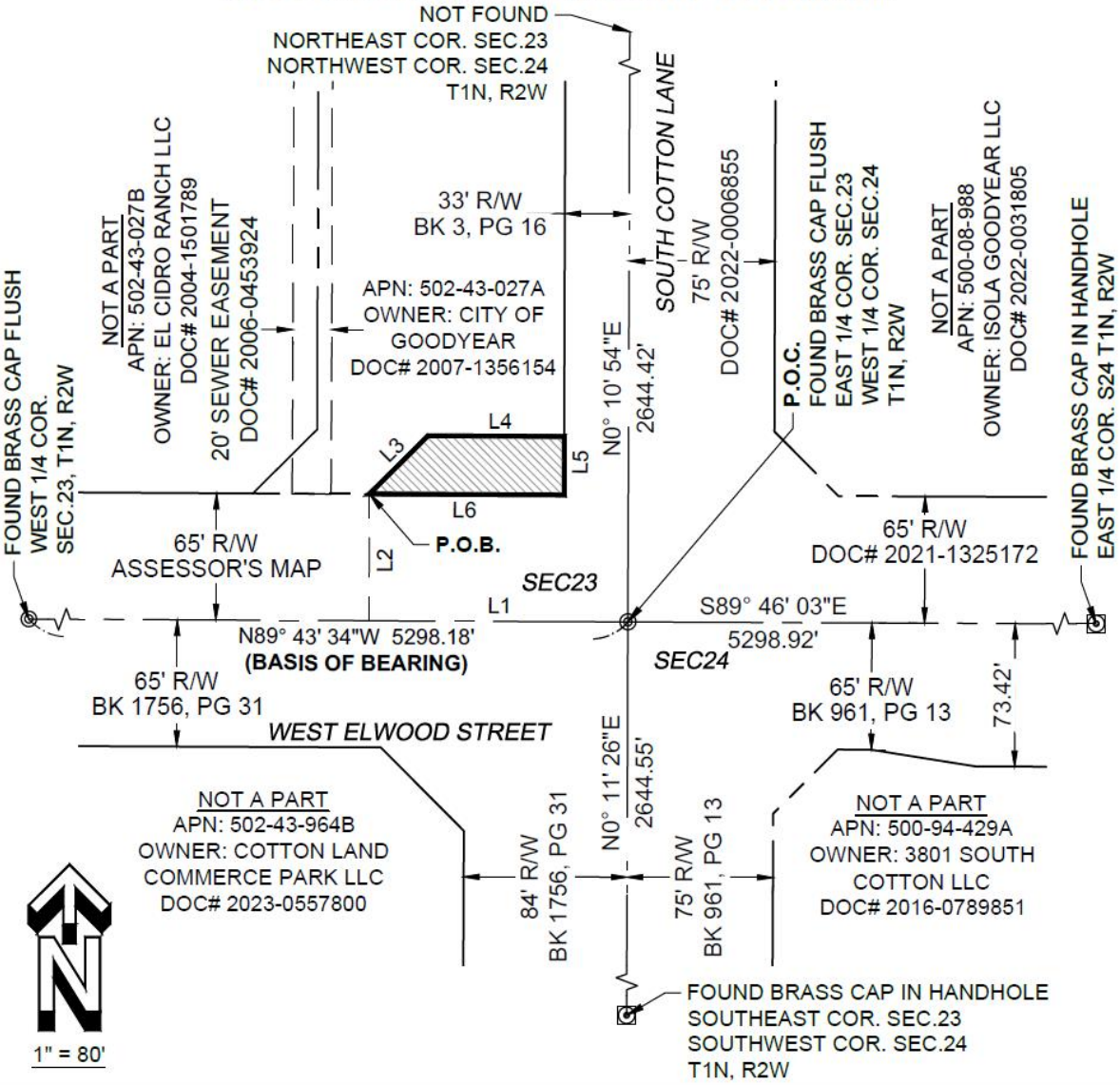
Scale: N / A

Page: 1 OF 3

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LAND SURVEY • MAPPING SOLUTIONS
WWW.RLFCONSULTING.COM • 480-445-9180

EXHIBIT "A"

EXHIBIT FOR A TRAFFIC SIGNAL EASEMENT
A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED,
RECORDED IN DOCUMENT NUMBER 2008-0810590, M.C.R.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
35113
MICHAEL E.
FONDREN
Date signed 03/22/24
ARIZONA, U.S.A.

Title: EXHIBIT

Project #: 09009228

Date: 03/22/2024

Scale: 1" = 80'

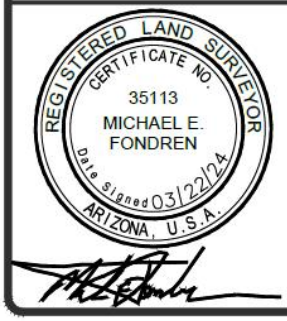
Page: 2 OF 3

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EXHIBIT "A"

EXHIBIT FOR A TRAFFIC SIGNAL EASEMENT
A PORTION OF THE PROPERTY DESCRIBED IN SPECIAL WARRANTY DEED,
RECORDED IN DOCUMENT NUMBER 2008-0810590, M.C.R.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89° 43' 34"E	133.10
L2	S0° 16' 26"W	65.00
L3	N45° 13' 40"E	42.39
L4	S89° 43' 34"E	70.00
L5	S0° 10' 54"W	30.00
L6	N89° 43' 34"W	100.00



Title: EXHIBIT

Project #: 09009228

Date: 03/22/2024

Scale: N / A

Page: 3 OF 3

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ITEM #: 15.
DATE: 08/26/2024
AI #:2157

CITY COUNCIL ACTION REPORT

SUBJECT: AMEND FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE FOR GSQ

STAFF PRESENTER(S): Roric Massey, City Attorney

SUMMARY

Amending the First Amended and Restated Parking Rights Agreement and Partial Release with GSQ Goodyear Office, LLC.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2420 APPROVING THE AMENDMENT TO THE FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE, PROVIDING AUTHORIZATION AND DIRECTION FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE. (Roric Massey, City Attorney)

FISCAL IMPACT

There is no fiscal impact on the City with the acceptance of this Agreement.

BACKGROUND AND PREVIOUS ACTIONS

The City and GSQ Goodyear, Office, LLC (“Office”) are parties to that certain First Amended and Restated Parking Rights Agreement dated October 17, 2023, and recorded October 17, 2023, as Instrument No. 2023-0539086 in the records of Maricopa County, Arizona (the “Agreement”) which provides for access and the operation of the parking garage to the north of Civic Square. On March 18, 2024, Globe Land Investors and Baywood DIA, Inc., entered into a purchase and sale agreement for the parcel that is the subject of this Amendment. The parcel is the former “GSQ 2” site, that is now planned to be developed as a hotel. With the construction of the new parking garage adjacent to the proposed hotel, there is no need for access to the north parking garage which is the subject of the Agreement. This amendment will sever that parcel from the Agreement and the parcel will no longer have parking rights, and/or obligations related to the north parking garage.

STAFF ANALYSIS

With the construction of the new parking garage to the south of Civic Square, there is no need for the parcel to be included in the First Amendment and Restated Parking Rights Agreement related to the north parking garage.

Attachments

Resolution w-Exhibit 1

RESOLUTION NO. 2024-2420

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE AMENDMENT TO THE FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE, PROVIDING AUTHORIZATION AND DIRECTION FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and GSQ Goodyear, Office, LLC ("Office") are parties to that certain First Amended and Restated Parking Rights Agreement dated October 17, 2023, and recorded October 17, 2023, as Instrument No. 2023-0539086 in the records of Maricopa County, Arizona (the "Agreement"); and

WHEREAS, Globe Land Investors, LLC, a Delaware limited liability company, (an affiliate of Office) ("GLI"), and Baywood DIA, Inc., a Colorado corporation, ("Baywood"), are parties to that certain Purchase and Sale Agreement dated as of March 18, 2024, (the "Purchase Agreement") for the purchase and sale of the real property described in Exhibit A and in the Amendment to the First Amended and Restated Parking Rights Agreement and Partial Release attached hereto as Exhibit "1". ("Real Property").

WHEREAS, Baywood has determined that they have no need for the parking rights granted under the Agreement, and, therefore, the parties enter into this Amendment & Release in order to release the Real Property from the Agreement upon the closing of the transaction contemplated under the Purchase Agreement, of even date herewith.

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

SECTION 1. Approve the Amendment to the First Amended and Restated Parking Rights Agreement and Partial Release with GSQ Goodyear Office, LLC, an Arizona limited liability company, attached hereto as Exhibit "1".

SECTION 2. Authorize and direct the City Manager or her designee to sign and execute the Amendment to the First Amended and Restated Parking Rights Agreement, to make non-substantive changes in furtherance of the agreement, and to take all actions necessary to carry out the intent of this Resolution and the Agreement.

SECTION 3. This Resolution shall become effective upon its adoption by the Mayor and Council of the City of Goodyear.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

Darcie McCracken, City Clerk

APPROVED AS TO FORM:

Roric Massey, City Attorney

EXHIBIT "1"

Amendment to the First Amended and Restated Parking Rights Agreement and Partial Release

(On the following pages)

When recorded mail to:

City of Goodyear
190 North Litchfield Road
Goodyear, AZ 85338
Attn: City Manager

AMENDMENT TO
FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT
AND PARTIAL RELEASE

THIS AMENDMENT TO FIRST AMENDED AND RESTATED PARKING RIGHTS AGREEMENT AND PARTIAL RELEASE (this "**Amendment & Release**") is made as of the ____ day of _____, 2024 (the "**Effective Date**"), by and between the **City of Goodyear, Arizona,** an Arizona municipal corporation ("**City**"), and **GSQ Goodyear Office, LLC**, an Arizona limited liability company ("**Office**").

RECITALS

WHEREAS, City and Office are parties to that certain First Amended and Restated Parking Rights Agreement dated October 17, 2023, and recorded October 17, 2023, as Instrument No. 2023-0539086 in the records of Maricopa County, Arizona (the "**Agreement**"), to which reference is made for the meaning of any capitalized terms not otherwise defined herein.

WHEREAS, Globe Land Investors, LLC, a Delaware limited liability company, (an affiliate of Office) ("**GLI**"), and Baywood DIA, Inc., a Colorado corporation, ("**Baywood**"), are parties to that certain Purchase and Sale Agreement dated as of March 18, 2024 (the "**Purchase Agreement**") for the purchase and sale of the real property described on **Exhibit A** attached hereto ("**Real Property**").

WHEREAS, Baywood has determined that they have no need for the parking rights granted under the Agreement, and, therefore, the parties enter into this Amendment & Release in order to release the Real Property from the Agreement upon the closing of the transaction contemplated under the Purchase Agreement, of even date herewith.

NOW, THEREFORE, and in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, City and Office agree as follows:

AGREEMENT

1. **Recitals**. The foregoing Recitals are incorporated herein by this reference.

2. **Amendment & Release**. The Amendment & Release is hereby amended such that the City releases the Real Property legally described on **Exhibit A** attached hereto and incorporated herein by this reference from the Agreement, and the terms, conditions, and stipulations of the Agreement to the extent, if any, such terms, conditions, and stipulations are applicable to the Real Property. As of the Effective Date of this Amendment & Release, and the terms, conditions, and stipulations thereof, the Agreement shall be of no further force and effect as to the Real Property only, and the Real Property is hereby released from the Agreement and the terms, conditions, and stipulations thereof.

As of the Effective Date of this Amendment & Release, there are no outstanding amounts, fees, charges or Operating Expenses due or owing that may be attributable to the Real Property in accordance with Section 13 of the Agreement nor are there any other amounts, fees, charges or Operating Expenses pending or currently being contemplated that have not yet been assessed for which the Real Property would be responsible.

3. **Contingency**. Office and City acknowledge and agree that this Amendment & Release is contingent on the close of escrow under the terms of the Purchase Agreement and will be recorded in connection with said closing. In the event escrow fails to close in accordance with the terms of the Purchase Agreement ,as the same may be amended from time to time, this Amendment & Release shall be deemed null and void and of no further force and effect.

4. **Ratification**. Except as modified by this Amendment & Release, the Agreement is hereby ratified and confirmed and all other terms and conditions of the Agreement shall remain in full force and effect. In the event of any conflict between the provisions of this Amendment & Release and the provisions of the Agreement, the provisions of this Amendment & Release shall prevail.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Amendment & Release effective as of the Effective Date.

GSQ GOODYEAR OFFICE, LLC,
an Arizona limited liability company

By: Globe Corporation,
an Illinois corporation
Its: Member

By: _____
George F. Getz, President

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by George F. Getz, President of Globe Corporation, an Illinois corporation, Member of GSQ Goodyear Office, LLC, an Arizona limited liability company, on behalf of such company.

_____
[SEAL] Notary Public

[SIGNATURES CONTINUED FROM PRECEDING PAGE-AMENDMENT & RELEASE]

CITY OF GOODYEAR, ARIZONA,
an Arizona municipal corporation

By: _____

Its: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, the _____ of the City of Goodyear, Arizona, an Arizona municipal corporation, who acknowledged that he/she signed the foregoing instrument on behalf of the City.

[SEAL]

_____
Notary Public

EXHIBIT A

Legal Description of the Real Property
Released from Agreement

Lot 2E, of Final Plat of Goodyear Civic Square Lot 1 and 2, According to the Plat of Record in the Office of the County Recorder of Maricopa County, Arizona, recorded in Book 1789 of Maps, Page 9.

ITEM #: 16.
DATE: 08/26/2024
AI #:2229

CITY COUNCIL ACTION REPORT

SUBJECT: AERIAL CROSSING LICENSE OVER SARIVAL AVENUE

STAFF PRESENTER(S): Sarah Chilton, Deputy City Attorney

SUMMARY

Request approval of a crossing license for an overhead electrical line across Sarival Avenue, generally located near the intersection of Sarival Avenue and Commerce Drive.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

Approve License Agreement for Sarival Avenue Crossing between the City of Goodyear and Pluto Energy Storage, LLC. (Sarah Chilton, Deputy City Attorney)

FISCAL IMPACT

This license will generate a one-time $2,500 fee and an annual fee based on the size of the license area. The license area is 6,527 feet and the initial annual fee is calculated at $2.80 per square foot, with regular increases based on increases in the average Consumer Price Index for the Phoenix Area. The annual fee for the first year would be $18,276.

BACKGROUND AND PREVIOUS ACTIONS

Pluto Energy Storage LLC (“Pluto Energy”) owns approximately 5.8 acres of land generally located at the southwest corner of Sarival Avenue and Commerce Drive upon which it intends to develop a 75 megawatt Battery Energy Storage System. Pluto Energy intends to construct a 69 kilovolt (kv) overhead line that connects its facilities to an Arizona Public Service (APS) substation across Sarival Avenue from Pluto Energy’s property. To do this, Pluto Energy requested an aerial crossing license allowing it to cross public right-of-way.

STAFF ANALYSIS

The term of the proposed license is twenty-five (25) years from September 26, 2024 to September 25, 2049. It may be renewed for two additional ten (10) year terms subject to mutual agreement of the parties. The rights under the proposed license allow Pluto Energy to install one overhead line. No other facilities are to be constructed within the easement area, and the license is not assignable and will automatically terminate if any other entity operates the overhead line.

Staff's concerns over supporting the requested license are related to the safety of the public who traverse Sarival Avenue and city staff who maintain Sarival Avenue improvements, including the traffic signal at the intersection of Sarival Avenue and Commerce Drive. The parties have spent substantial time negotiating terms that address staff's concerns. To that end, the proposed license includes the following terms:

- A minimum clearance of 30' vertical clearance between the overhead line and Sarival Avenue and a minimum clearance of 25' between the overhead line and its supporting poles and the traffic signal poles located at the corner of Sarival Avenue and Commerce Drive.

- Pluto Energy is responsible for all damages to city property caused by the operation and maintenance of the overhead line or the exercise of any rights under the License, and they are required to provide a bond of at least $5 million per occurrence to secure this obligation.

- The License includes a broad defense and indemnification clause in favor of the city and requires increased limits for insurance.

- Pluto Energy is required to have a Safety Representative available to the city 24 hours a day, 365 days a year.

- Pluto Energy is required to maintain a staffed maintenance facility within twenty miles of the overhead line and shall have a Maintenance Representative available to do routine maintenance and emergency repair work 24 hours a day, 365 days a year.

- Pluto Energy is required to monitor the overhead line remotely 24 hours a day, and to immediately shut down power to the overhead line in the event of a power or structural failure. The License will terminate upon the failure to comply with this provision.

- Upon the expiration or termination of the License, Pluto Energy is required to remove the overhead line and to post a $1 million bond to secure this obligation.

Based on the substantial protections incorporated into the License, staff recommends Council approval of the proposed license.

Attachments

Aerial Crossing License

When recorded return to:

City Clerk's Office
City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

LICENSE AGREEMENT FOR SARIVAL AVENUE CROSSING

This License Agreement ("License") for a crossing of Sarival Avenue is entered into by and between the City of Goodyear, an Arizona municipal corporation ("City"), and Pluto Energy Storage, LLC, a Delaware limited liability company ("Licensee").

RECITALS

A. Licensee owns approximately 5.8 acres of land in the city located at the southwest corner of Sarival Avenue and Commerce Drive (the "Licensee Property"), where it intends to construct a 75-megawatt Battery Energy Storage System ("BESS") and an accessory substation.

B. Sarival Avenue is a public street running in a generally north-south direction that is owned and managed by City and is located adjacent to Licensee's Property.

C. In support of the development of the BESS, Licensee intends to construct a 69 kilovolt (kv), overhead power line (the "Overhead Line") running in a generally east-west direction from Licensee's Property over Sarival Avenue to an existing Arizona Public Service substation on the east side of Sarival Avenue.

D. Subject to the terms and conditions set forth below, City is willing to issue a License to Licensee to allow Licensee to construct, operate, and maintain the Overhead Line over the area described in Exhibit A attached hereto, and Licensee is willing to construct, operate, and maintain the Overhead Line subject to the terms and conditions as set forth below

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises and agreements set forth herein, the Parties hereto state, confirm and agree as follows:

1. General Terms.

1.1 Incorporation of Recitals. The Parties acknowledge the accuracy of the foregoing Recitals, which are hereby incorporated into this License as though fully restated herein.

1.2 Effective Date. The execution of this License by the Parties is precedent to this License becoming effective. This License shall take effect upon the full execution of this License by the Parties and the date of execution is hereafter defined as the "Effective Date."

1.3 Definitions. Capitalized terms not defined in the foregoing Recitals are defined as follows:

(a) "City" means the City of Goodyear, an Arizona municipal corporation.

(b) "City Engineer" means the City of Goodyear Director of Engineering or his or her designee.

(c) "Claims" means claims, actions, liabilities, damages, losses, expenses, fines, penalties, judgments, demands and defense costs (including, without limitation, actual, direct, out-of-pocket costs and expenses (including court costs, attorneys' fees, and costs of claim processing, investigation, litigation, settlement negotiations and arbitration) and amounts paid in compromise or settlement.

(d) "Contractor" means the primary or general contractor retained by Licensee to construct the Overhead Line.

(e) "Development Regulations" means all applicable laws, codes, ordinances, rules, regulations, standards, guidelines, conditions of approval, and the like governing the development of property within the City of Goodyear as they may be amended from time to time. This includes, by way of example but not limitation: the Building Codes and Regulations (currently Chapter 9 of the Goodyear City Code), the Subdivision Regulations adopted by the Goodyear City Council, (currently Chapter 15 of the Goodyear City Code), the Goodyear Zoning Ordinance, the Goodyear Design Guidelines Standards, the City of Goodyear Engineering Design Standards and Policies Manual as they all may be adopted and amended from time to time; master plans and studies, such as the City of Goodyear Integrated Water Master Plan, and the Goodyear Transportation Master Plan, ordinances rezoning the Property, including stipulations and conditions of approval thereto; stipulations; and conditions of approvals of approved site plans, preliminary plats, and final plats for the Property.

(f) Indemnitee(s) means the City of Goodyear, a municipal corporation, its elected officials, officers, directors, employees, agents and representatives.

(g) "License" means this License Agreement for the License Area entered into by and among the City of Goodyear, an Arizona municipal corporation, and Pluto Energy Storage, LLC, a Delaware limited liability company.

(h) "License Area" means over the area described in Exhibit A, which is attached hereto and incorporated into this License.

(i) "Licensee" means Pluto Energy Storage, LLC, a Delaware limited liability company.

(j) "Parties" means City and Licensee collectively.

(k) "Party" means City or Licensee individually depending upon the context.

2. Land Use License.

2.1 Subject to the terms and conditions set forth herein, City hereby grants Licensee a License to install, maintain, repair, replace, operate and remove an Overhead Line over the License Area, which Overhead Line shall be owned and operated by Licensee.

2.2 Term. The original term of this License is for a period of twenty-five (25) years, from September 26, 2024 to September 25, 2049. By mutual agreement only, the Parties may renew the License for an additional ten (10) year term, and may do so for a total of two (2) additional ten- year terms. In order to request a renewal of the License, Licensee shall provide written notice of its desire to renew the License to City a minimum of ninety (90) days prior to the expiration of the License. City will review the renewal request and within thirty (30) days of receipt of the renewal request provide a response to Licensee whether the License will be renewed for an additional term. The renewal of the License shall be in writing and executed by the Parties.

2.3 Area and Height. The License Area is 6,527 square feet, and is approximately fifty-five feet wide. The Overhead Line shall be at least thirty (30) feet in altitude above Sarival Avenue and there shall be a minimum of twenty-five feet (25') clearance between the Licensee's poles and Overhead Line attached to such poles and the traffic signal poles located at the intersection of Sarival Avenue and Commerce Drive. The License Area may be used for the Overhead Line only and any poles supporting the Overhead Line shall be located in the area described in Article 2.5 below.

2.4 Annual License Fee.

(a) Licensee shall pay an initial license processing fee of $2,500.

(b) Licensee shall pay City an Annual License Fee (the "Annual Fee") in the amount of $2.80 per square foot, payable on or before December 31st of each year, which amount shall be increased by the increase in the average Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics for the Phoenix Area over the prior 12 months. The Annual Fee for the period between the Effective Date of this License and December 31, 2024 shall be pro-rated. The Annual Fee is subject to late payment charges as described in Article 2.4.c.

(c) Licensee shall pay a late payment fee on any charges that are received after the due date. Late payment fees will be the late payment charge percentage rate calculated by the United States Department of the Treasury and published quarterly in the Federal Register; provided that the late payment fee percentage rate shall not be less than 0.5 percent per month. The late payment fee percentage rate applied on an overdue payment shall remain in effect until payment is received. The late payment rate for a 30-day period shall be determined on the day immediately following the due date and shall be applied to the overdue payment for any portion of the 30-day period of delinquency. In the case of partial late payments, the amount received shall first be applied to the late charge on the overdue payment and then to the overdue payment.

(d) Licensee shall pay any federal, state or local taxes assessed on, or attributable to, their facilities located in the License Area.

2.5 Licensee Facilities. Licensee shall have the right, at its expense, to install, maintain, repair, replace, operate and remove an Overhead Line over the License Area, which Overhead Line shall be owned and operated by Licensee. Any co-location or use of the Overhead Line installed over the License Area by any entity other than Licensee is prohibited. In addition to complying with the requirements set forth in Article 2.3 above, Licensee agrees that its power pole supporting the Overhead Line on Licensee's side of Sarival Avenue (the west side) shall be located inside its BESS perimeter wall, which wall shall not be located within: (i) the additional right-of-way Licensee is required to dedicate for any turn-lanes or driveways into Licensee's Property; (ii) the additional right-of-way Licensee required for the full build-out of the full half-street improvements for the western half of the section of Sarival Avenue adjacent to Licensee's property; and (iii) any public utility easement Licensee is required to dedicate to the City. Licensee further agrees that Licensee's power pole supporting the Overhead Line that will be located on the APS side of Sarival Avenue (the east side) shall be located east of APS's two existing power poles. Licensee is prohibited from cutting into the Sarival Avenue pavement for any reason. Licensee must obtain written consent from City prior to modifying the location of the Overhead Line within the License Area.

2.6 City Rights in License Area.

(a) There is reserved to City the prior and superior right to use any of the License Area for the purposes described herein, and Licensee agrees that its use of the License Area shall not interfere with City's prior and superior right to use the License Area or the future expansion of the west-half of Sarival Avenue to its ultimate buildout for a Minor Arterial as set forth in City's Engineering Design Standards and Policies Manual. If City determines that the Facilities or Licensee's use of the License Area will interfere with City's use of License Area for the purposes described herein or for the future expansion of the west-half of Sarival Avenue to its ultimate buildout for a Minor Arterial as set forth in City's Engineering Design Standards and Policies Manual, Licensee shall, at Licensee's sole cost and expense, remove and or relocate its the power pole and Overhead Line to comply with the requirements set forth in 2.5 above.

(b) There is also reserved to City the right of its officers, agents, employees, licensees and permittees, at all proper times and places, freely to have ingress to, passage over, and egress from the License Area for the purpose of exercising, enforcing and protecting the rights reserved herein.

(c) City reserves the right to inspect all operations of Licensee or its agents within the License Area, under the terms of this License.

2.7 Access. Except in the case of an emergency that presents a risk to the public, Licensee or its Contractor shall obtain traffic control permits before undertaking any construction, maintenance, repair activities, or other work authorized under this License that will require the closure of any City street or the restriction of access to any City right-of-way, which includes sidewalk closures. Licensee shall comply with the terms of the traffic control permits issued by the City. Licensee shall cooperate with City during any and all construction and

maintenance activities to ensure the safety of the traveling public, including both vehicular and pedestrian traffic, and to reasonably preserve the uninterrupted ability of the public to travel on Sarival Avenue. Licensee is solely responsible for the costs of obtaining all required traffic control permits and all traffic safety, diversion, and management activities associated with the issuance of such permits, including but not limited to the deployment of on or off duty City police officers.

2.8 Licensee is responsible for all damages to City structures and facilities and to any other City property, or any property under the control or custody of City, its agents and assigns, that may be caused by the operation and maintenance of Licensee's Facilities or Licensee's uses under this License. License shall post a performance bond in a form acceptable to the Goodyear City Attorney or his designee as a means of assuring Licensees obligations under this License. The bond shall be in place for the term of the License and shall provide coverage in the amount of at least $5 million per occurrence. Licensee shall reimburse City for the difference between the amount of the damages and the amount of the bond if the bond provided does not fully cover the costs of damages to City structures, facilities and/or property under the control or custody of City.

2.9 Licensee shall, to the fullest extent of the law, defend, indemnify, and hold harmless the Indemnitees against any and all Claims asserted against, incurred by or imposed upon any Indemnitee for bodily injury, personal injury, (including death), 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 Licensee, its employees, agents, representative, and any entity (including their respective employees, agents, independent contractors, and representatives) in the exercise of any of the rights, obligations, responsibilities and/or performance under this License. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of a failure to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the gross negligence or intentional wrongdoing of the Indemnitee, be indemnified by Licensee from and against any and all Claims. It is agreed that Licensee will be responsible for primary loss investigation, defense, settlement, and judgment costs where this indemnification is applicable. In consideration of the granting of this License, Licensee agrees to waive all rights of subrogation against the Indemnitees for claims and losses subject to indemnification hereunder.

2.10 Insurance. Licensee shall procure and maintain during the term of this License and any extensions thereof, primary (non-subrogation) work insurance purchased from an "A-" rated or better insurer with the following specified limits:

(a) Workers Compensation insurance as required by Arizona law, and Worker's Compensation Employer's Liability in the amount of Three Million Dollars ($3,000,000).

(b) Commercial General Liability insurance including bodily injury, property damage, personal injury, products and completed operations and contractual liability with the with limits of Ten Million Dollars ($10,000,000) per occurrence and aggregate.

(c) Business Automobile Liability Insurance with a limit of Three Million Dollars ($3,000,000) per occurrence and aggregate.

(d) Umbrella Excess Liability Insurance with a limit of Three Million Dollars ($3,000,000) per occurrence and aggregate.

All of the insurance coverages required above shall be primary and non-contributory and shall name City, its officers, officials, agents, and employees as additional insureds on the specified insurance and provide City with a valid Certificate of Insurance and additional insured endorsements prior to signing of this License.

3. City Authority to Stop Work. City shall have the right to stop any construction work of Licensee or its Contractor if, after inspection, City determines:

(a) Terms of applicable permits issued by City are being violated, or

(b) That unsafe conditions exist which may jeopardize the safety of City, Licensee, Licensee's Contractor, or the public, or

(c) That proceeding with construction work is likely to physically damage structures or property managed or controlled by City.

4. Licensee Responsibilities.

(a) Licensee is responsible for ensuring that the engineering plans and specifications for the construction of its improvements, including the installation of the Overhead Line, meet all applicable Development Regulations. The fact that City staff reviews Licensee's plans does not relieve Licensee of the requirements of this provision.

(b) Prior to undertaking any work within the License Area or within any private property, including Licensee's property, Licensee or its Contractor shall obtain all permits required by City for such work and shall comply with all terms and conditions of such permits.

(c) Licensee shall ensure its Contractor takes all measures necessary to provide City access to Sarival Avenue during the entire construction period. Licensee or its Contractor shall comply with all City requirements applicable to undertaking any work within City streets. Prior to closing any City-street or restricting access to any City right-of-way, which includes sidewalk closures, Licensee or its Contractor shall obtain a traffic control permit from City. An application for a traffic control permit along with all documentation required by City for the issuance of a traffic control permit shall be submitted a minimum of five days prior to any proposed vehicular of pedestrian travel restriction and a minimum of four weeks prior to a proposed road closure.

(d) Licensee or its Contractor shall provide City with financial assurances required by applicable Development Regulations in connection with the issuance of any permit Licensee or its Contractor is required to obtain.

(e) Licensee shall ensure its Contractor complies with the terms of all permits it receives from City, including traffic control permits.

5. Safety Representative. Licensee shall appoint a Safety Representative for any and all installation work performed pursuant to this License, and shall notify City of the identity and contact information for the Safety Representative. This Safety Representative shall be competent, experienced, and knowledgeable in supervision of the safety aspects for any work performed pursuant to this License. The Safety Representative shall be available to City for communication at all times (24 hours per day, 365 days per year, with no exceptions for weekends or Holidays) during the initial construction of the Overhead Line, from initial permitting to final City inspection and approval. The Safety Representative will provide written notice to City confirming the completion of installation of the Overhead Line, and identifying the Maintenance Representative, as defined below, to City. Licensee shall promptly and subsequently notify City in writing if a different Safety Representative is appointed or if there are changes in the address or phone number of the Safety Representative.

(a) Licensee's current Safety Representative is:

Dennis Fitch
HV Lead
(480) 258-9627
Denis.fitch@nexteraenergy.com

6. Safety Standards. Licensee shall comply with current OSHA safety standards. If there is a conflict within any of these safety standards, Licensee shall comply with the most stringent standards while working within the License Area.

7. Community Interest. Licensee, at its expense, shall be solely responsible to resolve any issues or disputes with interested persons, including neighborhood associations, concerning location, zoning, compatibility with existing or planned uses of adjoining lands, aesthetics or any other issues or disputes relating to Licensee's use of the License.

8. Maintenance.

(a) Licensee shall use said premises for the purposes stated herein and agrees that in the use of said premises it shall maintain its Facilities in a good and workman like manner, and shall insure compliance with the laws of the State of Arizona, and with the laws and regulations of any other applicable governmental body.

(b) Licensee shall monitor the Overhead Line remotely 24 hours a day every day from a Remote Operations Center. In the event of a power or structural failure of the Overhead Line, Licensee shall immediately shut down power to the Overhead Line, automatically and/or remotely, and shall not restore power to the Overhead Line until all necessary repairs have been made to the Overhead Line.

(c) Licensee currently operates a staffed maintenance facility thru its parent entity's Power Generative Division in the city, located at 650 N 137 Ave., Suite 170, Goodyear AZ, 85338. Licensee shall maintain a staffed maintenance facility within twenty miles of the

Overhead Line at all times during the Term of this License. Licensee shall identify a Maintenance Representative for any routine maintenance or emergency repair work performed pursuant to this License, and shall notify City of the identity and contact information for the Maintenance Representative. The Maintenance Representative shall be available to City for communications, and maintenance and repairs, at all times (24 hours per day, 365 days per year, with no exceptions for weekends or Holidays). This Maintenance Representative shall be competent, experienced, and knowledgeable in supervision of the safety aspects for any routine maintenance or emergency repair work performed pursuant to this License. The Maintenance Representative shall provide a written report to City annually summarizing Maintenance activities on the Overhead Line for that period. Licensee shall promptly and subsequently notify City in writing if a different Maintenance Representative is appointed or if there are changes in the address or phone number of the Maintenance Representative.

(i) Licensee's current Maintenance Representative is:

Dennis Fitch
HV Lead
(480) 258-9627

Denis.fitch@nexteraenergy.com

9. Removal. Upon termination or expiration of the License, Licensee shall, at its sole expense, remove the Overhead Line, and restore the License Area to the satisfaction of City within ninety (90) days after the termination or expiration of this License. Licensee shall also procure and maintain during the term of the License, a surety bond to insure the timely removal of the Overhead Line and/or equipment from the License Area in accordance with this Article 9. The bond shall be for an amount not less than $1,000,000, and shall name City as the Obligee. The bond required herein shall be obtained and provided to the City prior to the installation of the Overhead Line. The amount of the bond shall be increased as necessary during the term of the License to account for increased removal and restoration costs. Licensee shall not terminate this removal bond without the consent of City. If the Overhead Line and/or equipment are not removed from the License Area within 90 days after the expiration of the License, City may notify the surety company and request the removal of the Overhead Line and/or equipment within 90 days or remove the Overhead Line and/or equipment itself and seek reimbursement by forfeiture of the bond penalty. Any fees associated with City's removal of Licensee's improvements and site restoration will be the responsibility of Licensee. This provision shall survive the expiration or earlier termination of the License.

10. Hazardous Materials. Licensee shall comply with all applicable federal, state, and local laws and regulations, and City's policies and directives, existing or hereafter enacted or promulgated, concerning any hazardous material that will be used, produced, transported, stored or disposed of on or in City owned lands.

(a) "Hazardous material" means any substance, pollutant or contaminant listed as hazardous under the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C.§§ 9601, et seq., and the regulations promulgated pursuant to that Act.

(b) Licensee shall not allow contamination of lands or facilities owned by City by hazardous materials, thermal pollution, solid waste, refuse, garbage, sewage effluent, industrial waste (including, but not limited to product containers, surface preparation abrasives and residues, and coatings, paints and primers), petroleum products, mine tailings, mineral salts, pesticides (including, but not limited to, the misuse of pesticides), pesticide containers or any other pollutants.

(c) Licensee shall immediately report to City any event which may or does result in a spill, pollution or contamination adversely affecting City owned lands or facilities.

(d) Licensee shall appoint an Environmental Representative for any work performed or land uses pursuant to this License, and shall notify City of the identity and contact information of the Environmental Representative. This Environmental Representative shall be competent, experienced, and knowledgeable in supervision of the environmental aspects, including environmental hazard aspects, for any work performed or land uses pursuant to this License. Licensee shall promptly and subsequently notify City in writing if a different Environmental Representative is appointed or if there are changes in the address or phone number of the Environmental Representative.

(i) Licensee's current Environmental Representative is:

Dennis Fitch
HV Lead
(480) 258-9627

Denis.fitch@nexteraenergy.com

(e) Violation of any of the provisions of this Article 10 shall constitute grounds for immediate termination of this License and shall make Licensee liable for the cost of full and complete remediation and/or restoration of any City owned lands or facilities that are adversely affected.

(f) Licensee agrees to include the provisions contained in Article 9 of this License in any subcontract or third-party contract it may enter into pursuant to the License.

11. This License shall automatically terminate upon the occurrence of any of the following:

(a) if the Overhead Line that is to be installed over the License Area has not been completed and in operation by January 31, 2026, or

(b) An entity other than Licensee is operating the Overhead Line installed over the License Area.

12. Assignment and Revocation. This License is not assignable.

13. Termination and Opportunity to Cure. This License shall terminate at or upon:

(a) Expiration of the Term as provided in Article 2.2 or the occurrence of either of the events set forth in Article 11.

(b) Violation of any of the terms of the license and/or covenants set out herein.

(c) Official abandonment of the Licensed Area by Licensee.

(d) Failure of Licensee to use this License for the purpose granted herein, or for nonuse of the License for any continuous two (2) year period.

(e) The co-location on or use of the Facilities by any third party.

(f) Any unauthorized use of City owned property is prohibited and is grounds for immediate termination of the permission granted herein.

(g) Failure of Licensee to remove and/or relocate its Facilities per Article 2.5.

(h) Failure of Licensee to automatically shut down power to the Overhead Line following a power or structural failure of the Overhead Line or poles to which the Overhead Line is attached.

In the event City wishes to terminate the License for any reason aside from the reasons set forth in Article 13(a) above or 13(h) above, City shall provide written notice to Licensee of the cause for the termination, and, except as provided herein, City shall allow Licensee sixty (60) days to cure the stated cause. Licensee may request additional time to cure in writing to City, which City shall evaluate on a commercially reasonable basis. The right to cure provided for herein shall not apply if the City terminates the License because Licensee failed to automatically shut down power to the Overhead Line following a power or structural failure of the Overhead Line.

14. Sarival Avenue Access.

(a) Licensee or its Contractor shall take all measures necessary to provide City access to Sarival Avenue during the entire construction period. Licensee or its Contractor shall comply with all City requirements applicable to undertaking any work within City streets, including obtaining a traffic control permit before undertaking any work that restricts or closes a City-street. An application for a traffic control permit shall be submitted a minimum of four weeks prior to undertaking any work within a City-street, which shall include a road closure/restriction plan and all other documentation required by City. Licensee or its Contractor shall comply with the terms of all permits it receives from City, including traffic control permits.

(b) Licensee is responsible for ensuring its Contractor removes all construction debris from Sarival Avenue. If Licensee's Contractor fails to remove construction debris from Sarival Avenue, City may remove such debris at the expense of Licensee. City shall bill Licensee for the costs of such removal and Licensee shall reimburse City for such costs within 30 days of the date of City's invoice.

(c) Licensee or its Contractor is responsible for complying with all applicable regulations during its construction operations, including but not limited to, the use of temporary fencing and guarding of all areas that are required to remain unfenced, and obtaining all permits required for the closure and/or restriction of access to public right-of-way.

15. Limitation to License Area. City property shall not be utilized for parking, maintenance, or fueling of construction equipment, unless specific consent is provided by City, which consent shall be at the sole discretion of the City Engineer or his designee. To obtain this consent, Licensee or its Contractor shall submit, and obtain approval on, a plan to accommodate these activities.

16. Entire Agreement and Waiver. This License and the exhibits referred to herein and attached hereto, constitute the sole and entire agreement between the Parties with respect to the matters covered herein and supersede any prior or contemporaneous agreements, understandings or undertakings, written or oral, by or between the Parties and/or by or between any of the Parties and any third parties regarding the matters covered herein.

17. Amendments. In order for an amendment of this License to become effective, the Party seeking the amendment shall submit its proposed amendment in writing to the other Party for review. To be effective, amendments shall be approved by the Goodyear City Council, signed by the Parties and attached to this License as an addendum. Amendments shall also be recorded in the Official Records of Maricopa County within ten (10) days after execution.

18. Conflicts of Interest. This License is subject to the provisions of A.R.S. § 38-511 and may be terminated by City in accordance with such provisions.

19. Notices and Filings. Any and all notices, filings, approvals, consents or other communications required or permitted by this License shall be given in writing and personally delivered or sent by registered or certified mail, return receipt requested, postage prepaid, addressed as follows:

The City:
City of Goodyear
Attn: City Manager
1900 North Civic Square Goodyear, Arizona 85395

The Licensee:
Pluto Energy Storage, LLC
c/o Andrew Fritsch
Senior Attorney – Real Estate
700 Universe Blvd.
Juno Beach, FL 33408

copy to:
City of Goodyear
Attn: Director of Engineering
1900 North Civic Square
Goodyear, Arizona 85395

copy to:
Gammage & Burnham, PLC
Attn. Ashley Marsh, Esq.
40 North Central Avenue, 20th Floor
Phoenix, Arizona 85004

copy to:
City of Goodyear Attn: City Attorney
1900 North Civic Square Goodyear, Arizona 85395

or to any other addresses as any of the Parties hereto may from time to time designate in writing and deliver in a like manner. Notices, filings, consents, approvals and communications shall be deemed to have been given as of the date of delivery if hand delivered, four (4) days following deposit in the U.S. Mail, postage prepaid and addressed as set forth above, or upon receipt (or refusal of service) if delivered by a nationally-recognized overnight delivery service, e.g., FedEx, UPS, or DHL.

20. No Agency or Partnership. Neither City nor Licensee are acting as the agent of the other with respect to this License, and this License shall not be deemed to create a partnership, joint venture, or other business relationship between City and Licensee.

21. Third Parties. There are no third-party beneficiaries to this License.

22. Business Days. If the last day of any time period stated in this License or the date on which any obligation to be performed under this License shall fall on Saturday, Sunday or legal holiday, then the duration of such time period or the date of performance, as applicable, shall be extended so that it shall end on the next succeeding day which is not a Saturday, Sunday or legal holiday.

23. Defaults and Remedies. Any Party shall be in default under this License ("Default") if it fails to satisfy any term or condition as required under this License within thirty (30) business days following written notice from the other Party ("Notice"); provided, however, that the Notice shall set forth the specific reasons for the determination that the Party has failed to satisfy any term or condition hereof. A Party shall not be in Default if the Party commences to cure any deficiencies within thirty (30) business days of receipt of Notice (or such other time period as agreed upon in writing by the Parties) and cures such deficiencies within a reasonable time thereafter.

24. No Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by City or Licensee of the breach of any covenant or condition of this License shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this License.

25. Mediation. If a dispute arises out of or related to this License, or breach thereof, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request a presiding judge of the Superior Court to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool. The terms of this Article 25 shall survive the expiration or earlier termination of this License.

26. WAIVER OF JURY TRIAL. UNLESS EXPRESSLY PROHIBITED BY LAW, CITY AND LICENSEE KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS AGAINST THE OTHER PARTY, ARISING OUT OF OR RELATING TO THIS LICENSE AND/OR THE TRANSACTIONS IT CONTEMPLATES, AND AGREES THAT ANY AND ALL ACTIONS OR OTHER LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS LICENSE, THE TRANSACTIONS IT CONTEMPLATES,

AND/OR THE WORK PERFORMED PURSUANT TO THIS LICENSE SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY. THIS WAIVER APPLIES TO ANY ACTION OR OTHER LEGAL PROCEEDING, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. EACH PARTY ACKNOWLEDGES THAT IT HAS RECEIVED THE ADVICE OF COMPETENT COUNSEL. The terms of this Article 26 waiving the right to a jury trial shall survive the expiration or earlier termination of this License.

27. Headings. The headings contained in this License are for convenience in reference only and are not intended to define or limit the scope of any provision of this License.

28. Fair Interpretation. The terms and provisions of this License represent the result of negotiations between the Parties, each of which has had the opportunity to consult with counsel of their own choosing and/or has been represented by counsel of their own choosing, and none of whom has acted under any duress or compulsion, whether economic or otherwise. Consequently, the Parties agree the terms and provisions of this License shall be construed according to their usual and customary meanings, and the Parties each hereby waive the application of any rule of law (common law or otherwise) that ambiguous or conflicting terms be resolved against the Party who prepared, or whose attorney prepared, the executed License or any earlier draft of same. The terms of this Article 28 shall survive the expiration or earlier termination of this License.

29. Choice of Law, Venue and Attorneys' Fees. In any dispute under this License, the successful Party shall be entitled to collect from the other Party its reasonable attorneys' fees, and other costs as determined by a Court of competent jurisdiction. The Parties agree that any dispute, controversy, claim or cause of action arising out of or related to this License shall be governed by the laws of the State of Arizona. The Parties further agree that the venue for any dispute, controversy, claim or cause of action arising out of or related to this License shall be Maricopa County and that any action filed shall be heard in a court of competent jurisdiction located in Maricopa County. The Parties expressly waive the right to object, for any reason, to the venue of Maricopa County. The terms of this Article 29 shall survive the expiration or earlier termination of this License.

30. Survival Clause. All provisions in this License that logically ought to survive the expiration or earlier termination of this License shall survive the expiration or earlier termination of this License. This includes by way of example: all provisions imposing obligations that will not be triggered until the License is terminated, all indemnification provisions; all limitation of remedies and damages provisions; and all provisions waiving claims. The fact that certain provisions in this License expressly state that such provisions shall survive the expiration or earlier termination of this Agreement shall not be construed as limiting the application of the Survival Clause set forth in this Article 30 to other provisions in the License.

31. Pronouns. All pronouns contained herein, and any variations thereof, shall be deemed to refer to the masculine, feminine or neutral, singular or plural, as to the identity of the parties hereto may require.

32. Recording. No later than ten (10) days after this License has been executed by City and Licensee, it shall be recorded by City in the official records of Maricopa County, Arizona. City

shall only record this License against the License Area, and not against Licensee Property, notwithstanding references in this License to Licensee's Property. If City fails or refuses to record this License, Licensee may cause this License to be recorded.

33. Authority. The Parties to this License represent to each other that they have full power and authority to enter into this License and the individuals signing on behalf of each Party is duly authority to bind such Party.

34. Counterparts. This License may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. A manually signed copy of this License delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this License provided however, Licensee shall deliver an original to City for recordation in the Official Records of Maricopa County.

35. Page Numbering. The page numbering of this License is exclusive of the Exhibits attached hereto.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this License the Parties have caused this License to be executed by their duly appointed representatives.

[Signatures of the Parties and Exhibits Appear on the Following Pages]

CITY OF GOODYEAR,
an Arizona municipal corporation:

_____
By: Wynette Reed
Its: City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024 by Wynette Reed, the City Manager of the City of Goodyear, an Arizona municipal corporation, for and on behalf of the said municipal corporation.

_____
Notary Public

My Commission Expires: _____

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

LICENSEE:

PLUTO ENERGY STORAGE, LLC,
a Delaware limited liability company

By: _____
Name: Anthony Pedroni
Its: Authorized Signatory

STATE OF Florida)
) ss.
County of Palm Beach)

The foregoing instrument was acknowledged before me this 19 day of August 2024, by Anthony Pedroni the Authorized Signatory of PLUTO ENERGY STORAGE, LLC, a Delaware limited liability company who acknowledged that he signed the foregoing instrument on behalf of Licensee, PLUTO ENERGY STORAGE, LLC, a Delaware limited liability company.

_____
Notary Public

BIANCA BLAKESLEE
Notary Public - State of Florida
Commission # HH 331342
My Comm. Expires Jan 30, 2027
Bonded through National Notary Assn.

My Commission Expires: 1-30-2027

[Exhibits Appear on Following Pages]

EXHIBIT A

Legal Description of the License Area

DESCRIPTION FOR RIGHT-OF-WAY CROSSING PERMIT
SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA

A portion of the Right-of-Way of Sarival Avenue, situated in the Southwest quarter of Section 19, Township 1 North, Range 1 West and the Southeast quarter of Section 24, Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, being more particularly described as follows:

COMMENCING at the Southeast corner of said Section 24, being marked with a brass cap in a handhole, said point being South 00 degrees 00 minutes 00 seconds East 2551.24 feet from the West quarter corner of said Section 19, being marked with a brass cap in a handhole;

Thence, along the East line of the Southeast quarter of said Section 24, North 00 degrees 00 minutes 00 seconds West 1376.91 feet to the POINT OF BEGINNING;

Thence South 67 degrees 01 minutes 27 seconds West 59.74 feet to a point on the West Right-of-Way line of said Sarival Avenue;

Thence, along said West Right-of-Way line North 00 degrees 00 minutes 00 seconds East 59.74 feet;

Thence North 67 degrees 01 minutes 27 seconds East 103.49 feet;

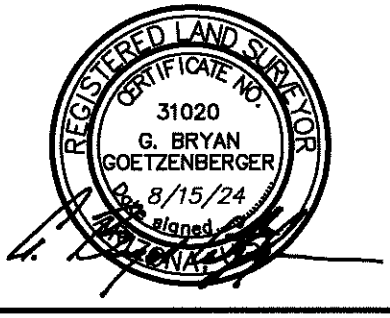
Thence South 89 degrees 23 minutes 05 seconds East 14.72 feet to a point on the East Right-of-Way line of said Sarival Avenue;

Thence, along said East Right-of-Way line, South 00 degrees 00 minutes 00 seconds West 55.00 feet;

Thence North 89 degrees 23 minutes 06 seconds West 3.82 feet;

Thence South 67 degrees 01 minutes 27 seconds West 55.59 feet to the POINT OF BEGINNING.

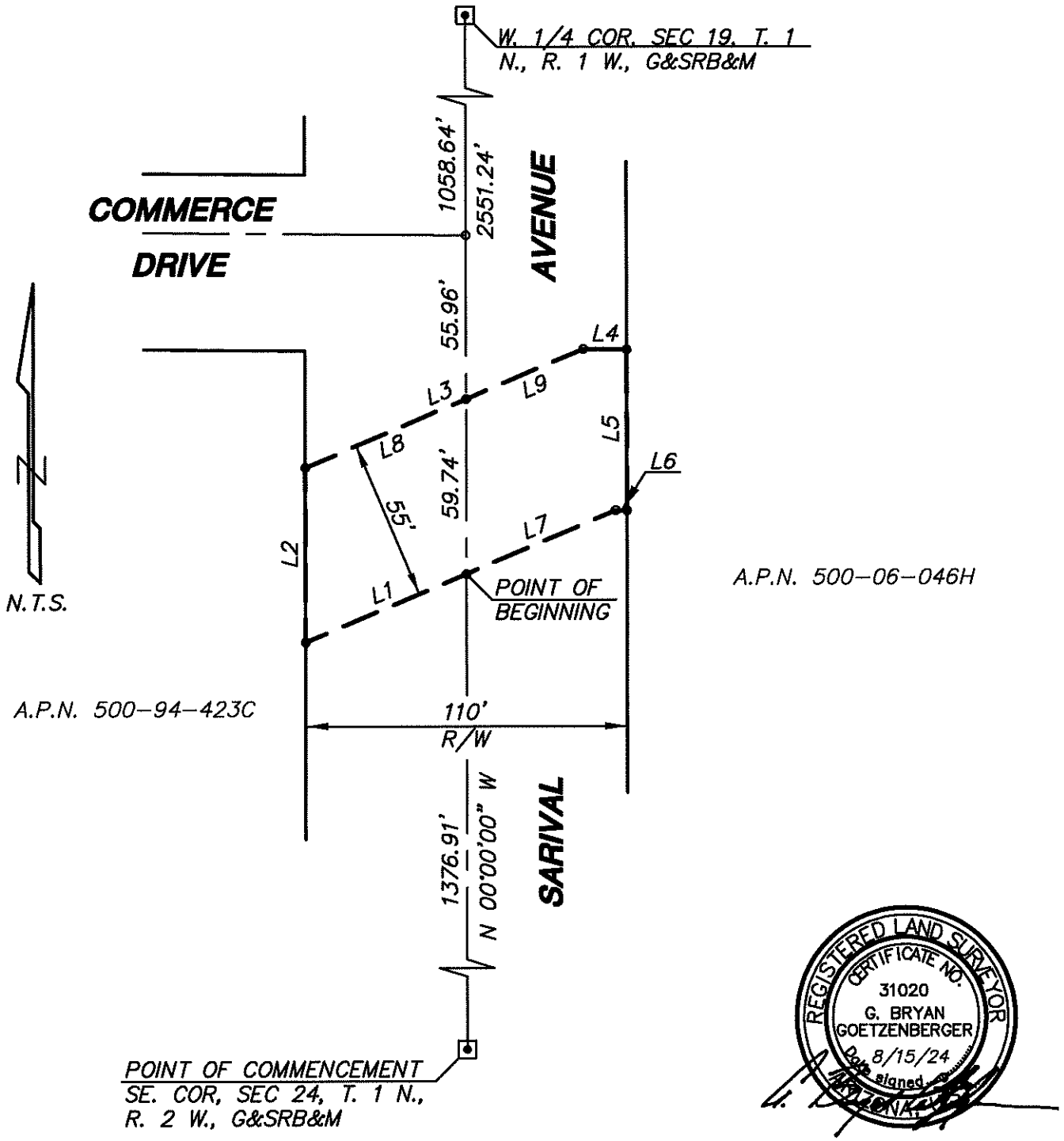
Comprising 0.150 acres or 6,527 square feet, subject to all easements of record.



JOB NO.: 230847		
SECTIONS: 19	24	
TOWNSHIP: 1 NORTH	1 NORTH	
RANGE: 1 WEST	2 WEST	
DATE: AUGUST 15, 2024		
SHEET 1 OF 3		

ALLIANCE LAND SURVEYING, LLC
7900 N. 70th AVENUE
SUITE 104
GLENDALE, AZ 85303
TEL (623) 972-2200
FAX (623) 972-1616
www.alliancelandsurveying.com
contactus@azals.com

EXHIBIT FOR RIGHT-OF-WAY CROSSING PERMIT
SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA

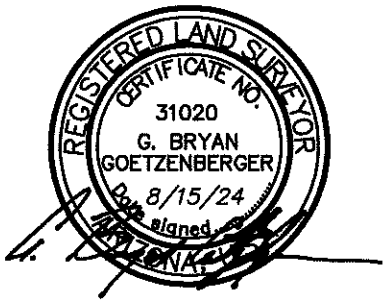


JOB NO.: 230847
SECTIONS: 19 24
TOWNSHIP: 1 NORTH 1 NORTH
RANGE: 1 WEST 2 WEST
DATE: AUGUST 15, 2024
SHEET 2 OF 3

ALLIANCE LAND SURVEYING, LLC
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LINE TABLE FOR RIGHT-OF-WAY CROSSING PERMIT
SARIVAL AVENUE, CITY OF GOODYEAR, ARIZONA

LINE	BEARING	DISTANCE
L1	S 67°01'27" W	59.74'
L2	N 00°00'00" E	59.74'
L3	N 67°01'27" E	103.49'
L4	S 89°23'05" E	14.72'
L5	S 00°00'00" W	55.00'
L6	N 89°23'06" W	3.82'
L7	S 67°01'27" W	55.59'
L8	N 67°01'27" E	59.74'
L9	N 67°01'27" E	43.75



JOB NO.: 230847
SECTIONS: 19 AND 24
TOWNSHIP: 1 NORTH 1 NORTH
RANGE: 1 WEST 2 WEST
DATE: AUGUST 15, 2024
SHEET 3 OF 3

ALLIANCE LAND SURVEYING, LLC
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ITEM #: 17.
DATE: 08/26/2024
AI #:1931

CITY COUNCIL ACTION REPORT

SUBJECT: EL CIDRO 9TH RESTATED PAD (WILLOW AT EL CIDRO)

STAFF PRESENTER(S): Christian Williams, Planning Manager

OTHER PRESENTER(S):

Alex Hayes, Withey Morris Baugh PLC

SUMMARY

This is a Public Hearing to rezone approximately 583.33 acres generally located at the southwest corner of Lower Buckeye Road and the 169th Avenue Alignment from Planned Area Development (PAD) to PAD, the El Cidro 9th Restated Planned Area Development (May 2024), specifically amending a 42.4-acre portion from the Low Density Residential land use designation (2-4 DU/AC) to the land use designations of Low Density Residential 5 (LDR-5), Medium Density Residential A (MDR-A) and Multi Family Residential (MFR) and clarifying development standards within the PAD.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT ORDINANCE NO. 2024-1601, CONDITIONALLY REZONING APPROXIMATELY 583.33 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND THE 169TH AVENUE ALIGNMENT (S. CANYON TRAILS BLVD.) TO THE EL CIDRO 9TH AMENDED PLANNED AREA DEVELOPMENT (MAY 2024); PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE (Christian M. Williams, AICP, Planning Manager).

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

This property was originally annexed into the City of Goodyear in 2000 (Annexation 00-731) as part of the larger El Cidro project and the zoning at that time was changed from County RU-43 to Goodyear Agricultural / Urban (AU).

In 2007, the property was zoned Planned Area Development (PAD) (Ordinance 2007-1060) with Parcel 4 being designated for residential single family detached homes with lot sizes starting at 60'x120' (LDR1, 7,200 square foot lots).

In 2008, the City Council further amended the El Cidro Final PAD by increasing the number of permitted residential lots in various parcels, reconfiguring the boundaries of approximately 47.62 acres of planned commercial and industrial land uses, increasing the size of the commercial parcel at Elwood Street and Cotton Lane, and changing the land use designation for the parcel at Cotton Lane and the UP/SP Railroad was changed from Commercial to Industrial.

In 2010, the City Council further amended the El Cidro Final PAD by adopting the El Cidro Planned Area Development Amended March 24, 2010 to include an additional 20 acres in the PAD designated as commercial, revising parcel numbers, creating a new Multi-Use land use category, reconfiguring and modifying existing land uses for several parcels, and zoning the adjacent city-owned property.

In 2013, the City Council further amended the El Cidro Final PAD to change the land use designation from Commercial to Industrial for Parcel 10, located on the west side of Cotton Lane between Elwood Street and Commerce Drive, and a portion of Parcel 13 located adjacent to and west of Parcel 10.

In 2015, the City Council further amended the El Cidro Final PAD to modify the side setbacks from five feet and 10 feet (15 feet total) to five feet and five feet (10 feet total) for Parcels 1A and 1D generally located in the area south of Lower Buckeye Road and east of Citrus Road.

In 2017, the City Council further amended the El Cidro Final PAD to (1) increasing the maximum lot coverage standard in the Low Density Residential land use categories from 45% to 55% in LDR1; from 45% to 60% in LDR2; and from 45% to 50% in LDR3; and (2) revise the boundaries between Parcels 1D, 1E, and 2 to conform to the platting of these parcels.

In 2018, the City Council amended the El Cidro Final PAD to reduce the rear yard setback from 20 feet to 18 feet in Parcel 1D Phase 1 within the LDR2 residential land use category for single story homes.

In 2018, the City Council amended the PAD to consolidate all applicable stipulations of approval from previous rezonings, (ii) modified the rear yard setbacks for the LDR2 and LDR3 land use categories by reducing the rear yard setback from 20 feet to 18 feet for single story homes, (iii) modified the side yard setbacks for the LDR1 and LDR3 land use categories by reducing the side yard setbacks from 5 feet and 10 feet to 5 feet and 5 feet, and (iv) modified the maximum lot coverage for the LDR1 and LDR3 land use categories by increasing the maximum lot coverage from 50% and 55% to 60%. However, due to the overlapping reviews of the 2018 amendments, errors were caused on the city owned property from a land use district perspective, which this amendment seeks to correct.

In 2019, the City Council adopted Ordinance No. 2019-1446, which removed a portion of the property subject to the El Cidro PAD by adopting a separate PAD known as the Vita at El Cidro PAD, changing the land use designation of a portion of Parcel 4 to multi-family residential.

In 2023, the City Council adopted Ordinance No. 2023-1598, which removed a portion of the property subject to the El Cidro PAD by adopting a separate PAD known as Logistics 85, changing the land use designation of Parcel 7 to Industrial.

STAFF ANALYSIS

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

Details of the Request:
The proposed request seeks to amend the El Cidro PAD by adopting the 9th Amended El Cidro PAD, which modifies the land use designation of a 42.3-acre portion of the property within the El Cidro PAD identified as Parcel 4 on the land use plan from Low Density Residential 1 (LDR1 2-4 DU/AC) to allow for the development to be known as the Willow at El Cidro by creating three new land use districts Low Density Residential 5 (LDR-5), Medium Density Residential A (MDR-A) and Multi Family Residential (MFR) and adopting development standards and other rules, regulations and requirements applicable to development within the Willow at El Cidro. Additionally, the rezoning clarifies the land use districts applicable to city owned property and it restate the El Cidro PAD by incorporating all the prior changes, including the removal of the property rezoned by the adoption of separate Planned Area Development for the Vita at El Cidro and El Cidro Logistics 85,

The results of this rezone from LDR1 (2-4 DU/AC) would increase the overall density of Parcel 4 from a maximum of 168 dwelling units under single family development to a maximum of 463 dwelling units under the mixed-use proposal. This amendment would create a single family detached (LDR5) area, single family attached (MDRA) area and a multi-family (MF-18) area.

As part of this application, the applicant is creating an underlying zoning based on the city of Goodyear established zoning districts and requesting deviations to those minimum lot sizes (LDR5 and MDRA), minimum lot depths and rear setbacks (LDR5), minimum lot widths (MDRA) and building heights (MF-18). Tables 3 and 4 show the proposed deviations to the development standards compared to the typical city standards.

Table 3 – Single-Family Development Standards

Land Use Districts	R1-4	LDR5	R1-A	MDRA
Underlying Zoning Districts		R1-4		R1-A
	City Standard	Amended PAD Standard	City Standard	Amended PAD Standard
Minimum Lot Area (sf)	4,500	**4,000**	2,800	**2,400**
Minimum Lot Width (ft.)	45	45	35	**30**
Minimum Lot Depth (ft)	100	**90**	80	80
Maximum Building Height (ft)	30	30	30	30
Maximum Building Coverage	60%	60%	75%	75%
Minimum Setbacks				
Front (ft)[1, 2]	10	10	10	10
Garage (ft)	20	20	20	20
Side (ft)[3]	5	5	0	0
Total Sides (ft)[3]	15	15[5]	0	0
Street Side (ft)[4]	10	10	10	10
Rear (ft)	20	**15**	15	15
Open Space (% of Net Area)	15%	15%	15%	15%

1 Front setback shall be measured to patios, livable space, and side entry garages.

2 Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.
3 Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.
4 Where a minimum 10-foot-wide landscape tract is provided, the typical side setbacks, rather than the Street Side setback applies.
5 Total of both sides setback may be reduced to 10 feet subject to the requirements as provided in Section 3-2-3-D.

Table 4 – Multi-Family Development Standards

Land Use Districts	MF-18	MFR
Underlying Zoning Districts		MF-18
	City Standard	Amended PAD Standard
Maximum Density (Du/Ac)	18	**19.9**
Minimum Lot Width (ft.)	200	200
Minimum Lot Depth (ft)	N/A	N/A
Maximum Building Height (ft)	30	**40**
Accessory building (ft)	12	12
Maximum Building Coverage	50%	50%
Minimum Setbacks Front (ft) Side (ft) Total Sides (ft) Street Side (ft) Rear (ft)	 30 30 60 30 30	 30 30 60 30 30
Minimum Setbacks from SF Residential Zoning Building Height 20' Building Height 20'-30' Building Height > 30'	 30' 50' 50' +5' for every 1' > 30'	 30' 50' 50' +5' for every 1' > 30'
Recreation Open Space (SF/DU)	400	400
Private Outdoor Open Space (SF/DU)	60	60

The applicant is requesting deviations from the city's typical development standards in terms of setback reductions, smaller lot sizes. These deviations are supported by additional amenities, connectivity and streetscape. A summary is below, and each item is addressed specifically in the PAD.

- The PAD clarifies how landscaping setbacks are to be measured for each of the use districts.
- Height in the MFR district is limited to 40 feet. It is anticipated that the Loop 303 will be built with an elevated traffic interchange immediately adjacent. The increased height will provide for additional buffering and noise attenuation for the single-family areas to the east.
- The minimum lot depth shall be 90 feet in the LDR5 (single family detached) district.

This reduction in length will be offset by additional common area open space being included in this project as well as additional buffering for the county residences to the east. Minimum park sizes have been codified in the PAD that accompanies this case.

- Minimum lot area of 4,000 square feet in the LDR5 District.
  - As described above, the 90 foot lot depth requires additional active open space, including the proposed 60' wide trail on the eastern perimeter of the Property. The single-family

residential component of Willow at El Cidro shall require a minimum 1.5 acres of active open space within a centralized park. The proposed lot sizes enable home builders to deliver a variety of product to the market while requiring additional community space activation.

- Minimum rear setback of 15 feet in the LDR5 District.
  - Reducing the rear setback by 5 feet will allow for a different product offering. In lieu of private open space, additional community open space shall be required.

- Minimum lot width of 30 feet in the MDRA District.
  - The MDRA District of Willow at El Cidro shall include 2.1 acres of active open space within a centralized park as an offset to reducing the minimum lot width by 5 feet for the attached single-family units.

- Minimum lot area of 2,400 feet in the MDRA District.
  - As described above, the single-family residential component of Willow at El Cidro provides required open space in the form of parks and amenities. This creates an attractive community with a variety of housing options.

Open Space:
Open Space is being provided within each parcel. The applicant has provided the following statement contained in the narrative related to open space.

Conceptual Open Space & Amenities (Overall)
Willow at El Cidro is anticipated to significantly exceed the City's minimum 15% open space requirement for single-family residential development, providing at least 10.3 acres or 39% of the single-family development units (Parcels 4B and 4C) as open space. Open space and amenity programming will be central design features for each development unit within this community. The single-family portion of the project will include two park amenity areas, ensuring that all residents have convenient walkable access to a variety of open space and amenity opportunities.

- Parcel 4B will have a total of 1.5 acres of active open space.
- Parcel 4C will have a total of 2 acres of active open space.
- Additionally, Willow at El Cidro will have a continuous open space buffer around the perimeter of the project, accessible to both the single-family and multi-family portions of the project. This open space buffer will have a minimum width of 50' on the western boundary, 30' on the northern boundary, and 60' on the eastern boundary. The southern boundary is adjacent to the 100' wide power line easement corridor which is being developed as an open space area by the development to the south. Additionally, the open space buffer on the northern, western, and eastern perimeters will feature a continuous pedestrian pathway that will connect to the pathway in the power line corridor to the south, thereby creating a 4.8-acre trail corridor with a nearly 1-mile (4,440 LF) pedestrian trail loop for all residents of Willow at El Cidro to enjoy. This perimeter open space buffer will also serve to provide proper screening and buffering from the adjacent land uses. The trail on the western perimeter will also be available for use by the public with access from the power line easement trail.

Conceptual Open Space & Amenities (Multi-Family)
The multi-family portion of Willow at El Cidro will separately satisfy the City's open space requirements for multi-family residential uses. In addition to having full access and connectivity to the overall community open space amenities outlined above, the multi-family portion of the project will have its own exclusive park amenity area.

- The Multi-Family Common Area will feature open space which shall include a

community pool and cabana facility, a clubhouse, and turf activity.

- Additionally, each of the multi-family units will have a private outdoor open space area of at least 60 SF per DU. This private outdoor open space will be provided in the form of private patios for ground-level units and private balconies for 2nd and 3rd level units.

Pedestrian Connectivity:
The applicant is providing the following for pedestrian connectivity within the Willow at El Cidro project.

- A nearly 1-mile pedestrian trail (and where indicated in the PAD equestrian trails) shall be created in the open space buffer around the north, west, and east perimeters of the project and connecting to the trail in the power line corridor to the south.
- A minimum of six pedestrian connections shall be provided from the interior of the project out to the perimeter trail loop.
- There shall be a minimum of three external pedestrian and equestrian connections to the trail system to ensure connectivity to other regional trails.
- The main park amenity areas within the project shall be connected and accessible to the residents via a series of pedestrian pathways and street sidewalks.

Amenity Features:
The applicant has provided the following information related to amenities within this project. At this time, there is no end developer identified, so the intent is to provide flexibility in design of the amenities while still complying with City of Goodyear standards.

- Willow at El Cidro will implement at least the minimum required number of design elements from the list of options in Table 5 below:

Table 5 – Additional Design Elements

Land Use Districts	LDR5	MDRA
Amenity Elements (Required)	(2)	(2)
Adjacent to Community Amenity		
Additional Open Space		
Additional Internal Park Amenities		
Integrated Commercial		
Additional Amenities		
Connectivity Elements (Required)	(4)	(2)
Infill Development		
Limited Subdivision Perimeter Walls		
Trail System Connections		
Smaller Blocks		
Lot Diversity		
Additional Connectivity Elements		
Streetscapes Elements (Required)	(3)*	(2)
Additional Front Setbacks		
Detached Sidewalks		
Shared or Clustered Driveways		
Alley-Loaded		
Open Space Facing Homes		
Porches & Courtyards		
Paving Material		
Deep Recessed Garages		
Additional Streetscape Elements		

* If Reduced Side Setbacks are implemented a minimum of Four (4) elements shall be required.

Amenity Elements

- There shall be a 1.5-acre (total acreage) neighborhood park with Parcel 4B and a 2-acre (total acreage) neighborhood park within Parcel 4C. The two (2) parks shall be placed in a manner which causes them to be located within a ¼ mile walking distance of all single-family dwelling units within The Willow at El Cidro. One large park totaling at least 3.5 acres may be provided in lieu of the two parks provided above. When two parks are provided it is highly encouraged to connect them via off-street trails.
- A community pool shall be provided in at least one of the park described above. At least one community pool shall be accessible to the single-family dwelling units within The Willow at El Cidro. The community pool shall be provided within the first park developed above unless otherwise approved by the Zoning Administrator.
- Note: The Amenity Elements described above shall be connected to the Eastern Landscape Buffer and Trail via a meaningful trail connection or enhanced off-street detached sidewalk connection.

Connectivity Elements

- The Cotton Lane Greenbelt Trail, Eastern Landscape Buffer and Trail, Northern Landscape Buffer and Trail and the Southern Trail Corridor shall be constructed. The Cotton Lane Greenbelt Trail shall remain unfenced and accessible to the general public.

Streetscape Elements

- A minimum of three (3) of the following elements shall be incorporated into the Preliminary Plat and/or Residential Design Review for the LDR5 portion of the Willow at El Cidro. If Reduced Side Setbacks are implemented a minimum of Four (4) elements shall be required. A minimum of Two (2) of the following elements will be incorporated into the Preliminary Plat and/or Residential Design Review for the MDRA portion of The Willow at El Cidro. All lots shall either front or directly benefit from at least one of the elements below:
    - Provide Detached Sidewalks - 5 and a half-foot wide planter adjacent to all roads in interior of the development with HOA maintained landscape strips and street trees.
    - Provide Paving Materials - Decorative pavers on all driveway of lots that are 45-feet-wide Provide Additional Streetscape Elements – Pavers and/or colored concrete will be used at the three main entrances into the development and maintained by the HOA.
    - Provide Additional front setback. Homes (and all elements of the homes and garages) have a minimum setback of 30-feet.
    - Provide 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.
    - Provide Alley – Loaded Homes. Homes utilize alley loaded garages.
    - Provide Open Space Facing Homes. Homes do not have a traditional front yard but face onto a shared open space or courtyard.
    - Provide 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.
    - Provide 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.

Additional Multi-Family Development Regulations

- Development within the MFR Parcel include color schemes that add visual interest and variation to buildings on the site.
    - At least two (2) base colors and three (3) accent colors/materials shall be used throughout the site. The combination of base colors and accent colors/materials shall be used in a manner which creates a minimum of 4 (four) unique building schemes throughout the site.
    - The color palates that incorporate a variety of colors and not simply shades of grays/browns.
    - A variation in roof height is required.
    - In lieu of a Multi-story buildings (exceeding two stories) steping up and back from the street and adjacent properties (Incorporating a tiered design with one or two-stories in the front and increasing to multiple stories in the rear) the following shall apply:
        - All residential multi-family buildings within 20 feet of the eastern boundary of the multi-family district or landscape setback shall provide at least one (1) pedestrian connection, per building, to the adjacent public or private sidewalk which features

a shaded pedestrian element and all residential multi-family buildings within 20 feet of the Northern Landscape Buffer and Trail shall provide at least one pedestrian connection, per building, to the public or private sidewalk which features a shaded pedestrian element.

- A minimum 15-foot-wide landscape buffer shall be installed along the southern boundary of the MFR Parcel. No buildings, carports, parking spaces or drive aisles/ driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards.

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

1. Consistency with the General Plan.

The Goodyear 2025 General Plan designates the property with the 'Neighborhoods' land use designation.

Goals, Objectives, and Standards within the General Plan that support rezoning of the property for the Willow at El Cidro within a portion of Parcel 4 community are as follows:

Physical Growth & Development

- Goal GD-1. A compatible mix of land uses and diverse destinations that foster a high quality of life with livable and safe neighborhoods with a strong economy that fosters a healthy and sustainable environment.
- Objective CC-5-1. 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-5-1, Policy b. for and encourage a wide variety of housing products to suit the needs of existing and future residents.
- Goal GD-2. Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.
- Goal GD-7. A community that provides for the health and safety of residents and visitors and protects them from the hazards of the natural and man-made environments.
- Standard 27. Residential uses with densities over 12 dwelling units per acre may be considered along arterial roads, interstate corridors, or transit corridors. These developments should have access onto an arterial roadway or be able to access an arterial roadway.

Community & Cultural Development

- Objective CC-2-1. Provide diverse and quality housing products.
- Objective CC-2-1, Policy a. Encourage a mix of quality and compatible housing types consistent with market trends and demand that adequately meets the needs of current and prospective residents and workers.

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

The subject property is relatively flat and devoid of any topography that would hinder development such as washes, hillsides, natural features that may be worthy of preservation, existing protected wildlife, and existence of high voltage power lines or other utilities.

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

Uses and development surrounding the subject property include:

- North – Lower Buckeye Road and the Canyon Trails Subdivision.
- West – City owned property which is zoned for Multi-Use, Commercial and Industrial uses and could be developed accordingly in the future. It is possible that the property may be acquired in the future by ADOT to address their needs.
- East – Unincorporated Maricopa County rural /equestrian lots one acre and larger in size.
- South – 100' power line easement and El Cidro Parcel 5 build to rent homes currently under construction.

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

Luke Air Force Base:

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

Phoenix-Goodyear Airport:

The Willow at El Cidro Parcel 4 does not fall within the noise boundaries for Phoenix Goodyear Airport and airport operations will not be adversely impacted by this development.

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

The applicant has indicated that Goodyear is in high demand for diverse housing products.

6. Demands for public services will be identified and further reviewed during site plan and construction plan review process. The property owner/developer will need to demonstrate public services are available to serve the Property at the time of development. However, preliminary findings on the availability of public services are provided in the following sections.

School Districts:

The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both districts have been notified of the rezoning request.

Fire Response:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #184	4:56	2.28	Fire Station #188	6:40	3.20

Police Response:

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

Streets/Transportation:

The property will be accessed off of Cotton lane and a future frontage road once the freeway is developed on the west side as well as access from Lower Buckeye Road to the north. Stipulations are included in the ordinance to address responsibilities related to improvements.

Water/Wastewater:

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

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

The Property abuts existing public services. It is located along major arterial roadways that will be improved to increase capacity and meet city standards. As indicated in the Water and Sewer Reports submitted with the rezoning, there is adequate water and sewer infrastructure to serve the development.

8. General public concerns.

Public Participation, Public Comment and Planning and Zoning Commission Meeting:
A neighborhood meeting was held on January 16, 2024. All neighbors within 500 feet of the site were notified by mail, 2 signs were posted on the property, and notice was posted on the development map page as well as community events page on the Goodyear website. Approximately 10 people attended the meeting. Staff provided an overview of the public process and the applicant gave a presentation and answered questions. Attendees voiced concerns over water usage for the subdivision, school capacity, personal services in the area such as veterinarians and doctors as well as hospitals, increase in traffic, trail connections and concerns over the irrigation ditch on the east side of the project. Staff and the developer explained that the project is within the boundaries of the Goodyear water service area and that the schools have been notified of the rezoning request. Members of the public were directed to the schools to answer any specific questions relate school capacity and operations. It was explained that personal services are outside the purview of this rezoning application, but that economic development is always working to bring new businesses and services to the community. Traffic was addressed by the applicant and the traffic impact analysis was discussed and that it had accounted for the capacity of the future road conditions. With regards to the irrigation ditch, the applicant stated that the ditch would remain untouched by this development.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on August 16, 2024 appeared in the Arizona Republic West Valley Edition July 26, 2024; postcards were mailed to adjoining owners on June 19, 2024 and to all owners within the PAD on July 24, 2024; and a sign was posted on the site on June 18, 2024.

On August 14, 2024, the Planning and Zoning Commission held a public hearing for this item. After the staff presentation and applicant presentation, one resident spoke in opposition to the rezoning raising specific concerns about the height of the multi-family and the impact on residential properties north of Lower Buckeye Road. Following the public hearing, members of the Planning and Zoning Commission voiced concerns related to height of the multi-family adjacent to the single-family detached homes proposed to the west of the development and conceptual images of the multi-family residential proposal. After consulting the Property owner and staff, the Commission voted (7-0) to recommend

approval of the proposed rezoning with the inclusion of two additional stipulations to address concerns related to roof style and variation as well as three-story product adjacent to single-family detached homes east of the multi-family parcel. These two stipulations, which are set forth below are stipulations 39.r. and 39.s. in Ordinance No. 2024-1601:

39.r. The roof heights of all residential buildings constructed within the MFR Land Use District shall be varied and shall include pitched tile and/or tower-like tile elements in a style similar to those roofs and tower elements found within the single-family residential portions throughout El Cidro; and,

39.s. Residential buildings constructed within the MFR Land Use District shall not exceed three-stories in height. The height of the portion of residential buildings in the MFR land Use District located within 100 feet of the LDR Land Use District that houses the eastern most units shall not exceed two-stories, but the height of the remainder of the buildings may be a maximum of three-stories.
39.s.i. By way of example, if a residential building within the MFR Land Use District that is four (4) units deep and two (2) units wide is located within 100 feet of the LDR5 Land Use District the height of the building can be up three stories except for the height of the portion of the building where the two (2) stacked end units closest to the LDR5 Land Use District is located, which shall step down to two-stories and shall not include a third-story. This will result in the residential building having 22 units with there being eight units on the first floor (4 x 2), eight units on the second floor (4 x 2) and 6 units on the third floor (3 x 2) or put another way the three story portion of the building will have 18 units (six units per floor x 3 floors) and the two story portion of the buildings will have 4 units (two units per floor x 2 floors).

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on August 26, 2024 appeared in the Arizona Republic West Valley Edition July 26, 2024; postcards were mailed to adjoining owners on June 19, 2024 and to all owners within the PAD on July 24, 2024; and a sign was posted on the site on June 18, 2024.

9. Whether the amendment promotes orderly growth and development.

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

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

This proposed rezone is consistent with development in the area and within context of site constraints such as the arterial roads, future freeway and major power line corridor. The diversity of housing product compliments the needs of the community and the plan is consistent with city regulations and codes.

Attachments

Proposed Ordinance and Exhibits
Aerial Exhibit
Narrative
Staff Presentation
Applicant Presentation (if needed)

ORDINANCE NO. 2024-1601

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 583.33 GROSS ACRES GENERALLY LOCATED AT THE SOUTHWEST CORNER OF LOWER BUCKEYE ROAD AND THE 169TH AVENUE ALIGNMENT (S. CANYON TRAILS BLVD.) TO THE EL CIDRO 9th AMENDED PLANNED AREA DEVELOPMENT (MAY 2024); PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, on March 5, 2007, the City Council of the city of Goodyear, in the manner prescribed by law, adopted Ordinance No. 07-1060 conditionally approving the rezoning (06-200-00015) of approximately 616.70 acres of property for the purpose of establishing the El Cidro Final Planned Area Development (PAD); and,

WHEREAS, on April 14, 2008, the City Council of the city of Goodyear, in the manner prescribed by law, adopted Ordinance No. 08-1111 conditionally approving a request (07-200-00028) to amend the El Cidro Final PAD by increasing the number of permitted residential lots in various parcels, reconfiguring the boundaries of approximately 47.62 acres of planned commercial and industrial land uses, increasing the size of the commercial parcel at Elwood Street and Cotton Lane, and changing the land use designation for the parcel at Cotton Lane and the UP/SP Railroad was changed from Commercial to Industrial; and,

WHEREAS, on May 24, 2010, the City Council of the city of Goodyear, in the manner prescribed by law, adopted Ordinance No. 10-1215 conditionally approving a request (09-200-00017) to amend the El Cidro Final PAD by adopting the El Cidro Planned Area Development Amended March 24, 2010 to include an additional 20 acres in the PAD designated as commercial, revising parcel numbers, creating a new Multi-Use land use category, reconfiguring and modifying existing land uses for several parcels, and zoning the adjacent city-owned property; and,

WHEREAS, on June 24, 2013, the City Council adopted Ordinance No. 13-1285 approving a request (13-210-00002) to amend the El Cidro Final PAD to change the land use designation from Commercial to Industrial for Parcel 10, located on the west side of Cotton Lane between Elwood Street and Commerce Drive, and a portion of Parcel 13 located adjacent to and west of Parcel 10; and,

WHEREAS, on December 14, 2015, the City Council adopted Ordinance No. 15-1327 approving a request (15-210-00004) to amend the El Cidro Final PAD to modify the side setbacks from five feet and 10 feet (15 feet total) to five feet and five feet (10 feet total) for Parcels 1A and 1D generally located in the area south of Lower Buckeye Road and east of Citrus Road; and,

WHEREAS, on June 5, 2017, the City Council adopted Ordinance No. 17-1352 approving a request (17-210-00002) to amend the El Cidro Final PAD to (1) increase the maximum lot coverage standard in the Low Density Residential land use categories from 45% to 55% in LDR1; from 45% to 60% in LDR2; and from 45% to 50% in LDR3; and (2) revise the boundaries between Parcels 1D, 1E, and 2 to conform to the platting of these parcels; and,

WHEREAS, on July 9, 2018, the City Council adopted Ordinance No. 2018-1387 approving a request (18-210-00003) to amend the El Cidro Final PAD to reduce the rear yard setback from

20 feet to 18 feet in Parcel 1D Phase 1 within the LDR2 residential land use category for single story homes; and,

WHEREAS, on September 24, 2018, the City Council adopted Ordinance No. 2018-1408 approving an amendment which: (i) consolidated all applicable stipulations of approval from previous rezonings, (ii) modified the rear yard setbacks for the LDR2 and LDR3 land use categories by reducing the rear yard setback from 20 feet to 18 feet for single story homes, (iii) modified the side yard setbacks for the LDR1 and LDR3 land use categories by reducing the side yard setbacks from 5 feet and 10 feet to 5 feet and 5 feet, and (iv) modified the maximum lot coverage for the LDR1 and LDR3 land use categories by increasing the maximum lot coverage from 50% and 55% to 60%; and,

WHEREAS, on August 19, 2019, the City Council adopted Ordinance No. 2019-1446, which created a separate PAD known as the Vita at El Cidro Ranch PAD for a portion of the property within the El Cidro PAD, changing the land use designation of a portion of Parcel 4 to multi-family residential; and,

WHEREAS, on December 18, 2023, the City Council adopted Ordinance No. 2023-1598, which created a separate PAD known as Logistics 85 for a portion of the property within the El Cidro PAD, changing the land use designation of Parcel 7 to Industrial; and,

WHEREAS, the 9th amended El Cidro PAD proposes to modify the land use designation of a 42.3-acre portion of the property within the El Cidro PAD identified as Parcel 4 on the land use plan from to Low Density Residential 1 (LDR1, 2-4DU/AC) to allow for the development to be known as the Willow at El Cidro by creating three new land use districts (Low Density Residential 5 (LDR-5), Medium Density Residential A (MDR-A) and Multi Family Residential (MFR)) and adopting development standards and other rules, regulations and requirements applicable to development within the Willow at El Cidro; and,

WHEREAS, the General Plan Land Use Plan designates the 42.3-acre portion of the Property, referenced above, as ‘Neighborhoods’, and the proposed rezoning is consistent with the designation of the Property in the General Plan as ‘Neighborhoods’ and will not adversely impact the surrounding area; and,

WHEREAS, City staff finds that the proposed amendment will not adversely impact the surrounding area the uses proposed on this site are currently allowed elsewhere within the property; and,

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

WHEREAS, this rezoning seeks to amend the development standards for the property within the El Cidro PAD to provide standards applicable to the entire El Cidro development; and,

WHEREAS, public notice that this rezoning request was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on June 12, 2024, appeared in the Arizona Republic West Valley edition on July 26, 2024; postcards were mailed to adjoining owners on June 19, 2024 and all property owners within the PAD on July 24, 2024; and signs were updated on the site to advertise the public hearing on June 18, 2024; and,

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 12, 2024.

WHEREAS, following staff and applicant presentations, one resident spoke in opposition to the rezoning raising specific concerns about the height of the multi-family and the impact on residential properties north of Lower Buckeye Road; and,

WHEREAS, following the public hearing, members of the Planning and Zoning Commission voiced concerns related to height of the multi-family adjacent to the single-family detached homes proposed to the west of the development and conceptual images of the multi-family residential proposal; and,

WHEREAS, after consulting the Property owner and staff, the Commission voted (7-0) to recommend approval of the proposed rezoning with the inclusion of two additional stipulations to address concerns related to roof style and variation as well as three-story product adjacent to single-family detached homes east of the multi-family parcel, which have been included as Stipulations 39.r and 39.s. of this Ordinance to provide additional roofline and style variation as well as height buffers between the multi-family portion of the development and the single-family detached portion of the development; and,

WHEREAS, public notice that this rezoning request is to be considered and reviewed at a public hearing held before the City Council on August 26, 2024, appeared in the Arizona Republic West Valley edition on July 26, 2024; postcards were mailed to adjoining owners on June 19, 2024 and all property owners within the PAD on July 24, 2024; and signs were updated on the site to advertise the public hearing on June 18, 2024; and,

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

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

SECTION 1 DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 23-07”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “El Cidro Final PAD Legal Description”, a copy of which is attached hereto as Exhibit B, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “The Willow Legal Description”, a copy of which is attached hereto as Exhibit C, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “El Cidro 9th Amended Planned Area Development (May 2024),” a copy of which is attached hereto as Exhibit D, is hereby declared a public record and incorporated herein by this reference.

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

SECTION 2. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2024-1601 applies to that parcel of land in Goodyear, Maricopa County, Arizona, generally located approximately at the southwest corner of Lower Buckeye Road and 169th Avenue more particularly described in that certain document titled "El Cidro Legal Description," attached hereto as Exhibit B and which is declared a public record and incorporated herein by reference in Section 1 of this Ordinance (the "Property").

SECTION 3. REZONE

The Property is conditionally rezoned from the Planned Area Development (PAD (PAD) District to Planned Area Development (PAD) District by the adoption of the PAD Amendment "El Cidro 9th Amended Planned Area Development (May 2024)" attached hereto as Exhibit D, which is declared a public record and incorporated herein by reference in Section 1 of this Ordinance subject to the conditions of approval set forth below. .

SECTION 4. CONDITIONS OF REZONING

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

1. The Property shall be developed in conformance with the El Cidro 9th Amended Planned Area Development (May 2024) (the "9th Amended PAD") except as modified by the conditions of approval set forth herein; and,

2. The provisions of the City of Goodyear Zoning Ordinance shall apply to the development of the Property except as modified by the 9th Amended PAD as further modified by any conditions and/or stipulations in this Ordinance; and

3. Because the El Cidro project is no longer owned by a single entity, failure of a developer within the El Cidro project to comply with any other City codes and regulations in the development of El Cidro, then the Development Services Director may result in the Development Services Director, or his designee, suspending the issuance of building or construction permits within such developer's portion of the El Cidro project until such developer cures the item in default; and,

4. The owner shall apply to the Department of Water Resources (DWR) for the extinguishment of the Type 1 Rights appurtenant to the Property

and request that any assured water supply credits issued by DWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to recordation of any final plat for the development; and,

5. The maximum number of residential dwelling units permitted within the Property shall not exceed 1,476, of which no more than 463 may be part of Willow at El Cidro; and,

6. The underground placement of all permanent utilities, excluding power lines 69 kV or larger, within the development and abutting the development's portion of perimeter arterial streets per phase prior to issuance of the first Certificate of Occupancy within such phase of the development; and,

7. The owner shall construct off-site improvements in accordance with a phasing plan approved by the City Engineer, or his designee; and,

8. The owner will be required to construct off-site water line facilities and transmission lines adjacent to the Property as set forth in the City approved Master Water Study prepared for the West Goodyear Central Planning Area; and,

9. The owner will be required to construct off-site sewer trunk line(s) as set forth in the City approved Master Wastewater Trunk Line Study prepared for the West Goodyear Central Planning Area; and,

10. If the required retention basins do not drain within the time frame required, the owner shall be responsible for implementing alternative corrective measures for the duration of the project's warranty period and shall identify such alternative method or methods on the grading and drainage plans submitted to the City Engineer, or his designee, for review and approval prior to the issuance of the grading permit for the project; and,

11. The owner shall provide for a waiver agreement, which shall run with the land, for each initial homebuyer to sign, and shall include the following statement in the waiver agreement: "El Cidro 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 Luke Air Force Base and/or the Phoenix-Goodyear Airport. The waiver shall release and discharge the City of Goodyear and the owner from any liability for any and all claims for future damages to persons or property and complaints of any kind that may arise at any time in the future from the operation of such aircraft near and over the area"; and,

12. The Public Sales Report and each final plat shall include a statement that El Cidro 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, Luke Air Force Base and/or the Phoenix-Goodyear Airport; and,

13. The owner shall post signage within all subdivision sales offices identifying the location of the Luke Air Force Base Accident Potential Zones (APZs), 65 Ldn and higher noise contours, and departure corridors, as well as the Phoenix-Goodyear Airport Traffic Pattern Area and noise contours per the Goodyear General Plan 2003-2013 (Policy B-3e of Section 9 .2). This display shall include a twenty-four by thirty-six inch (24"x36") map at the main entrance of such sales facility and shall include the approximate locations of the homes or apartments being sold or leased clearly depicted. The required contents of the map shall be provided by the City of Goodyear; and,

14. The following information shall be disclosed in the Public Sales Report, noted on each final plat and be provided in a separate acknowledgment, which shall run with the land, for each initial homebuyer to sign: "El Cidro is in close proximity to agricultural uses and may therefore be subject to noise, dust, and odors associated with such uses"; and,

15. The following information shall be disclosed in the Public Sales Report, noted on each final plat and be provided in a separate acknowledgement, which shall run with the land, for each initial homebuyer to sign: "El Cidro is in proximity to the proposed Loop 303 and I-10 Reliever freeways and may be subject to potential noise intrusion, vibrations, dust and all other effects that may be caused by said freeways"; and,

16. The Public Sales Report shall include a statement that El Cidro Parcel 5 may be subject to noise, light and other potential effects associated with commercial uses that may be developed on Parcel 6. The property owner and/or developer shall maintain a temporary sign on Parcel 6 announcing the future commercial development of the property. Said sign shall be located along Lower Buckeye Road, and be maintained until such time that Parcel 6 is developed; and,

17. All development on the Property shall comply with the prevailing City of Goodyear Design Guidelines except as modified by the 9th Amended PAD; and,

18. The owner shall de-emphasize the garage element of all dwelling units by using techniques such as front porches and livable areas of the home that project forward of the garage, side entry or recessed garages, or other design elements acceptable to the Development Services Director, or his designee; and,

19. The owner shall establish a Homeowner's Association (HOA) for the Property, with said HOA owning and maintaining all open space areas, trails, and other community amenities and maintaining all arterial and collector road rights-of-way landscaping except for arterial median

landscaping. A note shall be placed on each final plat indicating HOA ownership and maintenance responsibilities of these tracts; and,

20. The owner shall submit a copy of the legal documents pertaining to the establishment of the HOA and any Conditions, Covenants and Restrictions (CC&R's) associated with the proposed development for City Staff review and comment prior to approval of any final plat; and,

21. All lots within the Property adjacent to internal open space areas shall have rear yard view fences. Those lots that have view fences shall be required to complete their rear yard landscaping within 90 days of the issuance of a Certificate of Occupancy for the dwelling. However, lots 78-80 in Parcel lA, and any other similarly situated lots are exempt from the rear view fence requirement due to headlight intrusion; and,

22. The owner shall improve all tot lots within the Property with an approved shade canopy over the play equipment; and,

23. All open space, landscape, hardscape, entry monuments, walls, and other subdivision amenity improvements shall be constructed prior to the issuance of the first single-family certificate of occupancy, unless a phasing plan for the improvements is submitted to the City Staff for review and approval; and,

24. The Industrial portion of the project shall be developed in accordance with the land uses and development standards of the I-2 General Industrial District, as described within the City of Goodyear Zoning Ordinance; and,

25. Consistent with the existing right-of-way for Cotton Lane, the owner shall provide for the dedication of the west-half of the right-of-way for Cotton Lane, 75 feet from centerline adjacent to the renumbered Parcel 7 on the El Cidro Land Use Plan dated May 15, 2018, from Elwood Street to a point approximately 300 feet south of Commerce Drive, in a form and substance acceptable to the City Engineer, or designee, prior to or concurrent with approval of any site plan or recordation of any subdivision plat involving renumbered Parcel 7; and,

26. The owner shall be responsible for the construction of the half-street and half-median improvements along Cotton Lane, from its intersection with West Elwood Street (formerly Dunlap Road) south to MC 85, which shall consist of a minimum of two, twelve-foot travel lanes, one four-foot wide bike lane, curb and gutter, an eight-foot wide sidewalk, and a center median prior to or concurrent with approval of any site plan or recordation of any subdivision plat involving renumbered Parcel 7. A portion of this responsibility may be fulfilled by the owner by making a payment to the City of appropriate proportionate share of any existing improvements that have already been installed; and,

27. For homes proposed within Parcels 1A, 1B, 1C, 1D, 1E, 1F and 4, the front door or entryway shall be clearly visible from the front of the lot; and,

28. For homes proposed within Parcels 1A, 1B, 1C, 1D, 1E, and 1F, a roughly proportionate mix of garage orientations, including side-entry and recessed garages, shall be provided; and,

29. Homes with a forward-facing garage proposed within Parcels 1A, 1B, 1C, 1D, 1E, 1F and 4 shall provide for porches, courtyards, and/or livable areas in front of the garage. For homes within Parcel 4, the inclusion of a covered front porch that is at least 48 square feet on at least 50% of the homes will satisfy one (1) Streetscape Element; and,

30. For all homes in Land Use Categories LDR1, LDR2, and LDR3, the El Cidro enhanced landscape package prepared by CVL titled El Cidro Enhanced Landscaping Exhibit within the 9th Amended PAD, shall be implemented within 60 days of issuance of the Certificate of Occupancy for that dwelling; and,

31. All phasing plans shall be approved by the City Engineer prior to construction plan approval for those phases; and,

32. The owner shall provide for the dedication of the following rights-of-way, in form and substance acceptable to the City Engineer, or his designee, prior to or concurrent with recordation of the applicable final plat:
    a. East half of Citrus Road right-of-way, 55 feet from centerline;

    b. South half of Elwood Road right-of-way west of Cotton Lane, 65 feet from centerline;

    c. North half of Elwood Road right-of-way east of Cotton Lane to the eastern boundary of the project, at a width to be determined by the City;

    d. North half of Broadway Road right-of-way west of the city of Goodyear property within the 303 alignment, at a width to be determined by the City, but no more than 55 feet from centerline; and,

33. The owner will be responsible for full-street improvements to the Cotton Lane from Elwood to Pioneer Street, including the proposed drainage channel, two travel lines in each direction, a center median, curbs and gutters, bike lanes and sidewalks. Owner shall be allowed to construct this portion of Cotton Lane in half-street segments in conjunction with the development of the adjacent portion of the property; and,

34. The owner will be responsible for the half-street and half-median improvements along those portions of Citrus Road, and Elwood Road adjacent to the property. The half-streets for Citrus Road, and Elwood Road shall be constructed with the following minimum improvements:

two twelve foot travel lanes, one four-foot wide bike lane with curb and gutter, an eight foot sidewalk and center median; and,

35. The owner or successor shall warranty all public and private improvements constructed by the owner or successors within the City of Goodyear rights-of-way, tracts and easements for a period of not less than two (2) years from the date of acceptance by the City Engineer, or his designee; and,

36. The owner shall be responsible for a proportionate share of the costs for traffic signals to be installed at the following intersections;
    a. Elwood Road and Cotton Lane - 75%;

    b. Lower Buckeye Road and Cotton Lane - 50%; and,

37. The owner shall pay to the City the proportionate share of the costs to install the required signals when warranted, as determined by the City Engineer or his designee, or at the time of the issuance of fifty percent (50%) of the building permits for the homes within the development, whichever comes first; and,

38. Street improvements and traffic signal contributions shall apply to the owner of the applicable portion of the El Cidro project; and,

39. The following additional stipulations and conditions of approval apply to the portion of the Property identified in the land use plan included in the 9th Amended PAD as Parcels 4A, 4B, and 4C and legally described in that certain document titled “The Willow Legal Description” attached as Exhibit C, which is declared a public record and incorporated herein by reference in Section 1 of this Ordinance (the “Willow at El Cidro”):

    a. Approval of the rezoning does not constitute approval of any site plan for development within the Willow at El Cidro. All future development will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation; and,

    b. A park(s) totaling 1.5 acres is to be located within Parcel 4B of the Willow at El Cidro (The 4B Park). The park shall be included in the first site plan approved for development within Parcel 4B of the Willow at El Cidro or in the first final plat or minor land division subdividing all or part of Parcel 4B of the Willow at El Cidro, whichever is earlier. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within Parcel 4B of the Willow at El Cidro, except for model homes, until the approximately 1.5 acre 4B Park including the resident and recreational amenities set forth in the PAD have been substantially completed as determined by the City of Goodyear Building Official or his designee or are

under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and,

c. The 1.5 total acre park(s) is to be located within Parcel 4C of the Willow at El Cidro (The 4C Park) is to be located shall be included in the first site plan approved for development within Parcel 4C of the Willow at El Cidro or in the first final plat or minor land division subdividing all or part of Parcel 4C of the Willow at El Cidro, whichever is earlier. No Temporary Certificates of Occupancy, Certificates of Occupancy or Certificates of Completion shall be issued for any residential structures within Parcel 4C of the Willow at El Cidro, except for model homes, if any, until the approximately 2- acre 4C Park including the resident and recreational amenities set forth in the PAD have been substantially completed as determined by the City of Goodyear Building Official or his designee or are under construction and bonded for completion as approved by the City of Goodyear Zoning Administrator; and,

d. Owner shall be responsible, at Owner's sole cost and expense, for constructing all street infrastructure improvements identified in traffic impact studies updated at the time of development as being needed to support the development of the Willow at El Cidro consistent with applicable Development Regulations. Notwithstanding the foregoing, unless the access points along Cotton Lane and Lower Buckeye are relocated or additional access points added, Owner shall have no obligation for the construction of improvements to Cotton Lane and Owner's obligations regarding infrastructure improvements to Lower Buckeye are limited to the improvements expressly identified herein and

e. If any of the improvements are to be constructed within property owned by the City, Owner shall pay the city for the use of city's property needed for such improvements. No turn lanes/deceleration lanes shall be located within property owned by the city that are located within the cross-section for the adjacent streets. For instance, an additional travel lane and a bike lane will be required for the ultimate buildout for Lower Buckeye. If a deceleration lane/turn lane is required, it cannot be located where that travel lane or bike lane are to be constructed. The amount to be paid the City shall be the greater of the fair market value of the property as determined by an appraisal paid for by the property owner but commissioned by the City, or the value the City paid when it acquired the property; and

f. If access to the Willow at El Cidro is required across city owned property, Owner shall acquire and pay for public access easements from the City for either fair market value as determined by an appraisal paid for by the property owner but commissioned by the City or for 90% of the value the City paid when it acquired the property where the access drives are located, whichever is greater.

Notwithstanding the foregoing, the City, in its sole discretion, may waive the need for an appraisal if the City and Owner agree upon the value of the easement area. The easements shall be in place prior to the recordation of any final plat that includes the access areas within the Property; and

g. Access to the Willow at El Cidro from Lower Buckeye Road shall be limited to right-in and right-out unless: (i) the access point is aligned with Canyon Trails Blvd; or (ii) unless additional access (three quarter access or full access) can be provided consistent with the requirements of the City of Goodyear Engineering Design Standards and Policies Manual AND ADOT has approved an updated Traffic Impact Analysis submitted at the time of development that includes the additional access; and

h. Unless otherwise approved by ADOT, any access to the Willow at El Cidro from Cotton Lane shall be limited to right in/right out; and

i. The Traffic Impact Analysis submitted with the application for rezoning is not approved. Unless otherwise waived by the City Engineer, updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with preliminary plat submittals, site plan submittals, and final plat submittals submitted for the development of the Willow at El Cidro and approved by the City Engineer or his/her designee; and,

j. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within the boundaries of the Willow at El Cidro that are:

(i) needed for the construction of infrastructure improvements required for the City to provide water and wastewater services to the Property; and,

(ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; and,

(iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; and,

(iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; and,

(v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or;

(vi) required public infrastructure improvements Owner is required to construct pursuant to any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-ways and easements shall be dedicated lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances. Unless the timing of the required dedications is modified by any stipulation in this ordinance, all dedications shall be made prior to or concurrent with recordation of a final plat or the issuance of any permit for work within the Property whichever is earlier; and,

k. Owner shall apply to the Arizona Department of Water Resources (ADWR) for the extinguishment of the Type 1 Rights appurtenant to the Willow at El Cidro and request that any assured water supply credits issued by ADWR as a result of any such extinguishment be credited to the City of Goodyear. Said extinguishment shall occur prior to approval of the first site plan for development within the Property, prior to the recordation of the first final plat subdividing all or part of the Willow at El Cidro or prior to issuance of any construction permits for work within the Willow at El Cidro, whichever is earlier; and,

l. Approval by the City Engineer or designee and the Arizona Department of Transportation (ADOT) of a current traffic impact study for the development of the Willow at El Cidro shall be obtained prior to the City of Goodyear issuing a Site Plan approval for any development within the Willow at El Cidro and prior to the issuance of any permit for any work within the Willow at El Cidro other than an at-risk grading permit. If the approved traffic impact study indicates the need for a traffic signal at any intersection adjacent to any portion of the Property, Owner shall be responsible for making an in-lieu payment for a proportionate share of the cost of a full traffic signal, with Owner being responsible for 25% of the full cost of a traffic signal for each corner of the intersection adjacent to the Property; and,

m. Owner shall construct full half-street improvements for the south half of the section of W. Lower Buckeye Road between the western boundary of the driveway providing access to the Property from W. Lower Buckeye Road to the eastern boundary of the Property. Except as otherwise provided in a written development agreement approved by Council or a written phasing plan approved by the City Engineer or his/her designee, the W. Lower Buckeye Road Improvements described herein shall be constructed and accepted by the City prior to the issuance of any Certificate of Completion,

Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and,

n. To the extent any portion of the Willow at El Cidro that is within the ultimate alignment of W. Lower Buckeye Road from S. Cotton Lane to S. Canyon Trails Boulevard (S. 169th alignment) is located within the jurisdiction of the County, Owner shall create and submit for approval by the City Engineer, or his/her designee, all documentation required to annex W. Lower Buckeye Road from S. Cotton Lane to S. Canyon Trails Boulevard (S. 169th Avenue alignment), unless previously annexed as a part of the ADOT Loop 303 Extension project or by other means. Annexation shall be for the full 66 feet as stated in Book 3 Page 16 of the Maricopa County Recorder's Book of Maps. Annexation shall occur prior to issuance of any permits within the current Maricopa County jurisdiction unless an Inter-governmental Agreement (IGA) has been approved by the City Council and County Board of Supervisors allowing permit issuance prior to the annexation effective date; and

o. Prior to issuance of any permits for work within the Willow at El Cidro except for at-risk grading permits, Owner shall dedicate 10-foot Public Utility Easements in the following locations:

    i. along the western boundary of the portion of the Property fronting the Cotton Lane alignment; and,

    ii. along the northern boundary of the Property fronting the Lower Buckeye Road alignment; and,

p. The Public Utility Easements to be dedicated herein shall be in a form and substance acceptable to the City Attorney or his designee and shall be lien free and, unless otherwise agreed to by the City, free of all other easements or other encumbrances; and,

q. Any modifications to existing irrigation facilities as a result of this development shall be coordinated with the appropriate Irrigation District/private owner; and,

r. The roof heights of all residential buildings constructed within the MFR Land Use District shall be varied and shall include pitched tile and/or tower-like tile elements in a style similar to those roofs and tower elements found within the single-family residential portions throughout El Cidro; and,

s. Residential buildings constructed within the MFR Land Use District shall not exceed three-stories in height. The height of the portion of residential buildings in the MFR land Use District located within 100 feet of the LDR Land Use District that houses the eastern most units shall not exceed two-stories, but the height of the remainder of the buildings may be a maximum of three-stories.

i. By way of example, if a residential building within the MFR Land Use District that is four (4) units deep and two (2) units wide is located within 100 feet of the LDR5 Land Use District the height of the building can be up three stories except for the height of the portion of the building where the two (2) stacked end units closest to the LDR5 Land Use District is located, which shall step down to two-stories and shall not include a third-story. This will result in the residential building having 22 units with there being eight units on the first floor (4 x 2), eight units on the second floor (4 x 2) and 6 units on the third floor (3 x 2) or put another way the three-story portion of the building will have 18 units (six units per floor x 3 floors) and the two story portion of the buildings will have 4 units (two units per floor x 2 floors).

SECTION 4. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property provided for herein by that certain document titled "Official Supplementary Zoning Map No. 24-07" attached hereto as Exhibit A and declared a public record herein, which is referred to and made a part hereof as if fully set forth in this Ordinance.

SECTION 5. ABRIDGEMENT OF OTHER LAWS

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

SECTION 6. CORRECTIONS

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

SECTION 7. SEVERABILITY

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

SECTION 8. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 9. PENALTIES

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

Section 1-2-3 Violations and Penalties

A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.

B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.

C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.

D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:

1. Subject to civil sanctions of not less than one hundred dollars ($100) nor more than one thousand dollars ($1,000) per offense; or

2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

SECTION 10. 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:

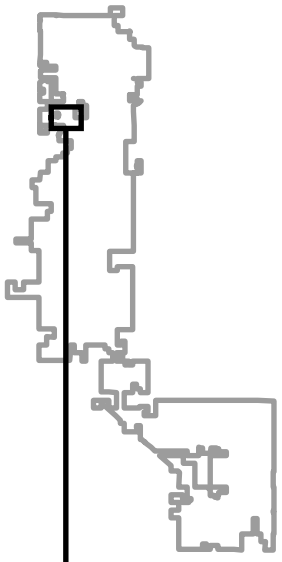
_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 23-07

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

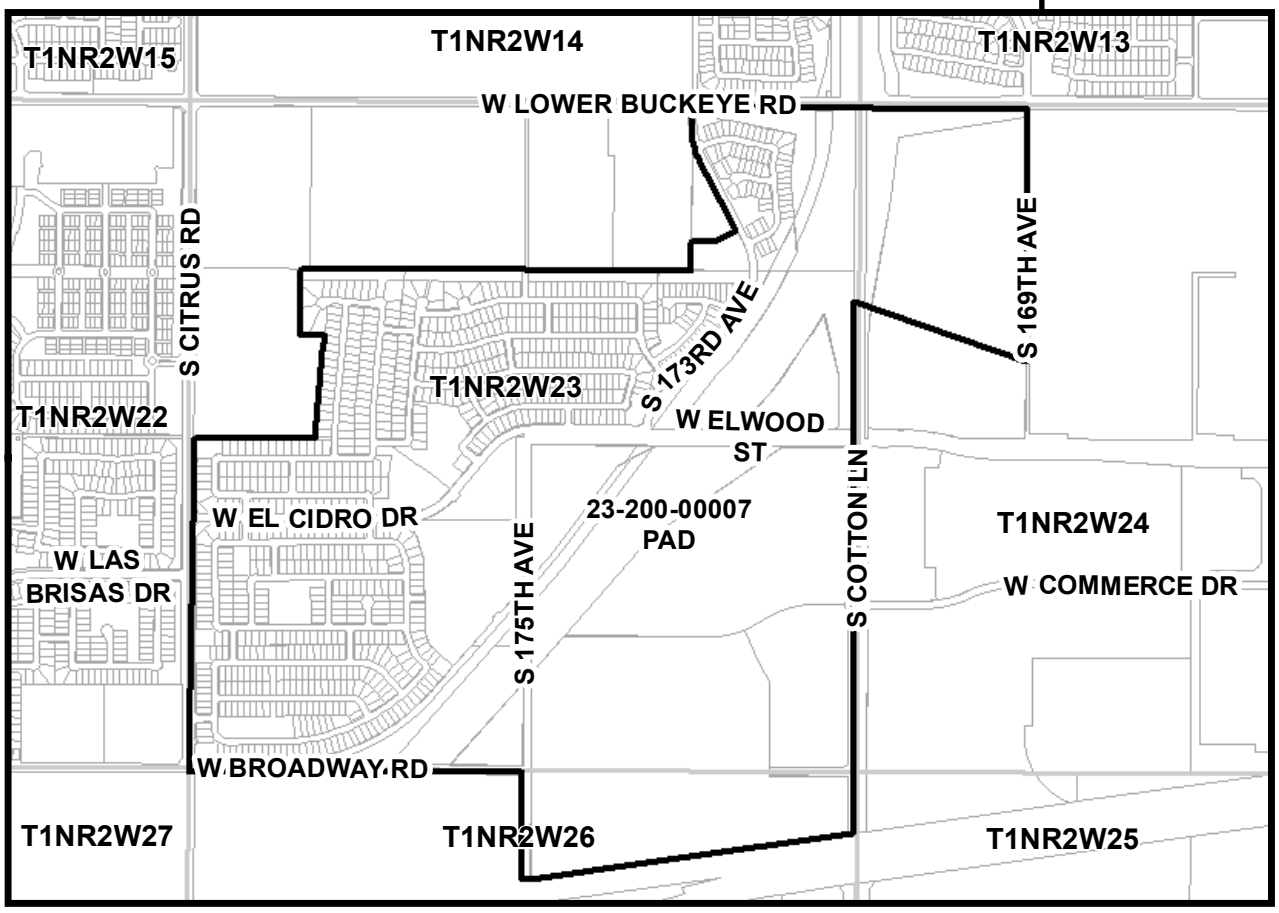


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

Portions of Section 23, 24, and 26 Township 1 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT			DATE:
A	REZONE FROM PAD TO PAD	23-200-00007	March, 2024

EXHIBIT B

EL CIDRO FINAL PAD

LEGAL DESCRIPTION

That part of Sections 23, 24 and 26, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the Maricopa County Department of Transportation Brass Cap in handhole marking the Southwest Corner of said Section 23;

Thence North 00°31’46” East, along the West line of the Southwest Quarter of said Section 23, a distance of 2,636.39 feet to the Cotton Picker Spindle marking the West Quarter Corner of said Section 23;

Thence South 89°44' 14” East, along the North line of the Southwest Quarter of said Section 23, a distance of 997.02 feet;

Thence North 07°19'51" East, departing said North line, a distance of 128.45 feet:

Thence North 05°21’40” East, a distance of 691.54 feet;

Thence North 89°43’14” West, a distance of 191.19 feet;

Thence North 00°17’24'' East, a distance of 504.62 feet to a point on the North line of the South Half of the Northwest Quarter of said Section 23;

Thence South 89°44’06" East, along said North line, a distance of 1,766.30 feet to the Northwest Corner of the Southwest Quarter of the Northeast Quarter of said Section 23;

Thence South 89°44’24” East, along the North line of the Southwest Quarter of the Northeast Quarter of said Section 23, a distance of 1,323.35 feet to the Northeast Corner thereof;

Thence North 00°11’58” East, along the West line of the Northeast Quarter of the Northeast Quarter of said Section 23, a distance of 222.81 feet;

Thence South 89°48’03” East, departing said West line, a distance of 181.91 feet;

Thence North 61°54’46'' East, a distance of 194.23 feet;

Thence North 28°05'14” West, a distance of 608.72 feet to the beginning of a tangent curve of 540.00 foot radius, concave Northeasterly;

Thence Northwesterly, along said curve, through a central angle of 28° 17’12”, a distance of 266.60 feet to a point on the West line of the Northeast Quarter of the Northeast Quarter of said Section 23;

Thence North 00°11’58” East, along said West line, a distance of 215.03 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 23;

Thence South 89°45’34" East, along the North line of the Northeast Quarter of said Section 23, a distance of 1,323.05 feet to the Northwest Corner of said Section 24;

Thence South 89°46’24" East, along the North line of the Northwest Quarter of said Section 24, a distance of 1,321.59 feet to the Northeast Corner of the West Half of the Northwest Quarter of said Section 24;

Thence South 00°11’56” West, along the East line of the West Half of the Northwest Quarter of said Section 24. a distance of 2,030.16 feet to the northeasterly corner of Lot 1, EL CIDRO PARCEL 5, a final plat recorded at Book 1639 of Maps, page 36, Maricopa County Recorder’s Office;

Thence North 70°36’51’’ West, along the northerly line of said Lot 1, a distance of 140.14 feet;

Thence North 70°39’10” West, continuing along said northerly line, a distance of 1004.08 feet;

Thence North 71°00’35” West, continuing along said northerly line and its northwesterly extension, 253.90 feet to the westerly line of the Northwest quarter of said Section 24;

Thence South 00°11’10” West, along said westerly line, 1070.90 feet to the East quarter corner of said Section 23;

Thence South 00° 11 '30" West, along the East line of the Southeast Quarter of said Section 23, a distance of 2,644.51 feet to the Northeast Corner of said Section 26;

Thence South 00°24’20" West, along the East line of the Northeast Quarter of said Section 26, a distance of 474.31 feet to a point on the Northerly right-of-way line of the Union Pacific Railroad;

Thence along the Northerly right-of-way line of the Union Pacific Railroad the following courses:

Thence South 82°05’59" West, a distance of 14.58 feet;

Thence South 82°03’16" West, a distance of 2,660.50 feet to a point on the West line of the Northeast Quarter of said Section 26;

Thence North 00°18’20" East, departing said Northerly right-of-way line along said West line, a distance of 861.52 feet to the South Quarter Corner of said Section 23;

Thence North 89°37’52” West, along the South line of the Southwest Quarter of said Section 23, a distance of 2,650.03 feel to the **POINT OF BEGINNING**.

The above described parcel contains 585.3764 Acres, more or less.

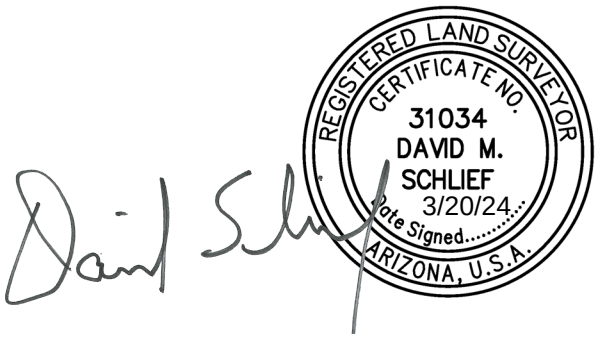


EXHIBIT E

THE WILLOW LEGAL DESCRIPTION

A portion of land being situated within the Northwest quarter of Section 24, Township 1 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at a found P.K. nail with tag, RLS 19344, accepted as the Northwest corner of said Section 24, from which a found 3 inch City of Goodyear brass cap in hand hole, RLS 21782, down 0.5 feet, accepted as the North quarter corner thereof bears South 89°46'24" East, 2643.19 feet;

Thence South 89°46'24" East, 1321.59 feet on the north boundary of said Northwest quarter to the northeast corner of the West half of said Northwest quarter;

Thence on the east boundary of said West half, South 00°11'56" West, 70.67 feet to the **POINT OF BEGINNING**;

Thence continuing on said east boundary, South 00°11'56" West, 1959.49 feet to the northeast corner of the Final Plat for "El Cidro Parcel 5", as recorded in Book 1639, Page 36, Records of Maricopa County, Arizona;

Thence on the northerly boundary of said final plat the following 3 courses:

Thence North 70°36'51" West, 140.14 feet;

Thence North 70°39'10" West, 1004.08 feet;

Thence North 71°00'35" West, 149.95 feet to the northwest corner of said final plat, said corner being on the easterly boundary of the property as described in the Special Warranty Deed as recorded in Document No. 2007-1356154, Records of Maricopa County, Arizona;

Thence on said easterly boundary the following 3 courses:

Thence North 10°21'45" East, 868.83 feet;

Thence North 07°11'45" East, 498.58 feet;

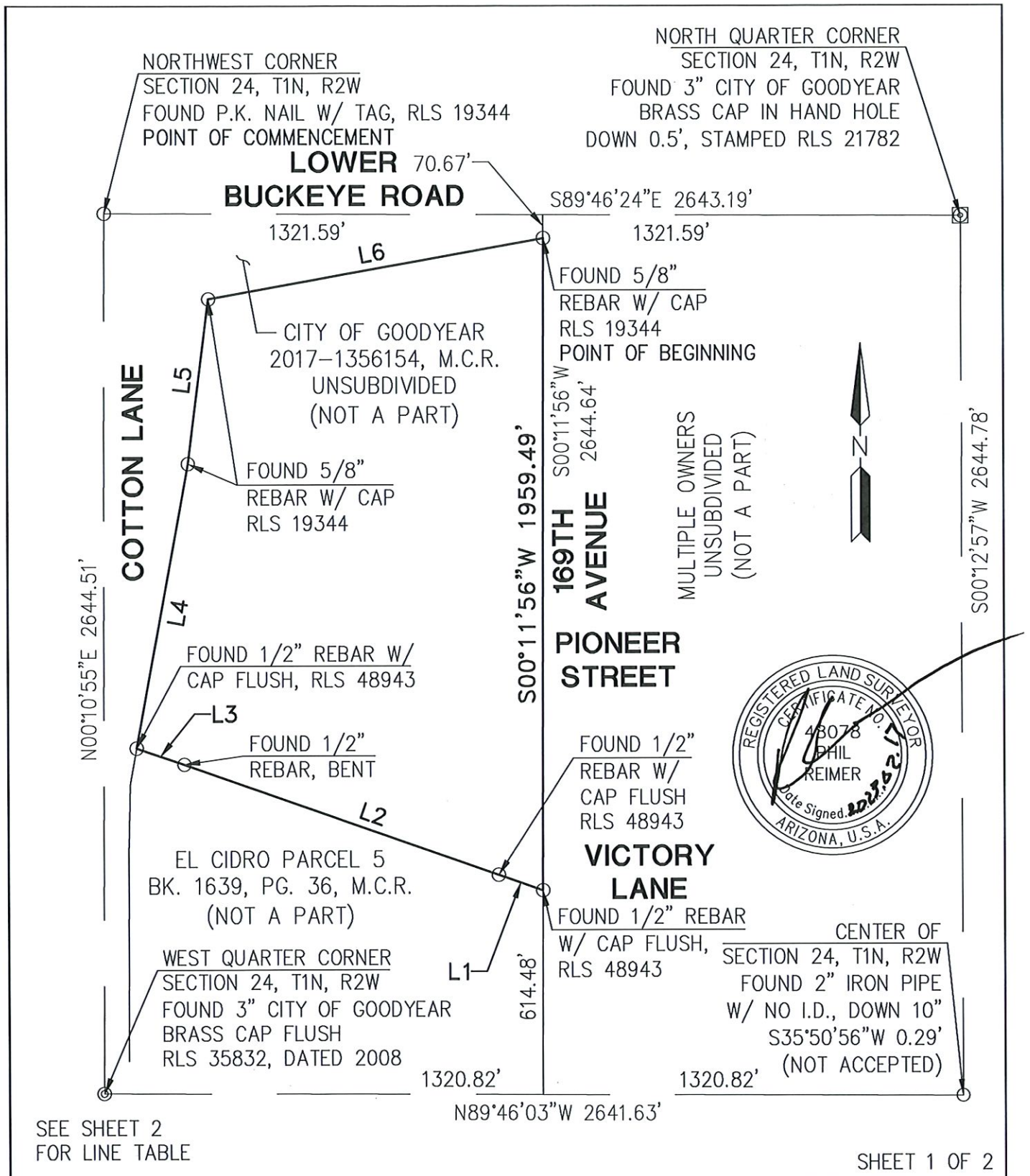
Thence North 79°46'05" East, 1025.75 feet to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 1,846,618 sq. ft. (42.3925 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

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

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1603
Date: February 2023





SEE SHEET 2
FOR LINE TABLE

PROJ.NO.:	1603
DATE:	FEB 2023
SCALE:	N.T.S.
DRAWN BY:	JDL
CHECKED BY:	PR

WILLOW AT COTTON LANE
S.E.C. OF COTTON LANE & LOWER BUCKEYE ROAD
GOODYEAR, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

©2023, HILGARTWILSON, LLC

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LINE TABLE		
LINE NO.	DIRECTION	LENGTH
L1	N70°36'51"W	140.14'
L2	N70°39'10"W	1004.08'
L3	N71°00'35"W	149.95'
L4	N10°21'45"E	868.83'
L5	N07°11'45"E	498.58'
L6	N79°46'05"E	1025.75'



SHEET 2 OF 2

PROJ.NO.: 1603	WILLOW AT COTTON LANE	HILGARTWILSON
DATE: FEB 2023	S.E.C. OF COTTON LANE & LOWER BUCKEYE ROAD	2141 E. HIGHLAND AVE., STE. 250
SCALE: NONE	GOODYEAR, ARIZONA	PHOENIX, AZ 85016
DRAWN BY: JDL	EXHIBIT	P: 602.490.0535 / F: 602.368.2436
CHECKED BY: PR		

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EL CIDRO

9th Amended
Planned Area Development

May 2024

1) PROJECT SUMMARY

This is the ninth amendment to the Planned Area Development (PAD) for El Cidro (hereinafter referred to as "Community" or "Project"). This amendment creates new land use districts for the 42.40 acres of land located east of Cotton Lane and north of the Western Area Power Administration power corridor parcel (4A, 4B and 4C on the Land Use Plan) (hereinafter referred to as "Willow at El Cidro"), modifies density for the entire Community, creates new standards for development within the Willow at El Cidro, clarifies that Vita at El Cidro (hereinafter referred to as "Vita at El Cidro"), adopted by Ordinance No. 2019-1446 is no longer within this PAD and also clarifies that BET Rail property (hereinafter referred to as "El Cidro Logistics 85"), adopted by Ordinance No. 2023-1598 is no longer a part of this PAD. This amended replaces the existing PAD and creates a single cohesive PAD which applies to the entire 583.33 acre El Cidro PAD. The Project is envisioned to be a master planned community with a diversity of residential product types; commercial, shopping, employment and retail sites; and a network of trails, parks and open space.

2) PURPOSE AND INTENT

El Cidro is bordered roughly by Lower Buckeye Road on the north, the 169th Avenue alignment on the east, the Broadway Road alignment, the Union Pacific Railroad, Elwood Street and the Western Area Administration power corridor on the south, and Citrus Road on the west (see Figure 2 **– El Cidro Land Use Plan**).

This PAD document is intended to provide the allowable land uses and regulatory zoning provisions to guide the implementation of project design for El Cidro through the plan review and development permit process in accordance with the provisions of the City of Goodyear, Arizona Zoning Ordinance (the "Zoning Ordinance"). All administration and procedures shall adhere to Article 1, Article 2, Article 4 and Article 6 of the Zoning Ordinance and other applicable city, state, and federal requirements. In the event of a conflict between the provisions of this document and the Zoning Ordinance, the provisions of this PAD shall prevail.

The following sections include the uses, regulations, and development standards related to residential development and will apply to the various land use districts identified herein. The intent of these standards is to ensure a high-quality built environment while providing flexibility over time without compromising the mutually-agreed upon goals between the City and El Cidro and overall design intent for El Cidro.

Table 1
Land Use Table

Land Use	Underlying Zoning District	Parcel	Primary Land Use	Alternative Land Use
LDR1	R1-6	1B	Residential	
LDR2	R1-6	1A	Residential	
		1D	Residential	PFD
LDR3	R1-4	1C	Residential	
		1E	Residential	
		1F	Residential	
LDR4	R1-4	2 3	Residential	
MU	R1-4, C-2, C-O	3B	Residential	
MFR	MF-18	4A	Residential	
LDR5	R1-4	4B	Residential	
MDRA	R1-A	4C	Residential	
Not a Part	Not a Part	5	Not a Part	
COM	C-2	6	Commercial	
IND	I-2	7	Industrial	
Not a Part	Not a Part	8	Not a Part	
FRE	R1-4, C-2, C-O, I-2, R1-4, R1-A, MF-18	9	Freeway	

Note: The MDRA portions of Parcel 4 Land Uses shall be further governed by the Medium Density Residential Attached (MDRA) District Development Standards and Design Guidelines and the MFR portions of Parcel 4 Land Uses shall be further governed by the Multi-Family Residential (MFR) District Development Standards and Design Guidelines.

Alternative Land Uses:
Multi-Use (MU):

The City and the developer recognize that the presence of the future Loop 303 makes it difficult to plan the development of certain parcels within the project, the most problematic being Parcel 3B. In order to provide the developer with flexibility and the ability to development the Parcel in accordance with market demands, Parcel 3B shall be designated as Multi-Use. This Multi-Use designation will allow for a variety of uses, including residential, commercial and office.

Residential development within the MU parcel shall be in accordance with the LDR4 residential standards described herein.

Commercial development within the MU parcel shall be in accordance with the commercial standards described herein.

Office development within the MU parcel shall be in accordance with the City's C-O zoning district standards in effect at the time of site plan submittal.

In the event a use for the MU parcel is permitted both within the City's C-O zoning district and the City's C-2 zoning district, then the City's C-2 zoning district development standards shall apply.

Potential Location of Arizona State Route 303 Loop (FRE):

There is one parcel (Parcel 9) owned by the City of Goodyear that is the potential location for the future Loop 303 consisting of 103.37 gross acres. In addition to being identified as potential right-of-way for the future Loop 303, this parcel is designated as land use district FRE, which allows the parcel to be developed under a variety of underlying zoning district. Note the total acreage for Parcel 9 also includes the Flood Control channel property within Parcel 9.

3) PAD DEVELOPMENT PLAN AND UNDERLYING ZONING

All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting regulations shall be governed by the underlying zoning district for the applicable land use district, except as expressly modified by this PAD. Provisions not contemplated or expressly stated in the PAD shall meet the underlying zoning district requirements.

Below are the PAD land use districts and the underlying zoning district(s):

- LDR1: R1-6, Single-Family, except as expressly modified by this PAD.
- LDR2: R1-6, Single-Family, except as expressly modified by this PAD.
- LDR3: R1-4, Single-Family, except as expressly modified by this PAD.
- LDR4: R1-4, Single-Family, except as expressly modified by this PAD.
- LDR5: R1-4, Single-Family, except as expressly modified by this PAD.
- MU: R1-4, Single-Family, C-2, General Commercial, C-O, Commercial Office, or PFD, Public Facilities District except as expressly modified by this PAD.
- FRE: R1-4, Single-Family, C-2, General Commercial, C-O, Commercial Office, or I-2 General Industrial, except as expressly modified by this PAD.
- MDRA: R1-A, Single-Family, except as expressly modified by this PAD.
- MFR: MF-18, Multi-Family, except as expressly modified by this PAD.
- COM: C-2, General Commercial, except as expressly modified by this PAD.
- IND: I-2, General Industrial, except as expressly modified by this PAD.

4) DEVELOPMENT STANDARDS AND DESIGN GUIDELINES

The following sub-sections introduce and define the uses, regulatory standards, and development standards specifically designed to implement each of the PAD land use districts. The land use districts establish a unique set of standards and design guidelines which will govern the regulatory development process during the multi-year implementation of the PAD. In the event of a conflict between the provisions of this document and the Zoning Ordinance

of the City of Goodyear, Arizona ("Zoning Ordinance"), the provisions of the PAD shall prevail.

I. Low-Density Residential (LDR) District Development Standards and Design Guidelines:

A. Intent
- The LDR land use districts offer a range of single-family housing opportunities disbursed throughout the Project. The Low-Density Residential land use districts are LDR1, LDR2, LDR3 and LDR4, and LDR5.

B. Underlying Zoning Districts for the LDR land use districts set forth in Table 1 and are either
- R1-6
- R1-4

C. Uses
- All uses shall be governed by the underlying R1-6, and R1-4 zoning district, except as modified below:
- Additional Principal Permitted Uses:
  - A portion of Parcel 1D (land use district LDR2) may be developed as part of a Public Facilities District (PFD). In the event a portion of Parcel 1D is used to develop a PFD, it shall be in accordance with the City's PFD zoning district standards in effect at the time of the site plan submittal. The Public utility facility shall serve the immediate area, excluding office facilities and maintenance yard and shall not exceed an acre in size; and

D. Design Guidelines
- Residential subdivision and residential home design shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

E. Development Standards
- The following development standards will apply to the LDR land use districts:

Table 2
LDR Development Standards

Land Use Districts	LDR1	LDR2	LDR3	LDR4	LDR5
Underlying Zoning Districts	**R1-6**	**R1-6**	**R1-4**	**R1-4**	**R1-4**
Minimum Lot Area (sf)	7,200	6,325	5,750	3,800	4,000
Minimum Lot Width (ft.)	60	55	50	40	45
Minimum Lot Depth (ft)	120	115	115	95	90
Maximum Building Height (ft)	30	30	30	30	30
Maximum Building Coverage	60%	60%	60%	TBD [d]	60%
Minimum Setbacks					
Front (ft)	10[c]	10[c]	10[c]	10[c]	10[c,f]
Side (ft)	5	5	5	5	5
Total Sides (ft)[g]	10	10	10	10	10
Street Side (ft)	10[a]	10[a]	10[a]	0[e]	10
Rear (ft)	20	20/18[b]	20/18[b]	10	15

[a] Exempt when residential lot is adjacent to a landscaped tract at least 10 feet wide.
[b] 20 foot setback applies to lots with two-story homes/18 foot floor setback applies to lots with single-story homes.
[c] 1) From right-of-way to side facing garage, or forward living space, or porch.
2) No encroachments will be allowed in the 10 foot setback.
3) Front facing garages shall be 20 feet from the back of walk (sidewalks are detached).
[d] To be determined.
[e] Subject to PUE requirements
[f] Minimum setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.
[g] Total of both sides setback may be reduced to 10 feet subject to the requirements as provided in Section 3-2-3-D of the Goodyear Zoning Ordinance.

II. Medium Density Residential Attached (MDRA) District Development Standards and Design Guidelines:

A. Intent

- The Medium Density Residential Attached District offers a mix of single-family product, including single-family detached homes and single-family attached townhomes. The land use district is MDRA. The MDRA is intended to be an attached alley loaded product.

B. Underlying Zoning District for the MDRA land use district is set forth in Table 1 and is:

- R1-A

C. Uses
- All uses shall be governed by the underlying R1-A zoning district.

D. Design Guidelines
- Residential subdivision and residential home design shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

E. Development Standards
- The following development standards will apply to the MDRA land use districts:

Table 3
MDRA Development Standards

Land Use District	MDRA
Underlying Zoning District	**R1-A**
Minimum Lot Area (sf)	2,400
Minimum Lot Width (ft.)	30
Minimum Lot Depth (ft)	80
Maximum Building Height (ft)	30
Maximum Building Coverage	75%
Minimum Setbacks	
Front (ft)[1,2]	10
Garage (ft)	20
Side (ft)[3]	0
Total Sides (ft)[3]	0
Street Side (ft)[4]	10
Rear (ft)	15
Open Space (% of Net Area)	15%

[1] Front setback shall be measured to patios, livable space, and side entry garages.

[2] Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

[3] Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

[4] Where a minimum 10-foot-wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

III. Multi-Family Residential (MFR) District Development Standards and Design Guidelines:

A. Intent

- The MFR parcel and land use district allows for the development of multi-family residential.

B. Underlying Zoning District for the MFR land use district is set forth in Table 1 and is

- MF-18

C. Uses

- All uses shall be governed by the underlying MF-18 zoning district.

D. Design Guidelines

- Multi-family developments shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

E. Development Standards

- The following development standards will apply to the MFR land use districts:

Table 4
MFR Development Standards

Land Use Districts	MFR
Underlying Zoning Districts	**MF-18**
Maximum Density (Du/Ac)	19.9
Minimum Lot Width (ft.)	200
Minimum Lot Depth (ft)	N/A
Maximum Building Height (ft)	40
Maximum Building Coverage	50%
Minimum Setbacks Front (ft) Side (ft) Total Sides (ft) Street Side (ft) Rear (ft)	 30 30 60 30 30
Minimum Setback from SF Residential Zoning[1] Building Height 20' (ft) Building Height 20'-30' (ft) Building Height > 30'	 30 50 50+5 for Every 1' > 30'

[1] Setback shall be measured from a single-family residential lot or zoning district when not platted, whichever is the furthest

IV. Commercial (COM) District Development Standards and Design Guidelines:

A. Intent

- The Commercial parcels shall be developed in accordance with the City's C-2 standards in effect at the time of site plan submittal and the project shall be designed utilizing the City's then-current General Commercial Design Guidelines. The principally permitted, conditionally permitted and accessory uses allowed within the Commercial parcels shall be those uses that are allowed under the City's C-2 zoning district. The Commercial parcels will add some site amenities in the form of a plaza, courtyard, sitting area with trees for shade, and a water or planter feature that reflects the theme of the commercial district and the City of Goodyear. The main entrance into the commercial district shall be landscaped with plants and include sidewalks for pedestrian access.

B. Underlying Zoning District for the COM land use district is set forth in Table 1 and is

- C-2

C. Uses

- All uses shall be governed by the underlying C-2 zoning district.

D. Design Guidelines

- Commercial developments shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

V. Industrial (IND) District Development Standards and Design Guidelines:

A. Intent

- The Industrial parcels shall be developed in accordance with the City's I-2 standards in effect at the time of site plan submittal and the project shall be designed utilizing the City's then-current General Commercial Design Guidelines. The principally permitted, conditionally permitted and accessory uses allowed within the Industrial parcels shall be those uses that are allowed under the City's I-2 zoning district.

B. Underlying Zoning District for the IND land use district is set forth in Table 1 and is

- I-2

C. Uses

- All uses shall be governed by the underlying I-2 zoning district.

D. Design Guidelines

- Industrial developments shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

VI. Multi-Use (MU) District Development Standards and Design Guidelines:

A. Intent

- The City and the developer recognize that the presence of the future Loop 303 makes it difficult to plan the development of certain parcels within the project, the most problematic being Parcel 3B. In order to provide the developer with flexibility and the ability to development the Parcel in accordance with market demands, Parcel 3B shall be designated as Multi-Use. This Multi-Use (MU) designation will allow for a variety of uses, including residential, commercial and office.

B. Underlying Zoning Districts for the MU land use district is set forth in Table 1 and are:

- R1-4
- C-2
- C-O
- PFD

C. Uses

- All uses shall be governed by the underlying R1-4, C-2, C-O and PDF zoning district.

D. Design Guidelines

- Developments within the MU parcel shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

E. Development Standards

- Commercial development within the MU parcel shall be in accordance with the commercial standards described herein.

- Office development within the MU parcel shall be in accordance with the City's C-O zoning district standards in effect at the time of site plan submittal.

- Public Facilities District development within the MU parcel shall be in accordance with the City's PFD zoning district standards in effect at the time of the site plan submittal.

- In the event a use for the MU parcel is permitted both within the City's C-O zoning district and the City's C-2 zoning district, then the City's C-2 zoning district development standards shall apply.

VII. Potential Location of Arizona State Route 303 Loop (FRE)Development Standards and Design Guidelines:

A. Intent

- Pursuant to the El Cidro Development Agreement, the City acquired 80.443 acres from BET. Parcel 9 has been identified on the Land Use Map using the candy-stripe coloring and the designation of "City of Goodyear Property." The land uses for Parcel 9 include Multi-Use, Residential, Commercial and Industrial, as well as being designated as SR-303 right-of-way. In the event Parcel 9 or portions thereof are developed, rather than used as right-of-way, the development standards shall be those identified herein for the applicable to the underlying zoning districts for the FRE land use district as set forth in Table 1.

B. Underlying Zoning Districts for the FRE land use district is set forth in Table 1 and are

- R1-4
- C-2
- C-O
- PFD
- I-2
- R1-4
- R1-A
- MF-18

C. Uses

- All uses shall be governed by the underlying R1-4, C-2, C-O, PFD I-2, R1-4, R1-A or MF-18 zoning district.

D. Design Guidelines

- Developments within the FRE parcel shall adhere to the City of Goodyear Design Guidelines and Subdivision Regulations (Chapter 15 of the City Code) except as modified by this PAD.

E. Development Standards:

- Residential development within the FRE parcel shall be in accordance with the residential standards described herein.
- Commercial development within the Freeway parcel shall be in accordance with the commercial standards described herein.
- Office development within the FRE parcel shall be in accordance with the City's C-O zoning district standards in effect at the time of site plan submittal.

- Public Facilities District development within the MU parcel shall be in accordance with the City's PFD zoning district standards in effect at the time of the site plan submittal.
- In the event a use for the FRE parcel is permitted both within the City's C-O zoning district and the City's C-2 zoning district, then the City's C-2 zoning district development standards shall apply.

5) LANDSCAPE PLAN/WALL DESIGN

Except as expressly modified by this PAD, the property subject to the El Cidro PAD shall be developed in accordance with the requirements in the Goodyear Zoning Ordinance, including but not limited to the requirements Articles 5 – 9, the City of Goodyear Design Guidelines as may be amended by the City Council, and the Goodyear Subdivision Regulations (Chapter 15 of the City Code) in effect at the time of development.

Subdivision identification will be monumented. There will be two entry monuments along Lower Buckeye Road at the entrances to Parcels 3 and 4. A monument will also be located at the ingress/egress point along Citrus Road between Parcels 1A and 1B, and at the main entrance to the project between Parcels 1E and 1C along Elwood Road. The monuments will adhere to the City of Goodyear Design Standard for all entry monumentation.

A ten-foot landscape tract will be along all major, adjacent arterials. The perimeter, rear, and side walls of lots shall be 6' in height as measured from the high side elevation. Exceptions to this height are the retaining or screen walls, dependent upon location and necessity. All lots backing open space shall have partial view wall or view fencing to provide visual open space and more security, unless otherwise approved by the Zoning Administrator via a specific wall plan.

The open space, as well as the front yards of residential lots, will be planned with Xeriscape to meet the landscape concept for the City of Goodyear. The builder will be responsible for all landscaping of residential front yards. Landscape package options will be submitted to the City for staff approval. Landscaping will consist of a minimum of three trees, shrubs, and groundcover as depicted in the Enhanced Landscape Package exhibit. The landscape plan and wall design for El Cidro will adhere to the City of Goodyear Design Guidelines for single-family, commercial, and industrial uses.

Per the City's first review comments of El Cidro, where street sidewalks are detached, the size of the area between the curb and sidewalk will increase to 4.42' by placing the sidewalk one foot into the PUE. The 20' front setback right-of-way will not be affected. The requirement for increase in the size of the area between the curb and sidewall when sidewalks are detached shall not apply to development of Parcel 4, but Parcel 4 shall comply with all other applicable standards.

6) RESIDENTIAL AMENITIES AND ADDITIONAL REQUIREMENTS

I. El Cidro Westside Residential Amenities and Additional Requirements: The following additional guidelines, requirements, and regulations apply to residential

development within the El Cidro PAD located west of Cotton Lane ("El Cidro Westside").

- Development Within El Cidro West Side shall feature the minimum following amenities:
  - Five (5) tot lots
  - Five (5) ramadas with barbeque grills and picnic tables
  - Two (2) sand volley courts
  - One (1) basketball court area
  - Large trail system with benches
  - Extensive open-play areas

- Most open space will lie within retention basins with the exception of 6.7+ acres used for amenities such as tot lots that will remain high and dry. Landscaped tracts will be adjacent to residential lots along arterial, collector, and local roads.

- Amenities such as trails, tot lots, ramadas, and sand volleyball courts dispersed throughout the development will provide a basis for density bonuses.

- Community Diversity: The home builder will submit a minimum of five (5) single-family detached home floor plans, five (5) housing elevations, and three (3) color schemes for approval. Three landscape packages will also be offered, which will be selected by the purchaser and installed before certificates of occupancy are issued. This diversity will increase the uniqueness of the project, and provide economic and aesthetic sustainability to the community.

- Community Identity: Entry features will be the first prominent focal point in the community. They will provide residents and visitors alike with a comforting sense of home. Many entry ways have been designed to terminate at open spaces, providing a sense of arrival and openness for all persons in the community.

- The entry features will adhere to City of Goodyear Design Standards. El Cidro includes 10' beautifully landscaped tracts along all arterial ingress/egress points, as well as incorporating 10' landscape tracts along many collector and local streets.

- Single-family homes shall comply with the El Cidro Enhanced Front Yard Landscaping Exhibit.

II. The Willow at El Cidro Additional Requirements:

The following additional guidelines, requirements, and regulations apply to development within the El Cidro PAD identified as the Willow at El Cidro (the "Willow").

A. Applicable to all of Willow at El Cidro (Parcels 4A, 4B and 4C of the Land Use Plan)

1. If perimeter walls are constructed along the boundaries of the parcels within the Willow at El Cidro (Parcels 4A, 4B and 4C of the Land Use Plan), the perimeters wall shall be cohesive between the LDR5, MDRA,

and MFR parcels and shall complement the overall themes established within the West Goodyear area and shall provide a complimentary transition between the existing El Cidro development theme wall. The perimeter walls shall provide for connections to adjacent trails, paths, and sidewalks to be provided as identified below.

2. Perimeter walls constructed along the boundaries of the parcels within the Willow at El Cidro (Parcels 4A, 4B and 4C of the Land Use Plan), such as at the project entrances, incorporate cobblestone wall pillars with end caps and/or other agrarian elements and desert/natural colors for the primary wall (not shades of grey, white or pink). Accent colors on the theme wall are encouraged.
3. A West Goodyear monument sign shall be installed at the southwest corner of Lower Buckeye Road and 169th Avenue alignment to match the theme and character of the West Goodyear area (agrarian). This will be achieved by constructing a trellis or agrarian themed monument structure that says "West Goodyear" or "Willow at El Cidro" and "West Goodyear" on the monumentation at this location or similar concept as determined by the Zoning Administrator.
4. If a perimeter wall or fence is constructed along the southern boundary of the property included within the Willow at El Cidro (i.e. Parcel 4C of the Land Use Plan) adjacent to the power line open space corridor, partial view walls and/or partial view fencing shall be utilized except where trash enclosures, utilities and mechanical equipment need to be screened. If parking is located along the southern property line, the partial view wall shall have a minimum of three (3) feet of Concrete Masonry Unit (CMU) or a similar screening material at the base of the wall.
5. Cotton Lane Greenbelt Trail: A 50-foot setback shall be provided along the western boundary of property included within the Willow at El Cidro (i.e. along the western boundary of Parcels 4A and 4C of the Land Use Plan) and shall be fully landscaped and shall include a 6-foot concrete trail and a 4-foot compacted decomposed granite bridle path from the southern end of the development up to the northern project boundary. Connections shall be provided to the existing trails to the north and south of the Willow at El Cidro Property. The trail shall be open to the general public. At least three (3) pedestrian connections shall be provided from the interior of the communities developed within the property included within the Willow at El Cidro to the trail and at least two (2) shaded, publicly accessible seating area shall be constructed along the trail and trees shall be planted on both sides of the trail. There shall be at least 5 feet of landscaping on both sides of the trail between the trail and any wall, including sound walls, constructed along the western boundary of the Property. The 50-foot setback shall remain open to the general public. Perimeter walls shall not be constructed within the 50-foot setback but the 50-foot setback may include adjacent

open spaces or landscape setbacks for development within the Willow at El Cidro.

6. Eastern Landscape Buffer and Trail: A minimum 60-foot landscape setback shall be provided along the eastern boundary of the property included within the Willow at El Cidro (i.e. along the eastern boundary of Parcels 4B and 4C of the Land Use Plan). The landscape buffer shall contain a minimum of one meandering 6-foot compacted DG trail as well as landscaping meeting City Design Standards. The 60-foot setback may contain adjacent open spaces or landscape setbacks for development within Willow at El Cidro. The 60-foot landscape setback shall remain open to the residents of Parcel 4. If a perimeter wall or fence is constructed along the eastern boundary of the property included within the Willow at El Cidro, rear walls facing the 60-foot landscape setback shall be view fencing or partial view fencing.
7. Northern Landscape Buffer and Trail: A minimum 30-foot landscape setback shall be provided along the northern boundary of the property included within the Willow at El Cidro (i.e. along the northern boundary of Parcels 4A and 4B of the Land Use Plan). The 30-foot setback may contain adjacent open spaces or landscape setbacks for development within Willow at El Cidro. At least one (1) pedestrian connections shall be provided from the interior of the community developed within the property included within the Willow at El Cidro to the trail. The trail shall consist of one meandering 6-foot concrete path and associated landscaping. The 30-foot landscape buffer shall be open to the residents of Parcel 4. If a perimeter wall or fence is constructed along the northern boundary of the property included within the Willow at El Cidro, all lot walls facing the 30-foot landscape setback shall be view fencing or partial view fencing.
8. Southern Trail Corridor: At least one (1) pedestrian connection shall be provided from the interior of the communities developed within the Willow at El Cidro to the trail located adjacent to the southern boundary of the property included within the Willow at El Cidro (Parcel 4C of the Land Use Plan). Southern Trail Corridor shall be open to the general public.
9. The Cotton Lane Greenbelt Trail, Eastern Landscape Buffer and Trail, Northern Landscape Buffer and Trail and the access points to the Southern Trail Corridor required above (the "Trails") shall be owned and maintained by homeowners' association(s) for Parcels 4A, 4B, and 4C. The Cotton Lane Greenbelt Trail shall be open to the general public. The Eastern Landscape Buffer and Trail, Northern Landscape Buffer and Trail and Southern Trail Corridor shall remain accessible to all residents within Parcels 4A, 4B, and 4C and shall be stipulated on the plat or in manner acceptable to the City.
10. The Owner shall dedicate an easement to the City allowing for public access to the Cotton Lane Greenbelt Trail. The easement shall be at no cost to the City, shall be lien free and free of all encumbrances except

as agreed to by the City Engineer of his/her designee, and shall be in a form acceptable to the City Attorney or his designee. The dedication for the Trails shall be in connection with the development of property within the Willow at El Cidro adjacent to such Trail.

B. In order to meet the "Reduced" comparable zoning designation and associated development standards outlined above, development within the Willow at El Cidro will include the following:
   1. Amenity Elements:
      i. There shall be a 1.5-acre neighborhood park with Parcel 4B and a 2-acre neighborhood park within Parcel 4C. The two (2) parks shall be placed in a manner which causes them to be located within a ¼ mile walking distance of all single-family dwelling units within The Willow at El Cidro. One large park totaling at least 3.5 acres may be provided in lieu of the two parks provided above. If two parks are provided, it is highly encouraged to connect them via off-street trails.
      ii. A community pool shall be provided in at least one of the parks described above. At least one community pool shall be accessible to the single-family dwelling units within The Willow at El Cidro. The community pool shall be provided within the first park developed above unless otherwise approved by the Zoning Administrator.
      iii. The Amenity Elements described above shall be connected to the Eastern Landscape Buffer and Trail via a meaningful trail connection or enhanced off-street detached sidewalk connection.
   2. Connectivity Elements:
      i. The Cotton Lane Greenbelt Trail shall be constructed and remain unfenced and accessible to the general public.
   3. Streetscape Elements:
      i. A minimum of three (3) of the following elements shall be incorporated into the Preliminary Plat and/or Residential Design Review for the LDR5 portion of the Willow at El Cidro (Parcel 4B of the Land Use Plan). If Reduced Side Setbacks are implemented a minimum of Four (4) elements shall be required. A minimum of Two (2) of the following elements will be incorporated into the Preliminary Plat and/or Residential Design Review for the MDRA portion of the Willow at El Cidro (Parcel 4C of the Land Use Plan). All lots shall either front or directly benefit from at least one of the elements below:
         1. Provide Detached Sidewalks - 5 and a half-foot wide planter adjacent to all roads in interior of the development with HOA maintained landscape strips and street trees.

2. Provide Paving Materials - Decorative pavers on all driveway of lots that are 45-feet-wide Provide Additional Streetscape Elements – Pavers and/or colored concrete will be used at the three main entrances into the development and maintained by the HOA.
3. Provide Additional front setback. Homes (and all elements of the homes and garages) have a minimum setback of 30-feet.
4. Provide 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.
5. Provide Alley – Loaded Homes (i.e. homes with alley loaded garages).
6. Provide Open Space Facing Homes (i.e. homes that do not have a traditional front yard but face onto a shared open space or courtyard).
7. Provide Porches and Courtyards. This requires that 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.
8. Provide 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.

C. Development with Low Density Residential land use district (LDR5 – Parcel 4B in the Land Use Plan) and the Medium Density Residential Attached land use district (MDRA – Parcel 4C in the land Use Plan) shall comply with the following:
    1. There shall be one (1) guest parking space provided, per platted lot subject to the following:
        i. The guest parking space may be accommodated via on-street parking or in a guest parking space located on an alley, HOA maintained tract, or parking lot so long as it is no more than 165 feet away from access to the parking lot, parking field or street side parking.

ii. If guest parking is provided for within an HOA maintained alley, tract, parking field or parking lot the spaces must be striped.

2. Alley – Loaded Residential. Homes with alley loaded garages that accessed by Private Alleys shall comply with the following.
    i. 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.
    ii. 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.
    iii. 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.
3. The front setback of residential units shall not be located within 30 feet of a solid wall that exceed 3 feet in height. For this provision, the front setback shall be measured from the covered building front porch or the front of the building, whichever is closest to the wall.

D. Development with the Multi-Family Residential District (MFR – Parcel 4A of the Land Use Plan) shall comply with the following:
    1. All development within the MFR is subject to Administrative Site Plan review.
    2. The number of dwelling units per acre that may be developed in the MFR land use district (Parcel 4A) shall not exceed 19.9 dwelling units per acre.
    3. Development within the MFR Parcel include color schemes that add visual interest and variation to buildings on the site.
        i. At least two (2) base colors and three (3) accent colors/materials shall be used throughout the site. The combination of base colors and accent colors/materials shall be used in a manner which creates a minimum of 4 (four) unique building schemes throughout the site.
        ii. The color palates that incorporate a variety of colors and not simply shades of grays/browns.

iii. Each dwelling unit shall have a minimum of 60 square feet of private outdoor open space in the form of private patios, and private balconies.
iv. A variation in roof height is required.
v. In lieu of complying with the City of Goodyear Design Guidelines requiring Multi-story buildings (exceeding two stories) stepping up and back from the street and adjacent properties (Incorporating a tiered design with one or two-stories in the front and increasing to multiple stories in the rear) the following shall apply:
    a. All residential multi-family buildings within 20 feet of the eastern boundary of the multi-family district or landscape setback shall provide at least one (1) pedestrian connection, per building, to the adjacent public or private sidewalk which features a shaded pedestrian element and all residential multi-family buildings within 20 feet of the Northern Landscape Buffer and Trail shall provide at least one pedestrian connection, per building, to the public or private sidewalk which features a shaded pedestrian element.

4. At least one of the pedestrian connections to the Cotton Lane Greenbelt Trail required to be provided as set forth in Section II (A)(5) above shall be located within the MFR land use district (Parcel 4A).
5. A minimum 15-foot-wide landscape buffer shall be installed along the southern boundary of the MFR Parcel. No buildings, carports, parking spaces or drive aisles/ driveways shall be located within the landscape buffer except drive aisles/driveways may cross over a landscape buffer as needed to access a parking lot. The landscape buffer may include sidewalks, parks/open space, and private yards.
6. Amenities shall comply with Article 3-5-5 of the Goodyear Zoning Ordinance. In addition, each of the following additional enhanced amenities shall also be provided:
    i. Minimum 6,500 square foot clubhouse/leasing office (may be located in separate buildings)
    ii. Resort-style pool
    iii. Shaded seating areas
    iv. Fitness center (may be located in clubhouse)
    v. Outdoor barbeque area
    vi. Turf area(s)

7) ARCHITECTURAL GUIDELINES

The proposed homes will be made of high-quality material and architectural features to ensure long-term use and protected land value. The builder will submit color palettes for roof materials, dwelling units, accessory structures, and all other items associated with the development. As

mentioned above, a minimum of five floor plans, five elevations, and three color schemes will also be submitted by the builder for City approval.

At this time, architectural guidelines have not been fully established. The developer is willing to work with the City to establish architectural guidelines that will enhance the City's goals and vision, in making this an exceptional development. The CC&R's will be used as a template for providing a variety of housing alternatives.

8) CIRCULATION

The El Cidro internal street system shall be designed with a combination of short/long blocks and cul-de-sacs emphasizing accessibility and street networking, as well as connectivity to adjacent PADs. A roundabout is planned for the intersection of Elwood Street and 173rd Avenue, to keep traffic speed at appropriate levels, as agreed upon between staff and developer.

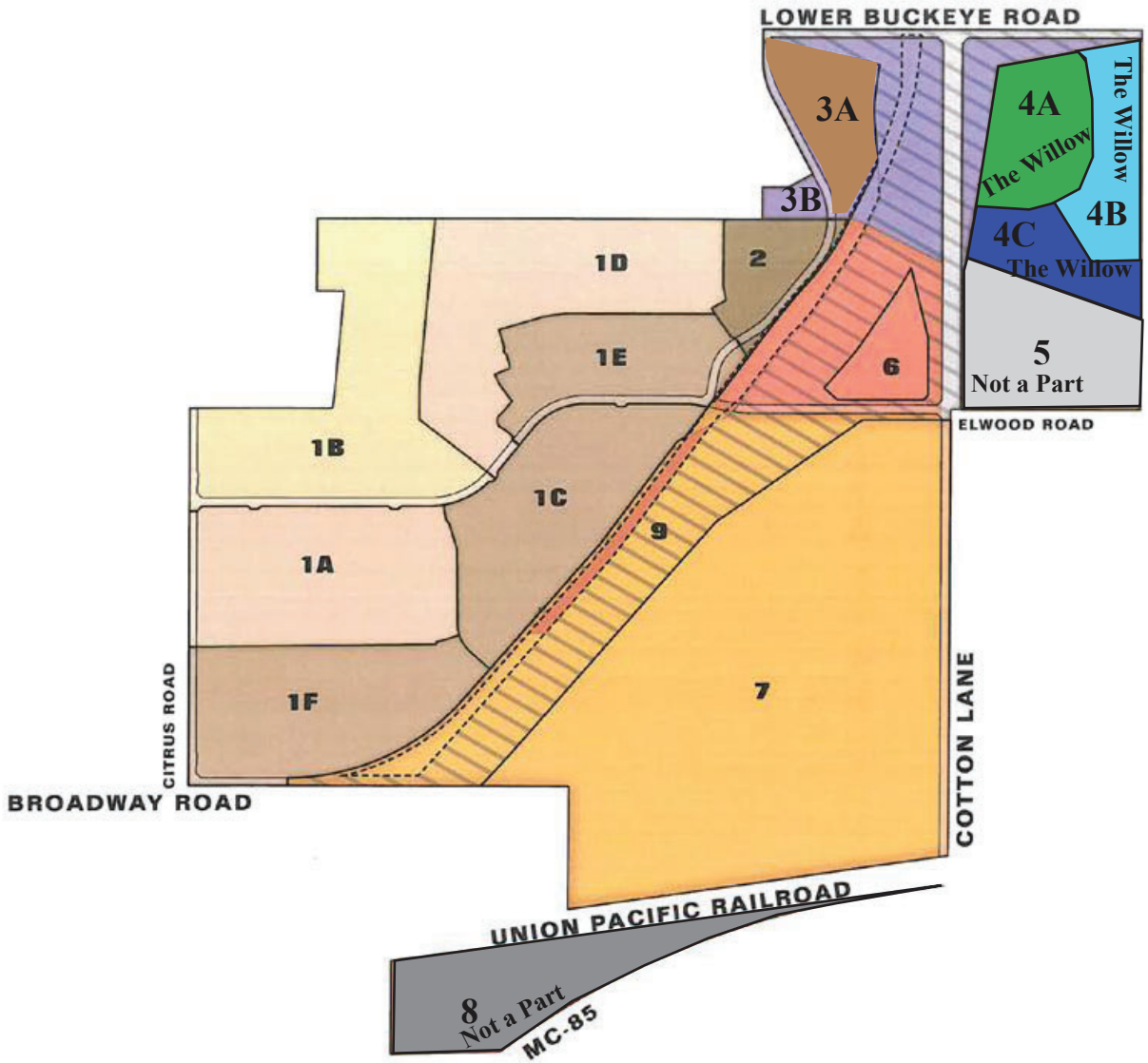
In addition to single-occupancy vehicles, City transportation will be furthered through the addition of bus bays placed at each monumented entrance, as well as each direction on the corners of Elwood and Cotton Lane in the El Cidro development. Two bus bays will be constructed northbound on Citrus Road and eastbound on Lower Buckeye Road.

The overall street design discourages non-resident traffic and allows access to neighborhood trails and amenities. It is anticipated that all streets will be public with no gated entries. In the event there are private interior roadways, such roadways will be maintained by the HOA. All public roadway improvements associated with the proposed development shall be designed and built to City standards.

9) COVENANTS, CONDITIONS, AND RESTRICTIONS

A set of Covenants, Conditions, and Restrictions (CC & R's) will establish a master homeowners' association (HOA) that will be responsible for the maintenance of the perimeter theme walls, signage, trails, landscape buffers and landscaping in all common areas and rights-of-way.

EL CIDRO LAND USE PLAN



Legend

- LDR4
- LDR3
- LDR2
- LDR1
- Commercial
- Industrial
- Multi-Use
- Arterials/Collectors
- City of Goodyear Property
- Flood Control Channel
- Not a Part
- Not a Part
- LDR5
- MDRA
- MFR

El Cidro

Land Use Plan

Figure 2

N

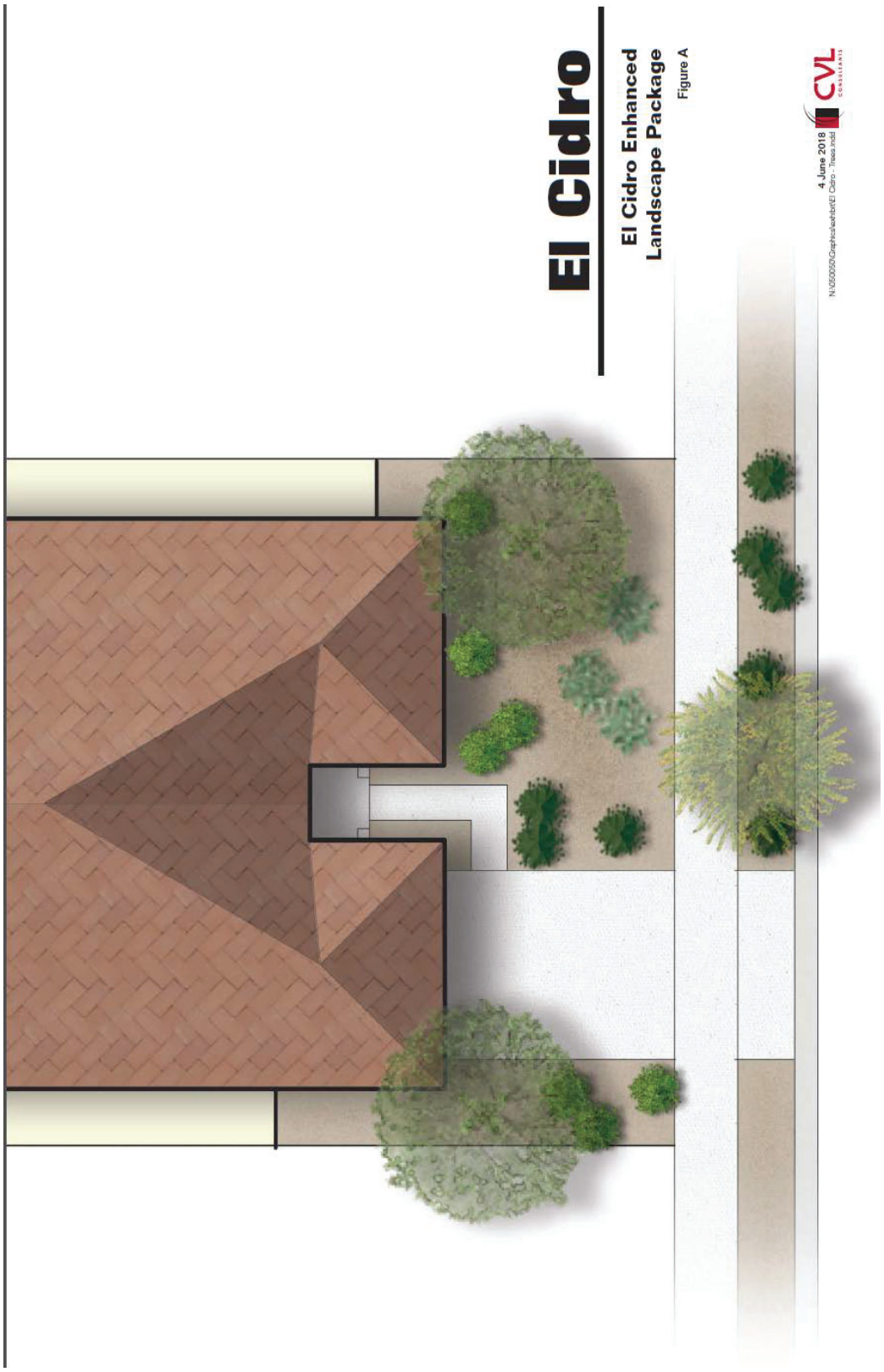
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15 May 2018

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CVL CONSULTANTS

EL CIDRO ENHANCED FRONT YARD LANDSCAPING EXHIBIT



Name of Map: City of Goodyear

Description: Willow at El Cidro Ranch

23-200-00007



PAD AMENDMENT
(El Cidro PAD)

Narrative

Willow at El Cidro Ranch

(El Cidro – Parcel 4)

Goodyear, Arizona

1st Submittal: June 29, 2023
2nd Submittal: November 20, 2023

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I. Purpose of Request

"Willow at El Cidro Ranch" is a proposed diverse residential housing community on an approximately 42.4-acre parcel of relatively unimproved agricultural land comprising APN 500-06-017E (the "Property"), located at the southeast corner of the future SR303 Freeway (Cotton Lane alignment) and Lower Buckeye Road in the City of Goodyear (the "City"). The Property is bordered by the future SR303 Freeway ROW and Lower Buckeye Road on the north, unincorporated Maricopa County residential properties to the east, the planned "Vita at El Cidro Ranch" build for rentresidential development to the south, and the future SR303 Freeway ROW and Cotton Lane on the west (see **Exhibit 1 – Context Map**). The Property comprises Parcel 4 of the existing El Cidro Planned Area Development (the "El Cidro PAD") which also encompasses the majority of the properties to the west (see **Exhibit 2 – Existing El Cidro Land Use Plan**).

Willow at El Cidro Ranch has been strategically located at this location and responds to ADOT's pending construction of the future SR303 Freeway (which will be significantly elevated above the adjacent properties at this location) and associated interchange immediately adjacent to the Property, which was not contemplated when the El Cidro PAD was originally approved by the City in 2007. *Willow at El Cidro Ranch* will provide a range of residential densities and diverse housing options, providing a transition of development height and intensity from the elevated SR303 Freeway and associated interchange back to the existing, lower density residential uses to the east of the Property.

As has previously been introduced to the City's Elected Officials, Management and Staff, BET Investments (dba El Cidro Ranch LLC) is proposing the development of *Willow at El Cidro Ranch*; an approximately 463-unit residential community, comprising a mix of single-family detached, single-family attached townhome units (alley-loaded), and multi-family units, all in conformance with the Property's existing "Neighborhood" General Plan land use designation. This sub-market of the City is under-served by housing product of this type, so this request will help fill a need in the sub-market area. The existing El Cidro PAD was planned in accordance with the City's prior General Plan which has since been updated and replaced. Consequently, *Willow at El Cidro Ranch* offers a proposed development that is consistent and compatible with the City's current General Plan.

The purpose of this application (as further outlined in Section II below), submitted on behalf of El Cidro Ranch LLC, is to request an amendment to the existing El Cidro PAD with respect to Parcel 4 only. The proposed amendment builds upon the existing entitlements for Parcel 4 and revises the land use regulations and development standards to accommodate a mix of low and medium density single-family (detached and attached) and multi-family residential uses.

II. Description of Proposed PAD Amendment

El Cidro Ranch LLC has owned the Property since 2004. The Property is currently zoned PAD and comprises Parcel 4 of the larger El Cidro PAD, originally approved by the City in 2007 as Case No. 06-200-00015. The El Cidro PAD was subsequently amended eight times over the past 16 years, most recently in 2018. The El Cidro PAD currently designates the Property as "Low Density Residential 1", which contemplates a residential density of 2.0 – 4.0 DU/Acre. This land use district was first established for the Property in 2007 when the El Cidro PAD was originally approved.

Due to the Property's proximity to the future elevated SR303 Freeway and associated interchange (slated for construction by ADOT in 2026), there has been no interest in the market to develop the Property as "Low Density Residential 1" per the El Cidro PAD, as lower density residential uses are simply less desirable and largely incompatible with an adjacent elevated freeway facility. Additionally,

ADOT's ongoing design changes for this portion of SR303 now feature an even more elevated and extensive freeway at this location.

El Cidro Ranch LLC is therefore requesting an amendment of the El Cidro PAD, with respect to Parcel 4 only, to revise the Property's existing "Low Density Residential 1" land use district with three (3) separate land use districts termed "Low Density Residential 5" or "LDR5", "Medium Density Residential A" or "MDRA", and "Multi-Family Residential" or "MFR", each of which will include distinct development standards for the housing product types proposed for the Property as outlined in Section III below (the "PAD Amendment") (see **Exhibit 3 – Proposed Land Use Plan**). The requested PAD Amendment will facilitate the development of the proposed *Willow at El Cidro Ranch*, which will include three separate residential development units. Totaling approximately 463 residences, *Willow at El Cidro Ranch* will include a mix of single-family residences, single-family attached townhome units (alley-loaded), and multi-family units, all in conformance with the Property's existing "Neighborhood" General Plan land use designation. *Willow at El Cidro Ranch* will provide a compatible transition of both development height and intensity from the elevated SR303 Freeway on the north and west to the existing lower density residential uses to the east.

It should be noted that ADOT's official September 27, 2018 Final Noise Report Addendum recognized the permitting requirement threshold for El Cidro Ranch Parcel 4 had been met per FHWA approval for the SR303 Freeway, confirming that a sound wall is not required to be built by the property owner on the east side of the freeway adjacent to the Property. The residential uses proposed by *Willow at El Cidro Ranch* are contemplated in the use category assumed by ADOT for the Property in this noise study. A proposed El Cidro noise wall will be designed and built by ADOT and has already been recognized by the Federal Highway Administration as "planned, designed, and programmed" by ADOT.

The proposed PAD Amendment will establish uses and development standards for the Property based on those of the City's R1-4, R1-A, and MF-18 Residential Zoning Districts, establish design guidelines, and provide a conceptual development plan described in more detail in Section III below to guide future site plan approvals. This will give the City certainty as to how the requested PAD Amendment will be implemented on the Property.

III. Development Plan

Permitted Uses

Willow at El Cidro Ranch will be comprised of three (3) distinct land use districts representing the three (3) proposed housing product types. The permitted uses in these land use districts are all those uses allowed in the R1-4, R1-A, and MF-18 Residential Zoning Districts as set forth in **Table 1** below and in accordance with Article 3-2 of the City's Zoning Ordinance. Unless explicitly modified within this PAD Amendment, then the City's Zoning Ordinance prevails.

Table 1 – Permitted Uses

Land Use Districts	Permitted Uses
LDR5	R1-4
MDRA	R1-A*
MFR	MF-18

*Up to 15% of the units in MDRA may be detached.

Proposed Lot/Unit Size & Distribution

As depicted in **Exhibit 4 – Conceptual Development Plan**, *Willow at El Cidro Ranch* will include approximately 463 units, comprising a mix of single-family detached units, two-story single-family attached townhome units (alley-loaded), and three-story multi-family "stacked flats". The community has been designed to be compatible with its proximity to the future elevated SR303 Freeway and associated interchange. The product type distribution currently contemplated for *Willow at El Cidro Ranch* is as outlined in **Table 2** below:

Table 2 – Proposed Product Type & Distribution

Land Use District	Product Type	% of Total Within District
LDR5	SF Detached	100%
MDRA	SF Attached Townhomes Units (Alley Loaded)	85 -100%
	SF Detached Townhomes (Alley Loaded)	0-15%
MFR	Multi-Family (Apartments/Stacked Flats)	100%

Proposed Development Standards

In order to accommodate the lot/unit sizes and housing product proposed for *Willow at El Cidro Ranch* (which are not currently contemplated in the El Cidro PAD), the development standards in **Tables 3 and 4** below are proposed to replace the "LDR1" development standards applicable to the Property as set forth in the El Cidro PAD (deviations are noted in **bold**):

Table 3 – Single-Family Development Standards

Land Use Districts	R1-4	LDR5	R1-A	MDRA
Underlying Zoning Districts		R1-4		R1-A
	City Standard	Amended PAD Standard	City Standard	Amended PAD Standard
Minimum Lot Area (sf)	4,500	**4,000**	2,800	**2,400**
Minimum Lot Width (ft.)	45	45	35	**30**
Minimum Lot Depth (ft)	100	**90**	80	80
Maximum Building Height (ft)	30	30	30	30
Maximum Building Coverage	60%	60%	75%	75%
Minimum Setbacks				
Front (ft)[1, 2]	10	10	10	10
Garage (ft)	20	20	20	20
Side (ft)[3]	5	5	0	0
Total Sides (ft)[3]	15	15[5]	0	0
Street Side (ft)[4]	10	10	10	10
Rear (ft)	20	**15**	15	15
Open Space (% of Net Area)	15%	15%	15%	15%

[1] Front setback shall be measured to patios, livable space, and side entry garages.

[2] Setback from a public or private street that is not providing direct vehicular access to homes shall be 10 feet.

[3] Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

[4] Where a minimum 10-foot-wide landscape tract is provided, the typical side setbacks, rather than the Street Side setback applies.

[5] Total of both sides setback may be reduced to 10 feet subject to the requirements as provided in Section 3-2-3-D.

Table 4 – Multi-Family Development Standards

Land Use Districts	MF-18	MFR
Underlying Zoning Districts		MF-18
	City Standard	Amended PAD Standard
Maximum Density (Du/Ac)	18	19.9
Minimum Lot Width (ft.)	200	200
Minimum Lot Depth (ft)	N/A	N/A
Maximum Building Height (ft)	30	**40**
Accessory building (ft)	12	12
Maximum Building Coverage	50%	50%
Minimum Setbacks[5] Front (ft)[1] Side (ft) Total Sides (ft) Street Side (ft)[4] Rear (ft)	 30 30 60 30 30	 30 30 60 30 30
Minimum Setbacks from SF Residential Zoning[5] Building Height 20' Building Height 20'-30' Building Height > 30'	 30' 50' 50' +5' for every 1' > 30'	 30' 50' 50' +5' for every 1' > 30'
Recreation Open Space (SF/DU)	400	400
Private Outdoor Open Space (SF/DU)	60	60

Justification for Development Standards Deviations

- *30' landscape buffer measured to curb in MFR District (Staff Interpretation).*
  - The required 30' landscape buffer shall be provided in the MDRA District adjacent to the internal spine road. However, such buffer will be measured from back of the right of way and may include a detached sidewalk and view fence. A minimum buffer of 20' shall be

provided between the right of way and view fence. The entire buffer will be landscaped, satisfying the intent of the code requirement.

- *40' building height permitted in the MFR District.*
    - The future 303 alignment and planned elevated traffic interchange immediately adjacent to the MFR District warrants additional height at this location. The increased height will provide additional buffering for the single-family districts from the freeway and allows for additional opportunities for open space and amenities.

- *Minimum lot depth of 90 feet in the LDR5 District.*
    - Reducing the minimum lot depth by 10' in the LDR5 District promotes efficient use of the site. The lot size is compatible with homebuilder product that is common in the market and enables activation of more open space, including the enhanced trail corridor along the eastern perimeter. This also enables a larger buffer for the County RU-43 residences to the east.

- *Minimum lot area of 4,000* square *feet in the LDR5 District.*
    - As described above, the 90' lot depth enables the development to include more active open space, including the proposed 60' wide trail on the eastern perimeter of the Property. The single-family residential component of *Willow at El Cidro Ranch* provides more than double the City's minimum required open space with 4.8 acres of open space, including 1.8 acres of active open space. The proposed lot sizes enable home builders to deliver a product with demand in the market while encouraging community activation.

- *Minimum rear setback of 15 feet in the LDR5 District.*
    - Reducing the rear setback by 5' will allow for optimal land use by maximizing the buildable area of the site. Given the overall site constraints as a result of the Loop 303 alignment and the desire to provide outdoor amenities, the minor setback reduction allows for additional units of an in-demand residential housing product. This not only helps maintain affordability but allows for more housing to meet the increasing demand in this area.

- *Minimum lot width of 30 feet in the MDRA District*.
    - Reducing the minimum lot width by 5' in the MDRA District promotes efficient use of the site. The lot size is compatible with homebuilder product that is common in the market and enables activation of more open space. The MDRA District of *Willow at El Cidro Ranch* will include 5.5 acres of open space, including 2.1 acres of active open space.

- *Minimum lot area of 2,400 feet in the MDRA District.*
    - With 30' lots being compatible with in-demand homebuilder product, allocating additional square footage to open space and amenities encourages outdoor activity and community activation. As described below, the single-family residential component of *Willow at El Cidro Ranch* provides more than double the City's minimum required open space. This creates an attractive community with a variety of housing options.

Conceptual Open Space & Amenities (Overall)

Willow at El Cidro Ranch will significantly exceed the City's minimum 15% open space requirement for single-family residential development, providing at least 10.3 acres or 39% of the single-family development units (Parcels B and C) as open space. **See Exhibit 5, Conceptual Open Space Plan.** Abundant open space and amenity programming will be central design features for each development unit within this community. As shown on **Exhibit 6 – Conceptual Landscape Plan**, the single-family

portion of the project will include two park amenity areas, ensuring that all residents have convenient walkable access to a variety of open space and amenity opportunities.

- Parcel B will have a total of 1.8 acres of usable open space.

- Parcel C will have a total of 2.1 acres of usable open space.

- Additionally, *Willow at El Cidro Ranch* will have a continuous open space buffer around the perimeter of the project, accessible to both the single-family and multi-family portions of the project. This open space buffer will have a minimum width of 50' on the western boundary, 30' on the northern boundary, and 60' on the eastern boundary. The southern boundary is adjacent to the 100' wide powerline easement corridor which will be developed as an open space area by the development to the south. Additionally, the open space buffer on the northern, western, and eastern perimeters will feature a continuous pedestrian pathway that will connect to the pathway in the powerline corridor to the south, thereby creating a 4.8-acre trail corridor with a nearly 1-mile (4,440 LF) pedestrian trail loop for all residents of *Willow at El Cidro Ranch* to enjoy. This perimeter open space buffer will also serve to provide proper screening and buffering from the adjacent land uses. The trail on the western perimeter will also be available for use by the public with access from the powerline easement trail.

Conceptual Open Space & Amenities (Multi-Family)

The multi-family portion of *Willow at El Cidro Ranch* will separately satisfy the City's open space requirements for multi-family residential uses. In addition to having full access and connectivity to the overall community open space amenities outlined above, the multi-family portion of the project will have its own exclusive park amenity area.

- The Multi-Family Common Area will feature a minimum of 2.1 acres of activated open space and will include a community pool and cabana facility, a clubhouse, and turf activity. The Multi-Family Common Area, combined with the non-programmed open space within the multi-family portion of the project, will total 6.2 acres or approximately 270,072 SF in size (664 SF/DU), thereby significantly exceeding the 400 SF per DU required by the MF-18 development standards for the 312 proposed units.

- Additionally, each of the multi-family units will have a private outdoor open space area of at least 60 SF per DU. This private outdoor open space will be provided in the form of private patios for ground-level units and private balconies for 2nd and 3rd level units.

Pedestrian Connectivity

Willow at El Cidro Ranch is intended to promote excellent internal walkability and connectivity consistent with a more urban environment feel. To that end, the following measures illustrated on **Exhibit 7 – Pedestrian Connectivity Plan** have been implemented:

- As noted above, a nearly 1-mile pedestrian trail has been created in the open space buffer around the north, west, and east perimeters of the project and connecting to the trail in the powerline corridor to the south.

- A minimum of 6 pedestrian connections have been provided from the interior of the project out to the perimeter trail loop.

- The main park amenity areas within the project are connected and accessible to the residents via a series of pedestrian pathways and street sidewalks.

Parking

Multi-Family District

The MFR district will provide a total of 590 parking spaces, which exceeds the required minimum of 587 spaces based on applicable parking ratios for multifamily development. A minimum of 2% of the required parking spaces will be reserved for handicap parking and 2 spaces shall be van accessible. Guest parking in the MFR district is provided per minimum City Standards.

MDRA District

For the MDRA district, guest parking spaces have been included near the centralized amenity areas and can also be accommodated with on-street parking and in the individual unit driveways. Parking will meet minimum City standards.

Entry Monumentation

Entry monumentation welcoming visitors and residents to *Willow at El Cidro Ranch* will be provided at the two main entrances to the community off of Cotton Lane and Lower Buckeye Road and will be designed to be consistent and appropriate for the character of the area. Entry monumentation will conform to the City standards as outlined in Article 7 of the Zoning Ordinance.

Walls & Fencing

Project walls and fencing for *Willow at El Cidro Ranch* have been strategically located to provide the appropriate balance of privacy, security, and view opportunities within the project itself and with its relationship to the surrounding community. Perimeter walls constructed along the boundaries of the Property will complement the overall themes established within the West Goodyear area and will provide a complementary transition between the existing El Cidro developments theme wall.

Additionally, perimeter walls constructed along the boundaries of the Property will, where possible and practical at locations such as project entrances, incorporate cobblestone wall pillars with end caps and/or other agrarian elements and desert/natural colors. *Willow at El Cidro Ranch* will feature primarily solid perimeter walls on the north, east, and west boundaries to provide privacy and security, with partial view wall provided along the southern boundary, thereby enhancing the visual connectivity with the open space corridor to the south (see **Exhibit 8 – Conceptual Site Wall & Street Sections Exhibit**).

Design Requirements

Willow at El Cidro Ranch will implement at least the minimum required number of design elements from the list of options in **Table 5** below:

Table 5 – Additional Design Elements

Land Use Districts	LDR5	MDRA
Amenity Elements (Required)	(1)	(1)
Adjacent to Community Amenity		
Additional Open Space		
Additional Internal Park Amenities		
Integrated Commercial		
Additional Amenities		
Connectivity Elements (Required)	(2)	(2)
Infill Development		
Limited Subdivision Perimeter Walls		
Trail System Connections		
Smaller Blocks		
Lot Diversity		
Additional Connectivity Elements		
Streetscapes Elements (Required)	(3)	(1)
Additional Front Setbacks		
Detached Sidewalks		
Shared or Clustered Driveways		
Alley-Loaded		
Open Space Facing Homes		
Porches & Courtyards		
Paving Material		
Deep Recessed Garages		
Additional Streetscape Elements		

El Cidro Ranch LLC or another future developer may elect to implement any of the additional design elements in **Table 5** above in order to meet the minimum required number for each land use district, and/or any other design elements that may be approved by the City's Zoning Administrator. Though not a comprehensive list, *Willow at El Cidro Ranch* currently anticipates implementing the following:

Amenity Elements

- Adjacent to Community Amenity – *Willow at El Cidro Ranch* is immediately adjacent to a powerline open space corridor that will be improved by the project to the south with a pedestrian trail to serve as a community amenity. *Willow at El Cidro Ranch* will connect its planned perimeter trail corridor to this community amenity, thereby providing a 1-mile trail loop (see **Exhibit 6 – Conceptual Landscape Plan**. This amenity element would apply to both single-family land use districts (LDR5 and MDRA).

- Additional Internal Park Elements – *Willow at El Cidro Ranch* shall provide Additional Internal Park Amenities in the Parcel B Open Space and the Parcel C Open Space as depicted in **Exhibit 6 – Conceptual Landscape Plan** (this amenity element would apply to both single-family land use districts (LDR5 and MDRA). Development of Parcels B and C may include amenities selected from the list below or comparable:

  - Benches
  - On-site parking
  - Trash Receptacle
  - Drinking fountains
  - Seating Nodes
  - Open Space
  - Internal Trails and Paths
  - Shade Structure
  - Shade Trees
  - Passive Turf Areas
  - Turf retention basin
  - Community garden
  - Botanical garden
  - Small Play Structure (ages 5-12)
  - Tot Lot (ages 2-5)
  - Interactive Water Play
  - Pool
  - Ramada/Built Shade
  - Fire Pit
  - Outdoor Dining and BBQ area
  - Dog Park
  - Splash pad
  - Exercise/Fitness Park
  - Crawl tunnel
  - Bocce ball court
  - Lawn Games
  - Tennis court
  - Basketball court
  - Baseball field
  - Bag toss
  - Soccer field
  - Bike parking
  - Activity/discovery trail
  - Turf/Sand Volleyball Court
  - Sport Court
  - Barbeque

Connectivity Elements

- Limited Subdivision Perimeter Wall – Except as may be modified to comply with applicable development standards and final platting, the design of the walls and fencing installed around the perimeter of *Willow at El Cidro Ranch* shall be consistent with the walls and fencing reflected in **Exhibit 8 - Conceptual Site Wall & Street Sections Exhibit**. Along the southern boundary of the project adjacent to the powerline/open space corridor, 100% of the project's perimeter wall will be partial view wall. This connectivity element would apply to the MDRA single-family land use district.

- Trail System Connections – As outlined in **Exhibit 7 – Pedestrian Connectivity Plan**, *Willow at El Cidro Ranch* is located immediately adjacent to the powerline open space corridor and trail on the project's southern boundary. The project will provide multiple pedestrian connections out to this trail, thereby creating a nearly 1-mile-long trail system along the perimeter of the project. This connectivity element would apply to both single-family land use districts (LDR5 and MDRA).

- Additional Connectivity Elements – As outlined in **Exhibit 7 – Pedestrian Connectivity Plan**, *Willow at El Cidro Ranch* shall provide a minimum of 6 pedestrian connections to the perimeter trail system (it should be noted that such connections may be gated and will not allow "pass-thru" pedestrian traffic from the surrounding community); pedestrian gates built in tandem with

vehicular entries shall count as one (1) pedestrian connection. This connectivity element would apply to both single-family land use districts (LDR5 and MDRA):

- Lower Buckeye Road & North Boundary Trail:
    - A minimum of one (1) pedestrian connection shall be designed from the interior of the community out to the street sidewalk and/or pedestrian trail along the north boundary of the project, facilitating enhanced connectivity to the surrounding area.
- Cotton Lane & West Boundary Trail:
    - A minimum of three (3) pedestrian connections shall be designed from the interior of the community out to street sidewalk and/or pedestrian trail along the west boundary of the project, facilitating enhanced connectivity to the surrounding area. Additionally, a minimum of two (2) publicly accessible, shaded seating areas shall be provided along the trail.

.

- Southern Powerline Open Space & Trail Corridor:
    - The perimeter trail on both the east boundary and the west boundary will connect to each end of the existing trail within the powerline open space corridor to the south of the project, thereby creating the 1-mile perimeter trail loop that can be utilized by Willow at El Cidro Ranch residents.

Streetscape Elements

- Alley-Loaded – The housing product proposed for the MDRA land use districts will be alley-loaded.
- Porches & Courtyards – 100% of MDR Homes shall 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.

IV. Design Guidelines

The required design guidelines for *Willow at El Cidro Ranch* will be in general conformance with the single-family residential requirements of Chapter 2 and the multi-family residential requirements of Chapter 3 of the City of Goodyear Design Guidelines, except as modified by the following:

Single-Family Residential Subdivision Design – Lot & Tract Design

3.A(1)(h) *Corner lots are encouraged to be at least ten (10) feet wider than interior lots to accommodate housing product and street side setbacks.*

Corner lots at *Willow at El Cidro Ranch* will either be 10 feet wider than interior lots or located adjacent to a minimum 10-foot-wide landscape tract.

Architectural Form – Building/Garage Orientation

3.B(1)(a) *Garages should be designed and located to reduce the visual impact of garage doors along street frontages. A mix of garage orientations (i.e., significantly recessed front facing, side entry, tandem) shall be provided.*

Willow at El Cidro Ranch will not offer any floorplans with side-entry garage plans. The single-family attached residential product will be alley-loaded which has no garages on the front of the homes. Garages on the non-alley-loaded product will be recessed from the livable portion of the homes.

Architectural Form – Architectural Design

3.B(2)(b) *The front door of the home shall be clearly visible from public view (i.e., from the front portion of the lot).*

The front door shall be visible from public view in all cases. For alley-loaded townhomes, the front door will either face street right-of-way or an open space tract and will therefore be visible from public view despite not being located on the front portion of the lot.

3.B(2)(u) *A useable, covered outdoor patio should be provided on the rear side of each unit. Covered patio dimensions should be at least 100 square feet, with a minimum interior dimension of ten feet (10').*

The homes offered at *Willow at El Cidro Ranch* will meet the minimum size requirement of the outdoor patio, but in order to allow more natural light into these areas the outdoor patios will not be covered.

Multi-Family Residential Design – Architectural Guidelines - Building Scale & Height

3.B(1) *Multi-story buildings (exceeding two stories) shall step up and back from the street and adjacent properties. Incorporate a tiered design with one or two-stories in the front and increasing to multiple stories in the rear where appropriate.*

The multi-story buildings in the MFR land use district of *Willow at El Cidro Ranch* will not step up and back from the street and adjacent properties. In this case, the MFR portion of the project is located immediately adjacent to the future SR303 Freeway and Lower Buckeye Road interchange and is additionally buffered from these facilities by a 50'-wide landscape setback. Creating a step up/back from such a condition is unwarranted and unnecessary. The rest of the project's housing product is expected to include primarily two-story product, thereby further eliminating the need to step up/back the buildings.

The multifamily buildings are separated from the single-family residential districts by a public minor collector street with a 48' street section, bike lanes, and detached sidewalks. Combined with the landscape buffers there will be adequate separation to avoid any stark height contrasts between development areas, while also providing a buffer for the single-family development units from the freeway.

V. Proposed Housing Product

Although not the subject of this current request, we understand the housing product proposed for *Willow at El Cidro Ranch* is important to an overall assessment and review of the development. As previously indicated, El Cidro Ranch LLC is currently contemplating three distinct product types for this community: single-family detached units, single-family attached townhome units (alley-loaded), and

three-story multi-family stacked flats, in order to create a range and diversity in housing product offerings (see **Exhibit 9 – Sample Project Imagery**):

- The single-family detached units proposed for the LDR5 land use district will primarily be a two-story product on a 45' x 90' lot. This product series will range in size from approximately 1,300 SF to 2,200 SF and feature 2 car garages plus a full-length driveway.

- The single-family attached townhome units (alley-loaded) proposed for the MDRA land use district will be a two-story product on a 30' x 80' lots which include a minimum 10' rear yard, largely put together in 4-unit buildings. This product series will range in size from approximately 1,200 SF to 2,020 SF and feature two-car garages plus a full-length driveway. In order to accommodate a variation on product and limit long blocks of units. Up to 15% of the overall MDRA units may be a single-family detached townhome.

- The multi-family product proposed for the MFR land use district will consist of three story stacked flats with units ranging in size from approximately 750 SF to 1,280 SF. Surface parking will be provided.

The provided sample housing products are intended to be purely conceptual and representative of architectural styles. Final housing designs shall be subject to Design Review and approval.

VI. Streets & Circulation

The main street through the project from the previously negotiated primary entrance locations from Lower Buckeye Road and Cotton Lane will utilize a 60' wide public minor collector street with a 48' wide street section, bike lanes, and detached sidewalks. The LDR5 district will utilize a 50' wide public local street with an approximately 33' wide street section and attached sidewalks. The MDRA section will utilize a 43' private local street with a 32' wide street section, parking on both sides of the street, and attached sidewalks. Finally, the alleys will utilize a 26' wide street section with no on-street parking allowed (see **Exhibit 8 - Conceptual Site Wall & Street Sections Exhibit**).

Willow at El Cidro Ranch will be easily accessible from the future SR303 Freeway. Primary access will occur at entries via either the Cotton Lane/SR303 Freeway frontage road or Lower Buckeye Road. It should be noted that no improvements are being required by the City to Cotton Lane or Lower Buckeye Road given the pending construction of the adjacent SR303 freeway and the interchange at Lower Buckeye Road.

VII. Public Utilities & Services

Water

Water service for *Willow at El Cidro Ranch* will be provided by the City. It is anticipated that the project will connect to the City's existing 24" water line in Lower Buckeye Road adjacent to the Property and will construct a new 12" water line from Cotton Lane through the Property.

Sewer

Sewer service for *Willow at El Cidro Ranch* will be provided by the City. It is anticipated that the project will connect to the City's existing 36" sewer line along Cotton Lane adjacent to the Property, which will ultimately discharge to the City's existing 157th Avenue WWTP.

Electric

Electric service for *Willow at El Cidro Ranch* will be provided by APS which has existing infrastructure adjacent to the Property.

Cable/Internet

Cable and internet service for *Willow at El Cidro Ranch* will be provided by Cox Communications or CenturyLink which have existing infrastructure adjacent to the Property.

Refuse & Recycling

Refuse and recycling services for *Willow at El Cidro Ranch* will be provided by the City. The City is already providing these services to the surrounding area.

Police, Fire & Emergency Services

Police, fire, and emergency services for *Willow at El Cidro Ranch* will be provided by the City. The City is already providing these services to the surrounding area.

Schools

Willow at El Cidro Ranch is located within the Agua Fria Union High School District (Desert Edge High School) and the Avondale Elementary School District (Copper Trails K-8). Additionally, there are a variety of charter school options in the area available to future residents. Anticipated student demand for *Willow at El Cidro Ranch* is outlined in **Table 6** below.

Table 6 – School Impact Analysis

School Type	Total Units	Student Ratio	Projected Students
Avondale ESD (K-8)	463	0.30/Lot	139
Agua Fria Union High School District	463	0.19/Lot	88
Total	**463**		**227**

VIII. Drainage & Retention

Willow at El Cidro Ranch is located within FEMA Flood Zone 'X' per FIRM Panel 04013C2145M, effective September 18, 2020. A relatively small amount of off-site drainage from the north, east and west will impact the Property. Drainage channels have therefore been planned within the landscape setbacks along the north, east and west boundaries of the project to convey this flow around the Property to its historical outfall, while also providing additional perimeter buffering from adjacent land uses.

Stormwater retention for *Willow at El Cidro Ranch* may include a combination of surface and underground retention, all in conformance with the City's requirements.

IX. Compatibility with Adjacent Properties

Willow at El Cidro Ranch is bordered by the future SR303 Freeway ROW and Lower Buckeye Road on the north, unincorporated Maricopa County residential properties to the east, the planned "Vita at El Cidro Ranch" residential development to the south, and the future SR303 Freeway ROW and Cotton Lane on the west (see **Exhibit 1 – Context Map** attached hereto).

It is important to note that the future SR303 Freeway adjacent to the Property will be significantly elevated, thereby making traditional, single-story residential uses impractical and undesirable at this location. The proposed project is therefore compatible with the planned SR303 Freeway and related interchange/frontage road infrastructure to the north and west, which also provides separation between the project and the traditional single-family residential uses on the other side.

In order to achieve compatibility with the SR 303 Freeway and existing and planned residential uses to the east and south, *Willow at El Cidro Ranch* has been designed with a transition of density and building height from north to south and west to east, with open space/landscape buffers provided along the northern and eastern boundaries (minimum 30' wide) and the western boundary (minimum 50' wide). There is an existing 100' wide powerline open space corridor along the southern boundary.

The introduction of the elevated SR303 Freeway at this location will change the feel of the surrounding area, and El Cidro Ranch LLC believes that a new diverse residential community will be fully compatible with the surrounding area and will not have any adverse impacts to neighbors or the City as a whole. Rather, it will introduce a new and exciting diversity of housing options into an under-served sub-market of the City.

X. Compatibility with General Plan

Willow at El Cidro Ranch is compatible with the Property's existing "Neighborhood" General Plan land use designation, which allows for a variety of single-family and multi-family residential uses. Further, *Willow at El Cidro Ranch* is consistent with the goals, objectives, and policies of the General Plan, including:

> *Goal GD-1: A compatible mix of land uses that fosters a quality community, with livable and safe neighborhoods, a healthy population, a strong economy, and a sustainable environment.*
>
> As indicated above, *Willow at El Cidro Ranch* responds to the pending extension of the SR303 Freeway adjacent to the Property by proposing a mix of diverse housing product options at a key location, while still maintaining compatibility with the surrounding community.
>
> *Goal GD-2: Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addressed the needs of existing and future residents and businesses.*
>
> - *Objective GD-2-1: Ensure that new development pays its fair share toward the cost of additional public service needs generated by that new development.*
>
> *Willow at El Cidro Ranch* will construct all required infrastructure to support the project and pay development impact fees to the City for its fair share of additional public service needs that may be generated.

- *Objective GD-2-2: Focus new growth in the City's designated growth areas to effectively utilize resources, minimize operation and maintenance costs, and attract and effectively provide new services such as transit and entertainment opportunities.*

  While not specifically located within a designated growth area, *Willow at El Cidro Ranch* is located along the pending extension of the SR303 Freeway where additional growth is expected to occur.

Goal GD-3: A connected community with a well-functioning roadway network of complete streets that meet the needs of its residents, workforce, and visitors.

- *Objective GD-3-1: Establish and maintain a well-functioning roadway network.*

  Willow at El Cidro Ranch will be situated immediately adjacent to the SR303 Freeway extension and the interchange at Lower Buckeye Road, thereby providing a connected and well-functioning roadway network in the area for future residents.

- *Objective GD-3-2: Integrate land use planning with transportation planning efforts.*

  As indicated above, *Willow at El Cidro Ranch* responds to the pending extension of the SR303 Freeway adjacent to the Property by proposing a mix of diverse housing product options at a key location, providing a transition of development intensity moving from the freeway southeast toward existing development.

Goal GD-5: A customer-centered, effective, and efficient system of public and private facilities and services for existing and future residents, businesses, and visitors.

- *Objective GD-5-1: Ensure infrastructure and services are available to meet the needs of new residents and workers and continue to meet the needs of the existing community.*

  El Cidro Ranch LLC will work closely with the City to ensure that adequate City services and level-of-service will be available to the future residents of *Willow at El Cidro Ranch.* Further, key utility infrastructure adjacent to the project will be completed by El Cidro Ranch LLC.

Goal GD-6: An assured volume and reliable supply of affordable, high quality water resources that meet both current and future needs.

- *Objective GD-6-6: Commit to water conservation.*

  Willow at El Cidro Ranch will implement water conservation methods in its landscaping and irrigations system designs. Plants shall be selected from the Low-Water-Use/Drought-Tolerant Plant List as detailed in the Official Regulatory List for the Phoenix Active Management Area Fourth Management plan.

Goal GD-7: A community that provides for the health and safety of residents and visitors and protects them from the hazards of the natural and man-made environment.

- *Objective GD-7-3: Ensure the built (i.e., man-made) environment fosters safety.*

Willow at El Cidro Ranch will be designed to respond to this objective, incorporating appropriate street and open space lighting, as well as street design (i.e. centralized roundabout) that discourages speeding, in order to create a safe community.

Goal GD-8: A community that is sensitive and dedicated to preserving the unique nature and wildlife of the Sonoran Desert.

- *Objective GD-8-1: Utilize architecture and landscape that is compatible with the Sonoran Desert.*

  BET Investments always considers the natural environment in the design of its communities. *Willow at El Cidro Ranch* will be no exception. Site architecture will be compatible with the elements of the Sonoran Desert, and landscape design will utilize vegetation that provides shade, color, and allow for the efficient use of water.

Goal CC-1: Vibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.

- *Objective CC-1-1: Create and foster complete neighborhoods.*

  Willow at El Cidro Ranch will be a complete neighborhood, featuring a range of housing options, pedestrian and bicycle connectivity, abundant open space, amenities, and gathering places, all in close proximity to key transportation corridors that provide easy access to schools, retail and dining options, and future job centers.

Goal CC-2: A diverse stock of high-quality housing that meets the needs of all residents.

- *Objective CC-2-1: Provide diverse and quality housing products.*

  Willow at El Cidro Ranch will offer three (3) different housing product options, ranging from a single-family detached product to a multi-family product, all in conformance with this objective. The home architecture will respond to current market trends and demands, both in terms of design and quality.

Goal CC-3: A parks, trails, open spaces, add recreational facilities system that is regionally and locally linked and accessible, that serves existing and future residents and contributes to the community's social, economic, and environmental quality.

- *Objective CC-3-1: Develop parks and recreation facilities in support of programs and events desired by city residents, that support economic development and that promote neighborhood identify and quality of life.*

  Willow at El Cidro Ranch will provide internal parks, trails, and amenity areas in conformance with the policies outlined in the General Plan for the "Neighborhoods" land use category including, making them a focal point of the neighborhood in close proximity to all residents, providing excellent connectivity, and creating a sense of place where residents can play safely and interact socially.

Goal CC-7: A community with access to healthy eating and active lifestyle opportunities.

- *Objective CC-7-2: Promote a physically active community.*

Willow at El Cidro Ranch will feature an abundance of open space and recreational amenities, all connected to residents by pathways and sidewalks (including a nearly 1-mile-long trail loop), thereby helping to promote a more physically active community.

Goal ED-1: A resilient and diversified economy.

- *Objective ED-1-1: Encourage development to attract business to Goodyear that offer good wages and benefits and positively contribute to the community and economy.*

  One essential aspect in the attraction of good jobs is the availability of an ample and educated workforce. *Willow at El Cidro Ranch* is designed to attract such residents to the City and provide them with desirable and affordable housing options.

Goal ED-3: An educated and healthy workforce.

- *Objective ED-3-1: Ensure a vibrant and prepared workforce.*

  As indicated above, *Willow at El Cidro Ranch* is designed to attract the educated and prepared workforce desired by the City, both through diversity of residential product offerings and the numerous amenities throughout the community.

XI. Rezoning Evaluation Criteria

Willow at El Cidro Ranch responds to the rezoning evaluation criteria outlined in Section 1-3-1.D.3 of the City's Zoning Ordinance:

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

   As outlined in Section X above, *Willow at El Cidro Ranch* is consistent with the goals, objectives, and policies of the General Plan, as well as the Property's existing "Neighborhood" General Plan land use designation. As noted previously, ADOT's pending construction of the SR303 Freeway is a new condition that influences the proposed *Willow at El Cidro Ranch* project.

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

   The Property's physical and natural features are well suited for the proposed *Willow at El Cidro Ranch* project. The Property is generally flat, vacant, agricultural land which is ideally suited for this type of development. There are no significant existing natural or man-made features within or adjacent to the Property that would require preservation or significantly impact its development. As noted previously, *Willow at El Cidro Ranch* does respond to the proposed extension of the elevated SR303 Freeway adjacent to the Property by proposing a more compatible development plan than the one currently contemplated in the El Cidro PAD.

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

Willow at El Cidro Ranch will provide an appropriate transition of development intensity moving south and east from the pending elevated SR303 Freeway at the northwest corner of the Property. Consequently, El Cidro Ranch LLC believes that this new diverse residential community will be fully compatible with the surrounding area in terms of land use, density, traffic, aesthetics, infrastructure, environmental impacts, and property values.

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

Given ADOT's pending construction of the adjacent elevated SR303 Freeway, the uses currently contemplated in the El Cidro PAD are no longer well-suited for the Property. *Willow at El Cidro Ranch* will provide an appropriate transition of development use and intensity moving south and east from the pending elevated SR303 Freeway at the northwest corner of the Property while still remaining compatible with the land uses in the surrounding area.

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

Willow at El Cidro Ranch responds to ADOT's pending construction of the elevated SR303 Freeway adjacent to the Property by offering new lifestyles, characters, and housing options to complement and enhance the existing neighborhoods and land uses in this area, while simultaneously providing an appropriate transition of development intensity. The proposed housing product types are in high demand and under supplied in this sub-market of the City.

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

As outlined in Section VII above, the majority of the infrastructure and utilities required for the development of *Willow at El Cidro Ranch* are already in place adjacent to the Property. El Cidro Ranch LLC will be connecting to that existing infrastructure and making some improvements as required by the City. The required public services are already provided by the City in the immediate area. Also as noted in Section VII above, there are a variety of school options available in the surrounding area for the future residents of *Willow at El Cidro Ranch*.

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

As outlined in Section VII above, the majority of the infrastructure and utilities required for the development of *Willow at El Cidro Ranch* are already in place adjacent to the Property and the City is already providing the required public services in the immediate area.

h. *General public's concerns;*

El Cidro Ranch LLC understands that the City will route this application to various stakeholders and the adjacent property owners will be notified. El Cidro Ranch LLC looks forward to discussing this project with neighbors in the surrounding area and highlighting the project's benefits and compatibility with the evolving development pattern in the area.

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

Willow at El Cidro Ranch responds to ADOT's pending construction of the elevated SR303 Freeway adjacent to the Property by offering new lifestyles, characters, and housing options to complement and enhance the existing neighborhoods and land uses in this area, while simultaneously providing an appropriate transition of development intensity. All infrastructure required to support the project will be constructed concurrently with it. It therefore promotes orderly growth and development consistent with the City's vision.

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

This application for *Willow at El Cidro Ranch* will have no adverse impact on the health, safety, or welfare of the citizens of the City or the general public.

XII. Conclusion

In summary, *Willow at El Cidro Ranch* will be a highly amenitized, diverse residential community, comprising a mix of single-family detached residences, two-story single-family attached townhome units (alley-loaded), and three-story multi-family units, all in conformance with the Property's existing "Neighborhood" General Plan land use designation. This sub-market of the City is under-served by housing product of this type and this request will help fill a need in the sub-market area. *Willow at El Cidro Ranch* is responsive to ADOT's pending construction of the elevated SR303 Freeway adjacent to the Property by offering new housing options to complement and enhance the existing neighborhoods and land uses in this area, while simultaneously providing an appropriate transition of development intensity.

The proposed PAD amendment is compatible and appropriate for this location and is consistent with the Property's existing "Neighborhood" General Plan land use designation, as well as the overall goals and policies of the General Plan.

Exhibit 1 – Context Map

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CONTEXT PLAN

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PROJECT MANAGER:
ROB GUBSER, AICP
PROJECT NUMBER: 1603
JUNE 2023

N

NOT TO SCALE

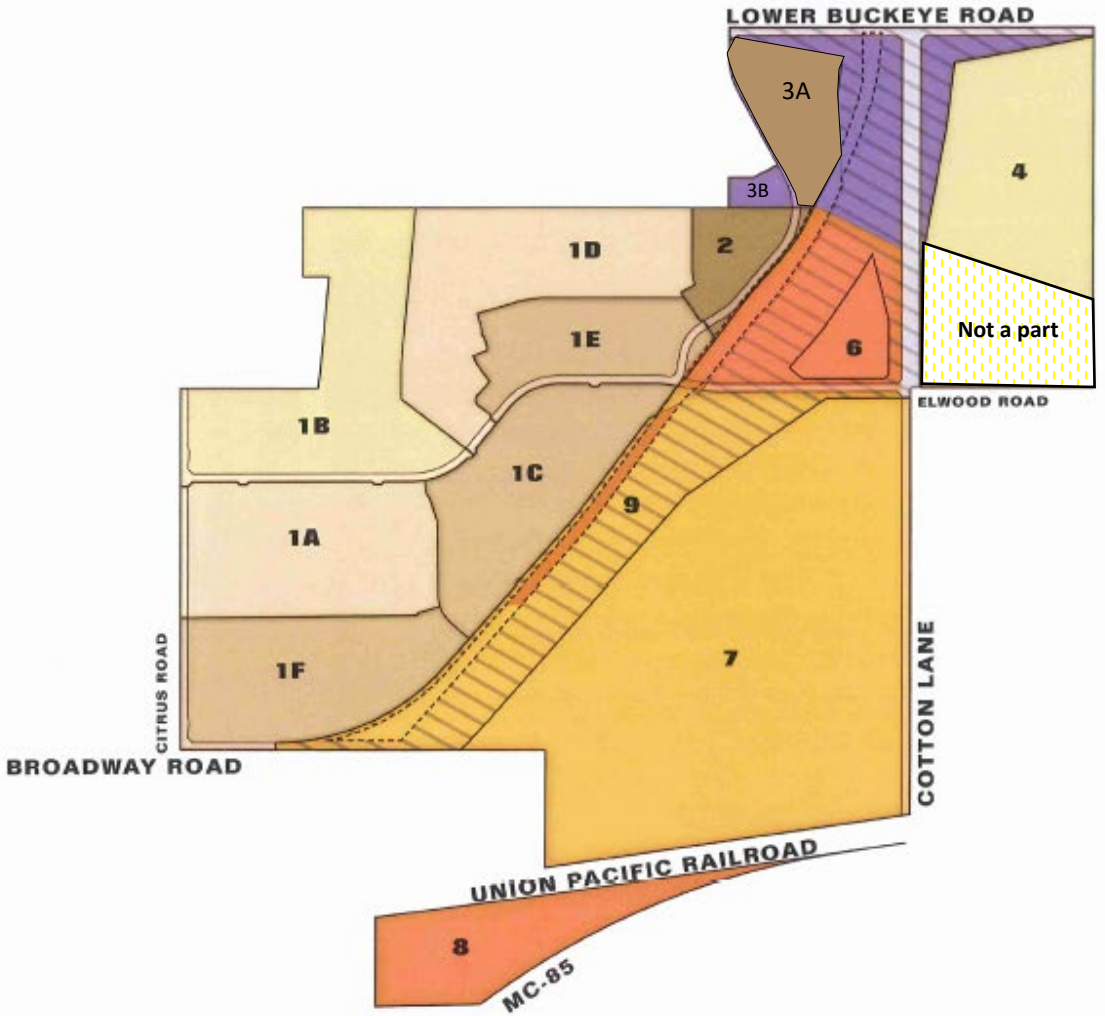
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WILLOW AT EL CIDRO RANCH

GOODYEAR, ARIZONA

PAD - PLANNED AREA DEVELOPMENT

Exhibit 2 – Existing El Cidro Land Use Plan



Legend

- LDR4
- LDR3
- LDR2
- LDR1
- Commercial
- Industrial
- Multi-Use
- Arterials/Collectors
- City of Goodyear Property
- Flood Control Channel

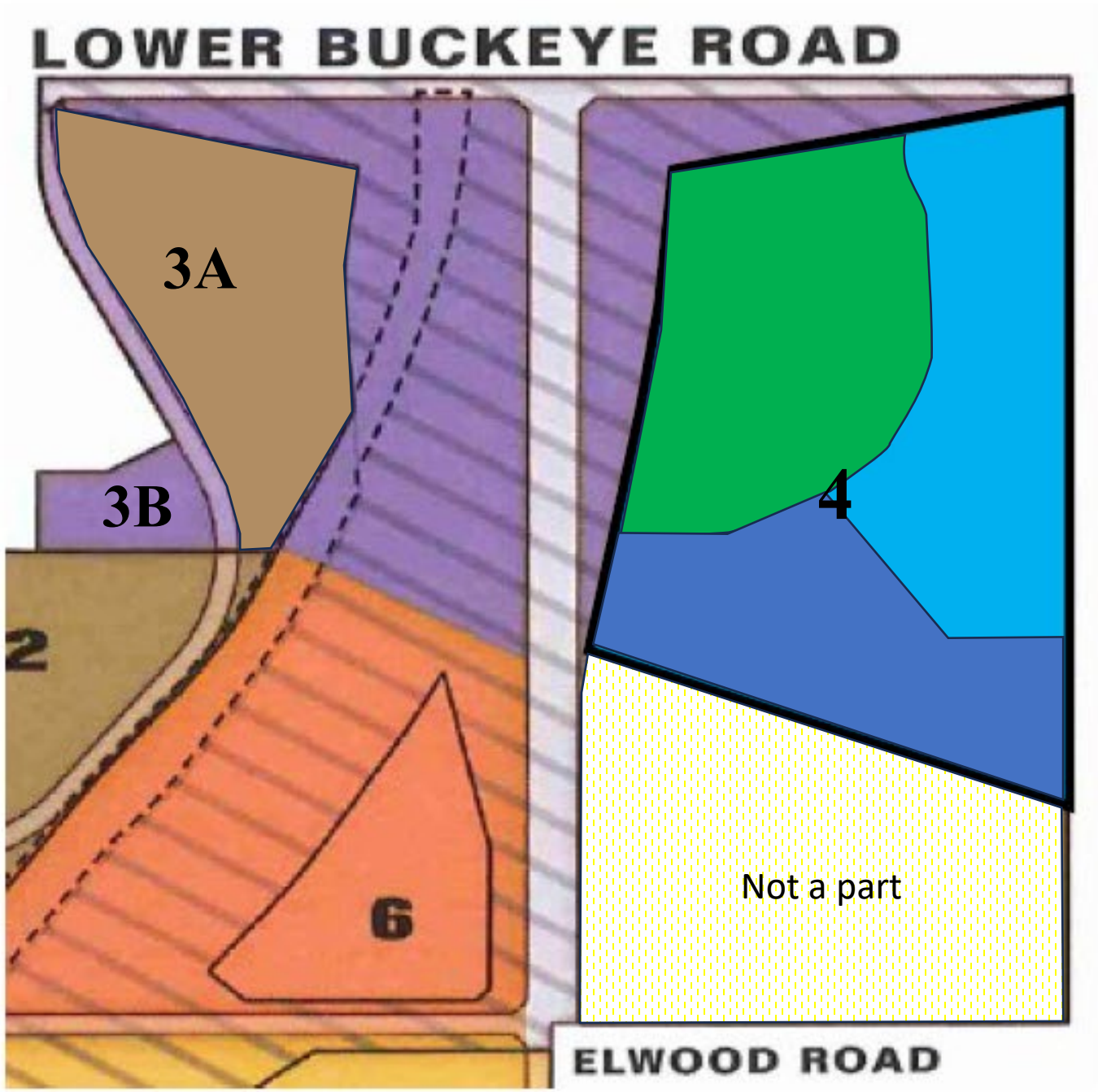
El Cidro

Land Use Plan

N

0' 400' 800'

Exhibit 3 – Proposed Land Use Plan



Legend

- LDR4
- LDR3
- LDR2
- LDR1
- Commercial
- Industrial
- Multi-Use
- Arterials/Collectors
- City of Goodyear Property
- Flood Control Channel
- LDR5
- MDRA
- MFR

El Cidro

Proposed Land Use Plan

Exhibit 4 – Conceptual Development Plan

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PROJECT NUMBER: 1603
NOVEMBER 2023

N

SCALE: 1" = 200'

0 100' 200' 400'

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WILLOW AT EL CIDRO RANCH
GOODYEAR, ARIZONA

PAD - PLANNED AREA DEVELOPMENT

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PRODUCT LEGEND
Multi-Family (3-Story Stacked Flat Apartments (24 units per Building))
Multi-Family (3-Story Stacked Flat Apartments (24 units per Building))
Alley Product (2-Story 4-Pack Townhouses)
Alley Product (2-Story Single Family Homes)
Single Family Detached (45' x 90')

LOWER BUCKEYE RD
COTTON LN
372'
60' R/W
30' TRAIL EASEMENT
60' DRAINAGE/TRAIL EASEMENT
50' TRAIL EASEMENT
PARCEL A
MULTI FAMILY
16.0 ACRES
PARCEL B
SINGLE FAMILY
53 LOTS
13.5 ACRES
PARCEL C
SF ATTACHED
12.9 ACRES
MF 3-STORY
AMENITY
POOL
LEASING OFFICE/ CLUBHOUSE
30' BUILDING SETBACK
R80' ROW
50' ROW
26' TYP
20' TYP
9' TYP
33' TYP
26' ALLY TYP
FIRE LANE
PEDESTRIAN CROSSING WITH PAVERS (TYP)
EMERGENCY ACCESS (CRASH THROUGH GATE)
60' DRAINAGE/TRAIL EASEMENT
30' BUILDING SETBACK/BUFFER
100' ELECTRIC EASEMENT
15' BUILDING EASEMENT
TRASH ENCLOSURE (TYP.)

PARCEL A - MULTI-FAMILY DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	Areas (ac.)	DU/Ac
Gross Area	16.0	19.5
PARKS AND OPEN SPACE		
Open Space Type	Areas (ac.)	% of Area
Park/Pool and Clubhouse	0.9	5.6%
Trail Easements	1.6	10.0%
Other Open Space, Amenities and Landscape Areas	3.8	23.6%
TOTAL OPEN SPACE	6.3	39%
UNIT DESCRIPTION, UNIT COUNT AND PERCENT OF UNITS		
Unit Description	Unit Count	% of Units
1 and 2 Bedroom Units	312	100%
TOTAL NUMBER OF UNITS	312	100%
PARKING REQUIRED		
Parking Required (Min. 9 x 20)	Parking Stalls Per Unit	# of Parking Stalls Required
1 and 2 Bedroom Units	1.78	555
Guest Parking	0.1	32
TOTAL PARKING REQUIRED	-	587
Bicycle Parking Facility Credit(1)		-8
TOTAL PARKING PROVIDED	590*	

*2% of the total required parking spaces will be handicap parking for a total of 12 spaces (2 van accessible)
(1) Additional bicycle will be provided as needed, utilizing the credit for bicycle parking facilities in the City of Goodyear Zoning

PARCEL B - SINGLE FAMILY DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	Areas (ac.)	DU/Ac
Gross Area	13.5	3.9
PARKS AND OPEN SPACE		
Open Space Type	Areas (ac.)	% of Area
Park	1.0	7.0%
Trail Easements	2.2	16.3%
Other Open Space and Landscaping	1.6	11.9%
TOTAL OPEN SPACE	4.8	35%
UNIT DESCRIPTION AND COUNT		
Unit Description	Unit Count	
Single Family 45x90	53	

PARCEL C - SINGLE FAMILY ATTACHED DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	Areas (ac.)	DU/Ac
Gross Area	12.9	7.6
PARKS AND OPEN SPACE		
Open Space Type	Areas (ac.)	% of Area
Park and Pool	1.0	7.7%
Trail Easements	1.0	8.0%
Other Open Space and Landscaping	3.5	27.1%
TOTAL OPEN SPACE	5.5	43%
UNIT DESCRIPTION AND COUNT		
Unit Description	Unit Count	
Alley Units	98	

PROJECT SITE DATA					
Parcel	Unit Count	Area (Gross ac.)	Du/ac	Open Space (OS)(ac.)	OS (%)
A	312	16.0	19.5	6.3	39%
B	53	13.5	3.9	4.8	35%
C	98	12.9	7.6	5.5	43%
Total	463	42.43	10.9	16.6	39%

U:\1603\1603\1603.0101 - BET Investments Inc\PLANNING\ENTITLEMENT\PAD\SRD\FIGURES\1603 - FIG X - REZONE SITE PLAN.dwg 11/8/2023 11:05:42 AM

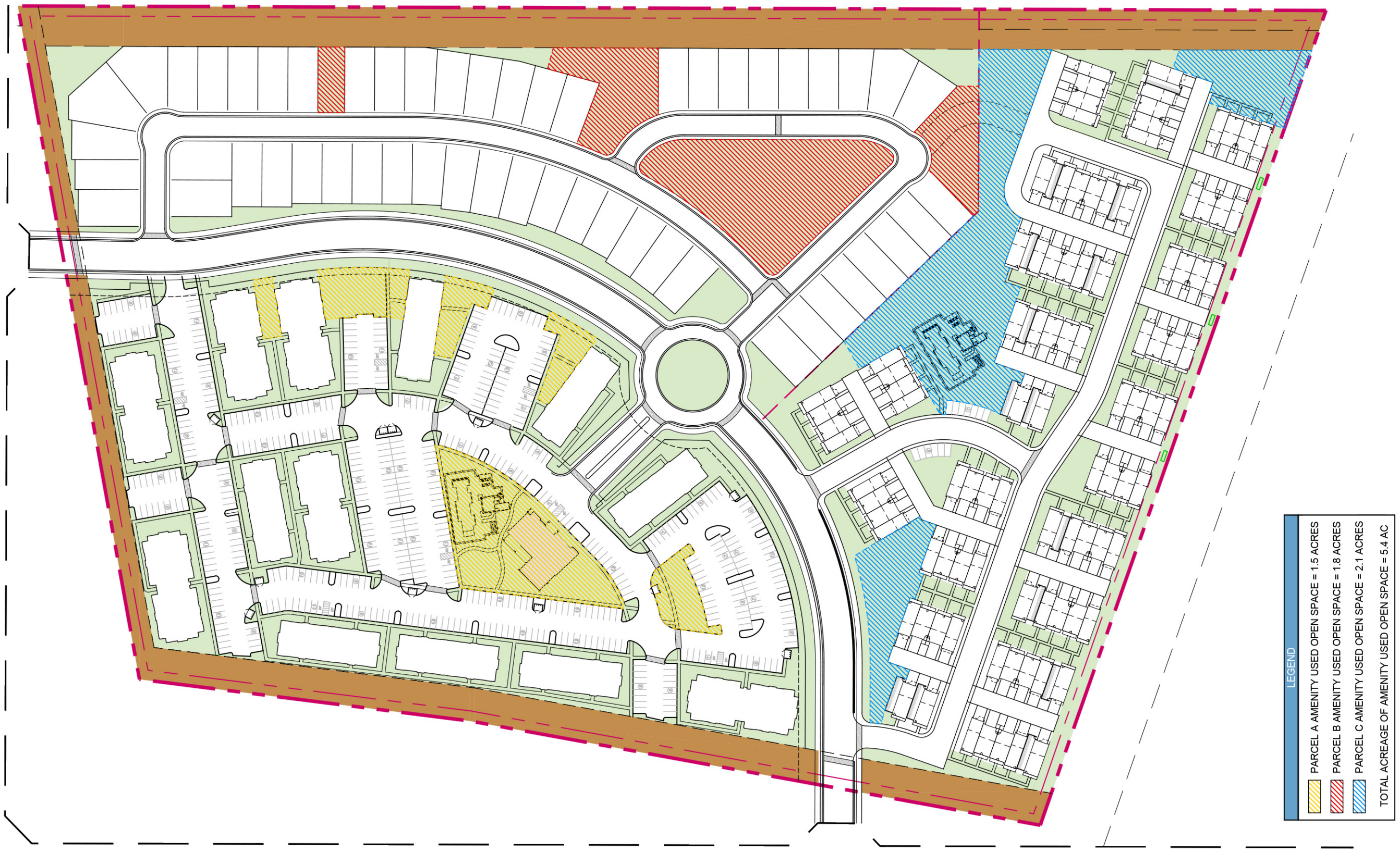
REZONE SITE PLAN

Exhibit 5 – Conceptual Open Space Plan

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OPEN SPACE EXHIBIT



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PROJECT MANAGER:
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NOVEMBER 2023

N

bet investments
Building Better Lifestyles
A Bruce E. Toll Company

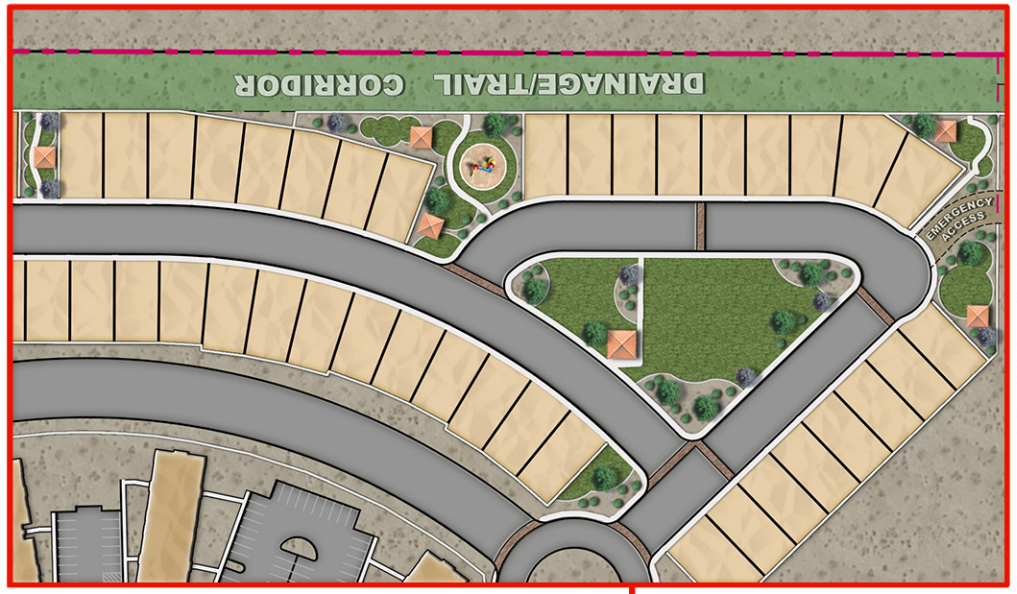
WILLOW AT EL CIDRO RANCH
GOODYEAR, ARIZONA
PAD - PLANNED AREA DEVELOPMENT

Exhibit 6 – Conceptual Landscape Plan

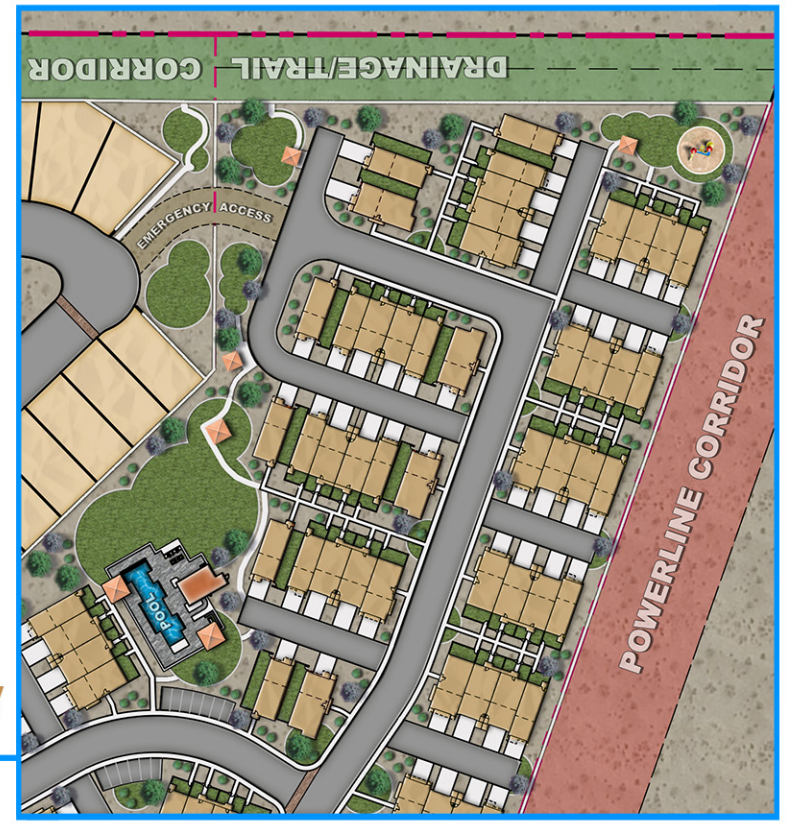
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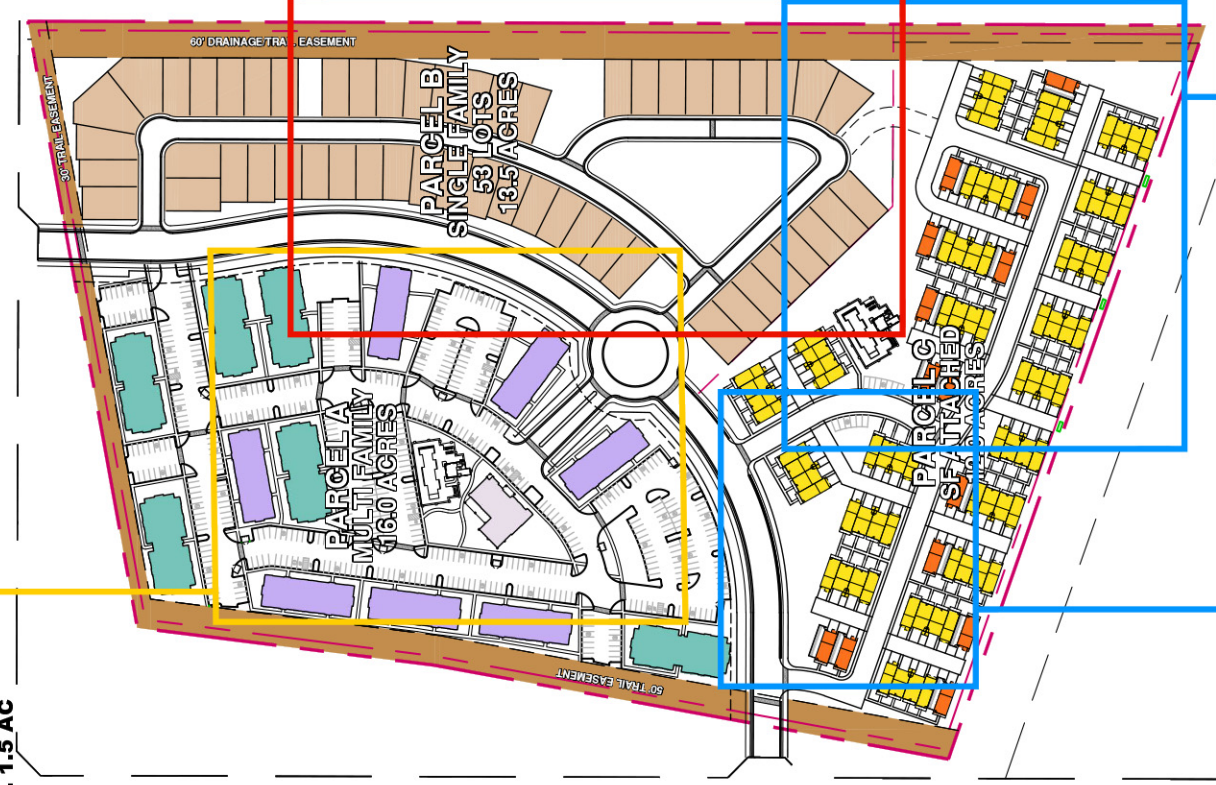
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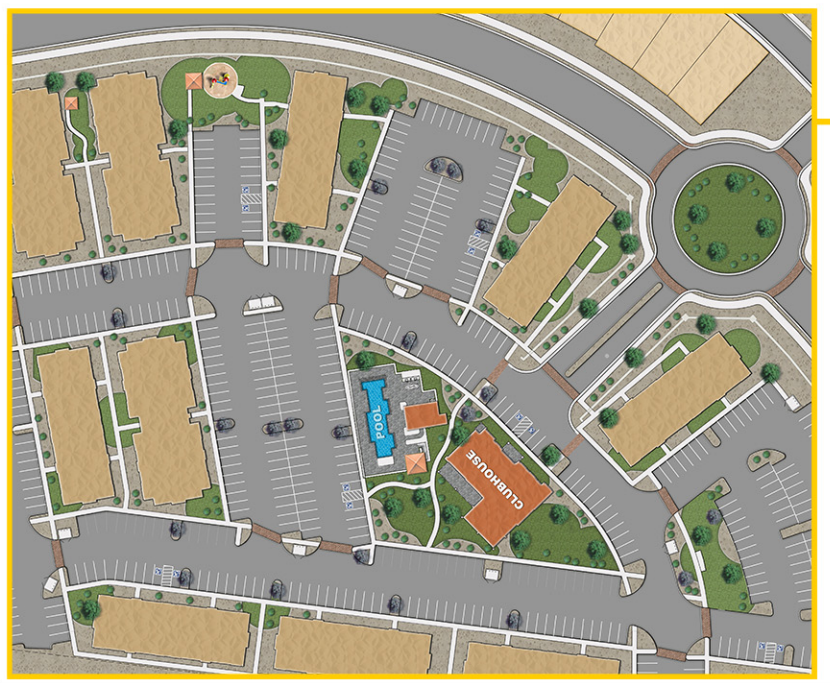
CONCEPTUAL LANDSCAPE EXHIBIT



SINGLE-FAMILY
AMENITIES COMBINED TO APPROX. 1.7 AC







MULTI-FAMILY
AMENITIES COMBINED TO APPROX. 1.5 AC



SINGLE-FAMILY ATTACHED
AMENITIES COMBINED TO APPROX. 2.2 AC

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PHOENIX, AZ 85016
P: 602.490.0535
F: 602.368.2436

PROJECT MANAGER:
ROB GUBSER, AICP
PROJECT NUMBER: 1603
NOVEMBER 2023

N

0 100' 200' 400'

SCALE: 1" = 200'

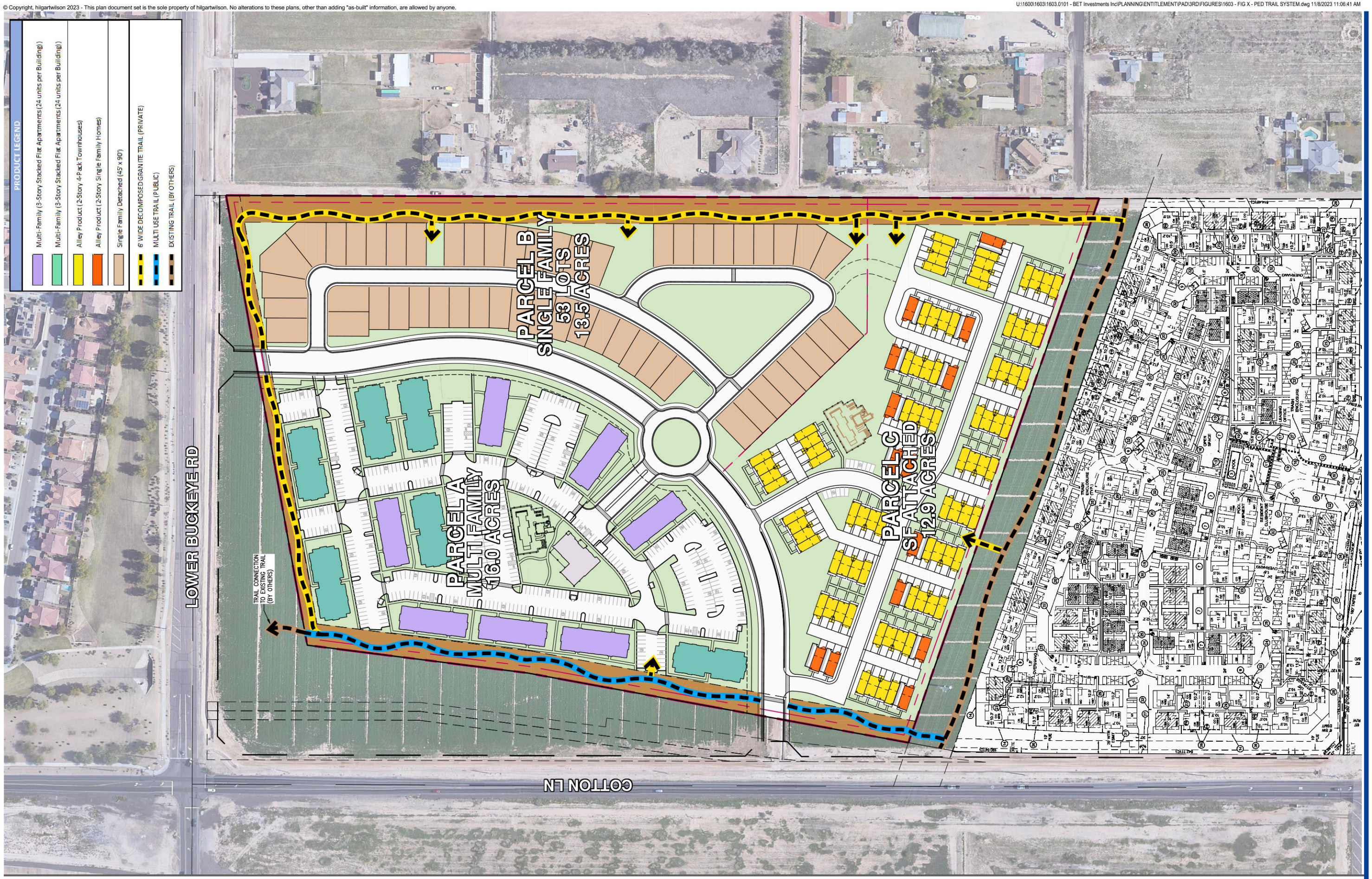
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WILLOW AT EL CIDRO RANCH
GOODYEAR, ARIZONA
PAD - PLANNED AREA DEVELOPMENT

Exhibit 7 – Conceptual Pedestrian Connectivity Plan

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U:\1600\1603\1603.0101 - BET Investments Inc\PLANNING\ENTITLEMENT\PAD\3RD\FIGURES\1603 - FIG X - PED TRAIL SYSTEM.dwg 11/8/2023 11:06:41 AM



PEDESTRIAN TRAIL SYSTEM

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PROJECT NUMBER: 1603
NOVEMBER 2023

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0 100' 200' 400'

SCALE: 1" = 200'

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PAD - PLANNED AREA DEVELOPMENT

Exhibit 8 – Conceptual Site Wall & Street Sections Exhibit

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U:\1600\1603\1603.0101 - BET Investments Inc\PLANNING\ENTITLEMENT\PAD\3RD\FIGURES\1603 - FIG X - PERIMETER WALL AND STREET.dwg 11/8/2023 9:59:50 AM

PERIMETER WALL AND STREET TYPE



MONUMENT SIGN ELEVATION — N.T.S.



ENTRY GATE ELEVATION — N.T.S.



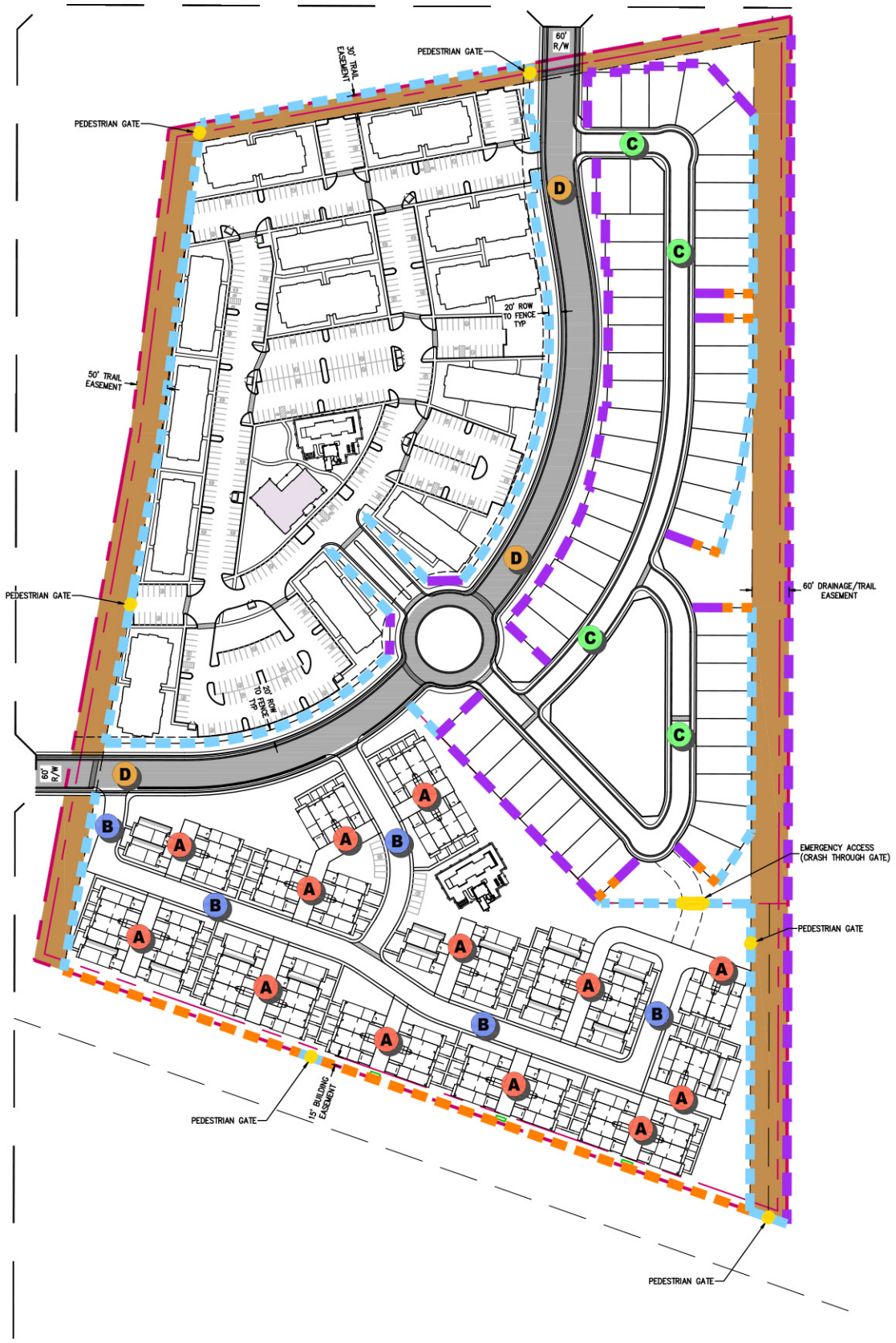
WALL TYPE 3 — N.T.S.

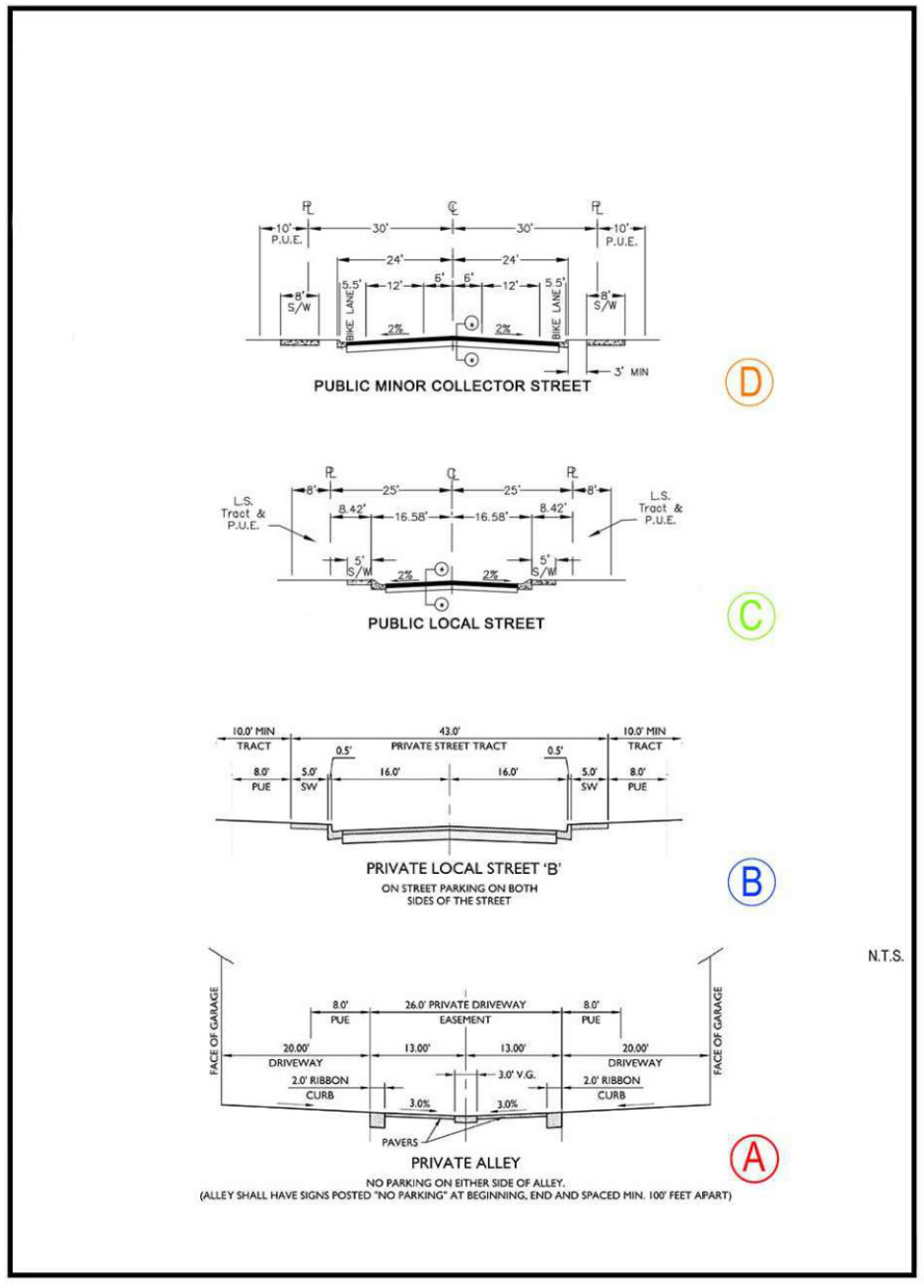


WALL TYPE 2 — N.T.S.



WALL TYPE 4 — N.T.S.





STREET TYPE SECTIONS — N.T.S.

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N

NOT TO SCALE

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WILLOW AT EL CIDRO RANCH
GOODYEAR, ARIZONA
PAD - PLANNED AREA DEVELOPMENT

Exhibit 9 – Sample Project Imagery

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PROJECT IMAGERY



PARCEL A - MULTI-FAMILY







PARCEL C - SINGLE-FAMILY ATTCHED





PARCEL B - SINGLE-FAMILY

DISCLAIMER

FINAL HOUSING PRODUCT WILL BE SUBJECT TO SEPARATE DESIGN REVIEW AND APPROVAL AND THAT ANY PROVIDED PLANS ARE EXAMPLES ONLY OR ARCHITECTURAL STYLES.

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WILLOW AT EL CIDRO RANCH
GOODYEAR, ARIZONA
PAD - PLANNED AREA DEVELOPMENT

It's a Great time to be in Goodyear.

Rezone

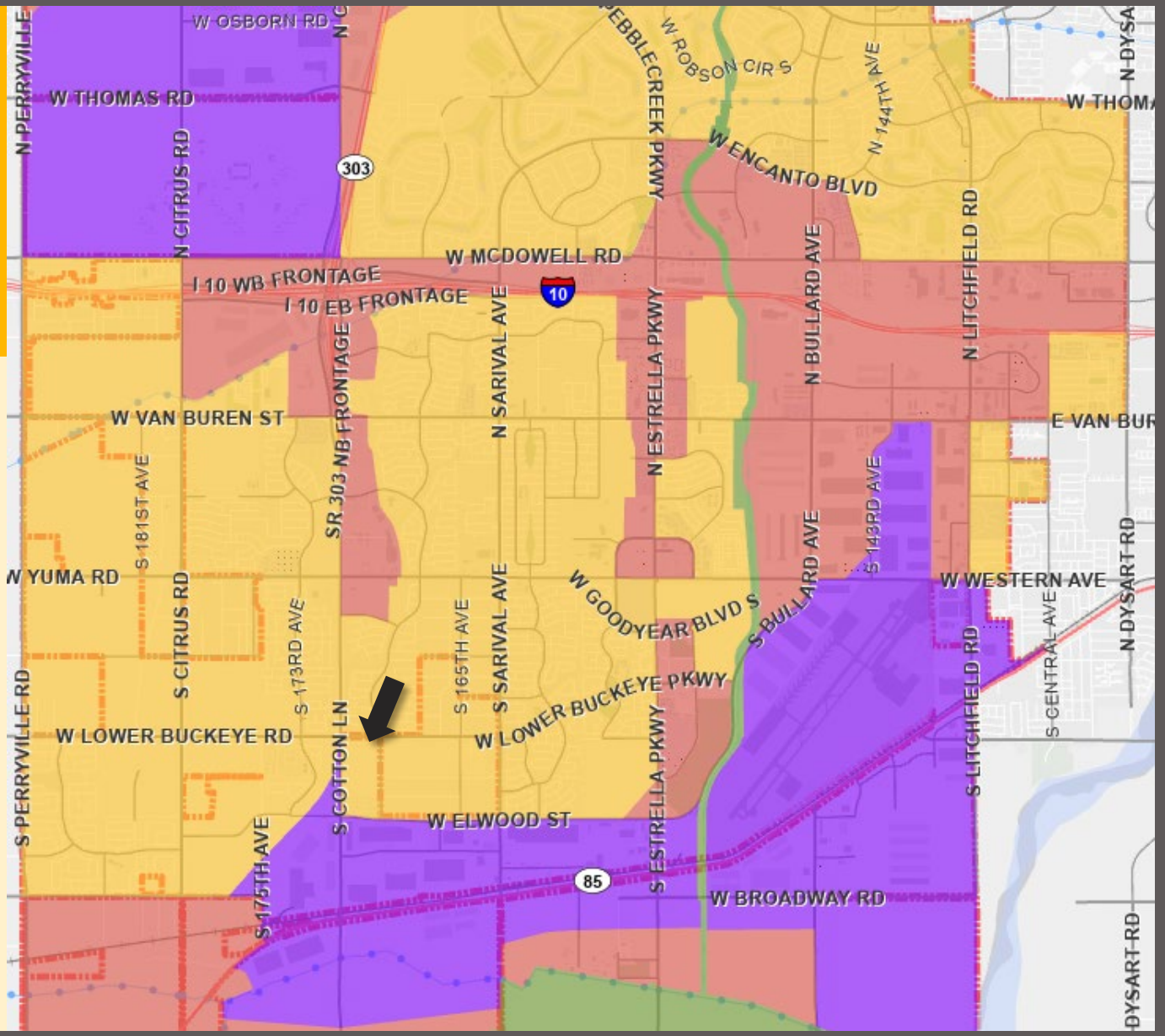
El Cidro 9th Amended PAD (Willow)



Location
Central Goodyear

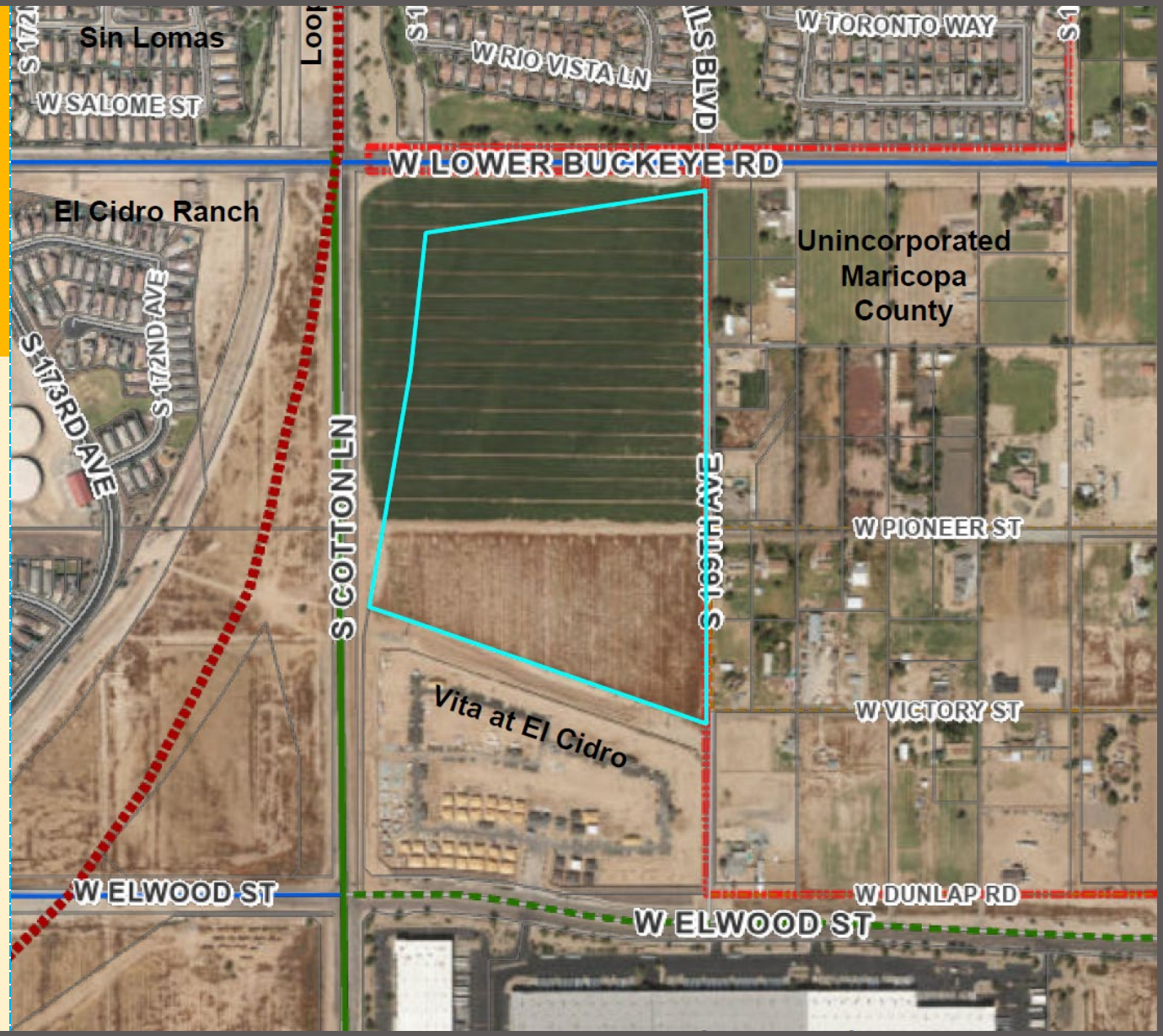
El Cidro

- Southwest corner of 169th Ave and Lower Buckeye Road
- Largely amending 42-acres of total 583 acres



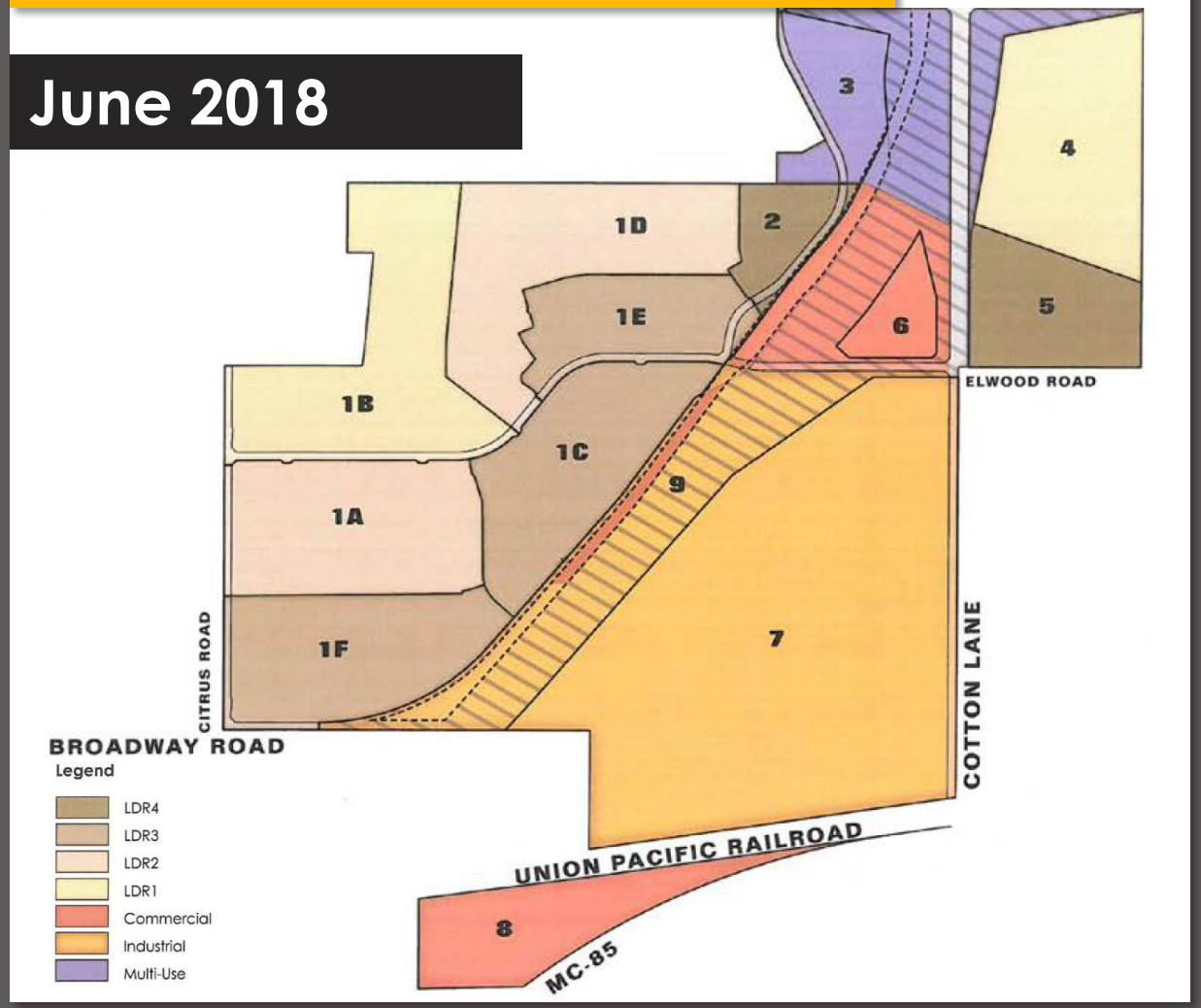
Specific Location

- Canyon Trails 4S
- Arrebol Villas (Vita at El Cidro)
- Future AZ-303L and El Cidro
- County Large Lots

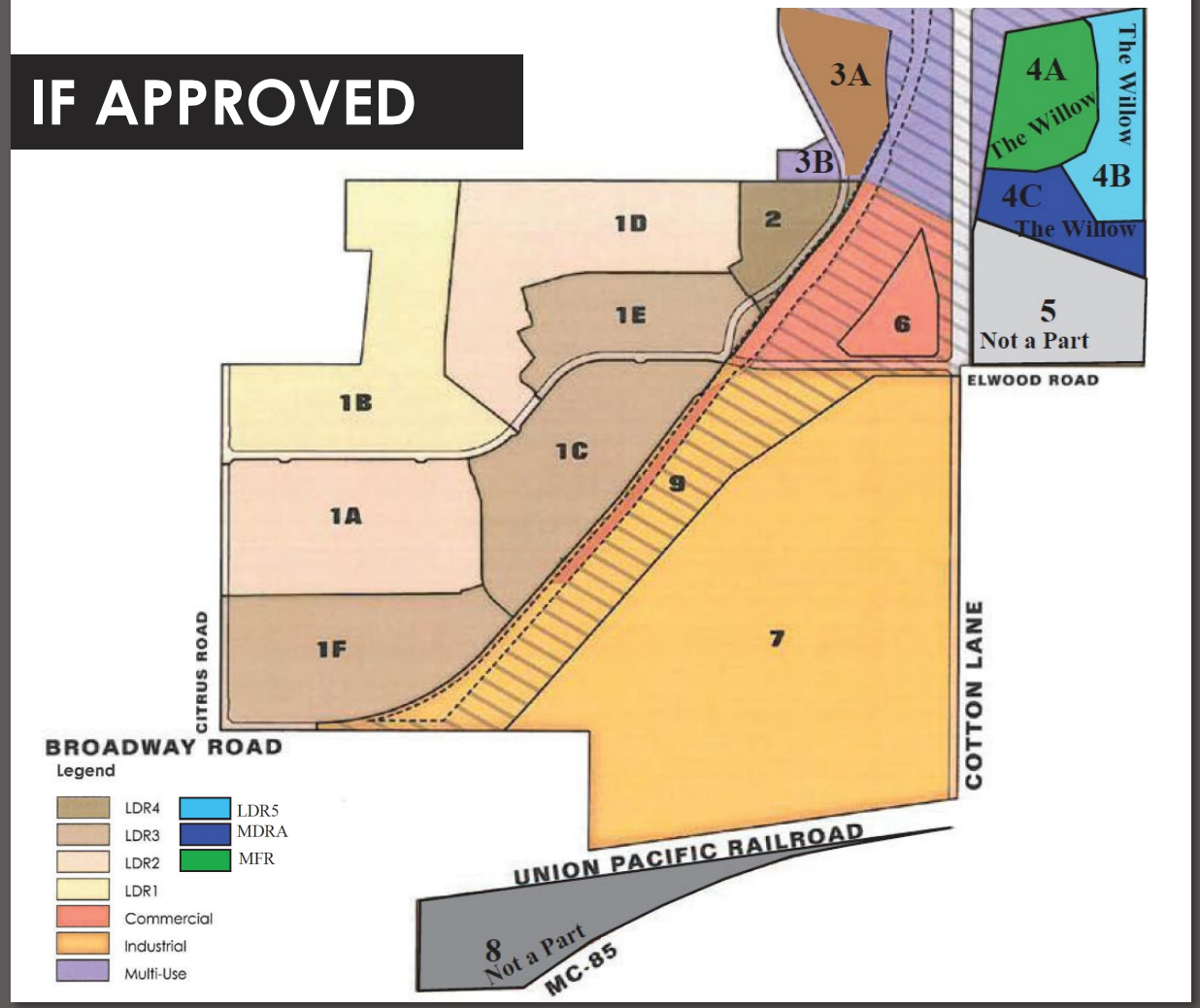


Zoning History

June 2018

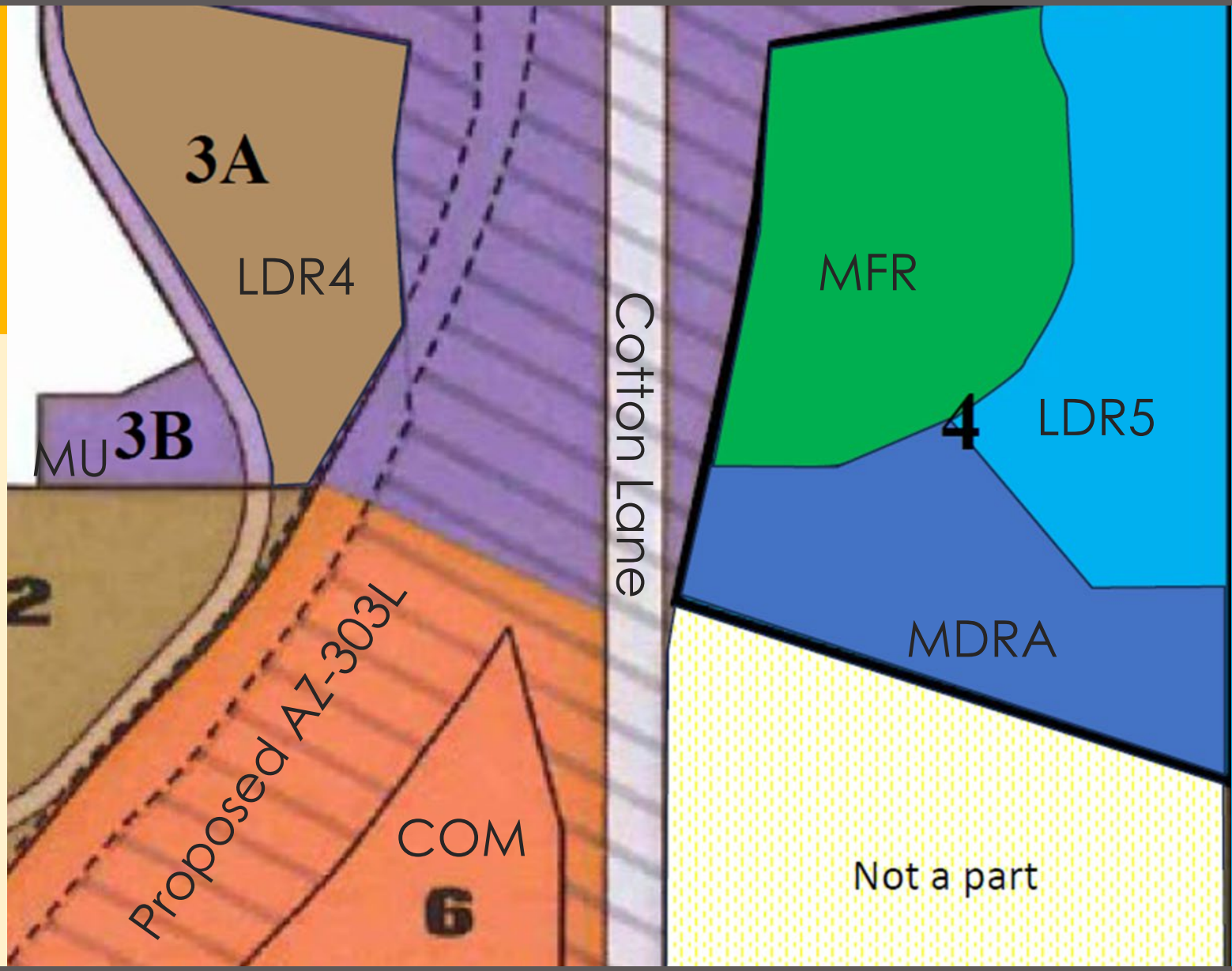


IF APPROVED



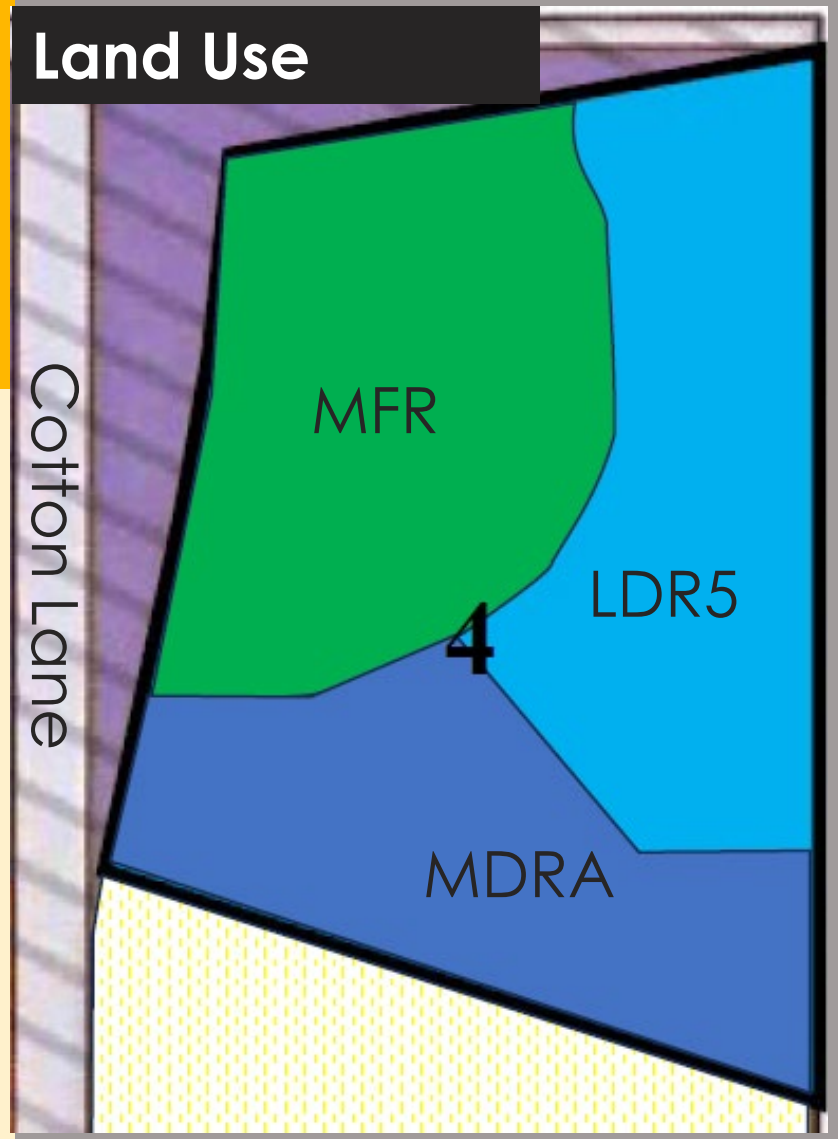
9th Amended PAD

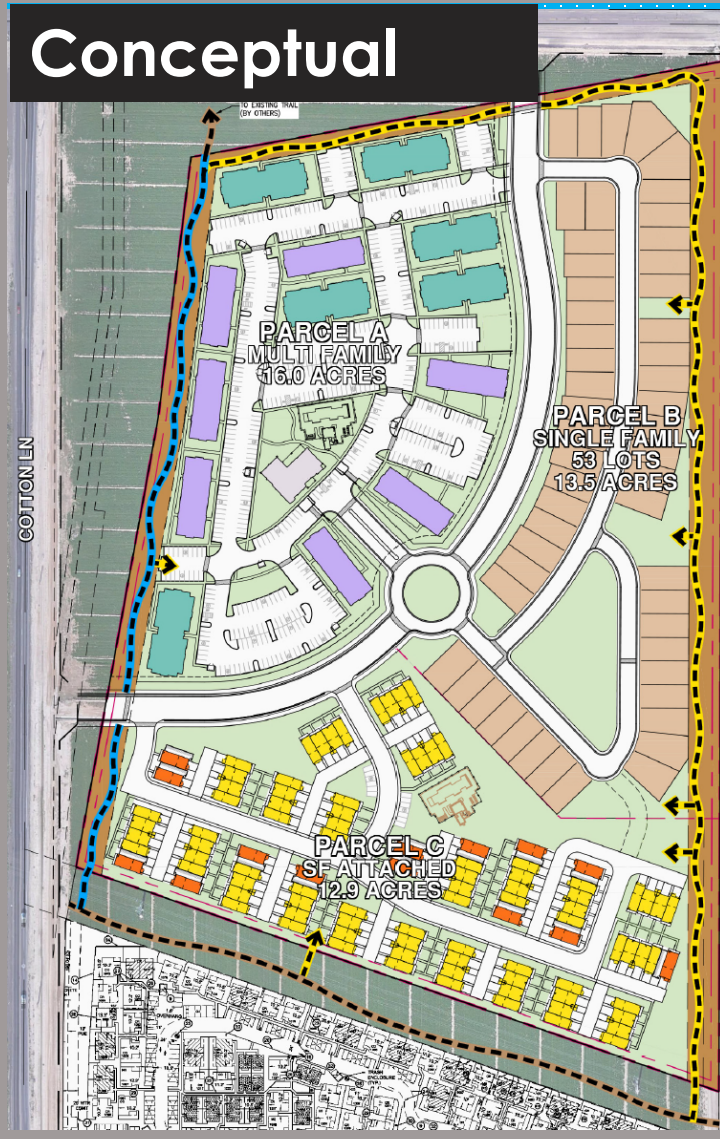
- Clean up and clarify underlying zoning
- City Public Facility District
- Updates to Parcel 4 Land Use (Willow)



Parcel 4 Standards

- Development Standards
- Open Space
- Connectivity
- Amenities
- Streetscape
- Additional Regulations



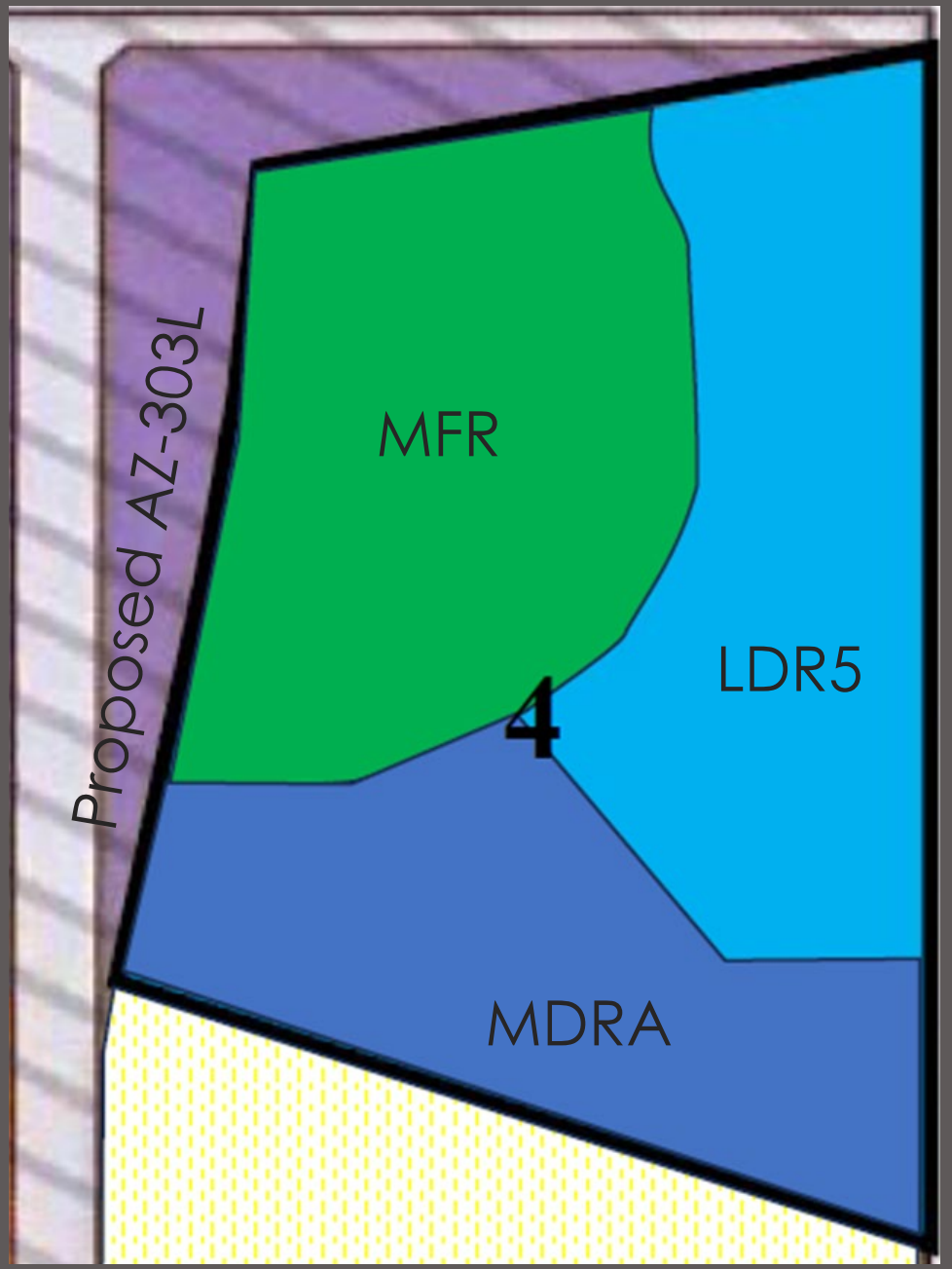


PZ Commission Meeting Recommendation









Willow at El Cidro Ranch

9th Amendment to El Cidro PAD
Case No. 23-200-00007



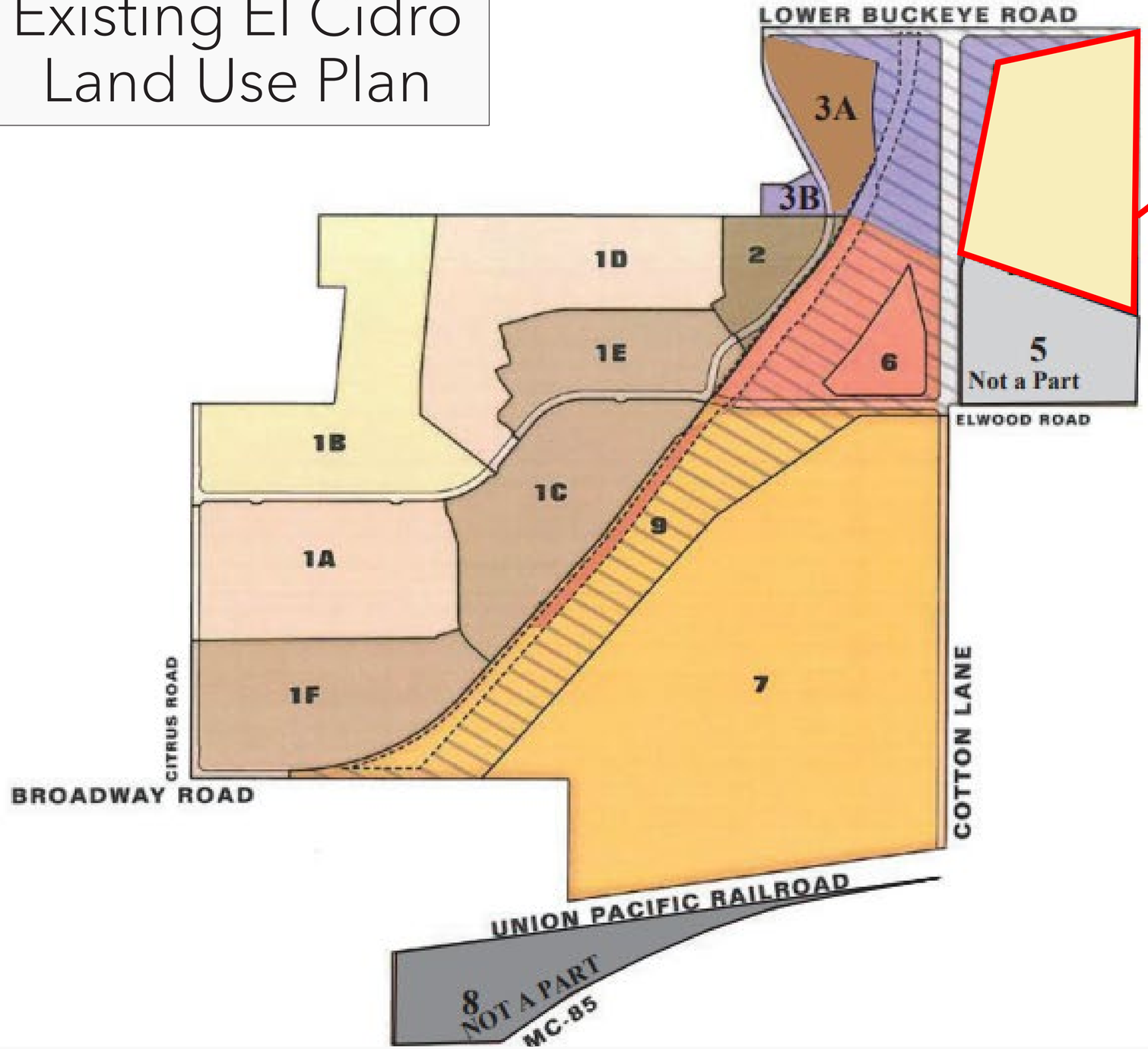
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Vicinity Map



Existing El Cidro Land Use Plan



Parcel 4

Legend

- LDR4
- LDR5
- LDR3
- MDRA
- LDR2
- MFR
- LDR1
- Commercial
- Industrial
- Multi-Use
- Arterials/Collectors
- City of Goodyear Property
- Flood Control Channel
- Not a Part
- Not a Part

El Cidro

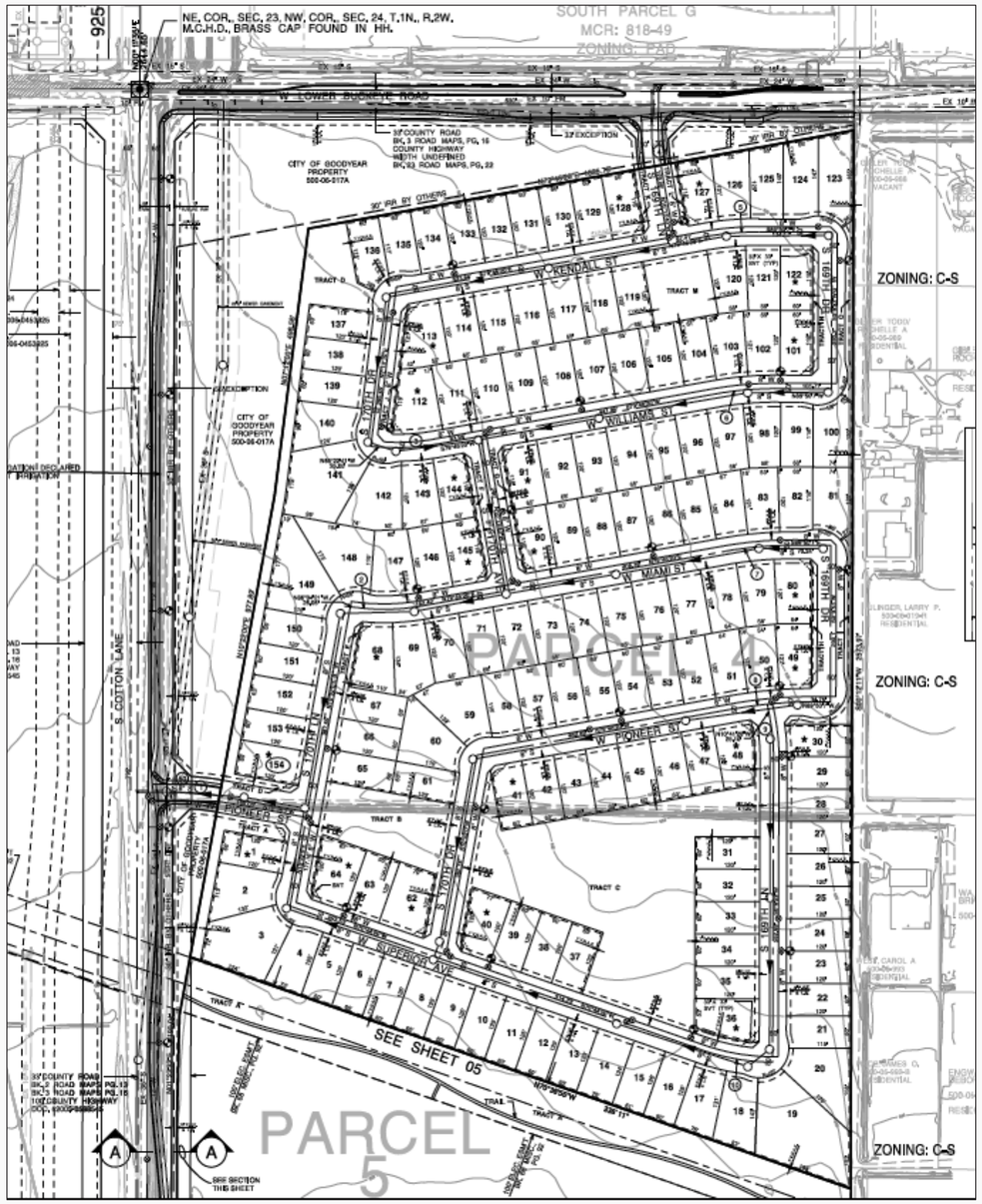
Land Use Plan

Figure 2

N

0' 400' 800'

Existing Plan

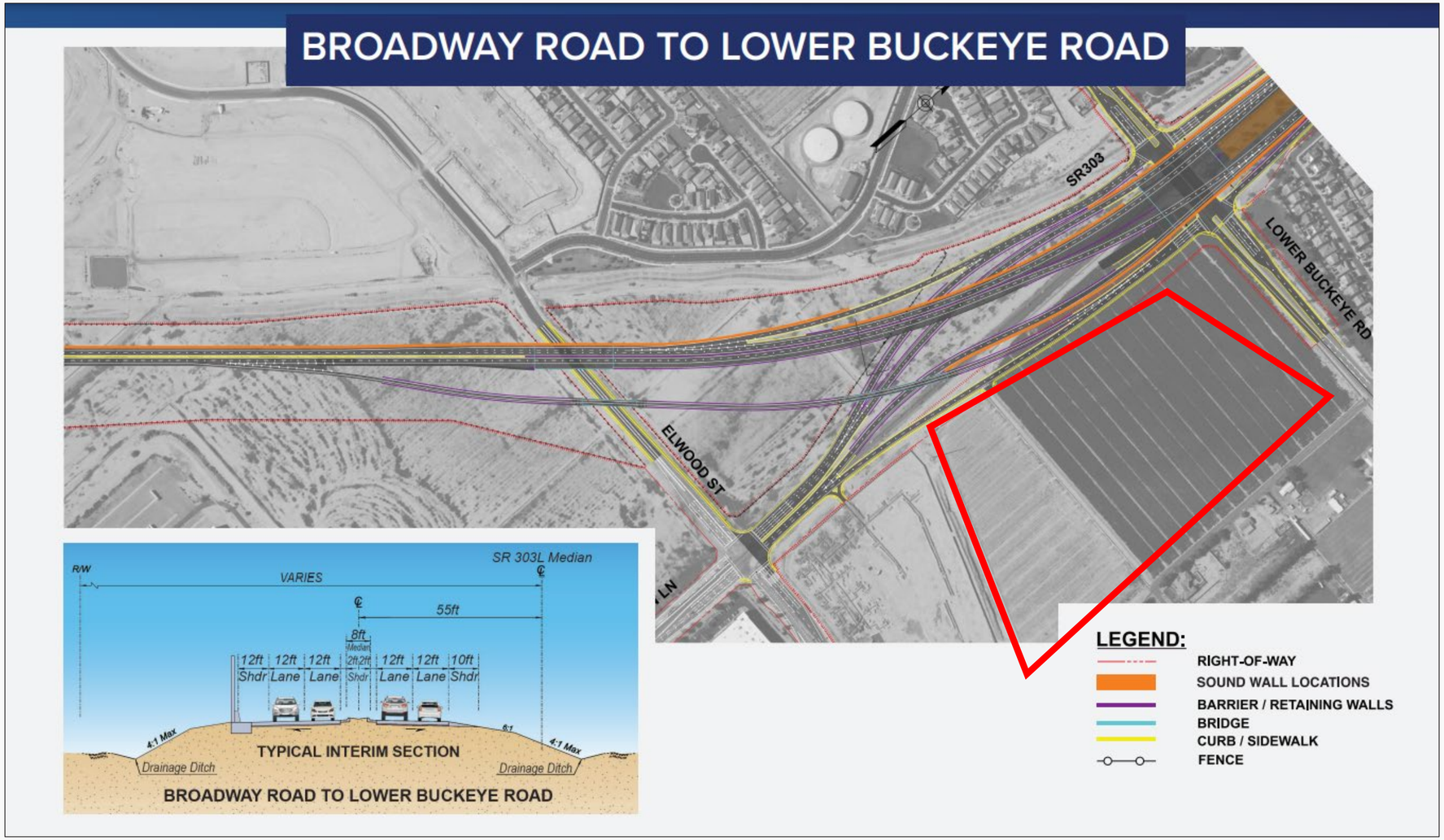


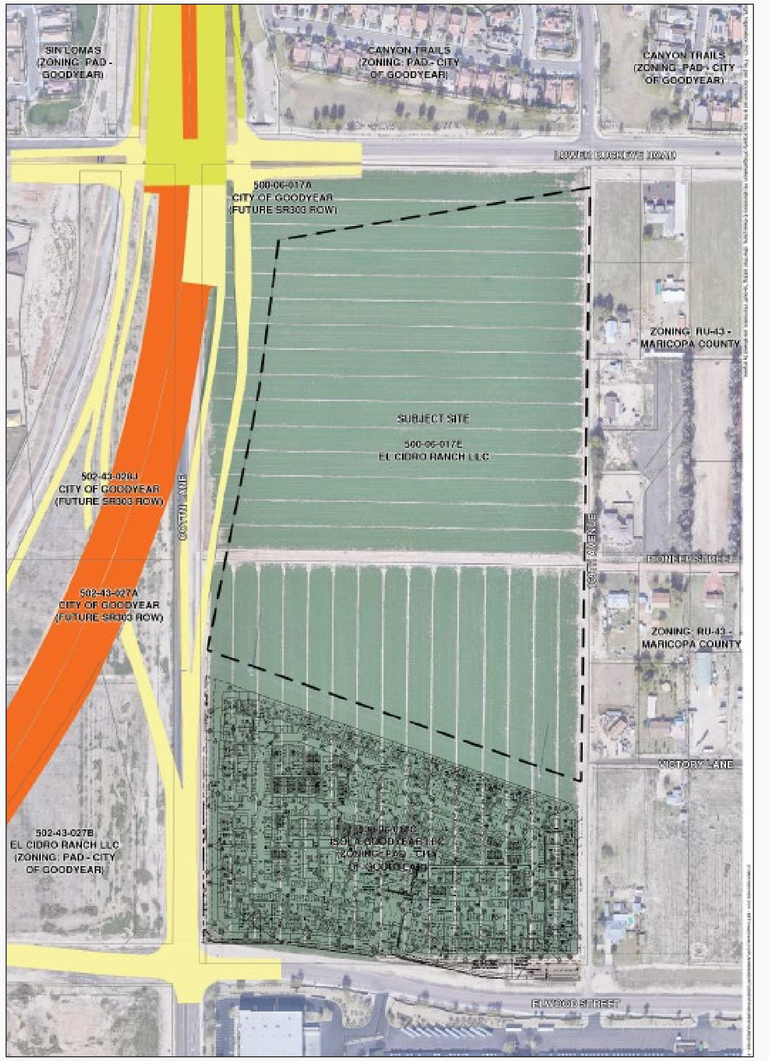
- Low-density single-family
- 154 lots (65’ x 120’)
- Net density: 3.63 du/ac

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Changing Conditions

Planned Loop 303 Extension





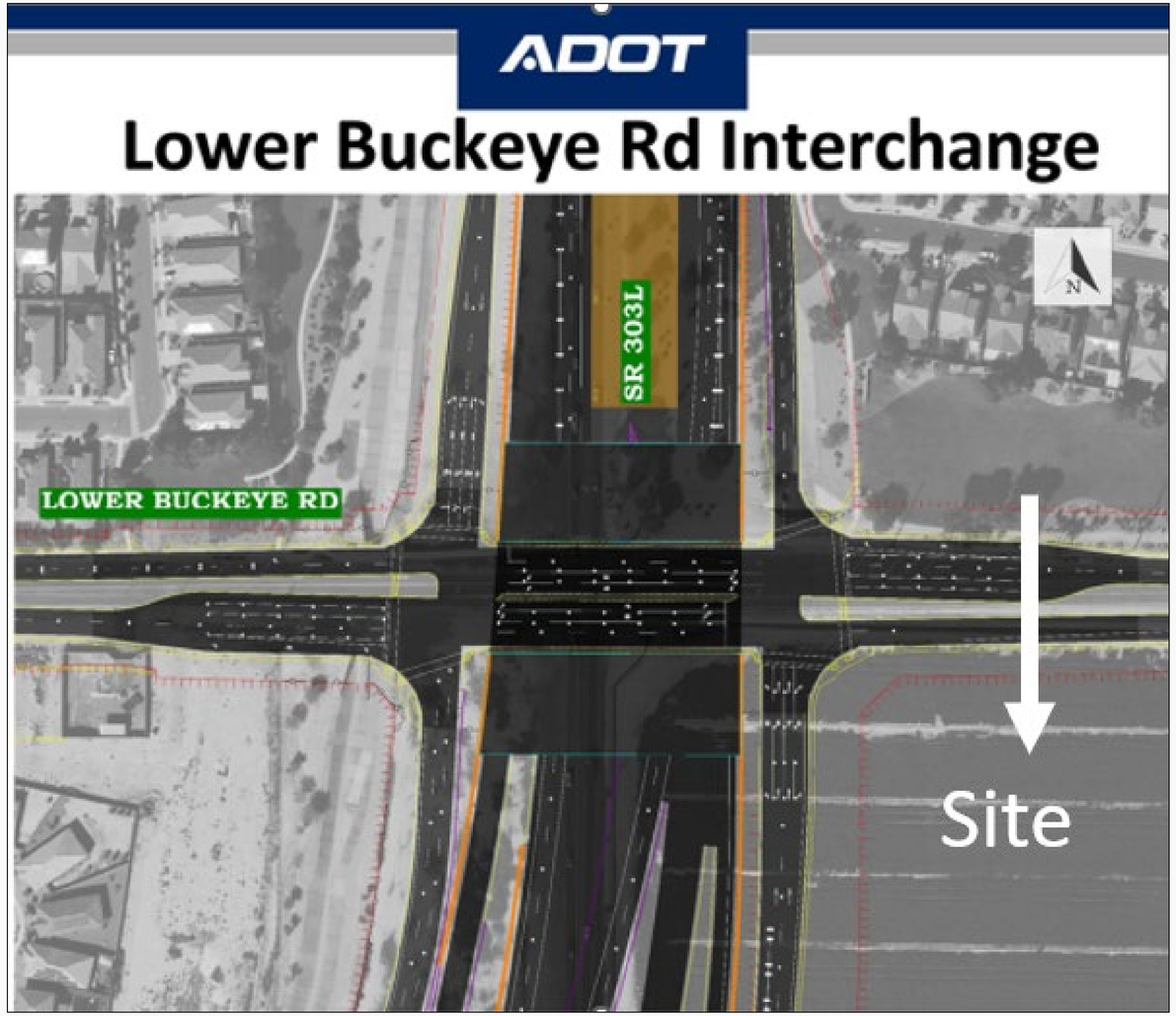
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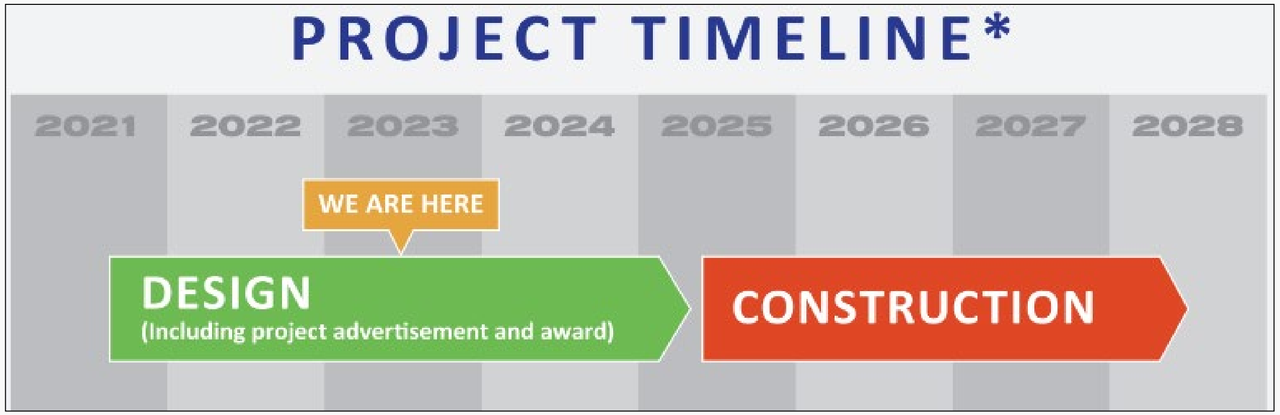
Planned Loop 303 Extension



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Planned Loop 303 Extension





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Goodyear Housing Trends

- Average median home price in Goodyear: $488,000 (April 2024) . An increase of 57.9% from January 2020

- Estimated housing deficit in Arizona: > 129,000 units (270,000 units according to Arizona Department of Housing)

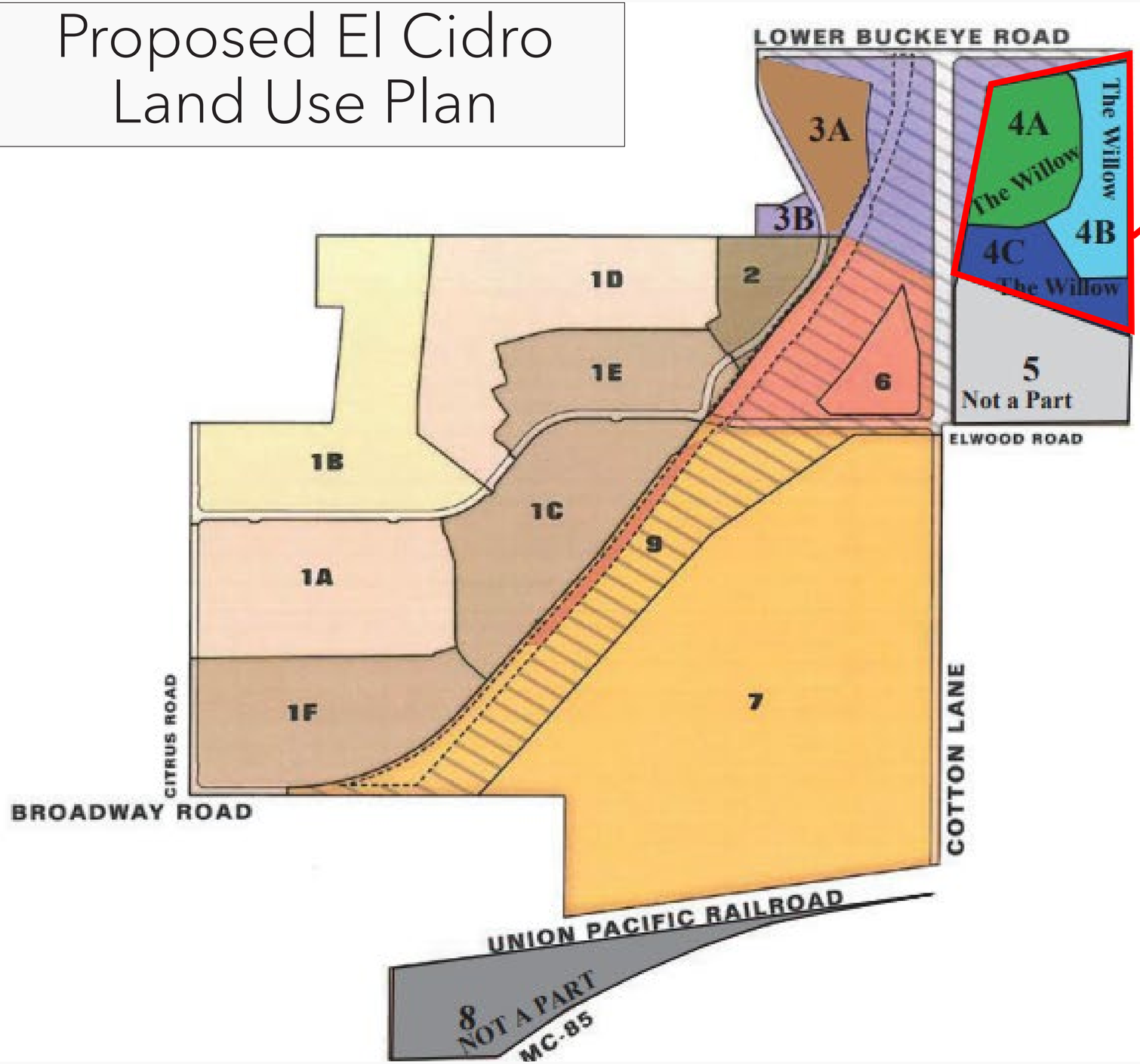
- Availability of affordable housing a key factor in attracting new employers



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Proposal

Proposed El Cidro Land Use Plan



Parcel 4 – Willow at El Cidro Ranch

Legend

- LDR4
- LDR3
- LDR2
- LDR1
- Commercial
- Industrial
- Multi-Use
- Arterials/Collectors
- City of Goodyear Property
- Flood Control Channel
- Not a Part
- Not a Part
- LDR5
- MDRA
- MFR

El Cidro

Land Use Plan

Figure 2

N

0' 400' 800'

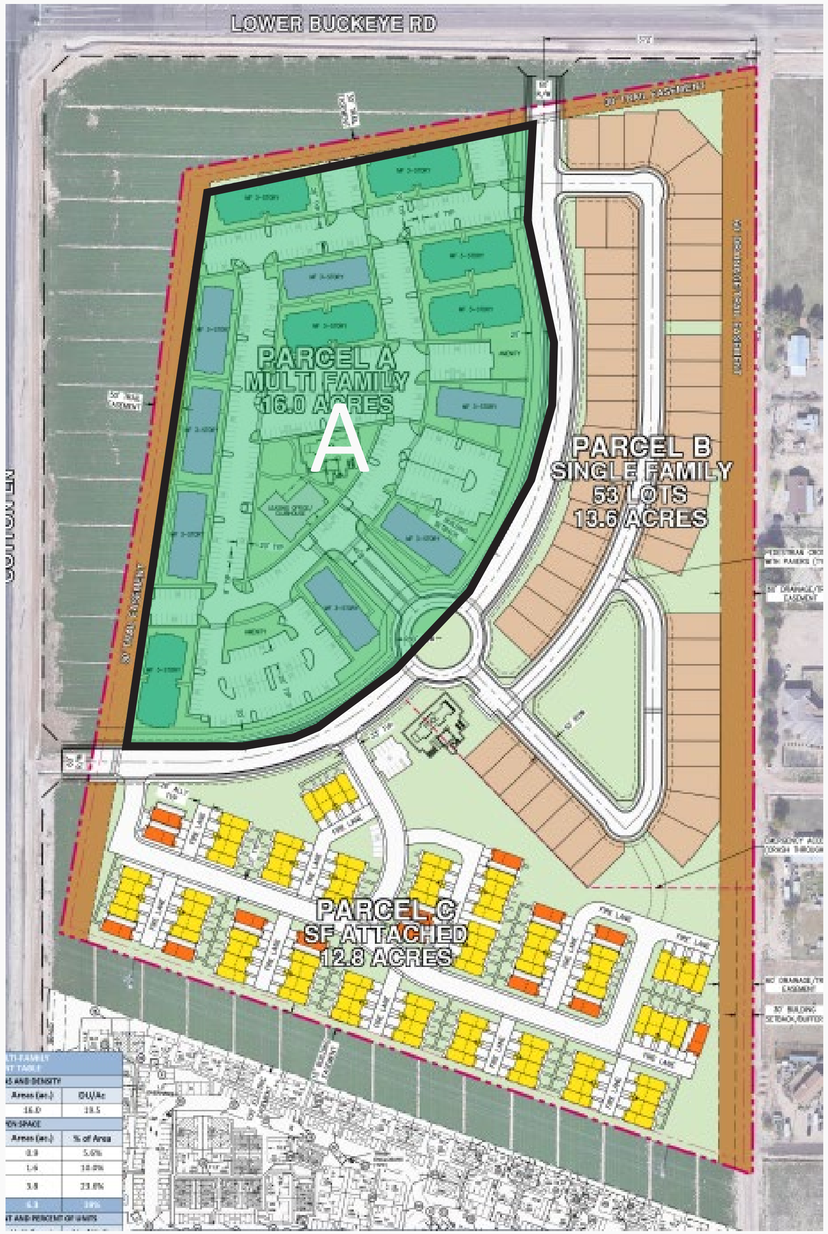
Proposal



- Gross area: 42.43 acres
- 3 separate development units with unique residential product
- Total units: 463
  - 312 MF
  - 53 single-family detached
  - 98 single-family attached
- Creates attractive community with a variety of housing options
- Density: 10.9 du/ac
- Total Open Space: 16.6 acres (39%)
  - 5.4 acres amenity used open space
- Surrounded by trails

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Parcel A

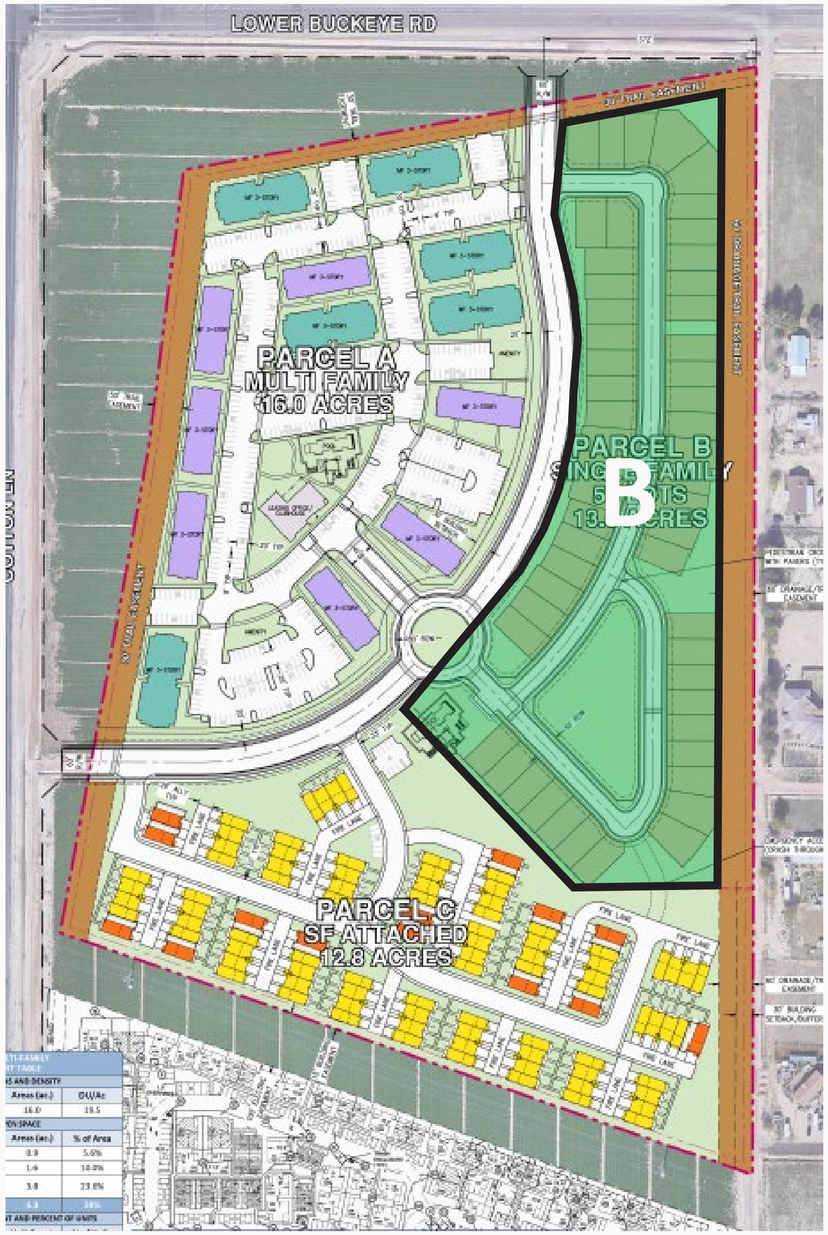


PARCEL A

- Gross area: 16 acres
- Multifamily development unit adjacent future Loop 303
- Total units: 312 (mix of 1 and 2 bedroom)
- Density: 19.5 du/ac
- Max Height: 40 ft
  - Will provide additional buffering for the single-family development areas from the freeway
- Total Open Space: 6.3 acres
  - Park/pool and clubhouse: 1.5 acres
- 60 sf of private open space per unit
- Amenities: Clubhouse, pool, turf area, trail access
- Total parking: 590 spaces

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Parcel B



PARCEL B

- Gross area: 13.5 acres
- Single-family detached – Provides appropriate transition to County RU-43 to the east
- Total lots: 53
- Density: 3.9 du/ac
- Total Open Space: 4.8 acres
  - Park and amenity space: 1.8 acres
- Amenities: Pool, turf area, trail access
  - Additional list of amenity options for internal parks provided in PUD (e.g. tot lot, fire pit, etc.)
- Will satisfy zoning ordinance requirements for amenity elements, connectivity elements, and streetscape elements

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Parcel C



PARCEL C

- Gross area: 12.9 acres
- Single-family attached– Alley loaded
- Total lots: 98
- Density: 7.6 du/ac
- Total Open Space: 5.5 acres
  - Park and amenity space: 2.1 acres
- Amenities: Pool, activated open space, turf area, trail access
  - Additional list of amenity options for internal parks provided in PUD (e.g. tot lot, fire pit, etc.)
- Will satisfy zoning ordinance requirements for amenity elements, connectivity elements, and streetscape elements

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Conceptual Project Imagery



PARCEL A - MULTI-FAMILY









PARCEL B - SINGLE-FAMILY



PARCEL C - SINGLE-FAMILY ATTCHED

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General Plan Goals

- ***Proposal consistent with Property's General Plan Land Use Designation of Neighborhood***

- *Furthers the following General Plan goals:*

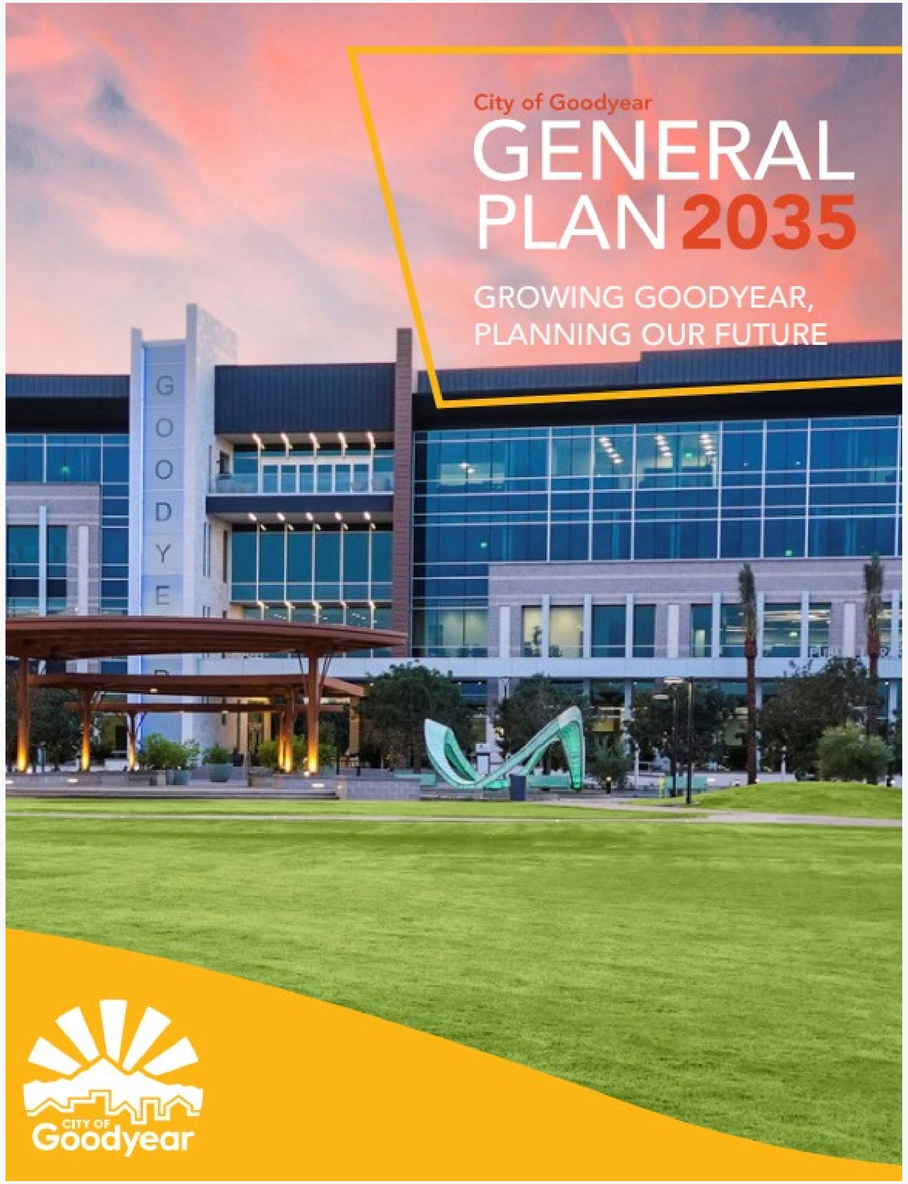
  - *Goal GD-1: A compatible mix of land uses that fosters a quality community, with livable and safe neighborhoods, a healthy population, a strong economy, and a sustainable environment.*

  - *Goal GD-3: A connected community with a well-functioning roadway network of complete streets that meet the needs of its residents, workforce, and visitors.*
    - *Objective GD-3-2: Integrate land use planning with transportation planning efforts.*

  - *Goal CC-1: Vibrant and complete neighborhoods recognized as being people and family-friendly, each with their individual character yet connected and integrated into a cohesive Goodyear.*
    - *Objective CC-1-1: Create and foster complete neighborhoods.*

- *Willow at El Cidro Ranch* responds to the pending extension of the SR303 Freeway adjacent to the Property by proposing a mix of diverse housing product options at a key location, providing a transition of development intensity moving from the freeway southeast toward existing development.

- Provides substantial open space and trail network



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Project Benefits

- New investment and development on parcel that has been vacant since the inception of the El Cidro PAD 17 years ago.
- High-quality residential development to address housing deficit and unmet market need with a complementary variety oh housing types.
- Improve mix and quality of housing inventory in the City of Goodyear.
- Provide appropriate level of intensity for development adjacent to future Loop 303 corridor
- Attract new residents to live, work, and shop in Goodyear, providing support for local business and overall economic development.

QUESTIONS

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Development Tables

PARCEL A - MULTI-FAMILY DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	**Areas (ac.)**	**DU/Ac**
Gross Area	16.0	19.5
PARKS AND OPEN SPACE		
Open Space Type	**Areas (ac.)**	**% of Area**
Park/Pool and Clubhouse	0.9	5.6%
Trail Easements	1.6	10.0%
Other Open Space, Amenities and Landscape Areas	3.8	23.6%
TOTAL OPEN SPACE	6.3	39%
UNIT DESCRIPTION, UNIT COUNT AND PERCENT OF UNITS		
Unit Description	**Unit Count**	**% of Units**
1 and 2 Bedroom Units	312	100%
TOTAL NUMBER OF UNITS	312	100%
PARKING REQUIRED		
Parking Required (Min. 9 x 20)	**Parking Stalls Per Unit**	**# of Parking Stalls Required**
1 and 2 Bedroom Units	1.78	555
Guest Parking	0.1	32
TOTAL PARKING REQUIRED	-	587
Bicycle Parking Facility Credit(1)		-8
TOTAL PARKING PROVIDED	590*	

PARCEL B - SINGLE FAMILY DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	**Areas (ac.)**	**DU/Ac**
Gross Area	13.5	3.9
PARKS AND OPEN SPACE		
Open Space Type	**Areas (ac.)**	**% of Area**
Park	1.0	7.0%
Trail Easements	2.2	16.3%
Other Open Space and Landscaping	1.6	11.9%
TOTAL OPEN SPACE	4.8	35%
UNIT DESCRIPTION AND COUNT		
Unit Description	**Unit Count**	
Single Family 45x90	53	

PARCEL C - SINGLE FAMILY ATTACHED DEVELOPMENT TABLE		
DEVELOPMENT AREAS AND DENSITY		
Area Description	**Areas (ac.)**	**DU/Ac**
Gross Area	12.9	7.6
PARKS AND OPEN SPACE		
Open Space Type	**Areas (ac.)**	**% of Area**
Park and Pool	1.0	7.7%
Trail Easements	1.0	8.0%
Other Open Space and Landscaping	3.5	27.1%
TOTAL OPEN SPACE	5.5	43%
UNIT DESCRIPTION AND COUNT		
Unit Description	**Unit Count**	
Alley Units	98	

Single-Family Development Standards

Land Use Districts	R1-4	LDR5	R1-A	MDRA
Underlying Zoning Districts		R1-4		R1-A
	City Standard	Amended PAD Standard	City Standard	Amended PAD Standard
Minimum Lot Area (sf)	4,500	**4,000**	2,800	**2,400**
Minimum Lot Width (ft.)	45	45	35	**30**
Minimum Lot Depth (ft)	100	**90**	80	80
Maximum Building Height (ft)	30	30	30	30
Maximum Building Coverage	60%	60%	75%	75%
Minimum Setbacks				
Front (ft)[1, 2]	10	10	10	10
Garage (ft)	20	20	20	20
Side (ft)[3]	5	5	0	0
Total Sides (ft)[3]	15	15[5]	0	0
Street Side (ft)[4]	10	10	10	10
Rear (ft)	20	**15**	15	15
Open Space (% of Net Area)	15%	15%	15%	15%

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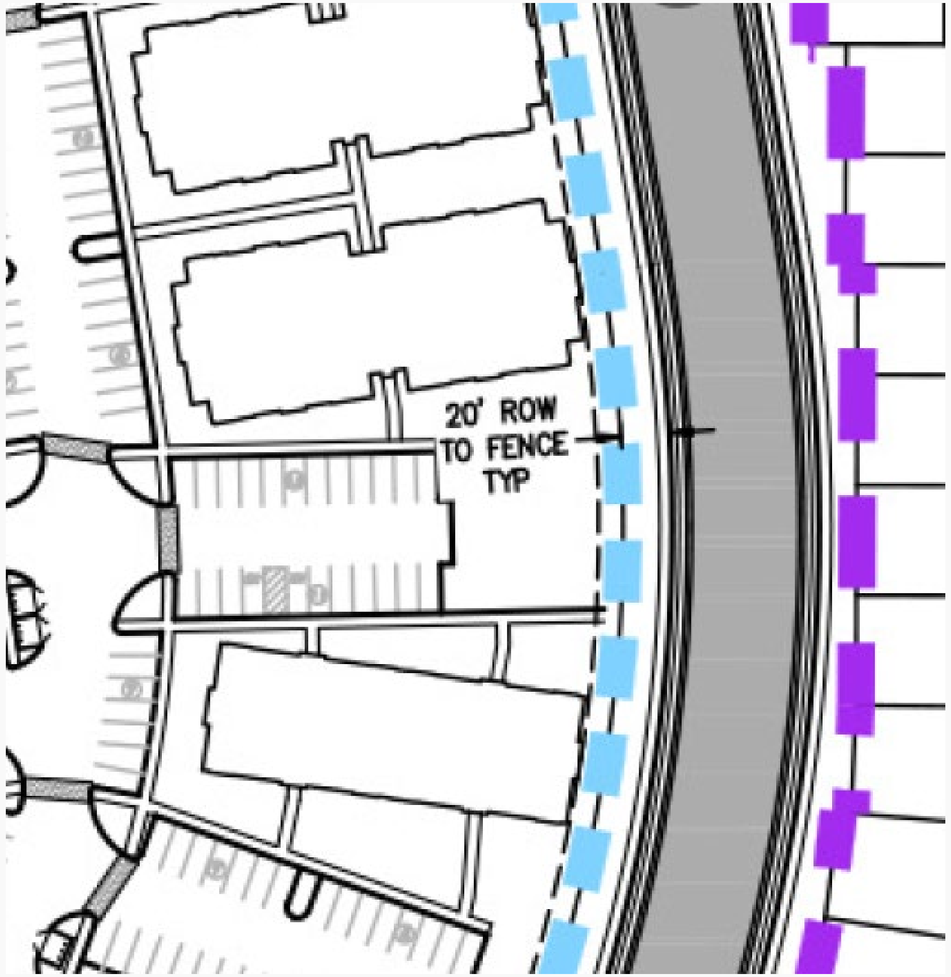
Multifamily Development Standards

Land Use Districts	MF-18	MFR
Underlying Zoning Districts		MF-18
	City Standard	Amended PAD Standard
Maximum Density (Du/Ac)	18	19.9
Minimum Lot Width (ft.)	200	200
Minimum Lot Depth (ft)	N/A	N/A
Maximum Building Height (ft)	30	**40**
Accessory building (ft)	12	12
Maximum Building Coverage	50%	50%
Minimum Setbacks[5] Front (ft)[1] Side (ft) Total Sides (ft) Street Side (ft)[4] Rear (ft)	 30 30 60 30 30	 30 30 60 30 30
Minimum Setbacks from SF Residential Zoning[5] Building Height 20' Building Height 20'-30' Building Height > 30'	 30' 50' 50' +5' for every 1' > 30'	 30' 50' 50' +5' for every 1' > 30'
Recreation Open Space (SF/DU)	400	400
Private Outdoor Open Space (SF/DU)	60	60

WITHEY MORRIS BAUGH

Deviations – MFR Landscape Buffer

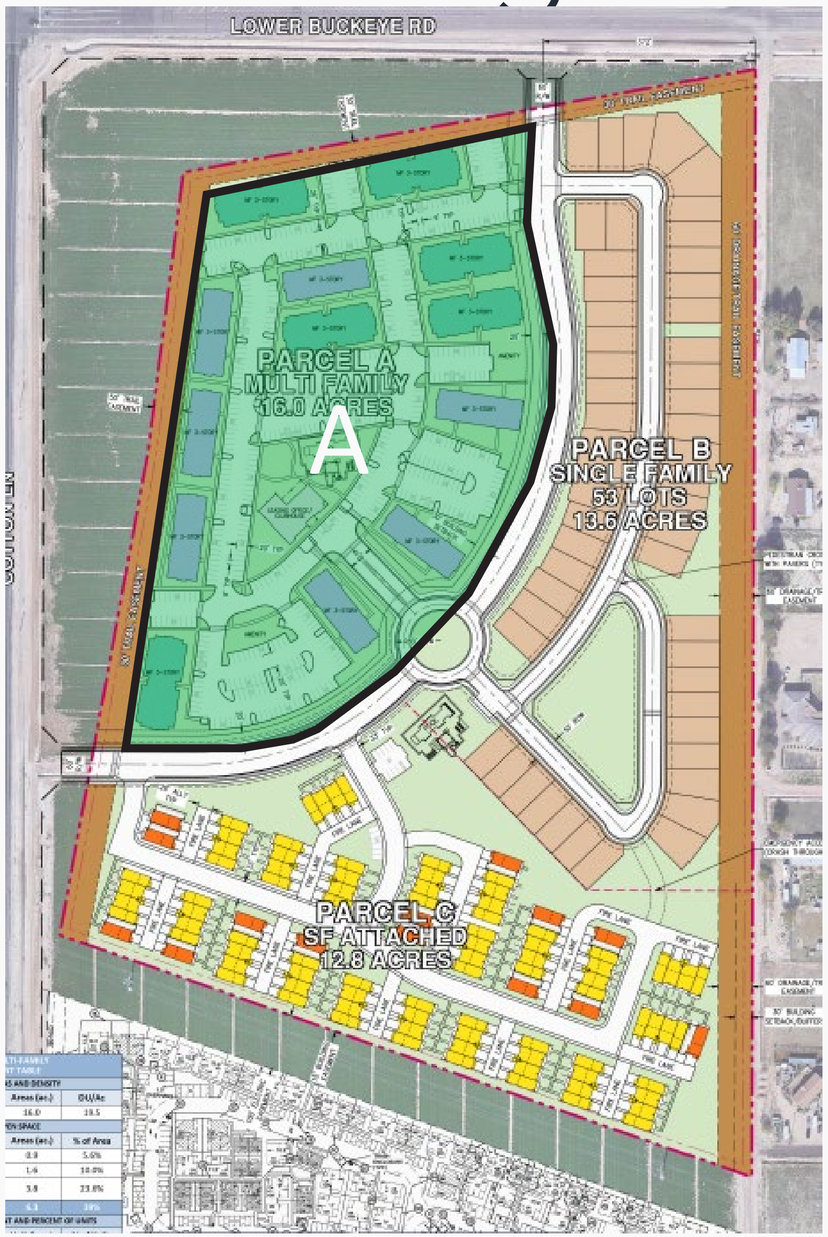
- **30’ landscape buffer measured to curb (Staff Interpretation)**
  - The required 30’ landscape buffer shall be provided in the MDRA District adjacent to the internal spine road. However, such buffer will be measured from back of the right of way and may include a detached sidewalk and view fence. A minimum buffer of 20’ shall be provided between the right of way and view fence. The entire buffer will be landscaped, satisfying the intent of the code requirement.

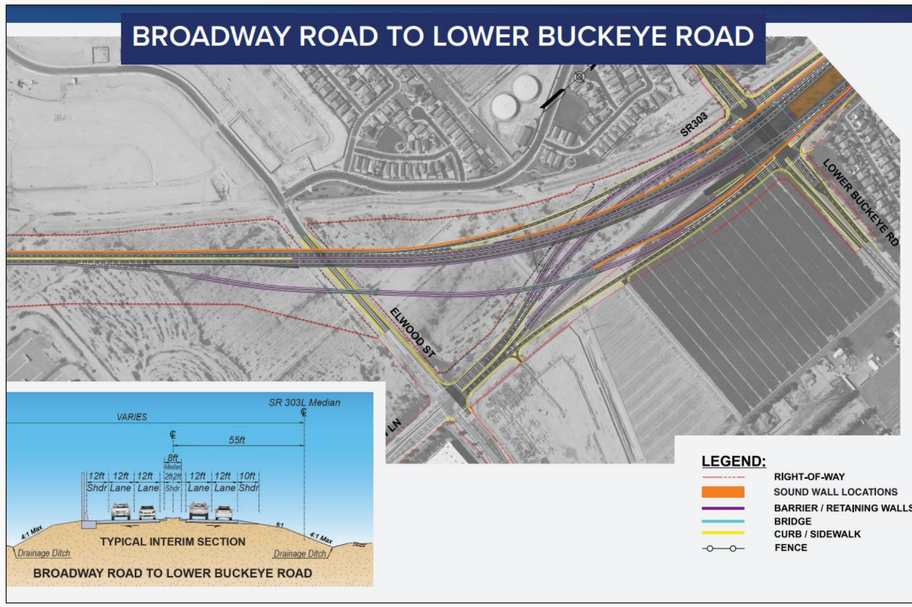


WITHEY MORRIS BAUGH

Deviations – MFR Height

- **40’ building height**
  - The future 303 alignment and planned elevated traffic interchange immediately adjacent to the MFR District warrants additional height at this location. The increased height will provide additional buffering for the single-family districts from the freeway and allows for additional opportunities for open space and amenities.

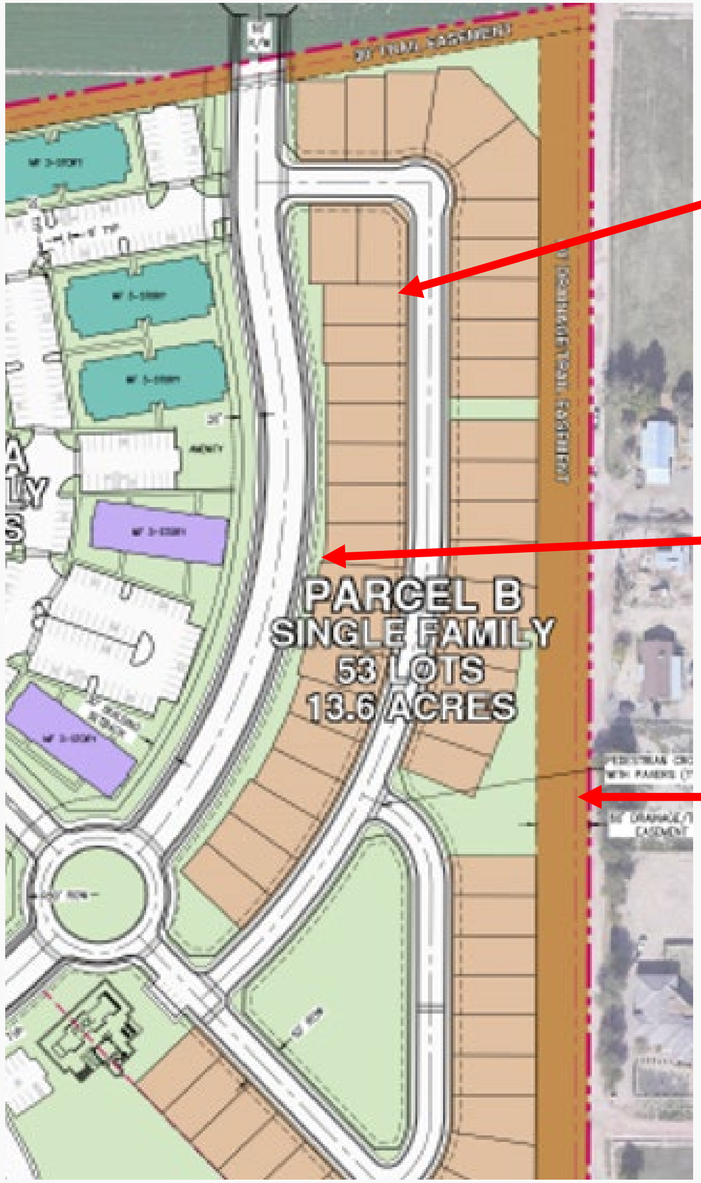




WITHEY MORRIS BAUGH

Deviations – LDR5

- **Minimum lot depth of 90 feet**
- **Minimum lot area of 4,000 square feet**
- **Minimum rear setback of 15 feet**
  - Reducing the minimum lot depth by 10’ in the LDR5 District promotes efficient use of the site. The lot size is compatible with homebuilder product that is common in the market and enables activation of more open space, including the enhanced trail corridor along the eastern perimeter. This also enables a larger buffer for the County RU-43 residences to the east.
  - The 5’ setback reduction allows for more efficient development of the constrained site and will allow for additional active open space while maintaining affordability.



45’x 90’ Lots

15’ rear setback

60’ trail easement

WITHEY MORRIS BAUGH

Deviations – MDRA

- *Minimum lot width of 30 feet*
- *Minimum lot area of 2,400* square *feet*

  - Reducing the minimum lot width by 5’ in the MDRA District promotes efficient use of the site. The lot size is compatible with homebuilder product that is common in the market and enables activation of more open space.

  - The MDRA District of *Willow at El Cidro Ranch* will include 5.5 acres of open space (double ordinance requirement), including 2.1 acres of active open space.



WITHEY MORRIS BAUGH

Traffic

Table 1: Traffic Volume Comparison: Current Zoning to Proposed Zoning

CURRENT ZONING	HOMES	DAILY TRAFFIC VOLUMES ENTERING	EXITING	TOTAL
ALL SINGLE FAMILY DETACHED	152	742	741	1,483
PROPOSED ZONING				
SINGLE FAMILY DETACHED	53	282	281	563
SINGLE FAMILY ATTACHED	98	353	353	706
MULTI-FAMILY	312	1,052	1,051	2,103
TOTAL PROPOSED ZONING	463	1,687	1,685	3,372

CURRENT ZONING	HOMES	AM HOURLY TRAFFIC VOLUMES ENTERING	EXITING	TOTAL
ALL SINGLE FAMILY DETACHED	152	36	102	138
PROPOSED ZONING				
SINGLE FAMILY DETACHED	53	12	36	48
SINGLE FAMILY ATTACHED	98	12	35	47
MULTI-FAMILY	312	30	95	125
TOTAL PROPOSED ZONING	463	54	166	220

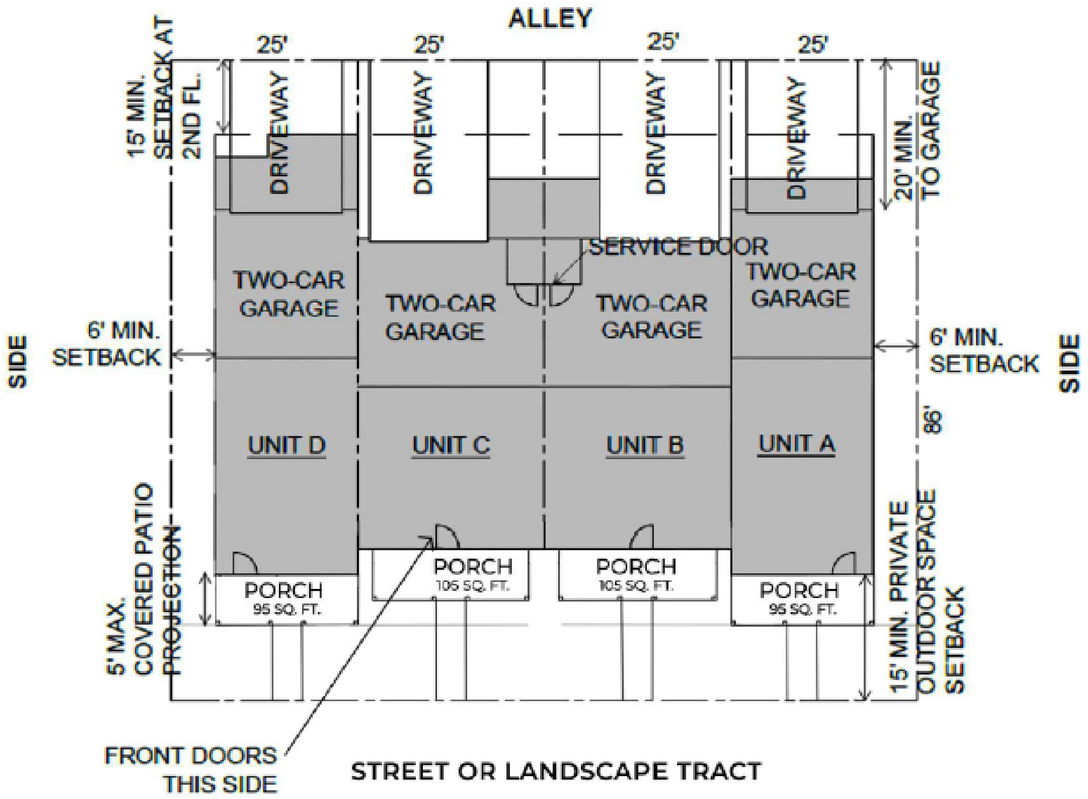
CURRENT ZONING	HOMES	PM HOURLY TRAFFIC VOLUMES ENTERING	EXITING	TOTAL
ALL SINGLE FAMILY DETACHED	152	93	54	147
PROPOSED ZONING				
SINGLE FAMILY DETACHED	53	35	20	55
SINGLE FAMILY ATTACHED	98	33	23	56
MULTI-FAMILY	312	100	59	159
TOTAL PROPOSED ZONING	463	168	102	270

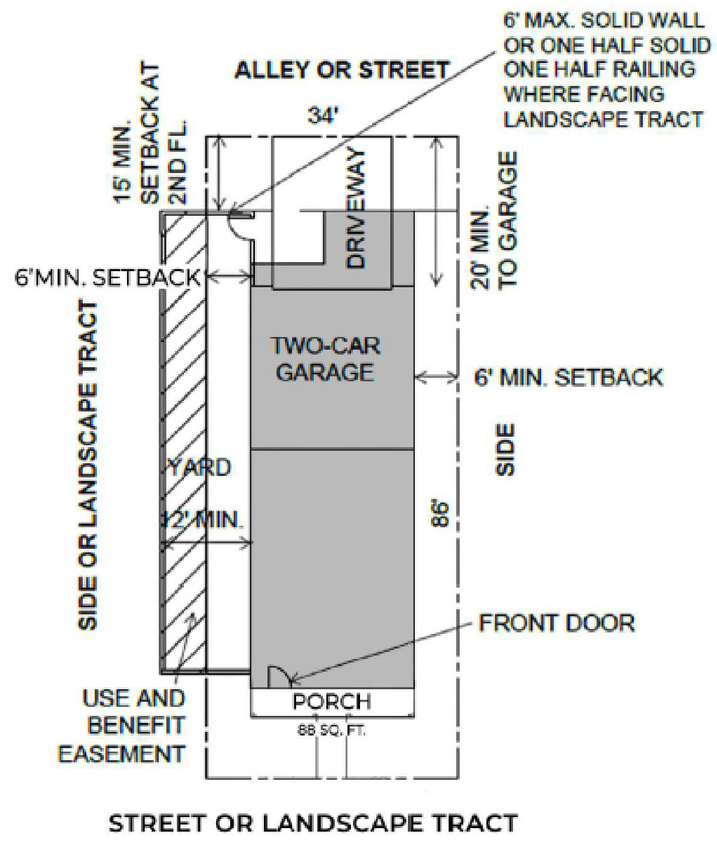
Table 4: Cotton / Buckeye Level-of-Service Summary

	MORNING 2025 WITH SITE CURRENT	2025 WITH SITE PROPOSED	2030 WITH SITE CURRENT	2030 WITH SITE PROPOSED
A	0	0	0	0
B	2	2	1	1
C	8	7	8	5
D	5	6	4	6
E	1	1	2	3
F	1	1	2	2
	17	17	17	17

	EVENING 2025 WITH SITE CURRENT	2025 WITH SITE PROPOSED	2030 WITH SITE CURRENT	2030 WITH SITE PROPOSED
A	0	0	0	0
B	0	0	0	0
C	6	6	6	6
D	3	3	1	1
E	6	5	2	2
F	2	3	8	8
	17	17	17	17

Single Family Attached Floor Plan





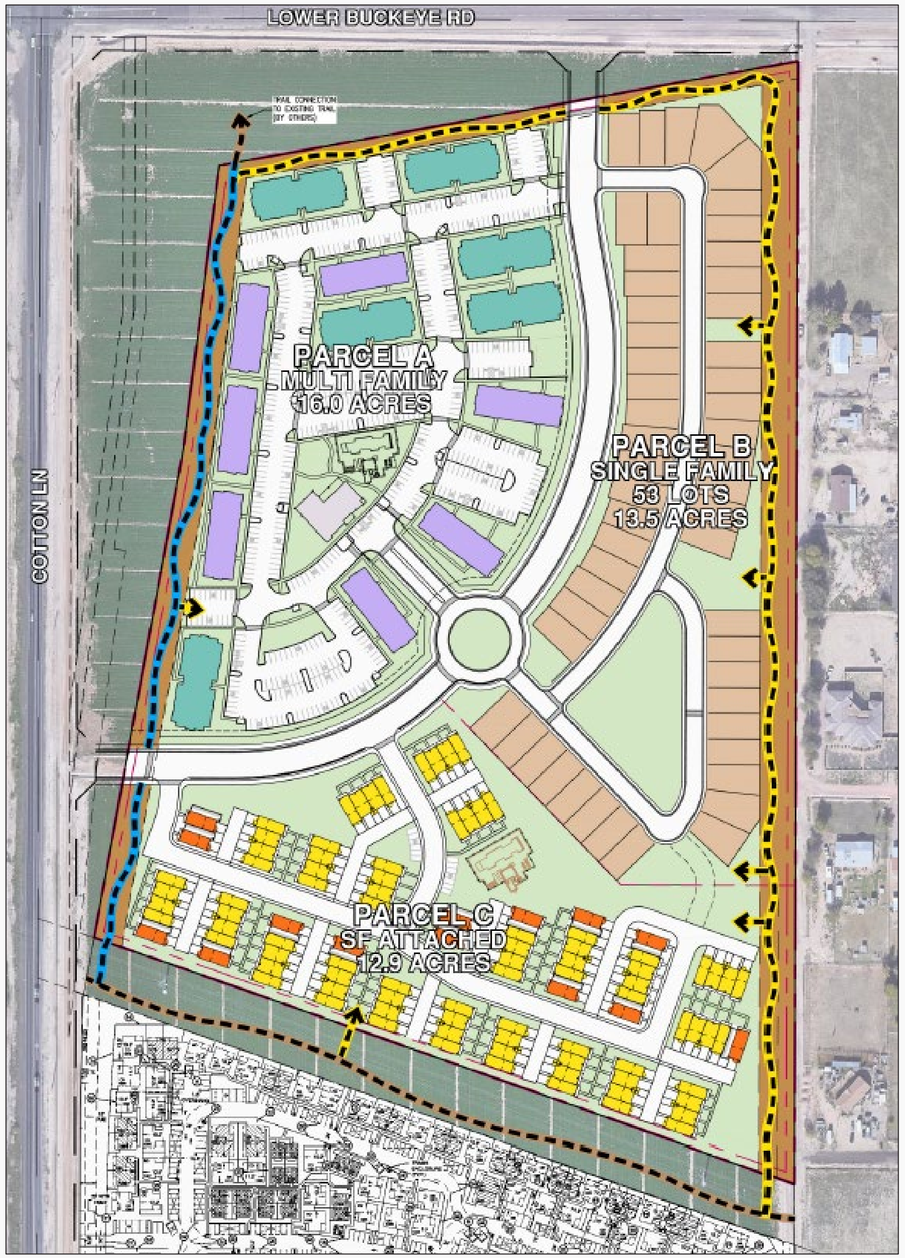
4-PACK TOWNHOUSE

SINGLE FAMILY

WITHEY MORRIS BAUGH

Pedestrian Trail System

PRODUCT LEGEND
Multi-Family (3-Story Stacked Flat Apartments (24 units per Building))
Multi-Family (3-Story Stacked Flat Apartments (24 units per Building))
Alley Product (2-Story 4-Pack Townhouses)
Alley Product (2-Story Single Family Homes)
Single Family Detached (45' x 90')
6' WIDE DECOMPOSED GRANITE TRAIL (PRIVATE)
MULTI USE TRAIL (PUBLIC)
EXISTING TRAIL (BY OTHERS)



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Schools

Table 6 – School Impact Analysis

School Type	Total Units	Student Ratio	Projected Students
Avondale ESD (K-8)	463	0.30/Lot	139
Agua Fria Union High School District	463	0.19/Lot	88
Total	**463**		**227**

- Agua Fria High School District opening sixth high school on 55-acre campus at NWC of Cotton Lane and Van Buren
- First class Fall 2025 – 2000 high school students at full buildout
- Copper Trails K-8 (Avondale Elementary School District)

Previous Plan (Raintree)

- Significantly more density (528 total units)
- No transition to county RU-43 to the east
- Less open space



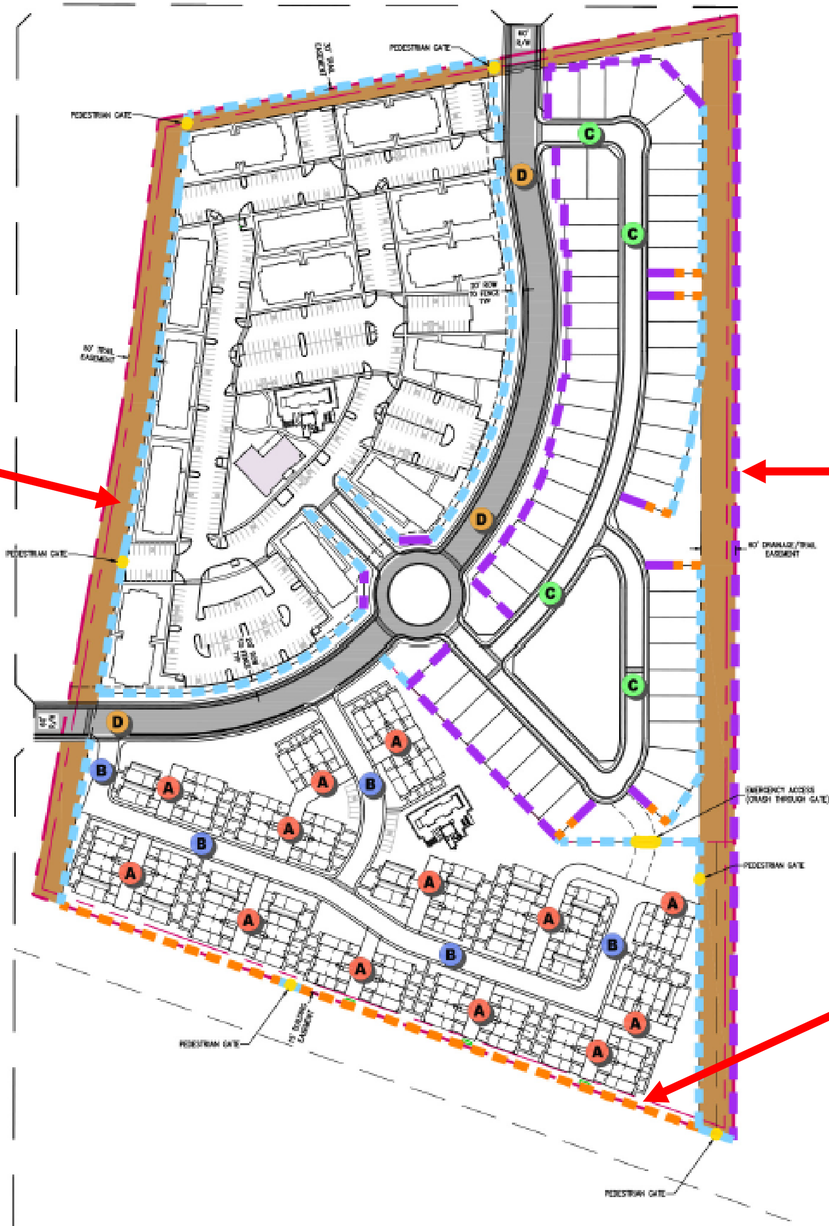
WITHEY MORRIS BAUGH

Wall Plan



PAINTED METAL PICKET FENCE
MAXIMUM HEIGHT
PER CITY STANDARDS

WALL TYPE 4 N.T.S.





CONCRETE BLOCK COLUMN
WITH COBBLESTONE VENEER
& CONCRETE CAP

PAINTED CONCRETE BLOCK
MAXIMUM HEIGHT
PER CITY STANDARDS

WALL TYPE 2 N.T.S.



PAINTED METAL PICKET FENCE
MAXIMUM HEIGHT
PER CITY STANDARDS

PAINTED CONCRETE BLOCK
36" HEIGHT

WALL TYPE 3 N.T.S.

WITHEY MORRIS BAUGH

Entry Aesthetics



MONUMENT SIGN ELEVATION — N.T.S.



ENTRY GATE ELEVATION — N.T.S.

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Open Space Plan

LEGEND
PARCEL A AMENITY USED OPEN SPACE = 1.5 ACRES
PARCEL B AMENITY USED OPEN SPACE = 1.8 ACRES
PARCEL C AMENITY USED OPEN SPACE = 2.1 ACRES
TOTAL ACREAGE OF AMENITY USED OPEN SPACE = 5.4 AC



WITHEY MORRIS BAUGH

Amenity Options

- Benches
- On-site parking
- Trash Receptacle
- Drinking fountains
- Seating Nodes
- Open Space
- Internal Trails and Paths
- Shade Structure
- Shade Trees
- Passive Turf Areas
- Turf retention basin
- Community garden
- Botanical garden
- Small Play Structure (ages 5-12)
- Tot Lot (ages 2-5)
- Interactive Water Play
- Pool
- Ramada/Built Shade
- Fire Pit
- Outdoor Dining and BBQ area
- Dog Park
- Splash pad
- Exercise/Fitness Park
- Crawl tunnel
- Bocce ball court
- Lawn Games
- Tennis court
- Basketball court
- Baseball field
- Bag toss
- Soccer field
- Bike parking
- Activity/discovery trail
- Turf/Sand Volleyball Court
- Sport Court
- Barbeque

ITEM #: 18.
DATE: 08/26/2024
AI #:2087

CITY COUNCIL ACTION REPORT

SUBJECT: INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF GLENDALE FOR A SERIES OF ANNUAL WATER EXCHANGES

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

SUMMARY

Request Council approval of an Intergovernmental Agreement (IGA) with the city of Glendale, Arizona and approval authority to execute an Exchange Implementation Agreement with the Central Arizona Water Conservation District (CAWCD) to enhance water resource management for both municipalities through a series of annual water exchanges.

STRATEGIC PLAN ALIGNMENT

Quality of Life | Fiscal Resource Management | Economic Vitality

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between the cities of Glendale and Goodyear, providing for water exchanges, and authorizing the City Manager to execute the CAWCD Exchange Implementation Agreement. (Barbara Chappell, Water Services Director)

FISCAL IMPACT

The costs associated with this item have been included in the fiscal year 2025 budget within the Water fund. The city of Glendale will reimburse the city of Goodyear for costs associated with the Colorado Salt River Project Interconnect Facility (CSIF) lease. Reimbursement costs will be based on the volume of exchanged water provided by Goodyear to Glendale.

BACKGROUND AND PREVIOUS ACTIONS

The primary purpose of this proposed agreement is to enhance water management capabilities within both cities while preparing for potential shortages in the Colorado River system.

The city conveys its Central Arizona Project (CAP) water through the Salt River Project (SRP) canal system across the valley to our Surface Water Treatment Plant for treatment. The CSIF is the location where the CAP and SRP canal systems intersect, allowing the city of Goodyear to receive its Colorado River allocation. The city has a lease agreement with SRP to reserve and pay for 25,000 acre-feet of water capacity annually. The city paid $16.10 per acre-foot in 2024 for a total of $402,500. The CSIF lease is important for the continued operation of our Surface Water Treatment Plant.

Glendale aims to receive Goodyear's CAP water at its Pyramid Peak Water Treatment facility in north Glendale. In exchange, Goodyear would receive water from Glendale's SRP system supplies, which could include New Conservation Space (NCS) water, Flood Control Space (FCS) water, and/or recovered CAP long-term storage credits. The exchanged water would be delivered through the SRP canal system to the intake of Goodyear's Surface Water Treatment Plant at 4980 S. 157th Ave. All exchanges between both parties would be for wet water or physical water and not Long-Term Storage Credits that are recovered at a later date.

A large cost for the city of Goodyear in utilizing the SRP canal system to convey its CAP water is the CSIF lease. This cost is paid by the city at the beginning of each calendar year to reserve 25,000 acre-feet of capacity within the SRP canal system. The cost associated with the lease is separate from the cost of the physical CAP water and must be paid regardless of whether water is delivered through the CSIF. The city of Glendale, as part of the exchange, would reimburse the city of Goodyear a portion of the costs associated with the CSIF lease based on the volume of water exchanged between both parties.

STAFF ANALYSIS

The proposed IGA affords the city of Goodyear an opportunity to participate in a regional solution to better manage water within the Valley. This proactive strategy not only serves to address immediate water supply concerns but also builds a foundation for long-term water security and effective drought response measures in both communities.

The water quality for water received by the city of Goodyear should not be impacted. As the water travels through the SRP canals to the pump station it should remain of the same consistency as the water currently being delivered to the Surface Water Treatment Facility in Goodyear.

The IGA will bolster water management capabilities, optimize water allocation, promote more efficient water usage, and ensure a more sustainable approach to water resource management.

Attachments

IGA between the cities of Goodyear and Glendale

Exchange Implementation Agreement with CAWCD

Presentation

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND THE CITY OF GOODYEAR, ARIZONA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Goodyear, an Arizona municipal corporation ("Goodyear"), hereinafter referred to collectively as "the Parties", or individually as "Party". This Agreement shall become effective when the last Party signs and the Permit (defined below) is issued ("the Effective Date").

Recitals

A. Potable water in Arizona has long been an extraordinarily valuable resource and the Parties are cognizant of the severe drought affecting Arizona and the Colorado River watershed system from which Arizona also draws a portion of its water.

B. By agreement, the Parties desire to optimize water usage, increase efficiency in transporting water within the Phoenix Metro area, and more efficiently manage the costs of transporting and treating Colorado River water in the Glendale-Goodyear area.

C. The purpose of this Agreement is to memorialize in writing the arrangement between the Parties regarding the exchange of (1) one or more types of Glendale's Salt River Project (SRP) Association surface water, New Conservation Space water, Flood Control Space water, and recovered CAP long-term storage credits for an equal amount of (2) Goodyear's Central Arizona Project Municipal and Industrial water allocation (Goodyear's CAP water).

D. The Parties are authorized to enter into this Agreement by A.R.S. §11-952.

Agreement

The Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.

2. **The Exchange.** Beginning as soon after the Effective Date as the Permit (defined below) has been issued and such exchange water can be reasonably ordered from and delivered by both the Central Arizona Water Conservation District (CAWCD) and SRP in the same quantity by and to both Parties for the then-current calendar year. Additional details of the exchange are set forth in the attached Exhibits A and B.

    a. **Quantity to be Exchanged**. Subject to the annual delivery plan agreement of the parties for each year per the next subsection, for calendar years 2024 and 2025, the

exchanged amount will be up to 7,000 acre-feet of water per year. In the following years, the exchanged amount will be up to 8,500 acre-feet of water per year.

b. Annual Delivery Plan. Each year prior to placing water orders, the Parties will meet and confirm in writing to each other the amount of water each Party will order for delivery to the other Party each month in a calendar year, respectively. Nothing in this Agreement binds either Party to agree to exchange water in any quantity for a particular month or water year if there is a good faith reason for the Party to reduce or increase such amount. If extraordinary circumstances arise after the annual delivery plan is agreed upon, which includes: timing issues with approvals of the exchange volumes; shortage calls on the Colorado River beyond the control of the Parties; infrastructure problems; and other circumstances mutually agreed upon by the Parties that adversely impacts a Party's ability to meet its delivery commitments, the Parties will meet and confer to re-evaluate and renegotiate the annual delivery plan, and no liability shall attach to the Party who is unable to honor its annual delivery commitment because of such extraordinary circumstances or to the Party who is unwilling to increase the quantity of water for a particular month or water year in response to a request for such an increase.

c. Equal Exchange. The quantity of exchanged water will be equal each calendar year.

d. Goodyear's CAP Water. Goodyear will order Goodyear's CAP water through CAWCD, to be delivered to Glendale at the turnout for Glendale's Pyramid Peak Water Treatment Plant in accordance with the Parties' annual written delivery plan.

e. Glendale's Water. Glendale will order Glendale's water through SRP for delivery through the SRP canal system to the Goodyear Surface Water Treatment Facility intake. Glendale's water may consist of one or any combination of Glendale's SRP Association surface water, New Conservation Space water, and Flood Control Space water, and recovered CAP long-term storage credits, so long as such water is delivered to Goodyear in an annual quantity equal to the Goodyear CAP water ordered by Goodyear for delivery to Glendale.

f. Exchange Permit. The water exchange in this Agreement requires a permit under A.R.S. section 45-1041 *et seq*. ADWR's issuance of the permit is a condition precedent to the effectiveness of this Agreement. Glendale will submit an application for a general use water exchange permit to the ADWR. The permit application shall specify that Goodyear and Glendale will each be able to use the water exchanged in any manner authorized by law. Glendale shall pay all permit application and publication fees.

3. Water Costs. Goodyear will be responsible to timely pay all capital and operational and other costs due for Goodyear's CAP water pursuant to Goodyear's subcontract with CAWCD. Glendale will reimburse Goodyear for the SRP CSIF-costs for delivery of Glendale's water to Goodyear (the "Goodyear CSIF Costs"). Glendale will reimburse

Goodyear for the Goodyear CSIF Costs for the exchanged volume promptly. The Goodyear CSIF Costs are defined as those costs described in paragraph 13.1 and 13.2 of the CAP/SRP Interconnection Facility Lease and Water Transportation Agreement among Goodyear and SRP dated February 7, 2017, as amended and as such costs are adjusted annually, for the quantity of water taken by Goodyear pursuant to this exchange Agreement, plus 10% of the administrative fee per year as annually adjusted in paragraph 13.3.

4. **Term.** The term of this Agreement shall be ten (10) years, beginning with the calendar year 2024. This Agreement may be extended for additional calendar years by the mutual written agreement of the Parties starting January 1, 2034. This Agreement may be terminated earlier upon the mutual written consent of the Parties.

5. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. **Default, Breach, Remedies and Premature Termination.** If either Party fails to perform any of its obligations under this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default, provided however, that if the default reasonably cannot be cured in thirty (30) days, then if the defaulting Party begins action to cure the default within thirty (30) days and expeditiously proceeds to complete such action, the time for curing the default shall be extended for the amount of time which is reasonably needed to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law.

7. **Severability and Premature Termination.** If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that any provision of this Agreement is invalid, then the invalid provision shall be stricken from this Agreement, and the Parties shall negotiate in good faith using their best efforts to revise this Agreement so that the Party that benefitted by the invalid provision receives the benefit of its bargain. At the conclusion of such negotiations, the Party that benefitted by the invalid provision may elect to continue this Agreement in force, with or without additional modification, or may elect to terminate this Agreement.

8. **Premature Termination for Other Reasons.** Either Party may terminate this Agreement for the reasons stated in A.R.S. § 38-511. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that the duration of this

Agreement is unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time this Agreement shall terminate; provided however, that prior to such termination the Parties shall use their best efforts in good faith to negotiate a lawful extension of this Agreement.

9. **Assignment and Delegation Prohibited.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

10. **No Third-Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third-party beneficiaries to this Agreement.

11. **Governing Law; Choice of Forum.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

12. **Fair Interpretation.** The Parties have been represented by counsel in negotiation and drafting this Agreement, and this Agreement shall be construed to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13. **Entire Agreement.** This Agreement, including the attached Exhibits, constitutes the complete, exclusive, and final expression of the Parties' intent, and as such, supersedes all previous communications, representations, or agreements, written or verbal with respect to its subject matter.

14. **Section Heading.** The section headings used herein are for reference only and shall not be used to construe, define, extend, or describe the scope or intent of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

16. **Notice.** Except as otherwise required by law, all notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed received upon personal delivery or transmission via telecopy thereof or if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the Parties at the addresses set out below, or at such other address as either Party may designate in writing:

If to Goodyear: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: Water Resources Director

with a copy to: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Attorney

If to Glendale: City of Glendale
7070 West Northern Avenue
Glendale, Arizona 85303
Attn: Water Resources Director

with a copy to: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE

By: _____
Mayor

Dated: _____

ATTESTED BY

_____
City Clerk

CITY OF GOODYEAR

By: _____
Mayor

Dated: _____

ATTESTED BY

_____
City Clerk

ATTORNEY CERTIFICATION

In accordance with A.R.S. § 1 l-952, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.

_____
Attorney for City of Goodyear

_____
Attorney for City of Glendale

Exhibit A

Exchange Details

Ordering Process:
Glendale will request the monthly and annual volume of the water exchange by notifying Goodyear's Water Resource Director before September 1st of the year preceding the year of the exchange. Glendale will deliver Glendale's written request to Goodyear, SRP, and CAWCD for approval. If approved or revised, the agreed amount of the exchange will be ordered by Goodyear for delivery to Glendale for the following year.

Changes may be made to the annual order if extraordinary circumstances arise. Extraordinary circumstances include: timing issues with approvals of the exchange volumes; shortage calls on the Colorado River beyond the control of the Parties; infrastructure problems; and other circumstances mutually agreed by the Parties.

No water orders were placed for calendar year 2024. If ADWR issues the Permit in 2024, then the Parties will confer with SRP and CAWCD to determine the amount of water that can be exchanged and mutually delivered in calendar year 2024.

Type of Water:
The type(s) of water and associated volumes (in acre-feet) will be listed on the order request in priority of use in the exchange. The type of water for the exchange can be adjusted during the year if agreed upon by the Parties. No unrecovered water held as long-term storage credits will be part of the exchange.

Availability of CAP and SRP Supplies for the Order:
During each year of exchange, if a Party becomes aware of a shortage in the Party's water available to complete the exchange, the Party will promptly notify the other Party, and the Parties will modify the exchange orders to reflect the unforeseen circumstances. It is mutually understood by the Parties that the quantity of CAP water is subject to shortage declarations outside Goodyear's control.

Exhibit B

Exchange Cost Estimates

Estimated Costs

Goodyear will pay all costs assessed for delivery of the Goodyear CAP water by CAWCD.

Glendale will pay all costs of the recovery and delivery of Glendale's water to Goodyear. Glendale will reimburse Goodyear for the cost of SRP CSIF charges paid by Goodyear for the volume of exchanged water given by Goodyear to Glendale (defined in the Agreement as the "Goodyear CSIF Costs"). Estimated total costs are listed in the table below:

	Exchange Volume (acre-feet)	**Estimated Cost to Glendale[1]**	**Estimated Total Cost to Glendale[2] (2024)**
2024	7,000	$112,700	$113,013
2025	7,000	$116,306	$116,629
2026	8,500	$145,749	$146,082
2027	8,500	$150,413	$150,757
2028	8,500	$155,226	$155,581
2029	8,500	$165,319	$165,685
2030	8,500	$170,609	$170,987
2031	8,500	$176,069	$176,459
2032	8,500	$181,703	$182,105
2033	8,500	$187,518	$187,947

[1] – Calculated by multiplying Goodyear's CSIF per acre-foot use fee (2024) of $16.10 by the maximum exchanged volume per year. After 2024 there is an added estimated annual inflationary increase of 3.2%.

[2] – Includes 10% of Goodyear's CSIF Administrative Fee per year. As of 2024, the CSIF Administrative Fee is $3,127.91 and after 2024, the fee will be adjusted by an annual inflationary increase of 3.2%.

All permitting and associated fees for the exchange permit application and additional costs of the exchange shall be the responsibility of Glendale.

Invoices

Goodyear will invoice Glendale by January 30th for the Goodyear CSIF costs incurred for the exchanged water in the preceding year.

Glendale will pay the invoice sent by Goodyear 30 days after receipt of invoice.

EXCHANGE IMPLEMENTATION AGREEMENT AMONG THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT, THE CITY OF GOODYEAR AND THE CITY OF GLENDALE

This EXCHANGE IMPLEMENTATION AGREEMENT TO IMPLEMENT THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND THE CITY OF GOODYEAR, ARIZONA, hereinafter referred to as "Exchange Agreement," is made and entered into this_ day of ----· 2024 among the Central Arizona Water Conservation District, hereinafter referred to as "CAWCD," a multi-county water conservation district organized under the laws of the State of Arizona, the City of Goodyear, hereinafter referred to as "Goodyear", and the City of Glendale, hereinafter referred to as "Glendale".

WITNESSETH, THAT:

RECITALS

A. WHEREAS, Goodyear holds an entitlement to 10,742 acre-feet of Project Water pursuant to the "Subcontract Among the United States, the Central Arizona Water Conservation District, and the City of Goodyear, Providing for Water Service, Central Arizona Project, No. 07-XX-30-W0498", hereinafter referred to as "Goodyear's CAP Subcontract".

B. WHEREAS, Article 4.3(d) of Goodyear's CAP Subcontract provides that Goodyear may exchange Goodyear's CAP Water pursuant to separate agreements.

C. WHEREAS, Goodyear desires to enter into the Exchange Agreement with Glendale to exchange Goodyear's CAP Water for Glendale's SRP Water.

D. WHEREAS, CAWCD, Goodyear and Glendale desire to enter into this Exchange Implementation Agreement to set forth supplemental terms regarding, but not limited to, the scheduling, delivery, payment and accounting of Goodyear CAP Exchange Water pursuant to the Exchange Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, CAWCD, Goodyear and Glendale agree as follows:

ARTICLE 1
DEFINITIONS

Definitions in Goodyear's CAP Subcontract are applicable to this Agreement. The first letters of terms so defined are capitalized herein. In addition, the following definitions shall apply to this Agreement:

1.1 "Annual CAP Water Delivery Schedule" means the annual water delivery schedule submitted by Goodyear to CAWCD pursuant to Article 4.4 of Goodyear's CAP Subcontract.

1.2 "CAP System Use Agreement" means the CAP System Use Agreement Between the United States and the Central Arizona Water Conservation District dated February 2, 2017 (17-XX-30-W0622), as it may be amended and supplemented.

1.3 "Exchange Agreement" means The Intergovernmental Agreement Between the City of Glendale, Arizona and the City of Goodyear, Arizona, entered into between Goodyear and

Glendale to exchange Goodyear's CAP Water for Glendale's SRP Water, attached hereto as Exhibit A.

1.4 "Glendale's CAP Water" means Glendale's entitlement to Project Water pursuant to Glendale's CAP Subcontract.

1.5 "Glendale's CAP Subcontract" means the "Subcontract Among the United States, the Central Arizona Water Conservation District, and the City of Glendale, Providing for Water Service, Central Arizona Project, No. 07-XX-30-W0493", as amended.

1.6 "Glendale's SRP Water" means one or any combination of Glendale's SRP Association surface water, New Conservation Space water, and Flood Control Space water, and recovered CAP long-term storage credits.

1.7 "Goodyear CAP Exchange Water" means the portion of Goodyear's CAP entitlement that Goodyear has agreed to have delivered to Glendale in exchange for Glendale's SRP Water pursuant to the Exchange Agreement.

1.8 "Goodyear's CAP Water" means Goodyear's entitlement to Project Water pursuant to Goodyear's CAP Subcontract.

1.9 "Project Water" means that water defined as Project Water in the Repayment Stipulation.

1.10 "Repayment Stipulation" means the Stipulated Judgment and the Stipulation for Judgment (including any exhibits to those documents) entered on November 21, 2007, in the United States District Court for the District of Arizona in the consolidated civil action styled Central Arizona Water Conservation District v. United States, et al., and numbered CIV 95-625- TUC-WDB (EHC) and CIV 95-1720-PHX-EHC.

ARTICLE 2
TERM

This Agreement shall be effective when executed by the Parties and shall terminate on the same date as the Intergovernmental Agreement.

ARTICLE 3
GOODYEAR'S CAP SUBCONTRACT CONTROLLING

The terms of Goodyear's CAP Subcontract shall apply to and control the delivery of Goodyear CAP Exchange Water. This Agreement sets forth supplemental terms relating to the use and delivery of Goodyear CAP Exchange Water.

ARTICLE 4
SCHEDULING AND DELIVERY OF GOODYEAR'S CAP EXCHANGE WATER

4.1 On or before October 1 of each year preceding a year during which Goodyear desires CAWCD to deliver Goodyear CAP Exchange Water to Glendale pursuant to the terms of the Exchange Agreement, Goodyear shall identify in its Annual CAP Water Delivery Schedule, the amounts of Goodyear CAP Exchange Water desired to be delivered to Glendale during each month of the following year, and the point(s) of delivery for Goodyear CAP Exchange Water.

4.2 Goodyear CAP Exchange Water shall be delivered at the following CAP turnout(s): Glendale Turnout Right, which was constructed and installed pursuant to Article 4.5 of Glendale's CAP Subcontract, or at such other delivery points, which are constructed and installed in accordance with Article 4.5 of Glendale's CAP Subcontract.

4.3 On or before October 1 of each year preceding a year during which Goodyear desires CAWCD to deliver Goodyear CAP Exchange Water to Glendale, Goodyear and Glendale shall notify CAWCD that an exchange will occur in the following year and the approximate volume of that exchange, which volume shall correspond to the amount of Goodyear CAP Exchange Water identified in Article 4.1.

4.4 The scheduling and delivery of Goodyear CAP Exchange Water shall be subject to the CAP System Use Scheduling Priorities set forth in the CAP System Use Agreement Section 11.1.

4.5 The monthly delivery schedule of Goodyear CAP Exchange Water identified in Article 4.1 may be amended upon Glendale and Goodyear's mutual written request to CAWCD. Proposed amendments shall be submitted no later than 15 days before the desired amendment is to become effective. CAWCD may modify proposed amendments to the monthly water delivery schedule as necessary to conform to previously approved water delivery schedules.

ARTICLE 5
GLENDALE'S RECEIPT AND USE OF GOODYEAR CAP EXCHANGE WATER

5.1 Glendale agrees that its receipt and use of Goodyear CAP Exchange Water shall be subject to the same terms and conditions as set forth in the following provisions of Glendale's CAP Subcontract: Articles 4.3, 4.5, 4.6, 4.8, 4.9, 4.10, 6.1, 6.3, 6.4, 6.5, 6.6, 6.9, 6.10, 6.11 and 6.13.

5.2 CAWCD does not warrant the quality of Goodyear's CAP Exchange Water transported through the CAP System to Glendale pursuant to this Exchange Implementation Agreement and CAWCD is under no obligation to construct or furnish water treatment facilities to main or better the quality. Glendale assumes all responsibility for purifying or otherwise treating Goodyear CAP Exchange Water received to meet applicable water quality standards established by federal, state or local authorities. Glendale waives their rights to make a claim against the United States, the CAWCD or another subcontractor for the quality of Goodyear CAP Exchange Water.

ARTICLE 6
PAYMENT FOR
GOODYEAR'S CAP EXCHANGE WATER

6.1 Goodyear agrees to pay all charges established by CAWCD for the delivery of CAP Water, including Goodyear's CAP Exchange Water, pursuant to their Subcontract, including CAP Fixed OM&R Charges and CAP Pumping Energy Charges, which would otherwise have been associated with delivery of their CAP Water order as if no exchange had taken place.

6.2 Goodyear's payment for delivery of CAP Water shall follow the same payment procedure as defined in Goodyear's CAP Subcontract Article 5.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Goodyear. Goodyear represents and warrants as follows: (i) Goodyear is a municipality existing under the laws of the State of Arizona; (ii) to the best of Goodyear's knowledge the execution and delivery hereof to CAWCD and the performance by Goodyear of its obligation under this Agreement will not violate the terms or provisions of any agreement, document or instrument to which Goodyear is a party or by which Goodyear is bound; and (iii) all proceedings required to be taken by or on behalf of Goodyear to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

7.2 Representations and Warranties of Glendale. Glendale represents and warrants as follows: (i) Glendale is a municipality existing under the laws of the State of Arizona; (ii) to the best of Glendale 's knowledge the execution and delivery hereof to CAWCD and the performance by Glendale of its obligation under this Agreement will not violate the terms or provisions of any agreement, document or instrument to which Glendale is a party or by which Glendale is bound; and (iii) all proceedings required to be taken by or on behalf of Goodyear to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

7.3 Representations and Warranties of CAWCD. CAWCD represents and warrants as follows: (i) CAWCD is a multi-county water conservation district duly organized and validly existing under the laws of the State of Arizona; (ii) to the best of CAWCD's knowledge, the execution and delivery hereof to Goodyear and the performance by CAWCD of its obligation under this Agreement will not violate the terms or provisions of any agreement, document or instrument to which CAWCD is a party or by which CAWCD is bound; and (iii) all proceedings required to be taken by or on behalf of CAWCD to authorize it to make, deliver and carry out the terms of this Agreement have been duly and properly taken.

ARTICLE 8
GENERAL PROVISIONS

8.1 Interpretation. This Agreement is governed by and must be construed and interpreted in accordance with and in reference to the laws of the State of Arizona and any applicable federal laws, without regard to its conflict of laws provisions. Any action to resolve any dispute regarding this Agreement shall be taken in a state court of competent jurisdiction located in Maricopa County, Arizona.

8.2 Third Party Rights. The Parties do not intend to create rights in or to grant remedies to any third party or others as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established thereunder.

8.3 Assignment. No Party may assign, delegate, or otherwise transfer this Agreement, in interest therein, or the Party's rights or obligations under this Agreement without the prior written consent of the other Party.

8.4 Amendments. This Agreement may be modified, amended or revoked only by the express written agreement of the Parties hereto.

8.5 Waiver. No delay in exercising any right or remedy shall constitute a waiver unless such right or remedy is waived in writing signed by the waiving Party. The waiver by either Party of a breach of any term, covenant, or condition in this Agreement shall not be deemed a waiver of any other term, covenant, or condition of this Agreement.

8.6 Severability. Any determination by any court of competent jurisdiction that any provision of this Agreement is invalid or unenforceable does not affect the validity or enforceability of any other provision of this Agreement; provided, however, that the remainder of this Agreement, absent the excised portion, can be reasonably interpreted to give effect to the intentions of the Parties.

8.7 Captions. All captions, titles, or headings in this Agreement are used for the purpose of reference and convenience only and do not limit, modify, or otherwise affect any of the provisions of this Agreement.

8.8 Notices. Except as otherwise required by law, any notice given in connection with this Agreement must be in writing and must be given by personal delivery, overnight delivery, facsimile, or United States certified or registered mail. Any such notice must be addressed to the appropriate Party at the following address (or at any other address as a Party may hereafter designate by written notice given as required by this paragraph):

CITY OF GOODYEAR:

City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: Water Resources Director

with a copy to: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Attorney

CITY OF GLENDALE:

City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Manager

with a copy to: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

CAWCD:

For delivery use:
c/o General Manager
23636 N. 7th Street
Phoenix, AZ 85024

For U.S. Mail use:
c/o General Manager
P.O Box 43020
Phoenix, AZ 85080-3020

Notice is deemed to have been given on the date on which notice is personally delivered, delivered to an overnight delivery service, transmitted by facsimile or mailed. Notice is deemed to have been received on the date on which the notice is actually received or delivery is refused

8.9 Additional Acts and Documentation. Each Party, upon the request of the other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

8.10 This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day and year first above written.

CENTRAL ARIZONA WATER CONSERVATION DISTRICT

Approved as to Form:

By: _____
Secretary

By: _____
President

CITY OF GOODYEAR

Approved as to Form:

By:_____

By:_____

CITY OF GLENDALE

By:_____

ATTEST:

_____
City Clerk, City of Glendale

EXHIBIT A

The Intergovernmental Agreement Between the City of Glendale, Arizona and the City of Goodyear, Arizona

On the following pages

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF GLENDALE, ARIZONA AND THE CITY OF GOODYEAR, ARIZONA

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and between the City of Glendale, an Arizona municipal corporation ("Glendale"), and the City of Goodyear, an Arizona municipal corporation ("Goodyear"), hereinafter referred to collectively as "the Parties", or individually as "Party". This Agreement shall become effective when the last Party signs and the Permit (defined below) is issued ("the Effective Date").

Recitals

A. Potable water in Arizona has long been an extraordinarily valuable resource and the Parties are cognizant of the severe drought affecting Arizona and the Colorado River watershed system from which Arizona also draws a portion of its water.

B. By agreement, the Parties desire to optimize water usage, increase efficiency in transporting water within the Phoenix Metro area, and more efficiently manage the costs of transporting and treating Colorado River water in the Glendale-Goodyear area.

C. The purpose of this Agreement is to memorialize in writing the arrangement between the Parties regarding the exchange of (1) one or more types of Glendale's Salt River Project (SRP) Association surface water, New Conservation Space water, Flood Control Space water, and recovered CAP long-term storage credits for an equal amount of (2) Goodyear's Central Arizona Project Municipal and Industrial water allocation (Goodyear's CAP water).

D. The Parties are authorized to enter into this Agreement by A.R.S. §11-952.

Agreement

The Parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated into this Agreement by this reference.

2. **The Exchange.** Beginning as soon after the Effective Date as the Permit (defined below) has been issued and such exchange water can be reasonably ordered from and delivered by both the Central Arizona Water Conservation District (CAWCD) and SRP in the same quantity by and to both Parties for the then-current calendar year. Additional details of the exchange are set forth in the attached Exhibits A and B.

    a. **Quantity to be Exchanged**. Subject to the annual delivery plan agreement of the parties for each year per the next subsection, for calendar years 2024 and 2025, the

exchanged amount will be up to 7,000 acre-feet of water per year. In the following years, the exchanged amount will be up to 8,500 acre-feet of water per year.

b. Annual Delivery Plan. Each year prior to placing water orders, the Parties will meet and confirm in writing to each other the amount of water each Party will order for delivery to the other Party each month in a calendar year, respectively. Nothing in this Agreement binds either Party to agree to exchange water in any quantity for a particular month or water year if there is a good faith reason for the Party to reduce or increase such amount. If extraordinary circumstances arise after the annual delivery plan is agreed upon, which includes: timing issues with approvals of the exchange volumes; shortage calls on the Colorado River beyond the control of the Parties; infrastructure problems; and other circumstances mutually agreed upon by the Parties that adversely impacts a Party's ability to meet its delivery commitments, the Parties will meet and confer to re-evaluate and renegotiate the annual delivery plan, and no liability shall attach to the Party who is unable to honor its annual delivery commitment because of such extraordinary circumstances or to the Party who is unwilling to increase the quantity of water for a particular month or water year in response to a request for such an increase.

c. Equal Exchange. The quantity of exchanged water will be equal each calendar year.

d. Goodyear's CAP Water. Goodyear will order Goodyear's CAP water through CAWCD, to be delivered to Glendale at the turnout for Glendale's Pyramid Peak Water Treatment Plant in accordance with the Parties' annual written delivery plan.

e. Glendale's Water. Glendale will order Glendale's water through SRP for delivery through the SRP canal system to the Goodyear Surface Water Treatment Facility intake. Glendale's water may consist of one or any combination of Glendale's SRP Association surface water, New Conservation Space water, and Flood Control Space water, and recovered CAP long-term storage credits, so long as such water is delivered to Goodyear in an annual quantity equal to the Goodyear CAP water ordered by Goodyear for delivery to Glendale.

f. Exchange Permit. The water exchange in this Agreement requires a permit under A.R.S. section 45-1041 *et seq*. ADWR's issuance of the permit is a condition precedent to the effectiveness of this Agreement. Glendale will submit an application for a general use water exchange permit to the ADWR. The permit application shall specify that Goodyear and Glendale will each be able to use the water exchanged in any manner authorized by law. Glendale shall pay all permit application and publication fees.

3. Water Costs. Goodyear will be responsible to timely pay all capital and operational and other costs due for Goodyear's CAP water pursuant to Goodyear's subcontract with CAWCD. Glendale will reimburse Goodyear for the SRP CSIF-costs for delivery of Glendale's water to Goodyear (the "Goodyear CSIF Costs"). Glendale will reimburse

Goodyear for the Goodyear CSIF Costs for the exchanged volume promptly. The Goodyear CSIF Costs are defined as those costs described in paragraph 13.1 and 13.2 of the CAP/SRP Interconnection Facility Lease and Water Transportation Agreement among Goodyear and SRP dated February 7, 2017, as amended and as such costs are adjusted annually, for the quantity of water taken by Goodyear pursuant to this exchange Agreement, plus 10% of the administrative fee per year as annually adjusted in paragraph 13.3.

4. **Term.** The term of this Agreement shall be ten (10) years, beginning with the calendar year 2024. This Agreement may be extended for additional calendar years by the mutual written agreement of the Parties starting January 1, 2034. This Agreement may be terminated earlier upon the mutual written consent of the Parties.

5. **Indemnification.** Each Party (as "indemnitor") agrees to indemnify, defend and hold harmless the other Party (as "indemnitee") from and against any and all claims, losses, liability, costs or other expenses including reasonable attorney's fees (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct or other fault of the indemnitor, its officers, officials, agents, employees or volunteers.

6. **Default, Breach, Remedies and Premature Termination.** If either Party fails to perform any of its obligations under this Agreement, such failure shall constitute a default. The non-defaulting Party shall give the defaulting Party written notice of the default. The defaulting Party shall have thirty (30) days after the receipt of such notice in which to cure the default, provided however, that if the default reasonably cannot be cured in thirty (30) days, then if the defaulting Party begins action to cure the default within thirty (30) days and expeditiously proceeds to complete such action, the time for curing the default shall be extended for the amount of time which is reasonably needed to cure the default. Failure to timely cure the default shall constitute a breach of this Agreement. In the event of a breach, the non-breaching Party may terminate this Agreement and obtain any remedy provided by law.

7. **Severability and Premature Termination.** If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that any provision of this Agreement is invalid, then the invalid provision shall be stricken from this Agreement, and the Parties shall negotiate in good faith using their best efforts to revise this Agreement so that the Party that benefitted by the invalid provision receives the benefit of its bargain. At the conclusion of such negotiations, the Party that benefitted by the invalid provision may elect to continue this Agreement in force, with or without additional modification, or may elect to terminate this Agreement.

8. **Premature Termination for Other Reasons.** Either Party may terminate this Agreement for the reasons stated in A.R.S. § 38-511. If a court of competent jurisdiction holds, or if the Attorney General of Arizona opines in a written opinion, that the duration of this

Agreement is unlawful, then the duration of this Agreement shall extend for the longest period of time which is permissible by law, at the end of which time this Agreement shall terminate; provided however, that prior to such termination the Parties shall use their best efforts in good faith to negotiate a lawful extension of this Agreement.

9. **Assignment and Delegation Prohibited.** Neither Party may assign any of its rights nor delegate any of its duties under this Agreement without the prior written consent of the other Party which may be withheld for any reason or for no reason.

10. **No Third-Party Beneficiaries.** Only the Parties may enforce this Agreement. The Parties do not intend through this Agreement to confer enforceable rights on any non-party and do not intend to create any third-party beneficiaries to this Agreement.

11. **Governing Law; Choice of Forum.** This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Arizona. Any action brought to interpret, enforce, or construe any provision of this Agreement shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa.

12. **Fair Interpretation.** The Parties have been represented by counsel in negotiation and drafting this Agreement, and this Agreement shall be construed to the fair meaning of its language. The rule of construction that ambiguities shall be resolved against the party who drafted a provision shall not be employed in interpreting this Agreement.

13. **Entire Agreement.** This Agreement, including the attached Exhibits, constitutes the complete, exclusive, and final expression of the Parties' intent, and as such, supersedes all previous communications, representations, or agreements, written or verbal with respect to its subject matter.

14. **Section Heading.** The section headings used herein are for reference only and shall not be used to construe, define, extend, or describe the scope or intent of this Agreement.

15. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all so executed shall constitute one agreement, binding on the Parties.

16. **Notice.** Except as otherwise required by law, all notices given pursuant to the terms of this Agreement shall be in writing and shall further be deemed received upon personal delivery or transmission via telecopy thereof or if mailed, five (5) business days after deposit in the United States mail, postage prepaid, certified or registered mail, return receipt requested, to the Parties at the addresses set out below, or at such other address as either Party may designate in writing:

If to Goodyear: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: Water Resources Director

with a copy to: City of Goodyear
1900 North Civic Square
Goodyear, Arizona 85395
Attn: City Attorney

If to Glendale: City of Glendale
7070 West Northern Avenue
Glendale, Arizona 85303
Attn: Water Resources Director

with a copy to: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attn: City Attorney

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set forth below.

CITY OF GLENDALE

By: _____
Mayor

Dated: _____

ATTESTED BY

_____
City Clerk

CITY OF GOODYEAR

By: _____
Mayor

Dated: _____

ATTESTED BY

_____
City Clerk

ATTORNEY CERTIFICATION

In accordance with A.R.S. § 1 l-952, the undersigned certify that the foregoing Amendment has been reviewed by the undersigned attorneys who have determined that the Agreement as amended is in proper form and is within the powers and authority granted to the public body represented by each attorney.

_____
Attorney for City of Goodyear

_____
Attorney for City of Glendale

Exhibit A

Exchange Details

Ordering Process:
Glendale will request the monthly and annual volume of the water exchange by notifying Goodyear's Water Resource Director before September 1st of the year preceding the year of the exchange. Glendale will deliver Glendale's written request to Goodyear, SRP, and CAWCD for approval. If approved or revised, the agreed amount of the exchange will be ordered by Goodyear for delivery to Glendale for the following year.

Changes may be made to the annual order if extraordinary circumstances arise. Extraordinary circumstances include: timing issues with approvals of the exchange volumes; shortage calls on the Colorado River beyond the control of the Parties; infrastructure problems; and other circumstances mutually agreed by the Parties.

No water orders were placed for calendar year 2024. If ADWR issues the Permit in 2024, then the Parties will confer with SRP and CAWCD to determine the amount of water that can be exchanged and mutually delivered in calendar year 2024.

Type of Water:
The type(s) of water and associated volumes (in acre-feet) will be listed on the order request in priority of use in the exchange. The type of water for the exchange can be adjusted during the year if agreed upon by the Parties. No unrecovered water held as long-term storage credits will be part of the exchange.

Availability of CAP and SRP Supplies for the Order:
During each year of exchange, if a Party becomes aware of a shortage in the Party's water available to complete the exchange, the Party will promptly notify the other Party, and the Parties will modify the exchange orders to reflect the unforeseen circumstances. It is mutually understood by the Parties that the quantity of CAP water is subject to shortage declarations outside Goodyear's control.

Exhibit B

Exchange Cost Estimates

Estimated Costs

Goodyear will pay all costs assessed for delivery of the Goodyear CAP water by CAWCD.

Glendale will pay all costs of the recovery and delivery of Glendale's water to Goodyear. Glendale will reimburse Goodyear for the cost of SRP CSIF charges paid by Goodyear for the volume of exchanged water given by Goodyear to Glendale (defined in the Agreement as the "Goodyear CSIF Costs"). Estimated total costs are listed in the table below:

	Exchange Volume (acre-feet)	**Estimated Cost to Glendale[1]**	**Estimated Total Cost to Glendale[2] (2024)**
2024	7,000	$112,700	$113,013
2025	7,000	$116,306	$116,629
2026	8,500	$145,749	$146,082
2027	8,500	$150,413	$150,757
2028	8,500	$155,226	$155,581
2029	8,500	$165,319	$165,685
2030	8,500	$170,609	$170,987
2031	8,500	$176,069	$176,459
2032	8,500	$181,703	$182,105
2033	8,500	$187,518	$187,947

[1] – Calculated by multiplying Goodyear's CSIF per acre-foot use fee (2024) of $16.10 by the maximum exchanged volume per year. After 2024 there is an added estimated annual inflationary increase of 3.2%.

[2] – Includes 10% of Goodyear's CSIF Administrative Fee per year. As of 2024, the CSIF Administrative Fee is $3,127.91 and after 2024, the fee will be adjusted by an annual inflationary increase of 3.2%.

All permitting and associated fees for the exchange permit application and additional costs of the exchange shall be the responsibility of Glendale.

Invoices

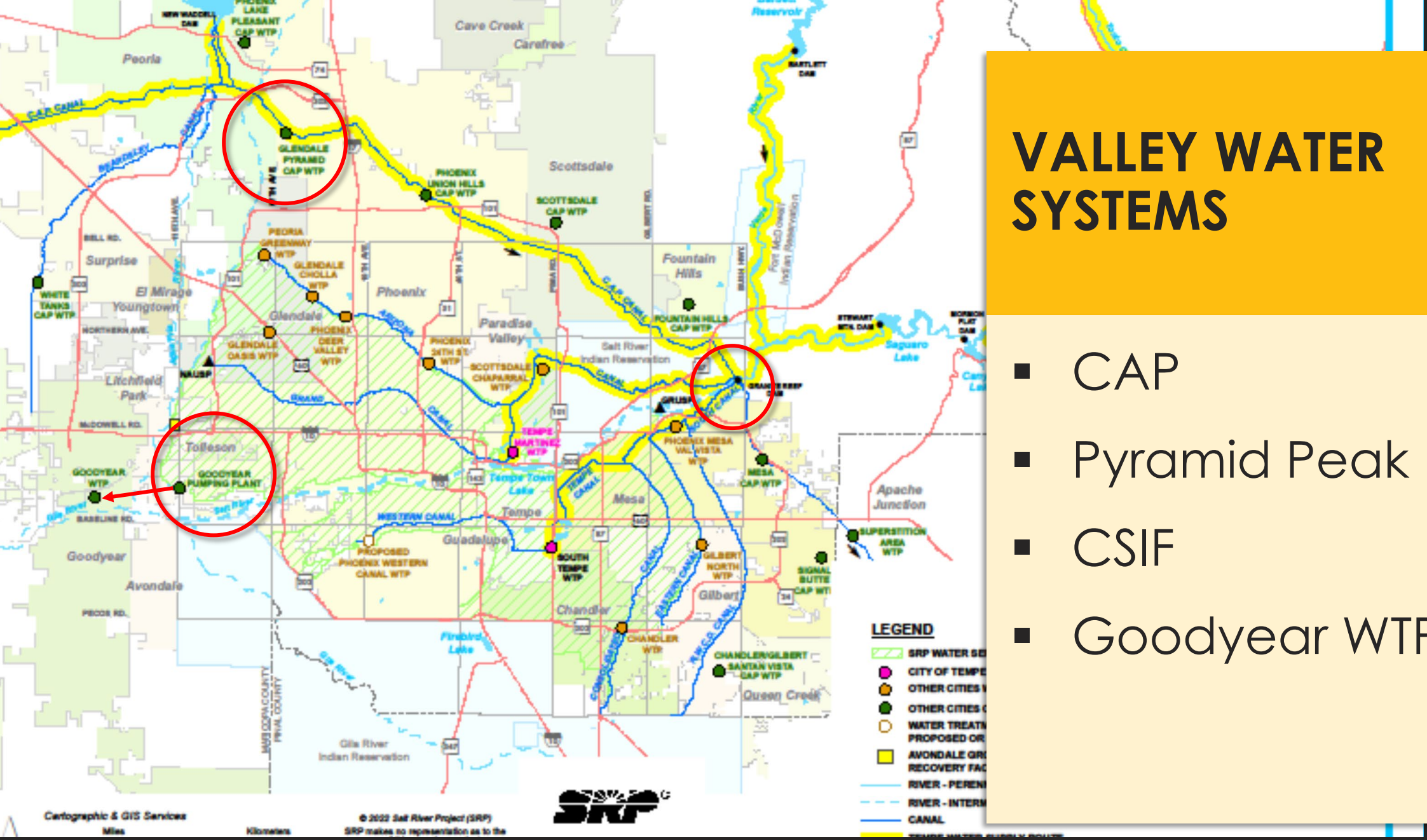
Goodyear will invoice Glendale by January 30th for the Goodyear CSIF costs incurred for the exchanged water in the preceding year.

Glendale will pay the invoice sent by Goodyear 30 days after receipt of invoice.

It's a Great time to be in Goodyear.

IGA WITH THE CITY OF GLENDALE





VALLEY WATER SYSTEMS

- CAP
- Pyramid Peak
- CSIF
- Goodyear WTP

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) between the cities of Glendale and Goodyear, providing for water exchanges, and authorizing the City Manager to execute the CAWCD Exchange Implementation Agreement.

It's a Great time to be in Goodyear.

THANK YOU



ITEM #: 19.
DATE: 08/26/2024
AI #:2217

CITY COUNCIL ACTION REPORT

SUBJECT: SUPPORT FOR INCLUSION OF NEW SUB-ZERO FACILITY AS A FOREIGN TRADE ZONE USER DRIVEN SITE

STAFF PRESENTER(S): Darah Mann, Economic Development Deputy Director

SUMMARY

Sub-Zero is expanding its manufacturing and distribution operations within Goodyear, and is seeking Council's support for Foreign Trade Zone status at its new location.

STRATEGIC PLAN ALIGNMENT



RECOMMENDATION

ADOPT RESOLUTION NO. 2024-2421 COMMITTING SUPPORT FOR THE FUTURE APPLICATION FOR THE ACTIVATION AND INCLUSION WITHIN THE BOUNDARIES OF THE FTZ NO. 277 WESTERN MARICOPA COUNTY, OF CERTAIN PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CAMELBACK ROAD AND COTTON LANE AS A SINGLE-USER, USER DRIVEN FOREIGN TRADE ZONE SITE FOR THE OPERATION OF A MANUFACTURING FACILITY BY SUB-ZERO GROUP INC. SUBJECT TO CONDITIONS; PROVIDING AUTHORITY AND DIRECTION; AND PROVIDING FOR AN EFFECTIVE DATE. (Robert Ito, Business Development Manager)

FISCAL IMPACT

An activated Foreign Trade Zone (FTZ) site provides a property tax benefit to qualified companies, reducing the real and personal property tax assessment ratio from 16.5% to 5%. Property tax savings to companies are only realized after they are activated FTZ sites, and after the company has made significant investments, increasing the property tax base of the property. The reduction in property taxes will only apply if Sub-Zero meets the requirements for a high-wage manufacturer as set forth in the Foreign Trade Zone Policy of the City of Goodyear dated August 28, 2023, adopted by Resolution 2023-2339 (the "2023 Goodyear FTZ Policy"). If Sub-Zero fails to meet the requirements for a high wage manufacturer, Sub-Zero will make payments so that the taxing jurisdictions receive 16.5% of the assessed valuation.

BACKGROUND AND PREVIOUS ACTIONS

In 2011, Sub-Zero opened its initial 440,000 square foot facility at its Goodyear facility at 4295 No. Cotton Lane.

02/17/11 – Council approved a PILOT (Payment In Lieu of Tax) Agreement, which was needed to support the activation of this site. The PILOT Agreement outlined an annual payment in the amount of the difference between the tax rates, which the city would distribute to the various taxing jurisdictions. The FTZ Board approved the activation of this site, which resulted in the reclassification of the existing tax rate to a lower, class 6 rate.

05/22/12 – Council approved a First Amendment to the PILOT Agreement, amending the amount of the PILOT fee following a successful challenge to the 2010 Maricopa County Assessor, resulting in a revised assessed value.

06/11/15 – Council approved a Second Amendment to the PILOT Agreement, amending the amount of the PILOT fee following a successful challenge to the 2011 Maricopa County Assessor, resulting in a revised assessed value.

STAFF ANALYSIS

Sub-Zero opened their initial, 440,000 SF Goodyear facility in 2011 and expanded in 2015 at 4295 N. Cotton Lane (N of NEC Cotton Lane and Indian School Road). Sub-Zero invested $68 million in capital expenditures, relocated 288 employees to the initial facility, and hired 100 net-new employees. The initial facility was expanded by 240,000 square feet in 2015. Sub-Zero invested $34 million in capital expenditures in the expansion and hired an additional 100 employees. The initial site is located in a magnet site within FTZ No. 277 (The Greater Maricopa Foreign Trade Zone), and eventually became an activated site within this magnet site. At the time of activation, Sub-Zero entered into a Payment in Lieu of Taxes Agreement that was consistent with the city's policy in effect at the time.

After a national site selection evaluation, Sub-Zero determined Goodyear was the best place for the development of a second facility. Sub-Zero purchased the land and has been constructing a 599,700 square foot manufacturing facility at 17255 W. Camelback Road, which is located at the southwest corner of Camelback Road and Cotton Lane. This expansion brings an estimated $117.8 million investment in land, construction, and equipment to Goodyear, and is expected to result in the creation of 143 new jobs by its fifth year of operations, with an average wage of $52,000. The city commissioned Applied Economics to conduct an economic and fiscal impact analysis of Sub-Zero's second facility expansion. Applied Economics estimates the direct tax benefit to the city of Goodyear from the construction sales tax, permit and impact fees, personal property tax, and real property tax generated by Sub-Zero's Goodyear operations during the first ten years of operation will be approximately $5.6 million. Additionally, Applied Economics estimates a direct, indirect, and induced economic impact of $594 million over the next ten years.

The proposed resolution provides support for the inclusion and activation of this second facility to be included as a user-driven with FTZ No. 277. This support is conditioned upon Sub-Zero and the Grantee of FTZ No. 277 Western Maricopa Greater Maricopa Foreign Trade Zone executing the Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (Pilot Fee)) attached to the Resolution. Under the terms of this agreement, Sub-Zero will pay the difference between the taxes that would have been collected at the 16.5% non-FTZ classification and the taxes collected at the 5% FTZ classification if Sub-Zero's operations at

the new location do not meet the requirements for a high-wage manufacturer as set forth in the 2023 Goodyear FTZ Policy.

Support for the inclusion of the second facility as a user drive is consistent with the 2023 Goodyear tax policy, which provides support the use of FTZ status as a tool for attracting high-wage manufacturing jobs to the city. As supported by the independent economic analysis, Sub-Zero's development of a second facility within Goodyear, with its resulting capital investment and job creation, will provide a significant public benefit to the city and its citizens. Sub-Zero's operations at the Goodyear facilities will have significant economic impact on the city, including but not limited to: the quantity and quality of the jobs resulting from Sub-Zero's operations; tax revenues generated by Sub-Zero's operations, its employees, vendors, and service providers; increased economic activity, or multiplier effect, associated with its expanded operations; the qualitative value of having a high-profile, well respected national company expand within Goodyear; and finally, the catalytic effect it will have on further development within the city, which will generate additional jobs and revenue within the City.

For the foregoing reasons, staff supports the adoption of Resolution 2024-2421 committing to support the future application for Sub-Zero's second facility to be included and activated as a Foreign Trade Zone user-driven site.

Attachments

Resolution w/exhibit

Presentation

RESOLUTION NO. 2024-2421

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, COMMITTING SUPPORT FOR THE FUTURE APPLICATION FOR THE ACTIVATION AND INCLUSION WITHIN THE BOUNDARIES OF THE FTZ NO. 277 WESTERN MARICOPA COUNTY, OF CERTAIN PROPERTY GENERALLY LOCATED AT THE SOUTHWEST CORNER OF CAMELBACK ROAD AND COTTON LANE AS A SINGLE-USER, USER DRIVEN FOREIGN TRADE ZONE SITE FOR THE OPERATION OF A MANUFACTURING FACILITY BY SUB-ZERO GROUP INC. SUBJECT TO CONDITIONS; PROVIDING AUTHORITY AND DIRECTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS Sub-Zero Group, Inc. is continuing its commitment to the City of Goodyear through the development of another manufacturing facility it will operate on approximately 32 acres generally located at the southwest corner of Camelback Road and Cotton Lane that it will operate (the “Sub-Zero Facility”); and

WHEREAS, the development of the Sub-Zero Facility will require substantial capital expenditures and when operational, will create a substantial number of higher-wage manufacturing jobs within the City of Goodyear; and

WHEREAS, the development and subsequent operation of the Sub-Zero Facility within the City of Goodyear will result in significant benefits to the City that include, among others, taxes collected for capital expenditures for the development of the Sub-Zero Facility, the creation of higher-wage manufacturing jobs within the City, and the benefits to local restaurants and businesses that accrue from having a local employment base that can frequent their establishments during the day; and

WHEREAS, the City of Goodyear has supported the inclusion of private property within the boundaries of the FTZ No. 277 Western Maricopa County and the activation of those sites as a means of attracting desired businesses to the City of Goodyear; and

WHEREAS, because of the benefits that will accrue from the development and operation of the Sub-Zero Facility in the City of Goodyear, the Mayor and Council of the City of Goodyear find that it is in the best interests of the City of Goodyear and its residents to commit to the approval of an application for the activation and inclusion within the boundaries of FTZ No. 277 Western Maricopa County, the property described in Exhibit 1 attached hereto as a single-user driven foreign trade zone site for the operation of a manufacturing facility operated by Sub-Zero Group, Inc. subject to satisfaction of the terms and conditions set forth herein.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby agree to and support an application for the activation and inclusion within the boundaries of FTZ No. 277 Western Maricopa County, the property described in Exhibit 1 attached hereto as a single-user driven foreign trade zone site for the operation of a manufacturing facility operated by Sub-Zero Group, Inc. (the “FTZ Application”) subject to satisfaction of all of the following conditions:

a) A Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT FEE)) in the form attached hereto as Exhibit 2 has been fully executed

by the parties and attested to by the Greater Maricopa Foreign Trade Zone, Inc., the Grantee of FTZ No. 277 Western Maricopa County, when the FTZ Application requesting concurrence from the Grantee as required under 19 CFR Part 146 is submitted; and

b) The FTZ Application is submitted to the Grantee within five years of the date this Resolution is approved.

SECTION 2. Subject to the satisfaction of all the conditions set forth in Section 1 of this Resolution, the City Manager is hereby authorized and directed to approve and execute all documents necessary to support an application for the activation and inclusion of the Sub-Zero Facility within FTZ No. 277 Western Maricopa County.

SECTION 3. The City Manager or his/her designee is hereby authorized and directed to take any and all actions and to execute all documents necessary to carry out the intent of this Resolution, the Foreign Trade Zone Policies adopted by the Mayor and Council of the City of Goodyear, and the Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT FEE)), that is to be executed pursuant to the terms of this Resolution.

SECTION 4. This Resolution shall be effective upon its passage and adoption by the Mayor and Council of the City of Goodyear.

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

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT ‘1’

(LEGAL DESCRIPTION – THE PROPERTY)

Lot 1 of the Final Plat of Camelback 303 recorded in the official records of Maricopa County, Arizona Recorder at Book 1732 page 40.

EXHIBIT ‘2’

Sub-Zero Group, Inc. Foreign Trade Zone Agreement
(Payment in Lieu of Tax Fee (PILOT FEE))

On the following pages

FOREIGN TRADE ZONE AGREEMENT
(PAYMENT IN LIEU OF TAX FEE (PILOT FEE))

This Foreign Trade Zone Agreement (Payment in Lieu of Tax Fee (PILOT Fee)) (the "Agreement") is made by and between Sub-Zero Group, Inc., a Wisconsin corporation ("Operator"), and the City of Goodyear, an Arizona municipal corporation ("City"). Operator and the City are sometimes referred to collectively as the Parties and individually as a Party.

R E C I T A L S

A. Operator leases or will lease certain real property located within the boundaries of the City of Goodyear, as more particularly described in Exhibit A attached hereto (the "Property"), and seeks to have the Property included within the boundaries of the FTZ No. 277 Western Maricopa County (the "GMFTZ") and activated under applicable federal and Arizona state laws.

B. Operator will operate a manufacturing facility on the Property, which is zoned I-1 (Light Industrial), and which is a permitted use in the I-1 (Light Industrial) zoning district.

C. The City's support for the inclusion of property within the GMFTZ is a requirement of Greater Maricopa Foreign Trade Zone, Inc., the Grantee of the GMFTZ ("Grantee").

D. The City is willing to cooperate with Operator in having the Property included in the GMFTZ as a "User Driven Site," as that term is defined in the Foreign Trade Zone Policy of the City of Goodyear dated August 28, 2023 adopted by Resolution 2023-2339 ("2023 Goodyear FTZ Policy).

E. The City will support the reclassification of the Property to the classification applicable to property within an activated Foreign Trade Zone site or subzone ("FTZ Property Tax Classification") for any operator qualified to be an "activating operator" under the Federal guidelines of 19 CFR Part 146, administered by U.S. Customs and Border Protection (CBP) ("Qualified Activated FTZ Operator") subject to the Operator's compliance with Arizona's statutory requirements for property located within a foreign trade zone and subject to the terms set forth in this Agreement

F. The FTZ Property Tax Classification applies only while the Operator is conducting operations within the Property, while the Property is included within the boundaries of the GMFTZ as a User Driven Site as described in the 2023 Goodyear FTZ Policy, while the Property is Activated as described in the 2023 Goodyear FTZ Policy, and while Operator's operations meet the requirements for an activated FTZ activated operator (a "Qualified Activated FTZ Operator"). In all other cases, the statutory property tax classification otherwise applicable applies to the Property (or portion thereof) operated by anyone other than Operator.

THEREFORE, the parties agree to the following terms and conditions:

1. INCORPORATION OF RECITALS. The foregoing Recitals are incorporated herein as though fully set forth.

2. EFFECTIVE DATE. This Agreement shall become effective upon the later of the following: (a) the date the Agreement is fully executed by the City and Operator or (b) the date Operator acquires its interest in the Property.

3. TERMINATION. This Agreement shall terminate if any of the following occurs: (i) the Property loses its status as a User Driven Site; or (ii) Operator is no longer a Qualified

Activated FTZ Operator with respect to the Property; or (iii) Operator ceases its operations on the Property or its operations change so that it no longer meets the requirements for a Qualified Activated FTZ Operator; or (iv) Operator's lease on the Property expires or is terminated, and Operator has not purchased the Property or entered into a new lease, or (v) the City terminates this Agreement because Operator fails to comply with the requirements in this Agreement. Grantee shall deactivate the Property if this Agreement is terminated.

4. RELEASE. Operator shall and hereby does release and forever discharge and hold the City and Grantee harmless from any and all Customs, Grantee and/or FTZ Board-related fees, penalties, liquidated damages, 592 penalty actions, fines, bond losses, or other Federal actions that may be imposed by a third party on Operator, the City, or the Grantee because of regulatory infractions that may result from or arise out of the deactivation of the Property due to Owner's default or a required termination under this Agreement. Notwithstanding the termination of this Agreement, and regardless of when such property taxes are billed, Operator shall remain responsible for the payment of the PILOT fee for each tax year (or portion thereof) Operator leased the Property during which the classification applicable to property located within an approved and activated Foreign Tax Zone was applied to the Property.

5. CITY OBLIGATIONS. Provided an application for the Activation of the Property as a User Driven Site, as those terms are defined in the 2023 Goodyear FTZ Policy, is submitted to the Grantee within five (5) years of the date Resolution 2024-2421 was approved by the Council of the City of Goodyear, and subject to Operator's compliance with the terms and conditions set forth in Resolution 2024-2421, the 2023 Goodyear FTZ Policy and this Agreement, the City agrees as follows:

a. SUPPORT FOR USER DRIVEN SITE. City agrees to cooperate with Operator in having the Property included in the GMFTZ as a "User Driven Site" as that term is defined in the 2023 Goodyear FTZ Policy and in having the Property "activated" provided Operator complies with the 2023 Goodyear FTZ Policy.

b. SUPPORT FOR RECLASSIFICATION. City agrees to support the reclassification of the property taxes applicable to the Property to the FTZ Property Tax Classification, for a Qualified Activated FTZ Operator subject to Operator's compliance with Arizona's statutory requirements for FTZ Property Tax Classification.

6. PILOT FEE. Subject to the terms and conditions herein and except as otherwise provided in section 7 below, Operator agrees to pay the City an annual PILOT Fee if the Property has been reclassified pursuant to A.R.S. § 42-12006 (2), as Class 6 property applicable to real and personal property located within a foreign trade zone or subzone that has been Activated for foreign trade zone use by the Bureau of Customs and Border Protection ("CBP") and the Property is taxed as real and personal property located within a foreign trade zone or subzone. The PILOT Fee shall be calculated as set forth in Section 9 below.

7. PILOT FEE EXEMPTION. No annual PILOT Fee shall be owed if Operator qualifies as a Qualified High Wage Manufacturer Employer, as that term is defined in the 2023 Goodyear FTZ Policy. To qualify for this exemption, Operator shall satisfy all of the following requirements:

a. The Property is located within property zoned I-1 (Light Industrial), or is located within a zoning district other than I-1 but the actual use of the Property (the operation of a manufacturing facility) is a permitted use under the Property's zoning; and

b. Operator provides documentation demonstrating a capital expenditure of at least $25,000,000 in development and equipping of the manufacturing facility; and

c. Operator continuously employed at least 100 Full-Time Employees at the manufacturing facility during the year the property taxes were assessed. For purposes of this Agreement, the term "Full Time Employee" means permanent employee whose normal work week would result in the employee working a minimum of 1,750 hours per year; and

d. At least 51% of the Full-Time Employees were paid at least 125% of the median annual wage computed annually by the Arizona Department of Commerce during the year the property taxes were assessed; and

e. All Full Time Employees were offered health insurance for which Operator paid at least 65% of the premium or membership costs of such insurance during the year the property taxes were assessed.

8. OPERATOR SUBMITTAL REQUIREMENTS. By January 31st of each year, Operator shall submit the following to the City:

a. Annual property tax statement for the Property issued by the Maricopa County Treasurer's Office for the prior year, which statements are generally mailed in September of the prior year; and

b. If Operator is claiming it is exempt from paying an annual PILOT Fee because it is a Qualified High Wage Manufacturer Employer as that term is defined in the 2023 Goodyear FTZ Policy, Operator shall provide documentation reasonably satisfactory to the City that demonstrates that during the calendar year for which the property taxes are assessed,

Operator has satisfied all of the requirements for the exemption to apply, as set forth above in Section 7 and all subsections thereof; and

c. All separate agreements Operator has with local taxing jurisdictions regarding payments of fees.

9. ANNUAL PILOT FEE. If Operator fails to demonstrate it is exempt from paying a PILOT Fee pursuant to the terms set forth above in Section 7 and all subsections thereof in a given tax year, Operator shall pay the City a PILOT Fee.

a. CALCULATION OF PILOT FEE. The City shall calculate the PILOT Fee that is owed for the calendar year for which the property taxes are assessed as follows:

i. First, the difference between the real and personal property taxes that would have been owed had property not be classified as property within the boundaries of the GMFTZ and the amount billed for the real and personal property taxes. If Operator has a separate agreement with any of the taxing jurisdictions and Operator provides the City a copy of such agreement, the foregoing calculation shall be modified to exclude the taxes for such taxing jurisdiction. This amount is the annual PILOT Fee that will be owed if Operator fails to satisfy all of the requirements for the PILOT Fee exemption to apply as set forth above in Section 7 and all subsections therein during the entire calendar year for which the taxes were assessed.

ii. Second, if Operator satisfied all of the requirements for the PILOT Fee exemption to apply as set forth above in Section 7 and all subsections thereof during a portion of the calendar year for which the real and personal property taxes are assessed, the amount calculated above shall be adjusted so that the PILOT Fee applies only during the period of non-compliance. For example, if Operator satisfied the requirements for the PILOT Fee

exemption for 4 months, the amount calculated above would be adjusted to reflect an 8-month period of non-compliance (i.e. the amount of the PILOT Fee owed would be calculated by multiplying the amount calculated above by 8/12 or 2/3). Non-compliance exists for any month in which the requirements for the PILOT Fee exemption were not satisfied for the entire month.

b. BILLING AND PAYMENT. The City shall bill Operator for any PILOT Fee owed, and Operator shall pay the PILOT Fee within thirty (30) days of the date the PILOT Fee is invoiced. The billings for any PILOT Fee owed shall be mailed by first class mail to the addresses for Operator set forth in Section 19 below.

c. DISTRIBUTION. Within 60 days of receipt of payment of the PILOT Fee, the City shall distribute the appropriate portion of the PILOT Fee collected to the taxing jurisdictions, as applicable.

10. DEFAULT EVENTS OF NON-PERFORMANCE BY OPERATOR. An "Event of Non-Performance" or "Non-Performance" by Operator under this Agreement shall mean one or more of the following: Operator fails to comply with the 2023 Goodyear FTZ Policy or to pay any PILOT Fee owed under the terms of this Agreement. Upon the occurrence of an Event of Non-Performance by Operator, Operator shall, upon written notice from the City, cure or remedy such Non-Performance within thirty (30) days of the date of the City's written notice. Whenever any Event of Non-Performance occurs and is not timely cured by Operator, the City may take any of one or more of the following actions:

a. the City may require Grantee to remove the Property from the boundaries of the GMFTZ; and/or

b. the City may require Grantee to deactivate the Property as an Activated foreign trade zone site; and/or

c. Seek, through court action, the recovery of any accrued but unpaid PILOT Fee; provided, however, that in no event shall Operator be liable for consequential, special, exemplary, punitive, treble, or other multiple damages as a result of an Event of Non-Performance described in this Section 10.

11. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understanding of the Parties, oral or written, are hereby superseded and merged herein. The Parties expressly acknowledge that there are no other agreements or understandings in regard to this transaction other than as set forth herein.

12. AMENDMENT OF THE AGREEMENT. This Agreement may be amended or canceled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

13. GOVERNING LAW. This Agreement shall be construed according to the laws of the State of Arizona applicable to contracts made and to be performed in Arizona. Exclusive jurisdiction and venue for any dispute hereunder shall be in Maricopa County, Arizona.

14. REPRESENTATION OF COUNSEL. The City and Operator acknowledge that they were each represented by legal counsel in connection with the drafting of this Agreement, that each of them and their respective counsel reviewed and revised this Agreement, that each of them and their respective counsel have independently reached their own conclusions as to the enforceability of this Agreement, that any rule of construction to the effect that ambiguities are to

be resolved against the drafting Party shall not be employed in the interpretation of this Agreement, and that the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.

15. WAIVER. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same, or of any other provision of this Agreement.

16. NO THIRD-PARTY BENEFICIARIES. This Agreement is made and entered into for the sole protection and benefit of the Parties and their respective successors and assigns. No person other than the Parties and their respective successors and assigns has any right of action based upon any provision of this Agreement.

17. ATTORNEYS' FEES AND COSTS. If either Party brings a legal action, either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reimbursement of its reasonable attorneys' fees and court costs.

18. AUTHORITY. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Operator represents and warrants that it is duly formed and validly existing under the laws of the State of Wisconsin and that it is duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Operator and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the Party on whose behalf each individual is signing.

19. NOTICES. All notices and communications provided for herein, or given in connection with this Agreement, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

The City:	City of Goodyear Attn: City Manager 1900 N. Civic Square Goodyear, Arizona 85395 And City of Goodyear Attn: City Attorney 1900 N. Civic Square Goodyear, Arizona 85395
Operator	Sub-Zero Group, Inc. Attn: Senior Vice President - Operations P.O. Box 44130 Madison, Wisconsin 53744 And Sub-Zero Group, Inc. Attn: Plant Manager 4295 North Cotton Lane Goodyear, Arizona 85395 And Sub-Zero Group, Inc. Attn: General Counsel P.O. Box 44130 Madison, Wisconsin 53744

Notice of address may be changed by either Party by giving notice to the other Party in writing of a change of address. Such change will be deemed to be effective five days after date the written notice of change of address is personally delivered to the other Party or as of the seventh

business day after mailing the written notice of change of address to the other Party by certified United States Postal Service mail, return receipt requested, postage prepaid.

20. COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one agreement, binding on the Parties. Further, this Agreement may be executed and delivered by electronic transmission. A manually signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement provided however, Operator shall deliver an original to the City to be maintained by the City Clerk for the City of Goodyear.

IN WITNESS WHEREOF, and agreeing to be bound by the terms of this Agreement, the Parties have caused this Agreement to be executed by their duly appointed representatives.

CITY OF GOODYEAR, an Arizona municipal corporation	**OPERATOR: SUB-ZERO GROUP, INC., a Wisconsin Corporation**
By:_____	By:_____
Name: Wynette Reed	Name:_____
Title: City Manager	Title:_____
_____	_____
Date	Date
APPROVED AS TO FORM:	ATTEST:
_____	_____
City Attorney for City of Goodyear	City Clerk for City of Goodyear

ATTEST:
GRANTEE OF FTZ NO. 277 WESTERN MARICOPA
GREATER MARICOPA FOREIGN TRADE ZONE, INC.

By:_____

Name:_____

Title:_____

_____
Date

EXHIBIT A
(Legal Description – the Property)

Lot 1, Camelback 303, according to Book 1732 of Maps, page 40, records of Maricopa County, Arizona.

It's a Great time to be in Goodyear.

SUB-ZERO

FOREIGN TRADE ZONE SUPPORT





SUB-ZERO FOREIGN TRADE ZONE SUPPORT

BACKGROUND

2010

440K	$68M	388
SF	INVEST	JOBS

2015

248K	$34M	100
SF	INVEST	JOBS

SUB-ZERO FOREIGN TRADE ZONE SUPPORT

EXPANSION

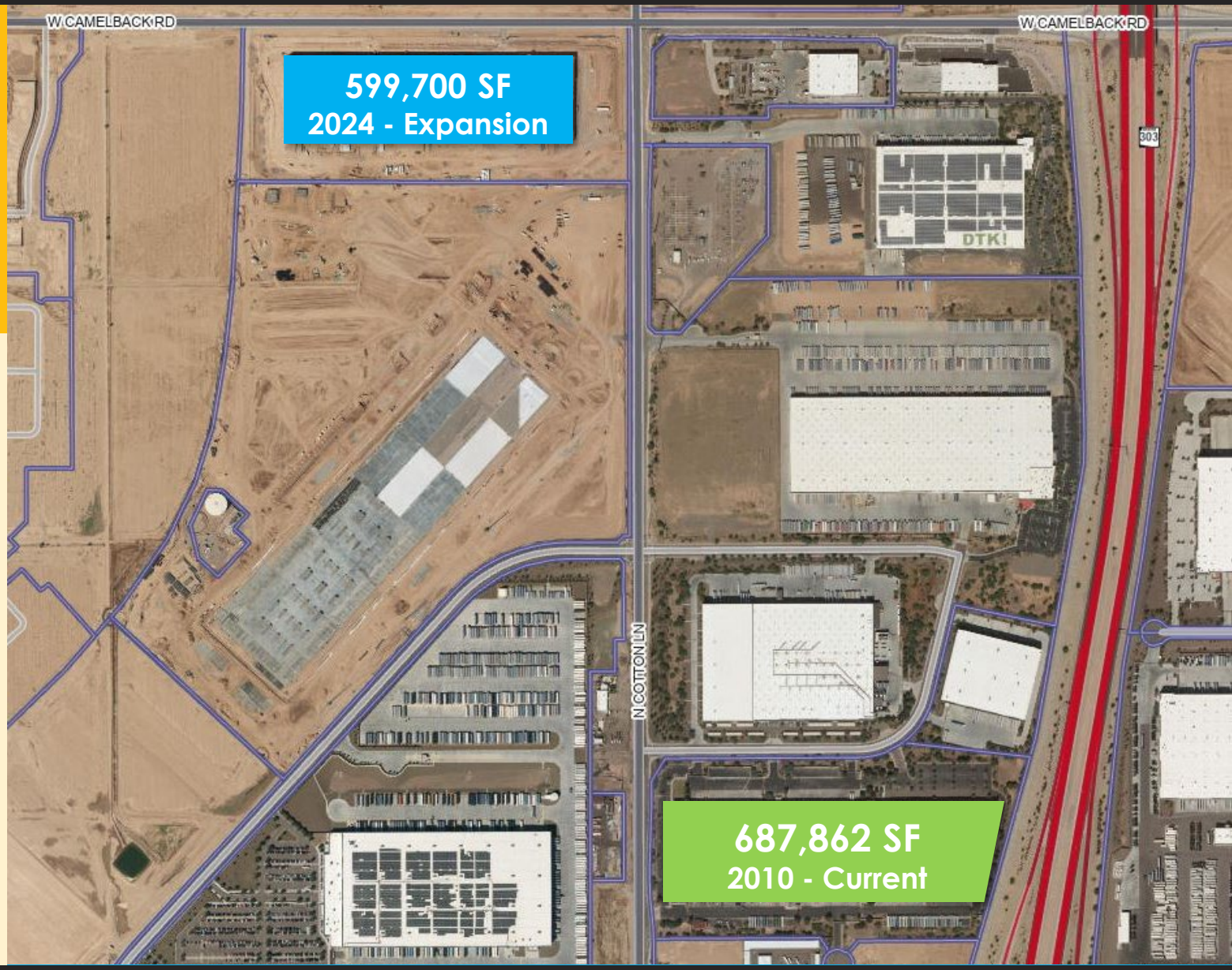
2024

599.7K	$118M	143
SF	INVEST	JOBS

Economic Impact Analysis

10-Yr Operations **$594M**

10-Yr Tax Revenue **$5.6M**





SUB-ZERO FOREIGN TRADE ZONE SUPPORT

TOTAL

1.3M
SF

$220M
INVESTMENT

834
JOBS



2024 EXPANSION

599.7K	$118M	143
SF	INVEST	JOBS

SUB-ZERO FOREIGN TRADE ZONE SUPPORT

AGREEMENT PROVISIONS

1. **Zoning**
2. **$25M Investment**
3. **100 Full Time Equivalent**
4. **51% FTE Paid at Least 125% Median Wage**
5. **65% Healthcare Paid**

PILOT: Payment In Lieu of Tax

SUB-ZERO FOREIGN TRADE ZONE SUPPORT



RECOMMENDATION

It is staff's recommendation to support the inclusion of Sub-Zero's new facility as a Foreign Trade Zone User-Driven site.

