City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, January 26, 2026
5:00 p.m.

Physical access to the meeting location
will be available 30 minutes prior to the meeting.

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

Councilmember
Wally Campbell

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry

PUBLIC 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. 2025-2441.

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, January 26, 2026	5:00 p.m.	Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. **RECOGNITION OF OFFICER MICHAEL GUILBAULT'S 20 YEARS OF SERVICE WITH THE GOODYEAR POLICE DEPARTMENT**

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

2. **APPROVAL OF MINUTES**

   RECOMMENDATION

   Approve the December 8, 2025 and December 15, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR KURA REVOLVING SUSHI BAR**

   RECOMMENDATION

   Recommend approval of Application No. 369178 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Kura Revolving Sushi Bar located at 1670 N. Bullard Ave. #100, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

4. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CUTTING EDGE AT HOLIDAY INN**

   RECOMMENDATION

   Recommend approval of Application No. 368696 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Cutting Edge at Holiday Inn located at 1188 N. Dysart Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

5. **APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION

Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (Ryan Bittle, Finance Manager)

6. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR RIGHT-OF-WAY ASSISTANCE FOR ROADWAY IMPROVEMENTS ON SARIVAL AVENUE (CIP PROJECT #42048)**

RECOMMENDATION

Approve the IGA with Maricopa County for right-of-way assistance for roadway improvements on Sarival Avenue (CIP Project #42048), and providing authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Logan Hopp, Deputy Director of Engineering)

7. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WEST VALLEY AGENCIES FOR USE OF FIRE APPARATUS**

RECOMMENDATION

Approve the IGA between West Valley Agencies, providing authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Tim Wayne, Interim Fire Chief)

8. **RESOLUTION ADOPTING A 2026 STATE AND FEDERAL LEGISLATIVE AGENDA**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2500 ADOPTING A 2026 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR DESIGNEE TO TAKE ACTION. (Edwin Hernandez-Vargas, Chief Government Affairs Officer)

9. **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH LIGHT SOURCE COMMUNICATIONS, LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2501 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIGHT SOURCE COMMUNICATIONS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Phillip Cochran, Assistant City Attorney)

10. **RESOLUTION DESIGNATING THE FY2025 CHIEF FISCAL OFFICER FOR EXPENDITURE LIMITATION REPORTING**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2502 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Mayette Bailey, Interim Deputy Director of Finance)

PUBLIC HEARINGS

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

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

11. **APPROVAL OF NEW CLASS A BINGO LICENSE**

RECOMMENDATION

Recommend approval to Arizona Department of Revenue (ADOR) for a Class A bingo license, submitted by Coreen Milietto, President of PebbleCreek Tuesday Bingo, for bingo games held at 3657 Clubhouse Drive, Goodyear, AZ 85395. (Viviana Monge, Deputy City Clerk)

12. **RESOLUTION APPROVING RIO 1900 MINOR GENERAL PLAN AMENDMENT**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2503, APPROVING A MINOR AMENDMENT TO THE CITY OF GOODYEAR GENERAL PLAN 2035 TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 31 ACRES GENERALLY LOCATED SOUTH OF THE GILA RIVER WEST OF COTTON LANE AND CURRENTLY ADJACENT TO ASSESSOR'S PARCEL NUMBER 400-03-002C AND SOUTH OF ASSESSOR'S PARCEL NUMBER 502-59-007A FROM OPEN SPACE TO NEIGHBORHOODS. (Ann Dolmage, Principal Planner)

13. **ORDINANCE CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1643 CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES OF LAND GENERALLY EXTENDING FROM ESTRELLA PARKWAY TO APPROXIMATELY THE ALIGNMENT OF 187TH AVENUE, AND FROM THE GILA RIVER TO THE ESTRELLA RESIDENTIAL COMMUNITY, FROM THE KING RANCH PLANNED AREA DEVELOPMENT (PAD) TO THE RIO 1900 PLANNED AREA DEVELOPMENT (PAD); AMENDING THE ZONING MAP OF GOODYEAR. (Ann Dolmage, Principal Planner)

14. **ORDINANCE CONDITIONALLY REZONING APPROXIMATELY 66.6 ACRES (PROPERTY) LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1ST AMENDED PLANNED AREA DEVELOPMENT**

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1644, CONDITIONALLY REZONING APPROXIMATELY 66.6 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD FROM GOODYEAR CELEBRATION PLAZA PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1ST AMENDED PLANNED AREA DEVELOPMENT (DATED DECEMBER 2025); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR. (Justin Gabrielson, Senior Planner)

BUSINESS

15. **RESOLUTION ACCEPTING THE COMPENSATION FOR THE MAYOR, VICE MAYOR AND COUNCILMEMBERS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2504 ACCEPTING THE COUNCIL COMPENSATION COMMITTEE'S RECOMMENDATION AND APPROVE AN ANNUAL COMPENSATION INCREASE OF 5.0% FOR THE MAYOR, VICE MAYOR AND EACH OF THE COUNCILMEMBERS AND PROVIDE FOR AN EFFECTIVE DATE. (Lyman Locket, Human Resources Director)

INFORMATION ITEMS

Comments, commendations, reports on current events and presentations by Mayor, Councilmembers, or the City Manager. 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, city staffing updates, update on legislative issues, clarification on items being requested by Council, and Manager's update on Council related matters.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 2, 2026	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 1/21/2026 at 5:03 p.m. by ag.

ITEM #: 1.
DATE: 01/26/2026
AI #:3086

CITY COUNCIL COMMUNICATION

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

SUBJECT:

RECOGNITION OF OFFICER MICHAEL GUILBAULT'S 20 YEARS OF SERVICE WITH THE GOODYEAR POLICE DEPARTMENT

Attachments

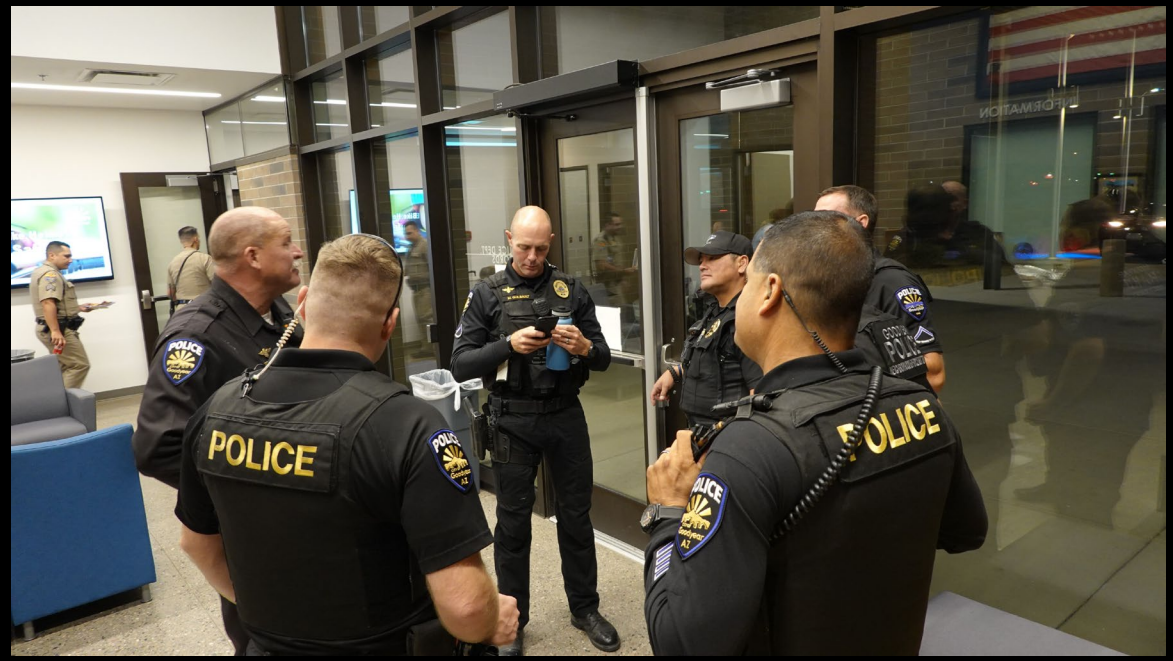
Staff Presentation

Officer Michael Guilbault
Retirement
December 5, 2005 – January 30, 2026

Officer Michael Guilbault
20 Years of Service

Officer Michael Guilbault
20 Years of Service

Officer Michael Guilbault
20 Years of Service



Michael Guilbault
20 Years of Service

Thank you for your Service!

ITEM #: 2.
DATE: 01/26/2026
AI #:3013

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION

Approve the December 8, 2025 and December 15, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

Attachments

Draft Minutes 2025-12-08 Regular Meeting
Draft Minutes 2025-12-15 Regular Meeting

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

Monday, December 8, 2025 **Meeting Minutes**

Immediately following the Work Session that began at 5:00 p.m.

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 5:30 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo**; **Vice Mayor Wally Campbell**; **Councilmember Brannon Hampton**; **Councilmember Laura Kaino**; **Councilwoman Vicki Gillis**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**

Staff Present: City Manager Wynette Reed; Deputy City Attorney Sarah Chilton; City Clerk Jasmine Pernicano

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER TERRY

[Councilwoman Gillis participated by telephone and joined the meeting at 5:33 p.m.]

APPOINTMENTS

1. **APPOINTMENTS TO CITY BOARDS, COMMISSIONS AND COMMITTEES**

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Laura Kaino to APPROVE the appointments to the Council Compensation Committee and appointments to the Arts & Culture Commission and Planning & Zoning Commission as recommended by the Council Subcommittee on City Boards, Commissions and Committees. The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

Jasmine Pernicano, City Clerk, administered the Oath of Office for those in attendance.

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Gene Bachelder, spoke regarding dedicating a humble month out of the year citing various sources.

Steven Gerard Sidlovsky, spoke regarding consideration of future action related to preborn personhood.

CONSENT

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda items 2 through 6. The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

2. **APPROVAL OF MINUTES**
Approve the November 17, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, City Clerk)

3. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR FIRST WATCH #1183**

RECOMMENDATION
Recommend approval of Application No. 360824 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for First Watch #1183 located at 1670 N. Bullard Ave., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

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

RECOMMENDATION
Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (Ryan Bittle, Finance Manager)

5. **RESOLUTION ADOPTING THE 2025 GOODYEAR EMERGENCY OPERATIONS PLAN**

RECOMMENDATION
ADOPT RESOLUTION NO. 2025-2492 TO APPROVE THE IMPLEMENTATION OF THE 2025 REVISION OF THE GOODYEAR EMERGENCY OPERATIONS PLAN (EOP), REPLACING RESOLUTION NO. 16-1750, AND AUTHORIZING THE MAYOR TO SIGN THE LETTER OF APPROVAL AND IMPLEMENTATION ORDERING THE EXECUTION OF THE EOP. (Brian Woodard, Emergency Manager)

6. **ADOPT AMENDMENT TO GOODYEAR CITY CODE CHAPTER 13, TRAFFIC, SECTION 13-1, ADMINISTRATION**

RECOMMENDATION
ADOPT ORDINANCE NO. 2025-1641 AMENDING GOODYEAR CITY CODE, CHAPTER 13 TRAFFIC, ARTICLE 13, ADMINISTRATION, BY ADDING SECTION 13-1-4 RELATED

TO POWERS OF UNARMED POLICE ASSISTANTS AND TRAFFIC INVESTIGATORS. (Brian Issitt, Chief of Police)

In response to a Council inquiry, Brian Issitt, Chief of Police, explained the purpose of the Ordinance, noting that Police Assistants would support Police Officers by handling duties such as non-injury traffic investigations and issuing parking violations, as currently outlined in their job descriptions.

Jennifer Barber, Goodyear resident, stated she did not have objections to this item but expressed concern for the placement of this item on the consent agenda and further expressed concerns regarding transparency for law enforcement changes and discussed news articles regarding the same as well as recent public records requests. A point of order was called, and Sarah Chilton, Deputy City Attorney, clarified that comments must pertain to the agenda item under consideration.

Ms. Barber asked whether the proposed change would result in an increase in citations and additional workload for the courts. At the Mayor's request, Chief Issitt responded that no increase is anticipated, as the Ordinance clarifies authority rather than expanding enforcement.

PUBLIC HEARINGS

7. **ANNEXATION NEAR THE NORTHEAST CORNER OF WEST YUMA ROAD AND SOUTH PERRYVILLE ROAD**

Mayor Pizzillo opened the public hearing at 5:53 p.m.

Justin Gabrielson, Senior Planner, presented a request regarding the annexation of approximately 31.4 acres of property, generally located 660-feet east of the northeast corner of West Yuma Road and South Perryville Road. He stated that the annexation would result in the property being zoned Agriculture Urban (AU) under the city, consistent with the county's existing zoning designation. Mr. Gabrielson also mentioned that the next step in the annexation process is to hold a second public hearing for Council consideration.

There being no speakers, Mayor Pizzillo closed the public hearing at 5:56 p.m.

In response to Council inquiry, Susan E. Demmitt, representing Gammage & Burnham PLC, noted that they did speak to the owner of the adjacent property and explained it could not be included in this annexation request, and confirmed the owner expressed interest in annexing his property.

In response to Council inquiry, Mr. Gabrielson added that if the annexation is approved at a future hearing, the applicant could request a rezone, which would be considered by Council separately.

No action was taken on this item.

BUSINESS

8. **2025 ANNUAL COMPREHENSIVE FINANCIAL REPORT (ACFR) AND AUDIT RESULTS**

Mayette Bailey, Financial Services Manager, presented the Annual Comprehensive Financial Report (ACFR) and the Independent Audit Results. She reviewed the standardized reports and the independent auditors' results, which included an unmodified opinion, or clean audit, no significant deficiencies or material weaknesses and that the city complied in all material respects.

Jill Shaw, Auditor, representing Heinfeld Meech & Co., presented their findings to the City Council in compliance with Arizona Revised Statute §9-481.

In response to Council's inquiry, Ms. Bailey clarified that the ACFR was posted online ten days prior to the meeting. Additionally, in response to Council inquiry, Ms. Shaw explained that the expenditures shown as exceeding revenues in the report do not indicate a negative impact.

No formal action was required.

9. **RESOLUTION ADOPTING PROPOSED USER FEE CHANGES TO THE GOODYEAR MUNICIPAL USER FEE SCHEDULE**

Michael Shoemaker, Interim Finance Director, presented proposed modifications to the Goodyear Municipal User Fee Schedule, noting that the schedule previously adopted by Council contained a formatting error and requested approval of the corrected version.

In response to Council inquiry, Katie Wilken, Development Services Director, clarified that residents may pay this fee only if making modifications to their home and pulling a permit, and confirmed that the fees have been collected correctly.

MOTION BY Councilmember Benita Beckles, **SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2025-2493 APPROVING AND ADOPTING MODIFICATIONS TO THE CITY OF GOODYEAR MUNICIPAL USER FEE SCHEDULE ADOPTED BY RESOLUTION NO. 2025-2467 AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

INFORMATION ITEMS

Council requested to receive the information submitted during public comment on Item 6.

Council provided brief updates on recent community activities, recognizing the success of Shop With A Cop, the Home Tour fundraising of $15,000 toy donations from the PebbleCreek community for Fill-A-Need, and a cookie collection for Luke Air Force Base.

Council requested clarification regarding code compliance practices on private property, including enforcement frequency and the applicable code provisions.

City Manager Wynette Reed reported on recent city events, noting strong attendance at

Holidays on the Square and the Tree Lighting event, and mentioned the upcoming event scheduled for December 12, 2025. Brian Issit, Chief of Police, also shared additional details about Shop With A Cop and thanked Council for their support.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

December 15, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:29 p.m.

_____ _____

Jasmine Pernicano, 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 December 8, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____

Jasmine Pernicano, City Clerk

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

Monday, December 15, 2025	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 Wally Campbell**; **Councilmember Brannon Hampton**; **Councilmember Laura Kaino**; **Councilwoman Vicki Gillis**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Jasmine Pernicano

[Councilwoman Gillis participated by telephone.]

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

PUBLIC COMMENTS/APPEARANCES FROM THE FLOOR

Stephen Lauritano, Goodyear Resident, spoke regarding increased bicycle safety in the city.

CONSENT

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda items 1 through 8. The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

1. **APPROVAL OF SERIES 9 (LOCATION TRANSFER WITH SAMPLING) LIQUOR LICENSE FOR SAFEWAY #1511**

RECOMMENDATION
Recommend approval of Application No. 366307 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 9 (Location Transfer with Sampling) liquor license for Safeway #1511 located at 14175 W. Indian School Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

2. **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR BAG O' CRAB**

RECOMMENDATION
Recommend approval of Application No. 367069 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Bag O' Crab located at 1363 N. Litchfield Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

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

RECOMMENDATION
Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (Ryan Bittle, Finance Manager)

4. **CITY COUNCIL SUBCOMMITTEE APPOINTMENTS**

RECOMMENDATION
Recognize the 2026 City Council Subcommittee appointments, to serve until successors are appointed in 2027. (Janet Hidalgo, Assistant to the Mayor)

5. **INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR GOODYEAR POLICE DEPARTMENT (GYPD) RECRUIT TRAINING**

RECOMMENDATION
Approve the IGA with Maricopa County and providing authorization and direction to the Mayor, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Brian Issitt, Chief of Police)

6. **RESOLUTION TO JOIN THE MARICOPA COUNTY HOME CONSORTIUM**

RECOMMENDATION
ADOPT RESOLUTION NO. 2025-2497 AUTHORIZING AND DIRECTING THE CITY MANAGER TO COMMUNICATE THE CITY'S DESIRE TO PARTICIPATE IN THE MARICOPA COUNTY HOME CONSORTIUM AND RECEIVE FEDERAL FUNDING UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM. (Christina Panaitescu, Community Partnerships Program Manager)

7. **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH LEVEL 3 COMMUNICATIONS LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

RECOMMENDATION
ADOPT RESOLUTION NO. 2025-2498 AUTHORIZING THE CITY MANAGER AND OR

THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LEVEL 3 COMMUNICATIONS LLC, A DELAWARE LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Philip Cochran, Assistant City Attorney).

8. **AWARD OF CONTRACT WITH WBCP, INC. FOR EXECUTIVE RECRUITMENT FIRM**

RECOMMENDATION
Approval of contract for executive recruitment services to WBCP, Inc. to conduct the recruitment for City Manager. (Lyman Locket, Human Resources Director)

PUBLIC HEARINGS

9. **RESOLUTION ADOPTING A FOUR-YEAR WATER, WASTEWATER, AND SOLID WASTE RATE PLAN**

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

Kini Knudson, Deputy City Manager, introduced the item and provided background on the proposed four-year utility rate plan and turned the presentation over to Ryan Bittle, Finance Manager.

Mr. Bittle, presented on the four-year proposal for the Goodyear utility rates for water, wastewater and solid waste. He reviewed the utility service areas and rate setting process, including the involvement and recommendation of the Citizen Water Advisory Commission. He continued explaining cost drivers, including CAP water, treatment of ground water, geography, capital costs, staffing and operational costs. He continued to review the proposed four-year annual rate increases and the effect on customer monthly bills, and concluded by reviewing the public outreach and next steps.

Jeff Redmon, Goodyear resident, expressed concerns about the rate study and data center water usage. At the Mayor's request, Barbara Chappell, Water Services Director, explained that land use assumptions were used to make the projection of future use and noted only one data center is water cooled and the rate paid is higher than residential.

Tim Hillmer, Goodyear resident, inquired about the water rate increase in the Litchfield Liberty Water services area. In response, Mayor Pizzillo explained that is a separate utility company.

Jose Salazar, Goodyear resident, expressed concerns about wastewater and solid waste fees for septic and self disposal of solid waste.

There being no other speakers present, Mayor Pizzillo closed the public hearing at 5:32 p.m.

Jasmine Pernicano, City Clerk, read Resolution No. 2025-2499 by title only.

In response to Council inquiry, Ms. Chappell confirmed the rate increase is based on the cost of service to provide safe, reliable drinking water and sewage services, and explained the increased costs of material and fuel to accomplish those. She continued briefing residential, commercial and industrial demand, and how development impact fees

are used.

Mr. Bittle responded to Council inquiry regarding the stormwater fees being funded by the general fund. He explained the incremental rate increase of water services over the next four years, but is projected for ten years. Mayor Pizzillo noted that if the General Fund is used to cover the water services budget, this will decrease the amount available for operational funds.

Ms. Chappell, in response to Council inquiry, explained efficiencies being done and reviewed the water supply and storage for future needs.

In response to Council inquiry, Mr. Bittle explained the pricing tier on the rates and noted that new homes are being built more efficiently.

Council discussed the proposed water rate increases and expressed concerns regarding the potential impact on residents. Council emphasized the importance of proactively maintaining and modernizing the city's water infrastructure, noting that municipalities around the nation that deferred infrastructure investment experienced significantly larger rate increases and that addressing infrastructure needs now may help avoid more substantial increases in the future.

Councilwoman Gillis and Councilmember Hampton discussed concerns with the proposal as presented, indicating a preference for smaller increases implemented over time and emphasizing the importance of the city evaluating internal costs and efficiencies before passing additional costs on to residents.

Council thanked the Citizen Water Advisory Committee and city staff and discussed residential water usage options, long-term water planning, and the city's responsibility to provide safe and reliable water services.

MOTION BY Councilmember Trey Terry, **SECONDED BY Councilmember Laura Kaino to ADOPT RESOLUTION NO. 2025-2499 ADOPTING THE PROPOSED FOUR-YEAR WATER, WASTEWATER AND SOLID WASTE RATE STRUCTURES AND PROVIDING FOR EFFECTIVE DATES**. **The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Laura Kaino**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

NAY: **Councilmember Brannon Hampton**, **Councilwoman Vicki Gillis**

Passed

10. **AMENDMENT TO THE ZONING ORDINANCE RELATED TO OBJECTIVE STANDARDS, DEFINITIONS, ACCESSORY DWELLING UNITS AND MIDDLE HOUSING**

Mayor Pizillo opened the public hearing at 6:16 p.m.

Christian Williams, Planning Manager, presented on the Zoning Ordinance Text Amendment to address state legislature passed in 2025 for middle housing, accessory dwelling units (ADU), and objective standards. Mr. Williams explained that with the passage of House Bill (HB) 2721, staff created a middle housing overlay district, which includes duplexes, triplexes, fourplexes and townhomes on any single family residential lot located within one mile of GSQ, but not in the vicinity of Luke Air Force

Base, and encourages new developments to include middle housing. He then moved to HB 2928, which permits ADUs, but not within the vicinity of Luke Air Force Base or a public airport (Phoenix Goodyear airport). The amendment will allow ADUs in the vicinity of a public airport as long as they are not inside the 65-decibel contour lines, but does not affect those in the vicinity of Luke Air Force Base. Mr. Williams continued with HB 2447, requiring municipalities to provide objective design guidelines. The text amendment allows the zoning administrator to publish addendums to the city's design guidelines to provide clarification and ensure compliance with the law.

He concluded with staff recommendation to approve the Zoning Ordinance Text Amendment, which will go into effect immediately to remain in compliance with state law.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:19 p.m.

Jasmine Pernicano, City Clerk, read Ordiance No. 2025-1642 by title only.

In response to Council inquiry, Mr. Williams confirmed this text amendment is amending local ordinances to remain in compliance with the state.

MOTION BY Councilmember Brannon Hampton, **SECONDED BY Councilmember Benita Beckles to ADOPT ORDINANCE NO. 2025-1642, AMENDING THE GOODYEAR ZONING ORDINANCE SECTIONS 1-2-2 AND 1-4-2 OF ARTICLE 1 (ADMINISTRATION OF MANUAL); AMENDING SECTION 2-2 (DEFINITIONS); AMENDING SECTION 8-2 (C) (ACCESSORY DWELLING UNIT); AMENDING ARTICLE 9 (SPECIAL DISTRICTS) BY ADDING SECTION 9-3 (MIDDLE HOUSING OVERLAY DISTRICT). The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

11. **REZONE APPROXIMATELY 1.940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

Mayor Pizzillo opened the public hearing at 6:21 p.m.

Christian Williams, Planning Manager, requested this item be continued to January 26, 2026.

There being no speakers, Mayor Pizzillo continued the item to January 26, 2026.

No action was taken on this item.

12. **RIO 1900 MINOR GENERAL PLAN AMENDMENT**

Mayor Pizzillo opened the public hearing at 6:21 p.m.

Christian Williams, Planning Manager, requested this item be continued to January 26, 2026.

There being no speakers, Mayor Pizzillo continued the item to January 26, 2026.

No action was taken on this item.

13. **REZONE APPROXIMATELY 66.6 ACRES LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1st AMENDED PLANNED AREA DEVELOPMENT**

Mayor Pizzillo opened the public hearing at 6:22 p.m.

Christian Williams, Planning Manager, requested this item be continued to January 26, 2026.

There being no speakers, Mayor Pizzillo continued the item to January 26, 2026.

No action was taken on this item.

BUSINESS

14. **APPOINTMENT OF VICE MAYOR**

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Trey Terry to APPOINT Brandon Hampton to fill the position of Vice Mayor starting January 1 to December 31, 2026, at which time a new Vice Mayor will be selected for 2027 . The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilwoman Vicki Gillis**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

INFORMATION ITEMS

Council thanked the residents who participated in city events in 2025 and for attending the Council meetings.

Wynette Reed, City Manager, gave an update on the Holidays on the Square on December 12, which attracted 1,600 attendees and 1,058 skaters at the RinQ over the weekend, along with the lighting of the first candle on the community menorah.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

January 5, 2026	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:26 p.m.

_____ _____

Jasmine Pernicano, 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 December 15, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2026. SEAL:

_____

Jasmine Pernicano, City Clerk

ITEM #: 3.
DATE: 01/26/2026
AI #:2998

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR KURA REVOLVING SUSHI BAR

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Andrea Lewkowitz, Agent

SUMMARY

Andrea Lewkowitz, Agent for Kura Revolving Sushi Bar, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 1670 N. Bullard Ave, #100, Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Recommend approval of Application No. 369178 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Kura Revolving Sushi Bar located at 1670 N. Bullard Ave. #100, Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

In compliance with the Goodyear Municipal User Fee Schedule, the applicant submitted the required $635 administrative application fee.

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on December 4, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for Kura Revolving Sushi Bar, represented by Agent Andrea Lewkowitz.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on December 11, 2025, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including

Code Compliance, Building and Planning & Zoning, with no objections
reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 12 license is designated for restaurants and is non-transferable. It grants on-sale retail privileges for all types of spirituous liquor consumed on the premises, provided the establishment derives at least 40% of its gross revenue from food sales.

State regulations (A.R.S. §4-207) prohibit liquor licenses within 300 feet of licensed childcare facilities or K-12 schools; the proposed location complies with this requirement. A One-Mile Report and Evaluation Map is included as Attachment B, showing existing liquor licenses and three K-12 schools within that radius.

DLLC requires key personnel (owners, agents, managers involved in daily operations) to complete state-approved management training. The applicant confirms the owner and manager have completed the Title 4 Basic & Management training. Operationally, a manager
will be onsite at all times, staff will monitor guest consumption, and a valid ID will be required from anyone appearing to be under the legal drinking age.

The City Council's recommendation will be forwarded to the DLLC for consideration.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

State of Arizona
Department of Liquor Licenses and Control

Amended LGBR received by the Goodyear City Clerk's Office on Friday, December 19, 2025.

Created 12/19/2025 @ 03:29:38 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	KURA REVOLVING SUSHI BAR		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1670 N BULLARD AVENUE #100 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

AMENDMENT
Job #369178

OWNER

Received by the Goodyear City Clerk's Office Thursday, December 4, 2025.

State of Arizona
Department of Liquor Licenses and Control

Created 12/04/2025 @ 09:52:30 AM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	KURA REVOLVING SUSHI BAR		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1670 N BULLARD DRIVE #100 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

60th Day
2-2-2026

Name:	KURA SUSHI USA INC
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	CORPORATION
AZ CC File Number:	23240091 State of Incorporation: DE
Incorporation Date:	10/04/2017
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:
KURA SUSHI INC.	Shareholder	54.53
KURA SUSHI INC. C/O CEDE & CO	Shareholder	45.47
HAJIME UBA	Pres/DIRECTOR	
BRENT MASAYOSHI TAKAO	Secretary	
JEFFREY JOHN UTTZ	Treasurer	

KURA SUSHI USA INC - Shareholder

Name:	KURA SUSHI INC.
Contact Name:	ANDREA DAHLMAN LEWKOWITZ
Type:	CORPORATION
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

KURA SUSHI INC. - Director

Name:	HAJIME UBA
Gender:	Male
Correspondence Address:	2660 N CENTRAL AVENUE STE 1775 PHOENIX, AZ 85004 USA
Phone:	(657)333-4100
Alt. Phone:	
Email:	H.UBA@KURAUSA.COM

KURA SUSHI USA INC - Treasurer

Name:	JEFFREY JOHN UTTZ
Gender:	Male
Correspondence Address:	2660 N CENTRAL AVENUE STE 1775 PHOENIX, AZ 85004 USA
Phone:	(657)333-4100
Alt. Phone:	
Email:	J.UTTZ@KURAUSA.COM

KURA SUSHI USA INC - Pres/DIRECTOR

Name:	HAJIME UBA
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(657)333-4100
Alt. Phone:	
Email:	H.UBA@KURAUSA.COM

KURA SUSHI USA INC - Secretary

Name:	BRENT MASAYOSHI TAKAO
Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(657)333-4100
Alt. Phone:	(310)283-6936
Email:	B.TAKAO@KURAUSA.COM

KURA SUSHI USA INC - Shareholder

Name:	KURA SUSHI INC. C/O CEDE & CO
Contact Name:	ANDREA LEWKOWITZ
Type:	CORPORATION
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

MANAGERS

Name: BRIAN JOSEPH SANTOS MANGLONA
Gender: Male
Correspondence Address: 2660 N CENTRAL AVENUE
STE 1775
PHOENIX, AZ 85004
USA
Phone: (253)576-6367
Alt. Phone:
Email: B.MANGLONA@LIVE.COM

****

Name: CHRITTY NGUYEN
Gender: Female
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (346)233-8451
Alt. Phone:
Email: ICHRISTY1015@GMAIL.COM

****

Name: BLAKE JOSEPH BRENHOFER
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (602)501-6945
Alt. Phone:
Email: BBRENHOFER@GMAIL.COM

****

Name: JULIAN DALE ORTEGA
Gender: Male
Correspondence Address: 2600 N CENTRAL AVENUE
#1775
PHOENIX, AZ 85004
USA
Phone: (480)765-0333
Alt. Phone:
Email: DJINSMOOTH@GMAIL.COM

APPLICATION INFORMATION

Application Number: 369178
Application Type: New Application
Created Date: 11/14/2025

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 + MONETARY DAMAGES
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?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   Yes
   If yes, what is your estimated completion date?
   MARCH 2026
9) What type of business will this license be used for?
   RESTAURANT

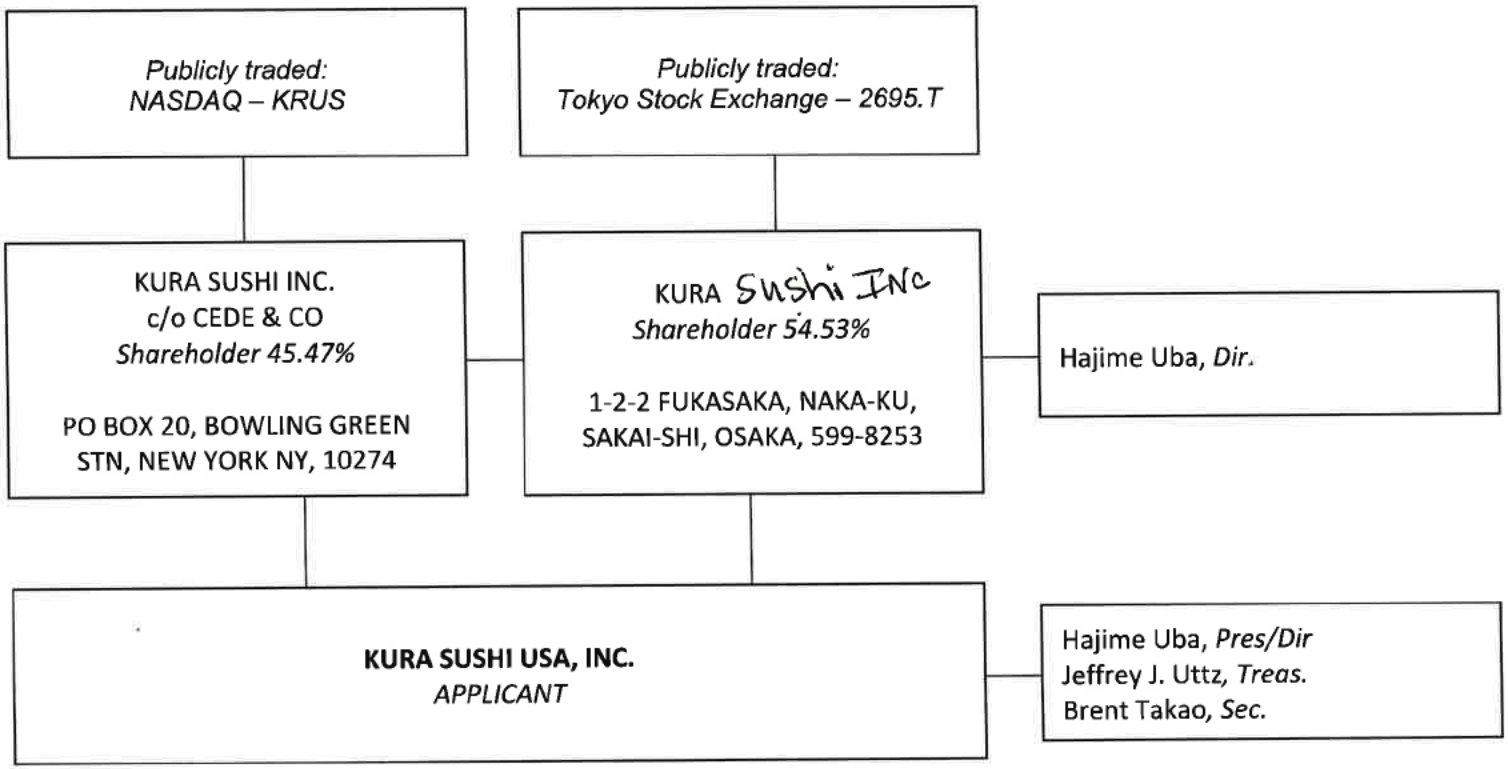
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Gdyr_AGT ADL (Ctn).pdf	11/14/2025
QUESTIONNAIRE	Gdyr_AGT ADL (Q).pdf	11/14/2025
RECORDS REQUIRED FOR AUDIT	Gdyr_Audit.pdf	11/14/2025
QUESTIONNAIRE	Gdyr_CP Takao (Q+Supple).pdf	11/14/2025
QUESTIONNAIRE	Gdyr_CP Uba (Q+Supple).pdf	11/14/2025
QUESTIONNAIRE	Gdyr_CP Uttz (Q+Supple).pdf	11/14/2025
DIAGRAM/FLOOR PLAN	Gdyr_Diagram.pdf	11/14/2025
RESTAURANT OPERATION PLAN	Gdyr_ROP.pdf	11/14/2025

MENU	Kura_Menu.pdf	11/14/2025
MISCELLANEOUS	Kura_Ownership Chart.pdf	11/14/2025

KURA SUSHI USA, INC.

OWNERSHIP CHART | 01/03/2025



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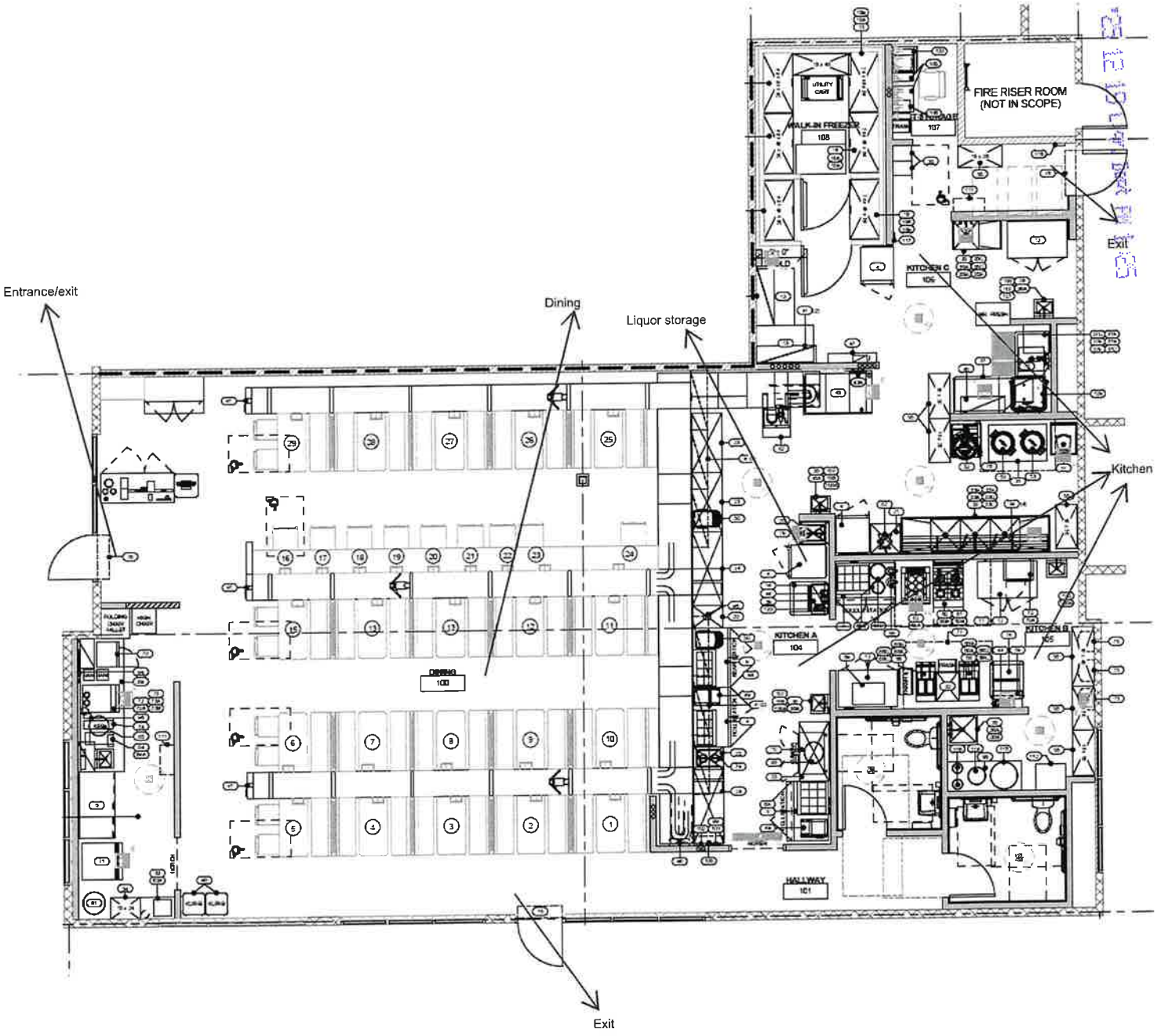
AMENDMENT | Job #369178
location address

KURA REVOLVING SUSHI BAR
1670 N. Bullard ~~Drive~~, Suite 100
Goodyear, AZ 85395 Avenue
3,080 SF



AMENDMENT
Job # 369178

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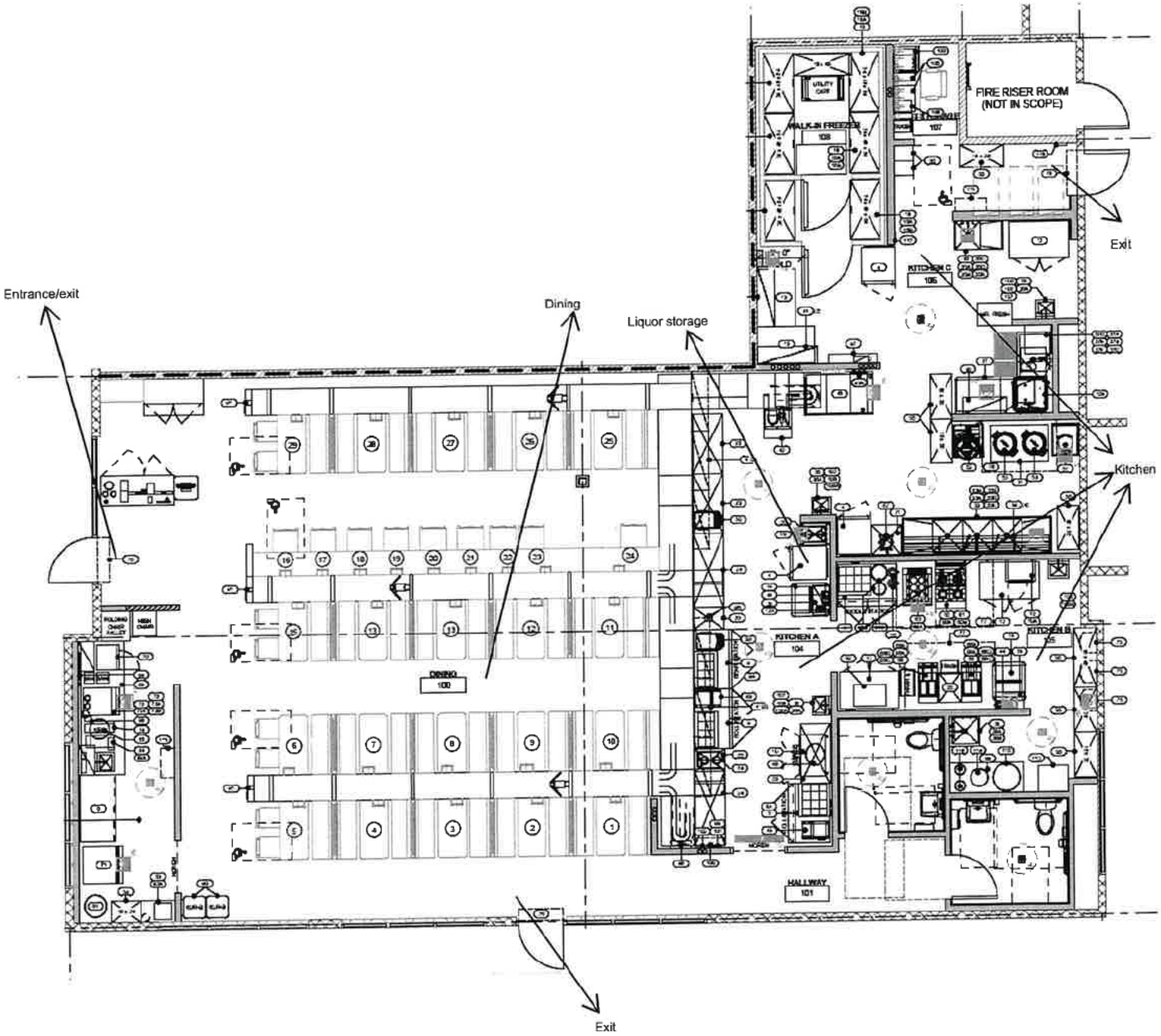
KURA REVOLVING SUSHI BAR
1670 N. Bullard Drive, Suite 100
Goodyear, AZ 85395
3,080 SF



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

DLLC USE ONLY

Job #:	369178
Date Accepted:	11-14-2025
LC:	Chaya
License #:	

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND HOTEL/MOTEL SERIES 11 ONLY

1. Name of restaurant (Please print): Kura Revolving Sushi Bar

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS	
Grill	4-open burner range
Oven	Gas Rice Cookers | Convection Oven
Freezer	Chest Super Freezer | Ice Cream Freezer | Walk-in Freezer
Refrigerator	Reach-in (True) | Reach-in Slide (True) | 48" Refrigerator Prep | Undercounter (x2)
Sink	3-Compartment Sink | Prep Sink Table | Mops sinks
Dish Washing Facilities	Dishwasher (Ecolab)
Food Preparation Counter (Dimensions)	Work Tables (24"D x 18"W x 35"H) + (24x48x35) + (24x60x35)
Other	Rice warmer | Rice washer | Noodle boiler | Food processor | microwave

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.**) 50 %

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

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

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

a) Restaurant dining area of your premises: **(DO NOT INCLUDE PATIO SEATING)** [89]

b) Bar area [+ 0]

TOTAL [= 89]

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

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

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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.)

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	26
Bartenders	0
Hostesses	0
Managers	1
Servers	23
Other (Dishwashers)	5
Other (Fish cutters)	3
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: _____

KURA REVOLVING SUSHI BAR — SUSHI MENU $3.85

NIGIRI

CRAB

SNOW CRAB LEG (1 PC)
40 CAL*

TUNA

SOUTHERN BLUEFIN TORO* (1 PC)
70 CAL

SEARED SOUTHERN BLUEFIN TORO* (1 PC)
70 CAL

TUNA*
70 CAL

GARLIC SKIPJACK TUNA*
80 CAL

YUZU JALAPENO TUNA*
70 CAL

BEEF

AMERICAN WAGYU*
90 CAL

UMAMI OIL SEARED BEEF
110 CAL

SEARED BEEF WITH YAKINIKU SAUCE
100 CAL

SCALLOP

HOKKAIDO SCALLOP*
70 CAL

SEARED SCALLOP JAPANESE MAYO*
100 CAL

SALMON

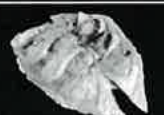
SALMON*
90 CAL

SALMON TORO*
110 CAL

GARLIC PONZU SALMON*
100 CAL

UMAMI OIL SALMON*
110 CAL

SEARED SALMON WITH MISO CREAM CHEESE*
110 CAL



SEARED SALMON JAPANESE MAYO*
120 CAL

SHRIMP

SHRIMP
60 CAL

SWEET SHRIMP (RED SHRIMP)*
70 CAL

YUZU JALAPENO SWEET SHRIMP*
70 CAL

EEL

EEL
80 CAL

SEARED EEL WITH MISO CREAM CHEESE
110 CAL

OTHER

SPANISH MACKEREL (AJI)*
90 CAL

CHARBROILED MACKEREL
110 CAL

YELLOWTAIL*
80 CAL

TERIYAKI YELLOWTAIL

SEA BREAM WITH YUZU PEPPER*
70 CAL

SEARED HOKKAI OCTOPUS*
60 CAL

CONCH*
60 CAL

SQUID*
60 CAL

TAMAGO
130 CAL

NORIMAKI

TEKKA MAKI*
100 CAL

KAPPA MAKI
90 CAL

ROLLS

GOLDEN CRUNCHY ROLL
200 CAL

TIGER ROLL
110 CAL

RAINBOW ROLL*
130 CAL

CATERPILLAR ROLL
110 CAL

PHILADELPHIA ROLL*
140 CAL

KURA ROLL*
120 CAL

SHRIMP AVOCADO ROLL
120 CAL

CRUNCHY ROLL
140 CAL

SALMON SKIN ROLL
90 CAL

SPIDER ROLL (8 PC)
170 CAL

HOT

SPICY TUNA ROLL*
120 CAL

SNOW CRAB CALIFORNIA ROLL
170 CAL

SPICY TUNA CRUNCHY ROLL*
160 CAL

SPICY SALMON CRUNCHY ROLL*
220 CAL

SPICY POPCORN SHRIMP ROLL
170 CAL

TEMPURA PHILADELPHIA ROLL*
190 CAL

SPICY CRUNCHY TACO
160 CAL

CRISPY COD FISH TACO

SWEET CORN KAKIAGE

WRAPS

PANKO TUNA WRAP
150 CAL

SPICY PANKO TUNA WRAP
160 CAL

CRISPY RICE

CRISPY RICE WITH SPICY TUNA*
160 CAL

CRISPY RICE WITH SPICY SALMON*
180 CAL

CRISPY RICE WITH SNOW CRAB MAYO
200 CAL

CRISPY RICE HOT DOG

GUNKAN

AMERICAN WAGYU*
110 CAL

IKURA (SALMON ROE)*
90 CAL

NEGITORO*
130 CAL

SEA URCHIN* (1 PC)
45 CAL

SNOW CRAB MEAT
90 CAL

UMAMI OIL HOKKAI OCTOPUS*
70 CAL

UMAMI SESAME PATAGONIAN SCALLOPS*

INARI
130 CAL

HAND ROLLS (Soy Paper is available)

SPICY PATAGONIAN SCALLOP*

SALMON SKIN
60 CAL

SPIDER
160 CAL

CRUNCHY
150 CAL

EEL
100 CAL

SPICY YELLOWTAIL*
110 CAL

SPICY TUNA*
90 CAL

SPICY SALMON*
110 CAL

NEGITORO*
110 CAL

SNOW CRAB CALIFORNIA
150 CAL

VEGETABLE
70 CAL

AVOCADO
90 CAL

CUCUMBER
50 CAL

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY. ADDITIONAL NUTRITION INFORMATION AVAILABLE UPON REQUEST.

ACTUAL PRODUCTS MAY VARY. WHEAT, SOY, PEANUTS, AND OTHER FOOD ALLERGENS ARE PRESENT AT OUR RESTAURANT. DUE TO THE DESIGN OF OUR OPERATIONS AND SHARED COOKING EQUIPMENT, WE CANNOT GUARANTEE THAT ANY OF OUR DISHES ARE ALLERGEN FREE. PLEASE VISIT OUR WEBSITE AT KURASUSHI.COM FOR ALLERGY INFORMATION. *THESE FOOD ITEMS ARE SERVED RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

SIDE MENU

$8.70

ASSORTED VEGETABLE TEMPURA
860 CAL

PANKO TUNA STICKS
860 CAL

SHRIMP TEMPURA
150 CAL

SOFTSHELL CRAB TEMPURA
180 CAL

$5.75

CHICKEN GYOZA DUMPLING
210 CAL

CRISPY CHICKEN
260 CAL

CRISPY COD FISH & CHIPS

FRIED SHRIMP WONTON
200 CAL

GARLIC PONZU SASHIMI*
180 CAL

KURA CRISPY FRIES
450 CAL

$3.85

UMAMI CUCUMBER SALAD
50 CAL

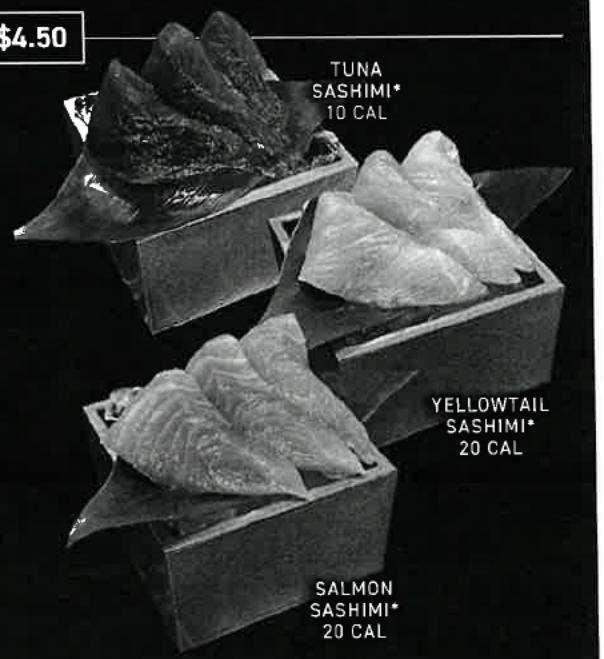
CRISPY SQUID
170 CAL

FRIED TAKOYAKI
290 CAL

EDAMAME
140 CAL

SASHIMI

$4.50



TUNA SASHIMI*
10 CAL

YELLOWTAIL SASHIMI*
20 CAL

SALMON SASHIMI*
20 CAL

RAMEN

$11.25

TANTANMEN*
640 CAL

MISO RAMEN*
570 CAL

TONKOTSU RAMEN*
510 CAL

UDON & SOUP

$10.50

SHOYU RAMEN*
530 CAL

SHRIMP TEMPURA UDON
310 CAL

BEEF UDON
410 CAL

$8.95

KITSUNE UDON
260 CAL

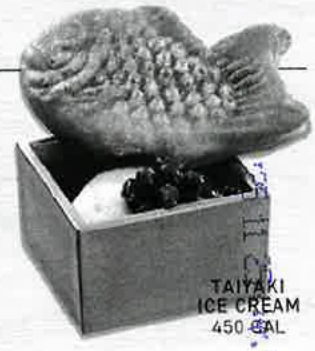
$4.70

MISO SOUP
60 CAL

DESSERT

$6.10

MOCHI ICE CREAM
(MATCHA GREEN TEA, BLACK SESAME & STRAWBERRY)
180 CAL



TAIYAKI ICE CREAM
450 CAL

$3.85

GOOEY BUTTER CAKE
220 CAL

NY CHEESECAKE
190 CAL

WATERMELON
35 CAL

SESAME BALL
210 CAL

WARABIMOCHI
200 CAL

VANILLA ICE CREAM
310 CAL

2,000 CALORIES A DAY IS USED FOR GENERAL NUTRITION ADVICE, BUT CALORIE NEEDS VARY. ADDITIONAL NUTRITION INFORMATION AVAILABLE UPON REQUEST.

ACTUAL PRODUCTS MAY VARY. WHEAT, SOY, PEANUTS, AND OTHER FOOD ALLERGENS ARE PRESENT AT OUR RESTAURANT. DUE TO THE DESIGN OF OUR OPERATIONS AND SHARED COOKING EQUIPMENT, WE CANNOT GUARANTEE THAT ANY OF OUR DISHES ARE ALLERGEN FREE. PLEASE VISIT OUR WEBSITE AT KURASUSHI.COM FOR ALLERGY INFORMATION. *THESE FOOD ITEMS ARE SERVED RAW OR UNDERCOOKED INGREDIENTS. CONSUMING RAW OR UNDERCOOKED MEATS, POULTRY, SEAFOOD, SHELLFISH OR EGGS MAY INCREASE YOUR RISK OF FOODBORNE ILLNESS, ESPECIALLY IF YOU HAVE CERTAIN MEDICAL CONDITIONS.

DRINK MENU

DRAFT BEER

SAPPORO (16 oz.)
186 cal | **$7.15**

ASAHI (11.2 oz.)
135 cal | **$7.90**

BOTTLED BEER

SAPPORO (12 oz.)
140 cal | **$6.10**

SAPPORO LIGHT (12 oz.)
110 cal | **$6.65**

SAKE

HOUSE SAKE HOT (145 ml)	195 cal | **$10.25**
HOUSE SAKE COLD (120 ml)	156 cal | **$4.70**
HAKUTSURU DRAFT SAKE BOTTLE (180 ml)	170 cal | **$10.25**
HAKUTSURU SAYURI NIGORI BOTTLE (300 ml)	290 cal | **$16.00**
PLUM WINE SHOT (50 ml)	86 cal | **$6.15**

BEVERAGES $4.20 (Free Refills)

COKE 200 cal	**COKE ZERO** 0 cal	**LEMONADE** 210 cal	**RASPBERRY ICED TEA** 180 cal
DIET COKE 0 cal	**DR. PEPPER** 200 cal	**SPRITE** 200 cal	**GREEN TEA** (HOT/ICED) 0 cal

Sparkling Lychee Oolong Tea 120 cal | **$5.90**

- 2,000 calories a day is used for general nutrition advice, but calorie needs vary
- Additional nutrition information is available upon request

2025_11_GSQ

Liquor Licenses within One Mile – Kura Revolving Sushi Bar

Applicant Address: 1670 N. Bullard Ave. #100 Goodyear, AZ 85395

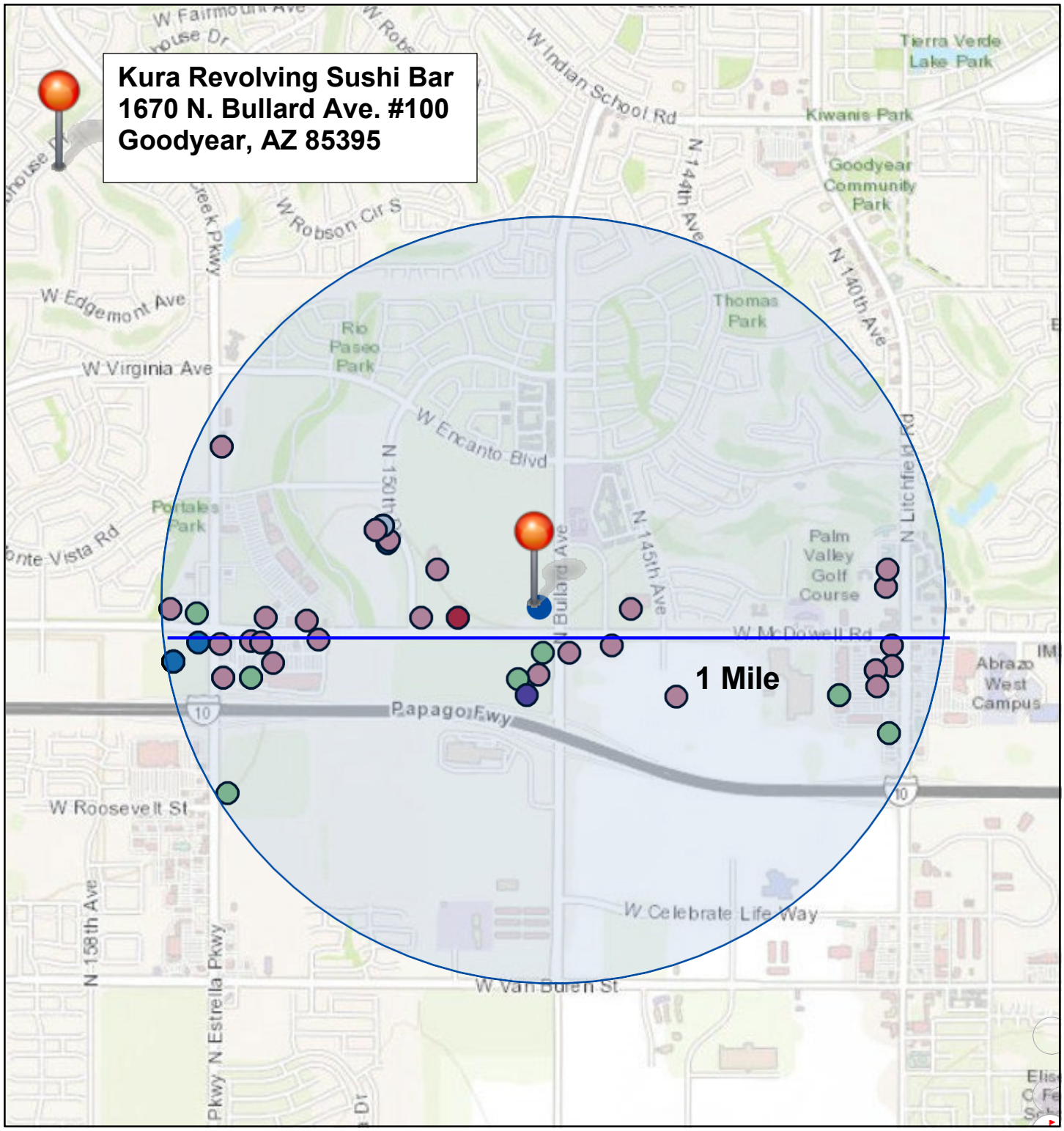
Liquor Establishments				
Business Name	**Address**	**Distance from Applicant Address**		**License Series**
QUIKTRIP #1417	1540 N BULLARD AVE.	683.09	ft.	10
PF CHANG'S CHINA BISTRO	14681 W MCDOWELL RD.	825.89	ft.	12
BUBBA'S 33	1460 N BULLARD AVE.	1,032.15	ft.	12
TRU BY HILTON GOODYEAR	1430 N BULLARD AVE.	1,146.63	ft.	10
RED ROBIN AMERICA'S GOURMET BURGERS	14551 W MCDOWELL RD.	1,235.72	ft.	12
BJ'S RESTAURANT & BREWHOUSE	14950 W MCDOWELL RD.	1,246.16	ft.	12, 12G
SPRINGHILL SUITES BY MARRIOT GOODYEAR	1370 N BULLARD AVE.	1,335.35	ft.	11
LIFE TIME FITNESS	14540 W MCDOWELL RD.	1,382.64	ft.	12
HARKINS THEATRES AT ESTRELLA FALLS	15010 W MCDOWELL RD.	1,656.43	ft.	12
CHEDDARS SCRATCH KITCHEN	15030 W MCDOWELL RD.	1,792.12	ft.	12
MERA GOODYEAR	1375 N 145TH AVE.	2,477.23	ft.	BYO
COPPER & SAGE GSQ	1975 N GLOBE DR.	2,488.04	ft.	12
BACCHUS WINE BAR	1975 N GLOBE DR.	2,488.04	ft.	7
THE STILLERY	1971 N GLOBE DR. BLDG	2,499.95	ft.	12
SPITZ MEDITERRANEAN STREET FOOD	2015 N GLOBE DR.	2,673.51	ft.	12
CLASSIC & FANCY NAIL SPA	2015 N GLOBE DR.	2,673.51	ft.	UNL
SHAKE SHACK #1515	1675 N GLOBE DR.	2,744.41	ft.	12
OVER EASY	1845 N GLOBE DR.	2,744.41	ft.	12
HIGH TIDE	1845 N GLOBE DR. BLDG 2	2,744.41	ft.	12
TEXAS ROADHOUSE	15255 W MCDOWELL RD.	3,389.76	ft.	12
OREGANO'S PIZZA BISTRO	15280 W MCDOWELL RD.	3,534.87	ft.	12
RED LOBSTER #6342	15311 W MCDOWELL RD.	4,131.01	ft.	12
ARRIBA MEXICAN GRILL	15370 W MCDOWELL RD.	4,143.30	ft.	12
POPO'S FIESTA DEL SOL	15375 W MCDOWELL RD.	4,235.50	ft.	12, CTG
OLIVE GARDEN ITALIAN RESTAURANT #1773	15411 W MCDOWELL RD.	4,402.44	ft.	12
BEVMO	15405 W MCDOWELL RD.	4,499.77	ft.	9, 9S
TOTAL WINE & MORE #1008	1416 N LITCHFIELD RD.	4,741.00	ft.	9, 9S
RUBIO'S FRESH MEXICAN GRILL #225	15479 W MCDOWELL RD.	4,867.54	ft.	12
BARRO'S PIZZA	15475 W MCDOWELL RD.	4,902.37	ft.	12
AH-SO SUSHI & STEAK	15475 W MCDOWELL RD.	4,902.37	ft.	12
MACAYOS MEXICAN FOOD	1474 N LITCHFIELD RD.	5,187.38	ft.	12, CTG
WALGREENS #12334	1654 N PEBBLE CREEK PKWY.	5,195.08	ft.	10
CIRCLE K STORE #9528	15535 W MCDOWELL RD.	5,201.96	ft.	9
HAYMAKER GOODYEAR	1800 N LITCHFIELD RD.	5,250.83	ft.	12
MOD PIZZA	1380 N LITCHFIELD RD. K3A	5,261.75	ft.	12

Schools		
Business Name	**Address**	**Distance from Applicant Address**
Archway Trivium West	2001 N Bullard Ave	1,455.40
Montessori In The Park	1832 N Litchfield Rd	4,943.42
Harvest Preparatory Academy, Goodyear	14900 W Van Buren St	5,009.69

Series Legend

Series 1 In-State Producer
Series 3 Microbrewery
Series 4 Wholesaler
Series 5 Government
Series 6 Bar (All Liquor)
Series 7 Beer & Wine Bar
Series 8 Conveyance
Series 9 Liquor Store (All Liquor)
Series 10 Beer & Wine Store
Series 11 Hotel-Motel
Series 12 Restaurant
Series 13 Domestic Farm Winery
Series 14 Private Club
Series 15 Special Event Liquor
Series 16 Wine Festival

Liquor License Evaluation Map



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1:30,638

0 0.2 0.4 0.8 mi

0 0.35 0.7 1.4 km

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Beer and Wine Store Sampling
- Bring Your Own
- Cocktails To Go
- Hotel / Motel
- Liquor Store
- Liquor Store Sampling
- Microbrewery
- Restaurant
- Restaurant Growler

PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ITEM #: 4.
DATE: 01/26/2026
AI #:3044

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CUTTING EDGE AT HOLIDAY INN**

STAFF PRESENTER(S): Jasmine Pernicano, City Clerk

OTHER PRESENTER(S):

Andrea Lewkowitz, Agent

SUMMARY

Andrea Lewkowitz, Agent for Cutting Edge at Holiday Inn, has submitted an application for a Series 12 (Restaurant) liquor license for the location at 1188 N. Dysart Rd., Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation of approval to the Arizona Department of Liquor Licenses and Control (DLLC) for consideration and issuance of the license.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Recommend approval of Application No. 368696 to the Arizona Department of Liquor Licenses and Control (DLLC) for a Series 12 (Restaurant) liquor license for Cutting Edge at Holiday Inn located at 1188 N. Dysart Rd., Goodyear, AZ 85395. (Jasmine Pernicano, City Clerk)

FISCAL IMPACT

In compliance with the Goodyear Municipal User Fee Schedule, the applicant submitted the required $635 administrative application fee.

BACKGROUND AND PREVIOUS ACTIONS

The City Clerk's office received a Series 12 (Restaurant) liquor license application on December 18, 2025, from the Arizona Department of Liquor Licenses and Control (DLLC) for Cutting Edge at Holiday Inn, represented by Agent Andrea Lewkowitz.

In accordance with A.R.S. §4-201(B), the public hearing notice was posted on December 19, 2025, at the establishment for the required 20-day period. This public posting allows individuals within a one-mile radius to submit written arguments for or against the issuance of the license. No public petitions or protests were received during the posting period. The application underwent internal review by the Police Department and Development Services Department, including Code Compliance, Building

and Planning & Zoning, with no objections reported. The application is included as Attachment A - DLLC Local Governing Body Report.

STAFF ANALYSIS

The requested Series 12 license is designated for restaurants and is non-transferable. It grants on-sale retail privileges for all types of spirituous liquor consumed on the premises, provided the establishment derives at least 40% of its gross revenue from food sales.

State regulations (A.R.S. §4-207) prohibit liquor licenses within 300 feet of licensed childcare facilities or K-12 schools; the proposed location complies with this requirement. A One-Mile Report and Evaluation Map is included as Attachment B, showing existing liquor licenses and four K-12 schools within that radius.

DLLC requires key personnel (owners, agents, managers involved in daily operations) to complete state-approved management training. The applicant confirms the owner and manager have completed the Title 4 Basic & Management training. Operationally, a manager will be onsite at all times, staff will monitor guest consumption, and a valid ID will be required from anyone appearing to be under the legal drinking age.

The City Council's recommendation will be forwarded to the DLLC for consideration.

Attachments

Attachment A - DLLC Local Governing Body Report

Attachment B - One-Mile Report and Evaluation Map

Received by the Goodyear City Clerk's Office Thursday, December 18, 2025.

State of Arizona
Department of Liquor Licenses and Control

Created 12/18/2025 @ 03:30:08 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	CUTTING EDGE AT HOLIDAY INN		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	1188 N DYSART ROAD 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

60th 2-16-26

Name:	1188 N DYSART ROAD LLC
Contact Name:	ANDREA LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	R18430600 State of Incorporation: DE
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(623)547-1313
Alt. Phone:	(602)200-7222
Email:	ANDREA@LEWKLAW.COM

Officers / Stockholders

Name:	Title:	% Interest:
BYRD ENTERPRISES OF ARIZONA INC	Member,Stockholder	100.00

1188 N DYSART ROAD LLC - Member,Stockholder

Name:	BYRD ENTERPRISES OF ARIZONA INC
Contact Name:	BYRD ENTERPRISES OF ARIZONA INC
Type:	CORPORATION
AZ CC File Number:	07631917 State of Incorporation: AZ
Incorporation Date:	
Correspondence Address:	2000 N LITCHFIELD ROAD GOODYEAR, AZ 85395 USA
Phone:	(623)547-1313
Alt. Phone:	(602)200-7222
Email:	

BYRD ENTERPRISES OF ARIZONA INC - Director,Sec/Treas,cooM DIRECTOR

Name:	KEVIN WAYNE MANSHIP
Gender:	Male
Correspondence Address:	33 GRIFFITH ROAD GREENWOOD, IN 46143 USA
Phone:	(623)547-1313
Alt. Phone:	(317)710-4393
Email:	

JONATHAN E BYRD FAMILY TRUST DTD 8/29/1999 - Trustee
JONATHAN E BYRD MARITAL TRUST DTD 8/29/1999 - Trustee
BYRD ENTERPRISES OF ARIZONA INC - Director,Pres

Name:	VIRGINIA BYRD
Gender:	Female
Correspondence Address:	4177 BILLINGSLY ROAD GREENWOOD, IN 40142 USA
Phone:	(623)547-1313
Alt. Phone:	(317)881-8888
Email:	

JONATHAN E BYRD FAMILY TRUST DTD 8/29/1999 - Secretary/Treasurer
JONATHAN E BYRD MARITAL TRUST DTD 8/29/1999 - Secretary/Treasurer

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Gender:	Male
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
Phone:	(317)710-4393
Alt. Phone:	(317)843-1234
Email:	KEVIN.MANSHIP@JONATHANBYRDS.COM

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Name:	JONATHAN E BYRD MARITAL TRUST DTD 8/29/1999
Contact Name:	JONATHAN E BYRD MARITAL TRUST
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USA
Phone: (623)547-1313
Alt. Phone: (602)200-7222
Email:

MANAGERS

Name: VIRGINIA BYRD
Gender: Female
Correspondence Address: 4177 BILLINGSLY ROAD
GREENWOOD, IN 40142
USA
Phone: (623)547-1313
Alt. Phone: (317)881-8888
Email:

****

Name: JESSICA JUNE SAUCEDA
Gender: Female
Correspondence Address: 2552 N RILEY ROAD
BUCKEYE, AZ 85396
USA
Phone: (623)547-1313
Alt. Phone: (623)536-4628
Email:

APPLICATION INFORMATION

Application Number: 368696
Application Type: New Application
Created Date: 11/10/2025

RV

QUESTIONS & ANSWERS

012 Restaurant

1) Are you applying for an Interim Permit (INP)?
   Yes
   What date are you taking ownership? Please upload the Interim Permit Notary page when you reach the upload page.
   11/10/2025
2) Are you one of the following? Please indicate below.
   Property Tenant
   Subtenant
   Property Owner
   Property Purchaser
   Property Management Company
   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.
   FIRST INTERNATIONAL BANK AND TRUST
   $15,602,856.04
   PO BO 1240 MINOT, ND 58702-1240
6) Are there walk-up or drive-through windows on the premises?
   No
7) Does the establishment have a patio?
   No
8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
   No
9) What type of business will this license be used for?
   RESTAURANT

DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MISCELLANEOUS	1188 N Dysart_Ownership Chart.pdf	11/10/2025
QUESTIONNAIRE	Cutting Edge_Agt Ctn - ADL.pdf	11/10/2025
QUESTIONNAIRE	Cutting Edge_Agt Quest - ADL.pdf	11/10/2025
RECORDS REQUIRED FOR AUDIT	Cutting Edge_Audit.pdf	11/10/2025
QUESTIONNAIRE	Cutting Edge_CP Q - Kevin.pdf	11/10/2025
QUESTIONNAIRE	Cutting Edge_CP Q - Virginia.pdf	11/10/2025
DIAGRAM/FLOOR PLAN	Cutting Edge_Diagram.pdf	11/10/2025
INTERIM PERMIT NOTARY PAGE	Cutting Edge_INP (not signed).pdf	11/10/2025
RESTAURANT OPERATION PLAN	Cutting Edge_ROP.pdf	11/10/2025
MENU	Menu_Nov 4 25.pdf	11/10/2025
	Cutting Edge_INP (not signed).pdf	12/11/2025
	Cutting Edge_Req for I.P..pdf	12/11/2025

State of Arizona
Department of Liquor Licenses and Control

Created 12/18/2025 @ 03:27:24 PM

Local Governing Body Report

LICENSE

Number:	INP070036248	Type:	INP INTERIM PERMIT
Name:	CUTTING EDGE AT HOLIDAY INN		
State:	Active		
Issue Date:	12/18/2025	Expiration Date:	03/14/2026
Original Issue Date:	12/18/2025		
Location:	1188 N DYSART ROAD 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

60th 2-16-26

Name:	1188 N DYSART ROAD LLC
Contact Name:	ANDREA LEWKOWITZ
Type:	LIMITED LIABILITY COMPANY
AZ CC File Number:	R18430600 State of Incorporation: DE
Incorporation Date:	
Correspondence Address:	2600 N CENTRAL AVENUE #1775 PHOENIX, AZ 85004 USA
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#1775
PHOENIX, AZ 85004
USA
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Alt. Phone: (317)843-1234
Email: KEVIN.MANSHIP@JONATHANBYRDS.COM

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Name: VIRGINIA BYRD
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Phone: (623)547-1313
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****

Name: JESSICA JUNE SAUCEDA
Gender: Female
Correspondence Address: 2552 N RILEY ROAD
BUCKEYE, AZ 85396
USA
Phone: (623)547-1313
Alt. Phone: (623)536-4628
Email:

APPLICATION INFORMATION

Application Number: 368698
Application Type: New Application
Created Date: 11/10/2025

QUESTIONS & ANSWERS

INP Interim Permit

1) Enter License Number currently at location 01207002399Y

2) Is the license currently in use?

3) Submit the interim permit section of the license series application you are applying for when you reach the upload page. Yes

Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY
INP number:
Date Approved:
Expiration:
LC:

INTERIM PERMIT (INP)
NOTARY PAGE

$100.00 INTERIM PERMIT APPLICATION FEE

25 12 15 Liq. Dept Rec'd

SECTION 5, PAGE 2, of the license application

For approval of an interim permit:

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

1. Enter license number currently at the location: 012070023994

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

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

Signature: _____

State of _____

County of _____

Signed before me on this _____ day of _____, 20_____

Notary Signature _____

My commission expires on _____ day of _____, 20_____

Notary Seal

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

'25 12 15 Liq. Dept #1 2:33

December 2, 2025

Arizona Dept. of Liquor Licenses & Control
800 W. Washington Street, 5th Floor
Phoenix, AZ 85007

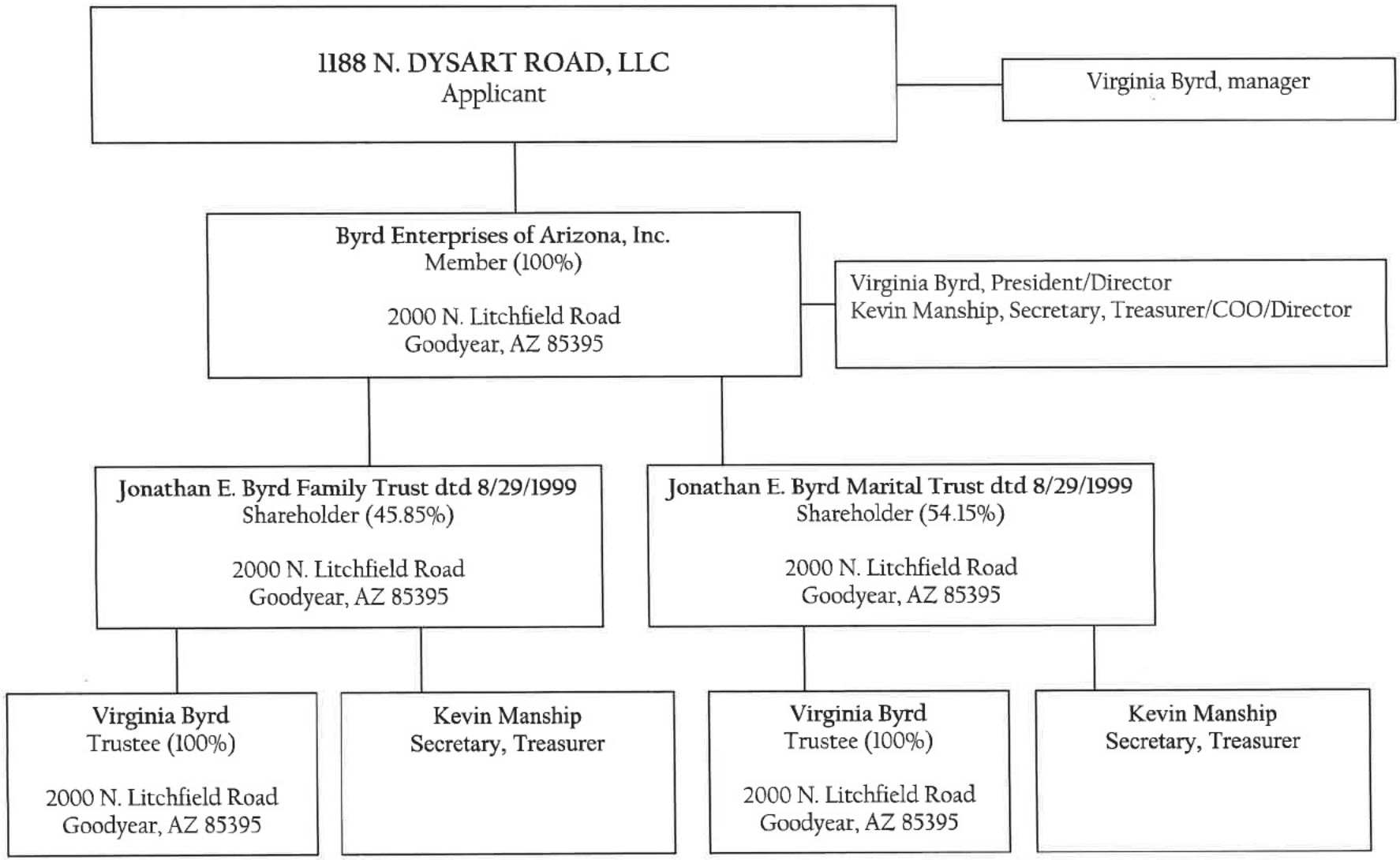
Re: 1188 N. Dysart Road, LLC | Job #368696
Request for interim permit liquor license

Dear Sir or Madam:

Applicant 1188 N. Dysart Road, LLC, a Delaware limited liability company, owns the real property and improvements at 1188 North Dysart Road in Goodyear Arizona. Its previous tenant, Tacos Barbon LLC, held Arizona liquor license no. 012070023994 on a portion of the property but recently vacated the space. Applicant requests an interim permit be issued in place of the current series 12 license.

1188 N. Dysart Road, LLC
a Delaware limited liability company

Virginia B Byrd Electronic Signature 12/7/25
Virginia Byrd, *Manager*


1188 N. DYSART ROAD, LLC
Applicant
Virginia Byrd, manager
Byrd Enterprises of Arizona, Inc.
Member (100%)
2000 N. Litchfield Road
Goodyear, AZ 85395
Virginia Byrd, President/Director
Kevin Manship, Secretary, Treasurer/COO/Director
Jonathan E. Byrd Family Trust dtd 8/29/1999
Shareholder (45.85%)
2000 N. Litchfield Road
Goodyear, AZ 85395
Jonathan E. Byrd Marital Trust dtd 8/29/1999
Shareholder (54.15%)
2000 N. Litchfield Road
Goodyear, AZ 85395
Virginia Byrd
Trustee (100%)
2000 N. Litchfield Road
Goodyear, AZ 85395
Kevin Manship
Secretary, Treasurer
Virginia Byrd
Trustee (100%)
2000 N. Litchfield Road
Goodyear, AZ 85395
Kevin Manship
Secretary, Treasurer

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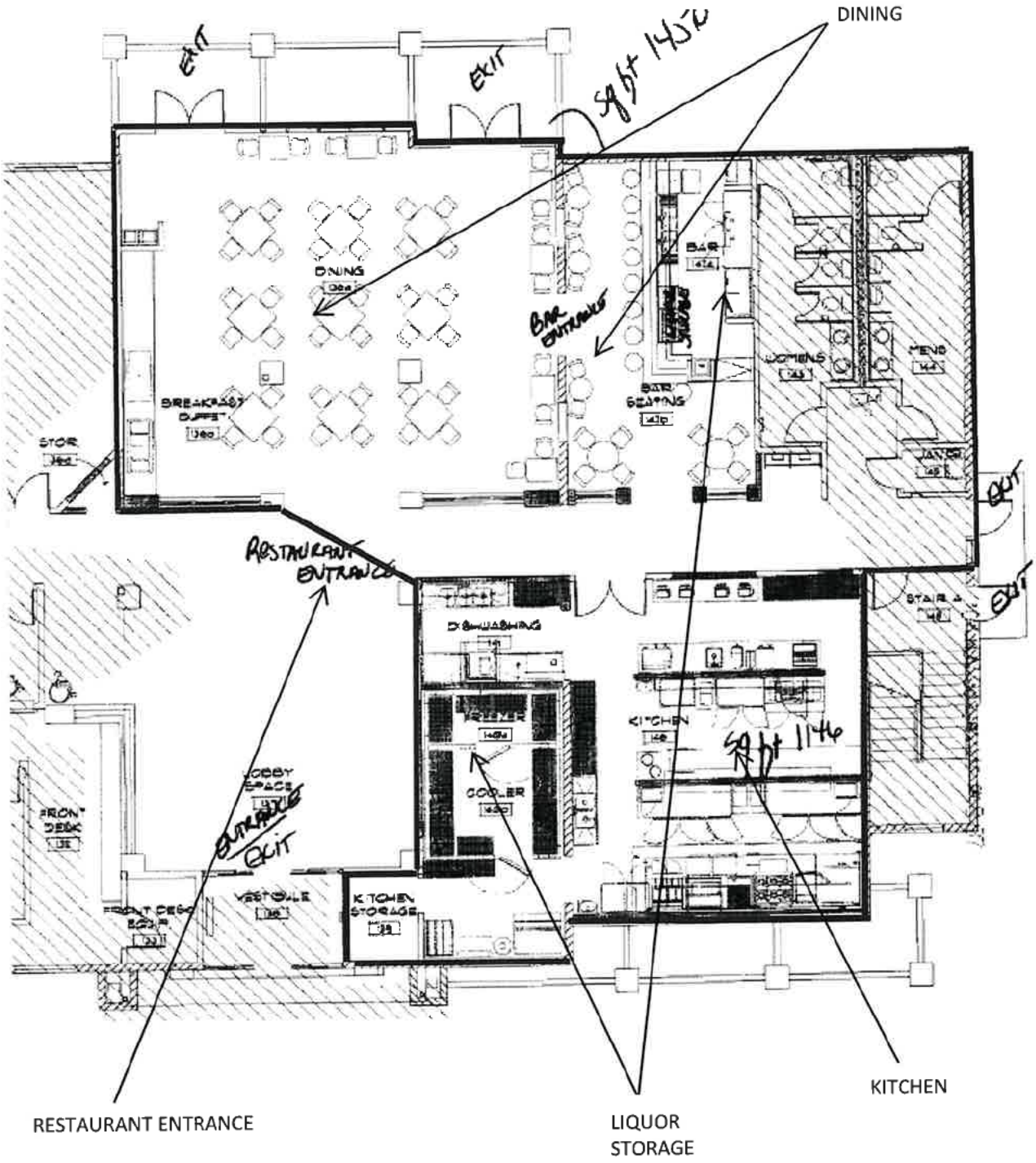
Cutting Edge at Holiday Inn
1188 N. Dysart Road
Goodyear, AZ 85395
2,596 SF



Arizona Department of Liquor Licenses and Control
https://www.azliquor.gov
(602) 542-5141

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DLLC USE ONLY

Job #:	368696
Date Accepted:	
LC:	RV
License #:	

RESTAURANT OPERATION PLAN

RESTAURANT SERIES 12 AND HOTEL/MOTEL SERIES 11 ONLY

1. Name of restaurant (Please print): CUTTING EDGE AT HOLIDAY INN

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

LIST ONLY THE FOLLOWING - NO ATTACHMENTS

Grill	(1) GAS CHAR BROILER (MONTAK) | (1) GAS GRIIDDLE (MONTAK)
Oven	(1) SOUNTHBEND RANGE/OVEN
Freezer	PREP COOLER (TURBO AIR)
Refrigerator	REACH-IN REFRIGERATOR (TRUE)
Sink	HAND SINKS
Dish Washing Facilities	DISHWASHER / 3-COMPARTMENT SINK
Food Preparation Counter (Dimensions)	SANDWICH/SALAD PREP TABLES | STEAM TABLE (DUKE)
Other	ICE MACHINE (HOSHIZAKI)

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.) 45 %

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?) 10 % .

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

a) Restaurant dining area of your premises: **(DO NOT INCLUDE PATIO SEATING)** [70]

b) Bar area [+ 22]

TOTAL [= 92]

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

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

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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.)

4 - TV'S

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	3
Bartenders	2
Hostesses	1
Managers	1
Servers	1
Other ( )	
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: _____

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

'25 11 18 Liqr. Dept AM 9:59

COCKTAILS

Passionfruit Martini $12
Absolut Vodka, Pineapple Juice, Passionfruit Puree (240 cal)

Cucumber Basil Smash $12
Beefeater Gin, Fresh Cucumber & Basil, Lemon Juice (240 cal)

The Eastwood $10
Redemption Rye Whiskey, Sweet Vermouth, Orange Bitters (240 cal)

Jack® & Coke® with Cherry $12
Jack Daniels Whiskey, Black Cherry Puree, Coca Cola (240 cal)

Old Fashioned $12
Four Roses Bourbon, Simple Syrup, Angostura Bitters, Orange Peel (240 cal)

Mule $15
Smirnoff Vodka or Four Roses Bourbon, Ginger Beer, Fresh Lime Juice (240 cal)

Margarita $10
Corazón Blanco Tequila, Cointreau, Fresh Lime Juice, Agave Nectar (240 cal)

BEERS

DRAFT:

Bud Light (192 cal) $6
Blue Moon (228 cal) $6
Dos Equis Mexican Lager (130 cal) $8
Voodoo Ranger IPA (220 cal) $8

DOMESTIC & IMPORT:

White Claw Hard Seltzer (100 cal) $9
Miller Lite (110 cal) $9
Heineken 0.0 (Non-alcoholic) (69 cal) $9
Stella Artois (150 cal) $9

CRAFT:

Kona Big Wave Golden Ale (132 cal) $9
Sam Adams Seasonal (160+ cal) $9

Ask your server what's on tap!

WINE

105-225 cal per glass:	Glass/Bottle
Chardonnay Silver Gate, CA	$12/25
Moscato Seven Daughters, Italy	$12/25
Cabernet Sauvignon Silver Gate, California	$12/25
Pinot Noir Meomi, CA	$12/25

NON-ALCOHOLIC BEVERAGES

Coffee (0 cal) $4.50
Tea (0 cal) $4
Milk (130 cal) $3
Assorted Soft Drinks (0-160 cal) $4

HOURS
7 DAYS A WEEK 5:00PM TO 9:00PM

SHARE

Crispy Chicken Wings $14.50
10 wings with choice of Citrus Teriyaki, Buffalo, or Salt & Pepper (895-1020 cal)

Meat Lovers Flatbread $13.50
Chorizo, Bacon, Pepperoni, Mozzarella (895-1000 cal)

Doritos™ Nachos $14.50
Nacho Cheese Doritos™, Black Beans, Queso, Pickled Onion, Pico, Crema, Cilantro (1270-1445 cal)
Add Roasted Chicken (140 cal) +$8.50

Margherita Flatbread $11.50
Mozzarella, Parmesan, Tomato, Marinara, Basil, Balsamic Drizzle (680 cal)

TOSS

Caesar Salad $11.50
Romaine, Parmesan Crisp, Caesar Dressing (425 cal)

Southwest Salad $13.50
Romaine, Fire Roasted Corn, Black Beans, Cheddar Jack, Pickled Red Onion, Avocado, Jalapeno Ranch (740 cal)

Plus-Ups:

Roasted Chicken (140 cal)	+$8.50
Salmon (350 cal)	+$10.50
Fried Chicken (815 cal)	+$8.50

SAVOR

All American Burger* $16.50
Angus Beef, Lettuce, Tomato, Onion, Pickle (345-1225 cal)
Served with House-Seasoned Fries

Plus-Ups:

Double Patty (300 cal)	+$6.50	Cheese (90 cal)	+$2
Bacon (220 cal)	+$4.50	Avocado (160 cal)	+$3.50

Spicy Chicken Bacon Ranch $14.50
Fried or Roasted Chicken, Brioche Bun, Bacon, Tomato, Romaine, Jalapeno Ranch (1280 cal)
Served with House-Seasoned Fries - Non-spicy upon request

Sweet Soy Salmon* $24.50
Yellow Rice, Roasted Broccoli, Sweet Soy Glaze (980 cal)

COMPLEMENT

House Fries (425 cal) $5.50
Side Salad (170 cal) $5.50
Roasted Broccoli (85 cal) $5.50

INDULGE

Blueberry Cheesecake $10.50
Crumbled Topping, White Chocolate, Lemon Curd (765 cal)

Vegetarian Gluten Free

*NOTICE: Consuming raw or undercooked meats, poultry, seafood, shellfish, or eggs may increase your risk of a food borne illness, especially if you have certain medical conditions. WARNING: Certain foods and beverages sold or served here can expose you to chemicals including acrylamide, in many kind of baked foods and mercury in fish, which are known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov/restaurant. We avoid gluten-containing ingredients when making our gluten-sensitive items. Our kitchen is not gluten-free. Cross-contact with other food items that contain gluten is possible. We are providing calorie information in a courtesy. Occasionally, menu items may be changed or substituted due to availability or supply chain issues.

PICK-UP SERVICE
Dial Ext. 150

HOLIDAY INN MENU

BREAKFAST - $8.00 PER PERSON

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BREAKFAST BUFFET MENU

HOT FOODS

- Thick Cut Bacon
- Cage Free Scrambled Eggs
- Turkey Sausage
- Herb Breakfast Potatoes
- French Toast
- Regional Favorite

FROM THE BAKERY

- Artisanal White, Wheat, and Specialty Bread
- Fresh Baked Muffins, Pastries, and All-Butter Croissants

LIGHT BIGHTS

- Greek Yogurt
- Quaker Oatmeal and Toppings
- Fresh Cut Melon and Seasonal Berries
- Cereal

BEVERAGES

- Decaf and Regular Coffee
- Milk and Dairy Free Milk Alternative
- Simply Orange Juice
- Water

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(602) 542-5141

DLLC USE ONLY	
Job #:	3686916
Date Accepted:	
LC:	RV
License #:	

RECORDS REQUIRED FOR AUDIT
RESTAURANT/HOTEL/MOTEL

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): CUTTING EDGE AT HOLIDAY INN
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)542-2999

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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 workday)

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 that 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(M)
For the purpose of this section:

Restaurant: an establishment that derives **at least forty percent (40%)** of its gross revenue from the sale of food

Gross revenue: 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.

Declaration:

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

Signature: _____

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

Liquor Licenses within One Mile – Cutting Edge at Holiday Inn

Applicant Address: 1188 N. Dysart Rd., Goodyear, AZ 85395

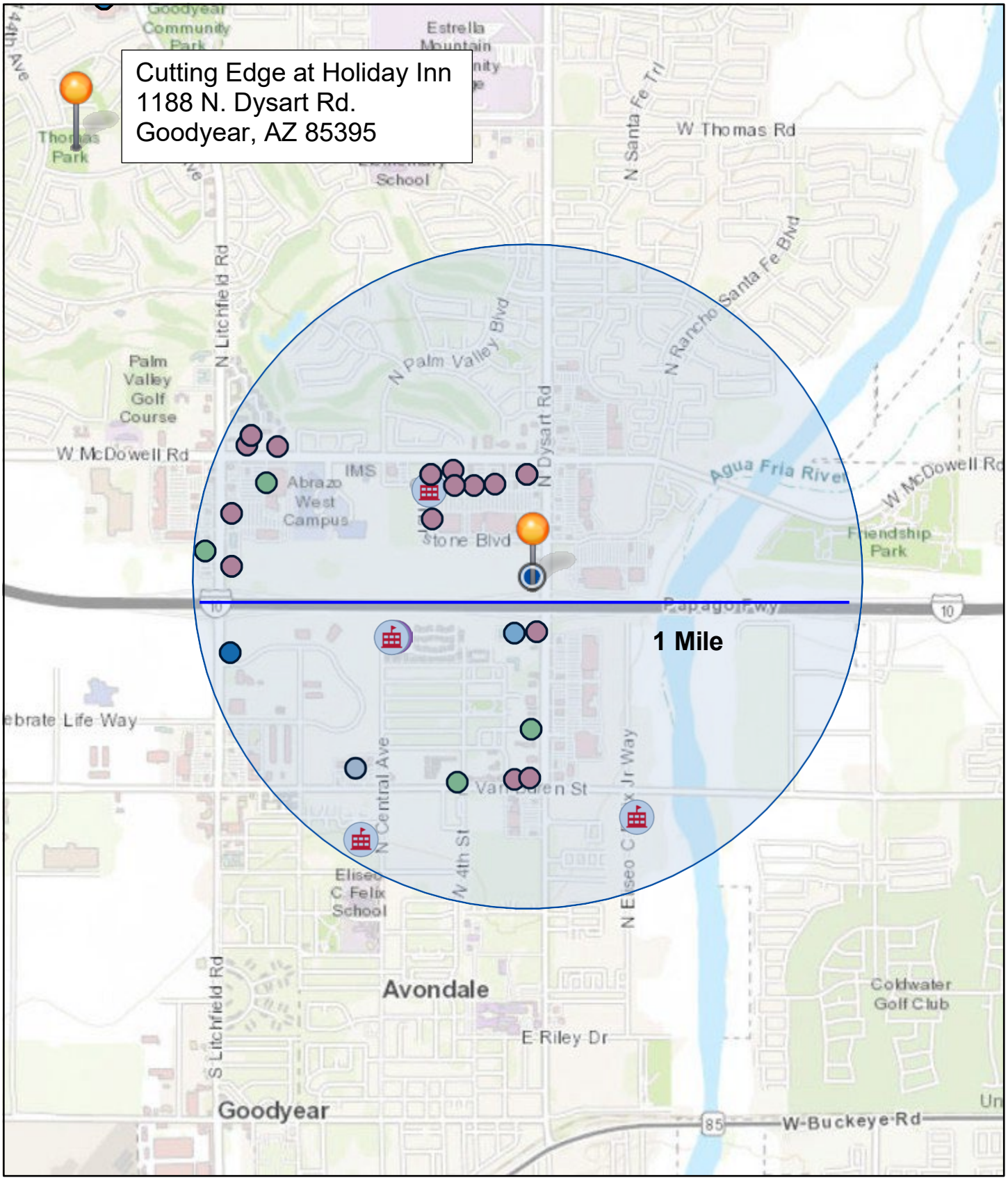
Liquor Establishments			
Business Name	**Address**	**Distance from Applicant Address**	**License Series**
TACOS BARBON	1188 N DYSART RD.	10.91 ft.	12, COO
BLACK BEAR DINER #44	980 DYSART RD.	884.41 ft.	12
CROSSRD.S LOUNGE	950 N DYSART RD.	951.02 ft.	6
NAKAMA SUSHI RESTAURANT & LOUNGE	13215 W MCDOWELL RD. -3	1575.40 ft.	12
TOMO JAPANESE CUISINE	1550 N DYSART RD. A8 A9	1,633.33 ft.	12
DINO'S GREEK & ITALIAN	1550 N DYSART RD.	1,633.33 ft.	12
OCHO RIOS JERK SPOT	13291 W MCDOWELL RD E-7	1,708.89 ft.	12
CHUCK E CHEESE #202	13371 W MCDOWELL RD.	1,845.63 ft.	12
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL RD.	1,897.41 ft.	12
BUFFALO WILD WINGS	13311 W MCDOWELL RD.	2,094.80 ft.	12
HAPPY CATS SMOKE AND VAPE	13375 W MCDOWELL RD.	2,287.15 ft.	10
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL RD.	2,287.15 ft.	12
QUIKTRIP #446	550 N DYSART RD.	2,423.00 ft.	10
MARISCOS CAMARON PELAO	350 N DYSART RD.	3,196.09 ft.	12
COUNTRY GRIDDLE	330 N DYSART RD.	3,231.94 ft.	12
GOODYEAR FOOD STORE	13310 W VAN BUREN ST.	3,485.29 ft.	10
EDGE BARBER SHOP	13560 W VAN BUREN ST.	4,136.87 ft.	UNL
TARGET #1242	1515 N LITCHFIELD RD.	4,501.40 ft.	10
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL RD.	4,558.62 ft.	12
CRACKER BARREL #277	1209 N LITCHFIELD RD.	4,794.40 ft.	12
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD RD.	4,894.75 ft.	12
RUDY'S COUNTRY STORE & BAR B QUE	845 N LITCHFIELD RD.	4,961.42 ft.	7
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL RD.	5,008.52 ft.	12
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL RD.	5,019.58 ft.	12
GUS'S NEW YORK PIZZA	13824 W MCDOWELL RD.	5,019.58 ft.	12
CIRCLE K STORE #9177	1264 N LITCHFIELD RD.	5,224.77 ft.	10

Schools		
Business Name	**Address**	**Distance from Applicant Address**
Estrella Day School	13385 W McDowell Rd.	2151.39 ft.
Victory Autism Academy	1781 N Central Ave.	2443.51 ft.
E-Institute At Avondale	1435 N Eliseo Felix Jr Way	4178.59 ft.
Avondale Middle School	1406 N Central Ave.	4993.41 ft.

Series Legend

Series 1 In-State Producer
Series 3 Microbrewery
Series 4 Wholesaler
Series 5 Government
Series 6 Bar (All Liquor)
Series 7 Beer & Wine Bar
Series 8 Conveyance
Series 9 Liquor Store (All Liquor)
Series 10 Beer & Wine Store
Series 11 Hotel-Motel
Series 12 Restaurant
Series 13 Domestic Farm Winery
Series 14 Private Club
Series 15 Special Event Liquor
Series 16 Wine Festival

Liquor License Evaluation Map



12/19/2025, 9:45:44 AM

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0 0.35 0.7 1.4 km

Liquor Licenses

- Bar
- Beer and Wine Bar
- Beer and Wine Store
- Bring Your Own
- Co-Ops
- Cocktails To Go
- Liquor Store
- Liquor Store Sampling
- Restaurant
- Other

PHX GIS, City of Goodyear, Bureau of Land Management, Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA

ITEM #: 5.
DATE: 01/26/2026
AI #:3012

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

SUMMARY

Approve Budget Amendments.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

Approve budget amendments, related expenditure authority, and the administrative award authority for expenditures exceeding $500,000. (Ryan Bittle, Finance Manager)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Budget amendments requiring City Council approval are presented as necessary throughout the year. The FY2026 expenditure limitation budget was adopted on June 9, 2025, and the FY2026 Expenditures for Administrative Award was approved on May 19, 2025.

STAFF ANALYSIS

Budget transfers are permitted by Arizona Revised Statute 42-17106(B), which provides authorization for cities and towns to exceed expenditures in a budget item after final adoption of a city/town budget by transferring appropriations between budget items. All budget transfers are completed within city policy established by Resolution 2022-2256. Review of budget transfers keeps the Council and public informed about the city's current fiscal year revenues and expenditures. Attachment A provides the Budget Amendment Report and any applicable revisions to the FY2026 Expenditures for Administrative Award.

Attachments

Attachment A - Budget Amendment Report

City Council - Budget Amendments Report - FY2026

Council Agenda Date: 1/26/2026

Date	Transfer Journal No.	Reason Needed	Amount	Ultimate Fund(s) Affected; Explanation	Funding From	Funding To
12/15/2025	610	Sewer repair needed at PD substation. Discovered during FS182 renovation project. Requesting 1-time dollars to do this work.	$400,000		Unallocated Fund Balance	PW General Fund 1-Time
12/19/2025	799	ReOrg. Moving Mailroom from Finance to CMO	$53,600		Finance Ongoing and 1-Time	CMO Ongoing and 1-Time
1/5/2026	35	Requesting Budget Authority to cover Ballpark Flood event in our risk fund. We anticipate insurance to reimburse us >$800k.	$1,075,000		Unallocated Fund Balance	Risk Fund

FY2026 Expenditures for Administrative Award (If Applicable)

Department Name

Reference	Project No.	Description	Current Amount	Proposed Increase/(Decrease)	Revised Amount
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -
			$ -	$ -	$ -

ITEM #: 6.
DATE: 01/26/2026
AI #:3054

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR RIGHT-OF-WAY ASSISTANCE FOR ROADWAY IMPROVEMENTS ON SARIVAL AVENUE (CIP PROJECT #42048)

STAFF PRESENTER(S): Logan Hopp, Deputy Director Engineering

SUMMARY

The Intergovernmental Agreement (IGA) with Maricopa County is for assistance with right-of-way acquisitions of properties from owners within unincorporated Maricopa County for traffic signal and roadway improvements, along Sarival Avenue from Yuma Road to Elwood Street.

STRATEGIC PLAN ALIGNMENT

INFRASTRUCTURE

RECOMMENDATION

Approve the IGA with Maricopa County for right-of-way assistance for roadway improvements on Sarival Avenue (CIP Project #42048), and providing authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Logan Hopp, Deputy Director of Engineering)

FISCAL IMPACT

Under the terms of the IGA, the city will be responsible for the acquisition costs of right-of-way that Maricopa County may acquire on behalf of the city; however the funding for real estate acquisition is already included in the approved budget for the CIP project.

BACKGROUND AND PREVIOUS ACTIONS

At the December 12, 2022 regular meeting, Council authorized the expenditure of design funds for the Sarival Avenue (west half) Yuma Road to Elwood Street project (Project).
At July 8, 2024 regular meeting, Council authorized the acquisition of the right-of-way necessary for the Project by purchase, grant, or eminent domain with Resolution No. 2024-2419.
At the June 9, 2025 regular meeting, Council approved the execution of an IGA with Maricopa County for permitting, operations and maintenance for the Sarival Avenue widening project in Resolution No. 2025-2474, in addition to adopting Resolution No. 2025-2475, which approved CIP Project #42048.

STAFF ANALYSIS

The Sarival Avenue Widening project (CIP Project #42048) includes the proposed improvements of widening the west side of Sarival Avenue between Yuma Road and Elwood Steet, a new traffic signal at Yuma Road and Lower Buckeye, additional travel lanes, streetlights, and a raised median.

To accommodate these improvements, the city must acquire land rights from residents residing in unincorporated Maricopa County. City staff have been in contact with all impacted Maricopa County residents. Any offers that are presented and not resolved through negotiation with each resident would require condemnation. This agreement allows the city to proceed with condemnation efforts for property outside of city of Goodyear jurisdiction, with the support of Maricopa County for applicable condemnation cases in the County's jurisdiction. The city would be responsible for the costs of condemnation and the costs for Maricopa County staff time, if necessary.

Staff recommends approving the IGA with Maricopa County (Attachment A), which is needed to allow the CIP Project #42048 to acquire the necessary right-of-way and easements outside of city limits with the support of Maricopa County.

Attachments

Attachment A - IGA with Maricopa County

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR FOR RIGHT-OF-WAY ASSISTANCE FOR: ROADWAY IMPROVEMENTS: SARIVAL AVENUE, YUMA ROAD TO ELWOOD STREET PROJECT (42048)

(C-64-22-213-X-00)

This Intergovernmental Agreement (**Agreement**) is between the County of Maricopa, a political subdivision of the State of Arizona (**County**) and the City of Goodyear, an Arizona municipal corporation (**City**). County and City are collectively referred to in this Agreement as the **Parties** or individually as a **Party**.

STATUTORY AUTHORIZATION

1. A.R.S. § 12-1111(6) authorizes County to exercise the right of eminent domain to obtain property for roads and streets.

2. A.R.S. § 12-1111(6) authorizes City to exercise the right of eminent domain to obtain property for roads and streets.

3. A.R.S. § 11-951 et seq. authorizes public agencies to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.

BACKGROUND

4. City has designated Sarival Avenue as a minor arterial and has proposed to improve the west half of Sarival Avenue including improvements to the intersection at Lower Buckeye Road and Sarival Avenue (**Project**) from Yuma Road to Elwood Street (**Project Area**) pursuant to the approved plans for City's Capital Improvement Project. Portions of the Project Area are within unincorporated Maricopa County.

5. The City has authorized the acquisition of the right-of-way necessary for the Project by purchase, grant, or eminent domain in Resolution 2024-2419, passed and adopted on July 8, 2024.

6. County will authorize the acquisition of the rights-of-way and appurtenant easements within unincorporated Maricopa County necessary for the Project by purchase, grant, or eminent domain pursuant to Road File No A0755 which is scheduled to be heard and approved at the February 25th, 2026, Board of Supervisor's Meeting.

7. City plans to construct the Project in Fiscal Year 2026 and to annex or accept the transfer of the Project Area located within unincorporated Maricopa County upon acquisition of all Project rights-of-way (existing and acquired) within unincorporated Maricopa County.

8. City is to be lead agency on acquiring all permanent and temporary land rights from property owners for the Project.

9. Each Party has determined that acquisition of additional property to allow for the completion of the Project is for the benefit of the public.

PURPOSE OF THE AGREEMENT

10. The purpose of this Agreement is to identify and define the responsibilities of each Party for right-of-way acquisitions related to the Project.

11. The City, in consultation with and approval from the County, will retain Outside Counsel to represent the Parties as necessary to acquire properties from owners within unincorporated Maricopa County for the Project. Each Party agrees that the retained Outside Counsel will jointly represent the City and the County with respect to the acquisition of acquired properties from owners within unincorporated Maricopa County.

TERMS OF THE AGREEMENT

12. County responsibilities:

12.1 Maricopa County Real Estate Department (**MCRED**) staff will review City's proposed project scope to ensure understanding of the Project and how it impacts unincorporated Maricopa County residents. A MCRED representative may attend Project meetings and public meetings as requested by City.

12.2 Permit Outside Counsel retained in accordance with this agreement to jointly represent the County and City in the acquisition of the rights of way required for the Project upon City's request (**ROW Assistance)** and if Outside Counsel determines it to be necessary, execute a Joint Representation Agreement for the acquisition of properties under this Agreement.

12.3 When a property to be acquired extends into both City and County jurisdiction, County and City shall confer and attempt to develop a plan whereby all the needed property can be acquired in a single action, rather than have separate litigation proceed at the same time against the same owner.

12.4 If City is unsuccessful in acquiring the required right-of-way by agreement from an owner, Outside Counsel, under the joint direction of City and County, may proceed to acquire the property by the power of eminent domain with County named as plaintiff with the following stipulations:

a. County will communicate with City and Outside Counsel appointed to represent the County in the acquisition of the property.

b. Outside Counsel shall keep County and City apprised of the status of each condemnation action for which Outside Counsel has been retained pursuant to this Section 12.4. Status updates should occur monthly and be sent via email to MCRED Director and MCRED ROW Supervisor.

c. Outside Counsel shall communicate directly with the Maricopa County Attorney's Office (**"MCAO**") and the City Attorney's office concerning the status of any condemnation action and shall provide the MCAO and City Attorney or designee an opportunity to review and comment on a draft of the complaint and any amendments to the complaint or other filing.

d. Outside Counsel shall copy the MCAO and the City Attorney or designee on significant pleadings filed in the case, including the complaint, answer, status reports, scheduling orders, motions, responses and similar briefs, as well as copies of any significant rulings from the Court.

e. The joint defense and common interest privileges shall apply to all communications between MCAO and the City Attorney's office concerning any condemnation action filed or contemplated to be filed under this Agreement.

12.5 Invoice City, based on supporting documentation, monthly for County employees' time spent on tasks that directly relate to the Project.

12.6 Issue all necessary permits to City for the Project, and related work conducted within the County's jurisdictional boundaries, at no cost to City.

13. City responsibilities:

13.1 Provide remote meeting options for City's Project Meetings to facilitate attendance by MCRED team members. The City will offer Microsoft TEAMS as its remote meeting option.

13.2 Perform all duties as the lead agency for the Project, including without limitation, responsibility and liability for the design, all activities necessary to complete the acquisition of right-of-way, contracting with consultants and appraisers, utilities and utility relocation, construction and construction management, inspection, operation, maintenance, and all aspects of the Project.

13.3 Obtain County approval for the retention of Outside Counsel to represent the City and County in acquiring any property needed for the Project not acquired by agreement and, if Outside Counsel determines it to be necessary, execute a Joint Representation Agreement for the acquisition of properties under this Agreement. The City shall direct, administer, and pay for all costs arising out the acquisition and condemnation of the Project properties, including all fees and expenses of Outside Counsel. Outside Counsel shall invoice City for services rendered monthly in accordance with City guidelines for outside legal representation and the City will pay such invoices directly to Outside Counsel.

13.4 Provide draft copies of all settlement agreements and stipulated judgments to MCAO and MCRED ROW Supervisor for their review/comment period. All settlement agreements and stipulated judgements are subject to approval by the Maricopa County Board of Supervisors.

13.5 Provide MCRED ROW Supervisor with a project status on a quarterly basis.

13.6 Initiate the annexation or transfer of the Project right-of-way within six (6) weeks of having completed all acquisitions/obtained final judgments needed for the Project within unincorporated Maricopa County. Prior to adopting the ordinance for the area to be transferred/annexed, the City shall submit to MCRED, for review and approval, a draft ordinance with a legal description and exhibit defining the exterior boundary of the area to be transferred. The transfer of right-of-way from County to City shall be accomplished using a form approved by MCRED.

13.7 Perform its responsibilities in accordance with Federal Highway Administration (FHWA)/Arizona Dept. Of Transportation (ADOT) requirements and comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

GENERAL TERMS AND CONDITIONS

14. The Parties mutually consent to the transfer of the Project right-of-way when completed and shall fully cooperate to the extent permitted by law to achieve said transfer under A.R.S. § 9-471(O) pursuant to the procedures outlined in Section 13.6 above.

15. To the extent permitted by law, each Party will indemnify, defend and save the other Party, as well as its departments, agencies, officers, employees, elected officials, and/or agents, harmless from and against all loss, expense, damage or claim of any nature whatsoever, including without limitation all injuries or death of persons or damages to or destruction of property, which is caused by any activity, condition, or event arising out of the performance or nonperformance under this Agreement by the indemnifying Party. Indemnification shall not extend to any loss, expense, damage or claim caused or contributed to by the gross negligence or willful acts of the other Party. The obligation to indemnify shall include all costs, expenses of litigation, and reasonable attorneys' fees.

16. This Agreement shall become effective as of the date it becomes fully executed. The term of this agreement shall be for ten (10) years after the effective date or until all existing and acquired land rights within unincorporated Maricopa County have been transferred to the City, whichever occurs first. The Parties may extend the term for additional periods, up to ten (10) years each, by written agreement signed by both parties. Any Party may terminate this Agreement upon furnishing the other Party with a written notice at least thirty (30) days prior to the effective termination date, provided however if any acquisition of real property is in process under this Agreement or Outside Counsel has been retained, this Agreement may only be terminated by mutual written agreement of the Parties that addresses: (i) how the acquisition of real property will be completed; (ii) how representation of the Parties will be continued and/or terminated; and (iii) what the respective responsibilities of County and City will be in relation thereto.

17. This Agreement may only be amended upon written Agreement by both Parties.

18. This Agreement is subject to the provisions of A.R.S. § 38-511.

19. The Parties warrant they are following A.R.S. § 41-4401 and further acknowledge that:

19.1 Any contractor or subcontractor who is contracted by a Party to perform work on the Project shall warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214(A), and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.

19.2 Any breach of the warranty shall be deemed a material breach of contract that is subject to penalties up to and including termination of the Agreement.

19.3 The Parties retain the legal right to inspect the papers of any contractor or subcontractor employee who works on the Project to ensure that the contractor or subcontractor is complying with the warranty above and that the contractor agrees to make all papers and employment records of said employee available during normal working hours in order to facilitate such an inspection.

19.4 Nothing in this Agreement shall make any contractor or subcontractor an agent or employee of the Parties to this Agreement.

20. The Parties warrant that neither of them nor any contractor or vendor under contract to provide goods or services toward the accomplishment of the objectives of this Agreement is suspended or debarred by any federal agency which has provided funding that will be used in the Project.

21. Any non-performance shall be a default under this Agreement (**Default**). The non-defaulting Party may seek appropriate remedy for Default if the event causing the Default continues for a period of thirty (30) days after the defaulting Party receives written notice of such failure without the Default having been cured; provided however if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion, no recourse shall be available to the non-defaulting Party. The total aggregate cure period shall not exceed ninety (90) days unless the non-defaulting Party agrees in writing that additional time is reasonably necessary under all of the circumstances to cure such Default. In the event of a Default that is not cured as provided for herein, the non-defaulting Party, at its option, may exercise any remedies now or hereafter available to it at law or in equity, including the right to terminate this Agreement.

22. All notices required under this Agreement shall be given in writing sent to:

Maricopa County Real Estate Department
Attn: Director
2801 W. Durango Street
Phoenix, Arizona 85009
Alex.smith@maricopa.gov

The City of Goodyear
Attn: City Attorney's Office
Legal Services Department
1900 N. Civic Square
Goodyear, AZ 85395

and to:

The City of Goodyear
Attn: Real Estate Supervisor
Engineering Department
1900 N. Civic Square

A Party may by written notice to the other specify a different address for notice.

All notices required or permitted by this Agreement or applicable law may be delivered in person (by hand or courier) or may be sent by regular, certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by commercial delivery service that guarantee next day delivery and shall be deemed sufficiently given if served in a manner specified in this paragraph. Any notice sent by certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail, the notice shall be deemed given 72 hours after the notice is addressed as required in this paragraph and mailed with postage prepaid. Notices delivered by United States Express Mail or commercial delivery service shall be deemed given 24 hours after delivery of the notice to the Postal Service or courier.

23. Performance under this Agreement is contingent upon any funding, other than in the current fiscal year, being budgeted and appropriated by the governing body of each in the then current fiscal year. Termination by either Party due to non-appropriation of funds shall not constitute a Default under this Agreement.

24. This Agreement and all Exhibits attached to this Agreement constitute the entire agreement between the Parties with respect to the subject matter of this Agreement. This Agreement shall be construed as a whole, in such a manner as to be valid under applicable law and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the Party drafting this Agreement. If any part of the Agreement is deemed invalid by a court of proper jurisdiction, the remainder of the Agreement shall remain in effect.

25. The Parties shall execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party under this Agreement.

26. This Agreement shall be governed by the laws of the State of Arizona. Venue for any claim arising out of or in any way related to this Agreement shall be in Maricopa County, Arizona.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

_____

Director of Real Estate Date

Approved and Accepted by:

_____

Chairman Date
Board of Supervisors

Attest by:

_____

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Deputy County Attorney, who has determined that it is in proper form and within the powers and authority granted to the Board of Supervisors under the laws of the State of Arizona.

_____

Deputy County Attorney Date

City of Goodyear, an Arizona municipal corporation

By: Wynette Reed Date
Its: City Manager

Attest:

Jasmine Pernicano, City Clerk Date

APPROVAL OF CITY ATTORNEY

The foregoing Agreement has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Counsel, who has determined that it is in proper form and within the powers and authority granted to the City of Goodyear under the laws of the State of Arizona.

City Attorney Date

ITEM #: 7.
DATE: 01/26/2026
AI #:2698

CITY COUNCIL ACTION REPORT

SUBJECT: **APPROVAL OF INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN WEST VALLEY AGENCIES FOR USE OF FIRE APPARATUS**

STAFF PRESENTER(S): Tim Wayne, Interim Fire Chief

SUMMARY

The Goodyear Fire Department seeks to enter into an Intergovernmental Agreement (IGA) with West Valley agencies to facilitate the ability to lend and borrow various fire apparatus and related emergency response equipment on an as-needed basis to benefit public safety.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Approve the IGA between West Valley Agencies, providing authorization and direction to the City Manager, or designee, to take actions and execute documents necessary to carry out the intent of the agreement. (Tim Wayne, Interim Fire Chief)

STIPULATIONS

The agreement specifies that the loaned equipment must be used exclusively for fire prevention, firefighting, and life-saving treatment and transportation. Both parties agree to operate in good faith when determining whether any damage to the equipment exceeds normal wear and tear. In addition, the borrowing partnering agency is responsible for all operating expenses related to its use, including fuel, oil, and other required operating costs.

FISCAL IMPACT

The Goodyear Fire department will be responsible for all operating costs of the loaned equipment for the duration of the occurrence, which may include fuel, oil, licenses, municipal licenses, and inspection fees (if applicable). The department will absorb costs within the normal budget.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire Department previously established a Use of Fire Apparatus IGA with the City of Phoenix Fire Department, which was approved Mayor and Council February 24, 2025.
This IGA will enhance operational readiness and service delivery of all participating jurisdictions by allowing for the temporary loan or deployment of apparatus during times of mechanical failure, maintenance, increased call volume, or special operations. The agreement promotes regional cooperation, resource efficiency, and continuity of service without compromising public safety. Participating agencies consist of Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District. Agencies named will maintain full ownership of their equipment, and the agreement outlines clear terms regarding usage, liability, insurance, maintenance responsibilities, and return conditions. This collaboration supports our commitment to proactive resource management and strengthens our collective ability to protect life and property throughout the region.

STAFF ANALYSIS

This agreement enhances regional emergency response capabilities, improve operational efficiency, and ensure the effective utilization of specialized resources during critical incidents, training events, or equipment shortfalls. The proposed IGA (Attachment A) establishes the terms, conditions, responsibilities, and procedures for the temporary loan, deployment, and return of apparatus among participating jurisdictions, promoting automatic aid and strengthening emergency response throughout the West Valley cities.

Attachments

Attachment A - IGA

INTERGOVERNMENTAL AGREEMENT BETWEEN AND AMONG THE ARIZONA FIRE & MEDICAL AUTHORITY, CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF EL MIRAGE, THE CITY OF GLENDALE, THE CITY OF GOODYEAR, THE CITY OF PEORIA, THE CITY OF SURPRISE, THE CITY OF TOLLESON, THE DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT, AND THE SUN CITY FIRE DISTRICT FOR USE OF FIRE APPARATUS

This Intergovernmental Agreement ("Agreement") is entered into as of the day and date set forth on the respective signature pages between and among the Arizona Fire & Medical Authority ("AZ Fire"), City of Avondale ("Avondale"), the City of Buckeye ("Buckeye"), the City of El Mirage ("El Mirage"), the City of Glendale ("Glendale"), the City of Goodyear ("Goodyear"), the City of Peoria ("Peoria"), the City of Surprise ("Surprise"), the City of Tolleson ("Tolleson"), the Daisy Mountain Fire and Medical District ("Daisy Mountain"), and the Sun City Fire District ("Sun City") (individually a "Lending Partnering Agency" or "Borrowing Partnering Agency" as applicable and as set forth in each Equipment Use Letter, collectively "Partnering Agencies" and also referred to as "Parties").

The Partnering Agencies are authorized and empowered by provisions of their respective city laws and A.R.S. §11-951 et seq to enter into this Agreement.

IN CONSIDERATION of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency which is acknowledged, the Parties agree as follows:

ARTICLE I. PURPOSE

The Partnering Agencies would like the ability to lend and borrow the use of various fire apparatus on an as-needed basis to benefit public safety.

ARTICLE II. STATEMENT OF SERVICES

1. Partnering Agencies agree to lend and borrow, the following described fire apparatus ("Loaned Equipment") AS IS:

- □ Engine(pumper)
- □ Ladder
- □ Ambulance
- □ other emergency response vehicle

2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Borrowing Partnering Agency shall be responsible for picking up the Loaned Equipment from the Lending Partnering Agency's designated facility and filling out the Equipment Use Letter "Exhibit A" attached.

3. Use. Borrowing Partnering Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention, firefighting, and life-saving treatment and transportation. Proper use shall be within the specifications set forth by the manufacturer(s) of the Loaned Equipment. Borrowing Partnering

Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. Lending Partnering Agency warrants to Borrowing Partnering Agency that Lending Partnering Agency is authorized to lend the Loaned Equipment to the Borrowing Partnering Agency as provided in this Agreement and Borrowing Partnering Agency warrants to Lending Partnering Agency that Borrowing Partnering Agency is authorized to borrow the Loaned Equipment from the Lending Partnering Agency as provided in this Agreement.

5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of the City or the name of the District of the Lending Partnering Agency and the Borrowing Partnering Agency shall have no right to use or possess the Loaned Equipment, except as set forth in this Agreement.

6. Repairs. Borrowing Partnering Agency shall not be responsible for damage caused from ordinary wear and tear. “Ordinary wear and tear” shall mean only the normal deterioration of the Loaned Equipment caused by ordinary, reasonable and proper use of the Loaned Equipment and within the specifications set forth by the manufacturer(s) thereof. The Borrowing Partnering Agency and the Lending Partnering Agency shall operate in good faith in determining what constitutes damage by use that is not “ordinary wear and tear.”

7. Operating Costs. Borrowing Partnering Agency shall pay all applicable operating costs necessary for its use of the Loaned Equipment, including the cost of fuel, oil, other necessary vehicular fluids (such as diesel exhaust fluid), licenses, license registration fees, municipal licenses and inspection fees.

8. Inspection. Lending Partnering Agency shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Borrowing Partnering Agency further agrees to comply with the inspection per the Lending Partnering Agency’s requirements and have the Loaned Equipment inspected per the Lending Partnering Agency’s requirements at such location as Lending Partnering Agency shall designate.

9. Alteration. Borrowing Partnering Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of Lending Partnering Agency. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the Lending Partnering Agency.

10. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Borrowing Partnering Agency shall return the Loaned Equipment to Lending Partnering Agency in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted

11. Warranty. Borrowing Partnering Agency acknowledges and agrees that Lending Partnering Agency makes no warranties whatsoever, either express or implied, including without limitation the Loaned Equipment’s merchantability or fitness for any particular purpose.

12. Notwithstanding any repossession or any other action which Lending Partnering Agency may take, Borrowing Partnering Agency shall be and remain liable for the full performance of all obligations on the part of Borrowing Partnering Agency to be performed under this Agreement. All of Lending Partnering Agency's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:

This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.

2. Termination and Cancellation:

2.1 Termination

Any Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Parties. The Parties acknowledge that this Agreement is subject to the cancellation by any Party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

2.2 Cancellation

Further, the Parties agree that a Lending Partnering Agency shall have the right to cancel a specific equipment use upon five (5) days prior written notice of cancellation of an Equipment Use Letter, if the Lending Partnering Agency's Fire Chief determines in his sole discretion that the Lending Partnering Agency has a need for the Loaned Equipment. Within five (5) calendar days of the Borrowing Partnering Agency's receipt of such a notice, the Borrowing Partnering Agency shall return the Loaned Equipment to the Lending Partnering Agency at its designated facility.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:

This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:

Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of any Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:

This Agreement and each Equipment Use Letter is intended by the undersigned Parties as the final expression of the applicable Parties agreement and are intended to be the complete and exclusive statement of the terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by all Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

No term or provision in this Agreement is intended to create a legal partnership, joint venture or agency arrangement between any of the Parties.

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by any Party without the prior written consent of all Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that no Party shall be deemed to be an employee or agent of any other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, none of the Partnering Agencies nor any of the Partnering Agencies' agents, employees or helpers will be deemed to be the employee, agent, or servant of any other Partnering Agency.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers'

compensation and related benefits. All Parties shall comply with the provisions of A.R.S. §23-1022(E) by posting the notice required.

10. Severability.

The provisions of this Agreement are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Agreement which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988. Upon request, the Lending Partnering Agency shall provide copies of any applicable drug free workplace policies enacted by the Lending Partnering Agency. A Party's failure to comply with the Drug Free Workplace Act of 1988 shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41- 4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Partnering Agencies are prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the Partnering Agencies shall agree that:

14.1 To the extent applicable by law, each subcontractor a Partnering Agency uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214.

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Partnering Agencies will have the legal right to inspect the papers of a Partnering Agency and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:
Upon cancellation or termination of this Agreement, each Party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. INSURANCE AND INDEMNIFICATION

1. Indemnification:
With respect to each Equipment Use Letter, each of the Borrowing Party Agency and the Lending Party Agency as set forth on the Equipment Use Letter (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officers, officials, employees and agents (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a claim or claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of the claim arising out of the Equipment Use Letter shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations under this Article V, Section 1 shall survive termination of this Agreement.

2. Insurance for Loaned Equipment:
Loaned Equipment shall be insured by the Lending Party Agency. Damage to the Loaned Equipment shall be covered by the Lending Party Agency's insurance. Any insurance that the Borrowing Partnering Agency may have is excess to that coverage provided by the Lending Party Agency and applicable only to liability to third parties arising out of the Borrowing Partnering Agency use of . the Loaned Equipment.

Scope and Limits of Insurance: Lending Partnering Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability and Physical Damage:
Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) $2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. Lending Partnering Agency does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Borrowing Partnering Agency from liabilities that might arise under this Agreement and Borrowing Partnering Agency is free to purchase such additional insurance as Borrowing Partnering Agency may determine to be necessary.

ARTICLE VI. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

Arizona Fire & Medical Authority
18818 N. Spanish Garden Drive
Sun City West, AZ 85375

Attn: Mark Burdick Arizona Fire & Medical Authority Fire Chief
Telephone: (623) 544-5400
Fax: (623) 544-5455
Email: MBurdick@AFMA.Az.gov

Avondale Fire & Medical Department
11465 W. Civic Center Dr.
Avondale, AZ 85323

Attn: Larry Rooney Avondale Fire Chief
Telephone: (623) 333-6000
Fax: (623) 333-0690
Email: lrooney@avondaleaz.gov

Buckeye Fire-Medical Department
21699 W. Yuma Rd, Suite 101
Buckeye, AZ 85326

Attn: Jake Rhoades Buckeye Fire Chief
Telephone: (623) 349-6700
Fax: (623) 349-6750
Email: jrhoades@buckeyeaz.gov

Daisy Mountain Fire and Medical District
41018 N. Daisy Mtn Drive
Anthem, AZ 85086

Attn: Brian Tobin Daisy Mountain Fire Chief
Telephone: (623) 456-7400
Email: brian.tobin@dmfd.org
Fax: N/A

El Mirage Fire-Medical Department
13601 N. El Mirage Rd
El Mirage, AZ 85335

Attn: Michael R. Long El Mirage Fire Chief
Telephone: (623) 251-3509
Email: mlong@elmirageaz.gov

Glendale Fire Department
11550 W. Glendale Ave
Glendale, AZ 85307

Attn: Ryan Freeburg Glendale Fire Chief
Telephone: (623) 930-4400
Email: rfreeburg@glendaleaz.com

Goodyear Fire Department
14455 W. Van Buren St., Suite E-102
Goodyear, AZ 85338

Attn: Paul Luizzi Goodyear Fire Chief
Telephone: (623) 882-7109
Email: Paul.Luizzi@goodyearaz.gov

Peoria Fire-Medical Department
8351 W. Cinnabar Ave
Peoria, AZ 85345

Attn: Gary Bernard Peoria Fire Chief
Telephone: (623) 773-7279
Email: gary.bernard@peoriaaz.gov

Sun City Fire and Medical Department
18602 N. 99th Ave
Sun City, AZ 85373

Attn: Rob Schmitz Sun City Fire & Medical Department Fire Chief
Telephone: (623) 974-2321
Email: schmitz@scfmd.az.gov

Surprise Fire-Medical Department
14250 W. Statler Plaza, Suite 101
Surprise, AZ 85374

Attn: Brenden Espie Surprise Fire Chief
Telephone: (623) 222-5000
Fax: (623) 222-5001

Tolleson Fire-Medical Department
203 N. 92nd Ave
Tolleson, AZ 85353

Attn: Michael Young Tolleson Fire Chief
Telephone: (623) 471-8914
Email: michael.young@tolleson.az.gov

2. Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Any Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Parties as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

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

[SIGNATURE PAGE TO FOLLOW]

ARIZONA FIRE & MEDICAL AUTHORITY

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
ARIZONA FIRE & MEDICAL AUTHORITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the Arizona Fire & Medical Authority granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
ARIZONA FIRE & MEDICAL AUTHORITY ATTORNEY

CITY OF AVONDALE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
AVONDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
AVONDALE CITY ATTORNEY

CITY OF BUCKEYE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
BUCKEYE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Buckeye granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
BUCKEYE CITY ATTORNEY

CITY OF EL MIRAGE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
EL MIRAGE CITY ATTORNEY

CITY OF GLENDALE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
GLENDALE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
GLENDALE CITY ATTORNEY

CITY OF GOODYEAR

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
GOODYEAR CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Goodyear granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
GOODYEAR CITY ATTORNEY

CITY OF PEORIA

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
PEORIA CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Peoria granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
PEORIA CITY ATTORNEY

CITY OF SURPRISE

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
SURPRISE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Surprise granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
SURPRISE CITY ATTORNEY

CITY OF TOLLESON

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
TOLLESON CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
TOLLESON CITY ATTORNEY

DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
DAISY MOUNTAIN FIRE AND MEDICAL DISTRICT ATTORNEY

SUN CITY FIRE DISTRICT

BY: _____

ITS: _____

DATE_____

ATTEST:

_____
SUN CITY FIRE DISTRICT CLERK

CERTIFICATION BY LEGAL COUNSEL

In accordance with A.R.S. §11-952 (D), the forgoing intergovernmental agreement between Arizona Fire & Medical Authority, City of Avondale, City of Buckeye, City of El Mirage, City of Glendale, City of Goodyear, City of Peoria, City of Surprise, City of Tolleson, Daisy Mountain Fire and Medical District, and Sun City Fire District is in proper form and is within the powers and authority of the City of Tolleson granted under the laws of the state of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

_____
SUN CITY FIRE DISTRICT ATTORNEY

EXHIBIT A

PARTNERING AGENCIES
EQUIPMENT USE LETTER

XXXX XX, 202X

Lending Partnering Agency Name
Address
XXXX, AZ 85XXXX

Purpose: This Equipment Use Letter allows Partnering Agencies to lend and borrow fire apparatuses on an as-needed basis. Pursuant to all terms of the DATE TBD, Intergovernmental Agreement, Lending Partnering Agency, XXXX, is transferring Unit # XXXX to XXXX Borrowing Partnering Agency, XXXX, for X months use, with an anticipated return date of XXXX. This truck is a Enter Description Here VIN # XXXX, License # XXXX.

Term: This Equipment Use Letter is effective as of _____ and terminates on _____.

Lending Partnering Agency:

Vehicles Issued By (Print) _____ Date_____

Vehicles Issued By (Sign) _____ Date_____

Borrowing Partnering Agency:

I confirm that I am taking possession of the vehicles noted above. I have confirmed that the Loaned Equipment appears to be in good working order and are without obvious defects, and I am accepting the Loaned Equipment AS IS. _____(initial).

Vehicles Received By (Print) _____

Vehicles Received By (Sign) _____ Date_____

ITEM #: 8.
DATE: 01/26/2026
AI #:3049

CITY COUNCIL ACTION REPORT

SUBJECT: RESOLUTION ADOPTING A 2026 STATE AND FEDERAL LEGISLATIVE AGENDA

STAFF PRESENTER(S): Edwin Hernandez-Vargas, Chief Government Affairs Officer; Anthony Casselman, Government Affairs Officer

SUMMARY

The Legislative Agenda defines the city's legislative priorities and core values for the 2026 state and federal legislative sessions, and provides direction to Government Relations staff to ensure the city is actively engaging on issues at the State and U.S. Capitols that reflect the priorities and mission of the Goodyear City Council.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2500 ADOPTING A 2026 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR DESIGNEE TO TAKE ACTION. (Edwin Hernandez-Vargas, Chief Government Affairs Officer)

FISCAL IMPACT

The Legislative Agenda includes aspects to protect existing state and local revenues, as well as to explore available resources such as federal and state appropriations.

BACKGROUND AND PREVIOUS ACTIONS

Council approved the 2025 Legislative Agenda by resolution on January 27, 2025, which continues to be the city's guiding document until an updated legislative agenda is approved. Government Relations staff presented the 2026 Legislative Agenda to Council during the January 5, 2026 work session.

STAFF ANALYSIS

The second Regular Session of Arizona's 57th Legislature convened on Monday, January 12, 2026. The 119th United States Congress convened on January 3, 2025, and will conclude on January 3, 2027.

Prior to the start of each legislative session, the Government Relations staff seeks Council adoption of the Legislative Agenda, which defines the city's legislative priorities and guides the city's government

relations activities.

Throughout the year, Government Relations staff will provide regular updates on activity related to the Legislative Agenda (included as Exhibit A), as well as any other legislative activity that could have an impact on Goodyear and other municipalities. Government Relations staff may return to Council to present the information and receive formal direction on specific bills and/or amendments that may have a significant impact, or do not fall under the guiding principles established in the legislative agenda.

Resolution 2026-2500 with Exhibit are included as attachment A.

Attachments

Attachment A - Resolution No. 2026-2500 with Exhibit

RESOLUTION NO. 2026-2500

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING A 2026 STATE AND FEDERAL LEGISLATIVE AGENDA AND PROVIDING AUTHORIZATION TO THE CITY MANAGER OR DESIGNEE TO TAKE ACTION.

WHEREAS, an objective of the City Council is to adopt a legislative program which strengthens local government, promotes City goals, and defends the City against legislative actions by state and federal governments that would weaken local government and/or take away from traditional revenue sources;

WHEREAS, it is vital to the fiscal health and the self determination of the City to effectively communicate with state legislators and federal representatives in order to favorably influence state and federal legislation, regulations and grant requests;

WHEREAS, the Arizona League of Cities and Towns conducts a legislative analysis and advocacy program on behalf of the cities for state issues, which is governed annually by the League resolutions process adopted by cities around the state at the annual conference each fall;

WHEREAS, the City desires to be proactive and involved in the governmental decision-making processes directly affecting the City's legislative priorities identified in the Arizona League of Cities and Towns legislative priorities and other selected issues as may from time to time be recommended by the Arizona League of Cities and Towns; and

WHEREAS, a key component of the City's Legislative Action Program is face to face meetings between City representatives and elected officials at the federal, state and county levels, and coordination with similar efforts made by other regional and local entities such as Maricopa Association of Governments (MAG), Valley Metro, Arizona Municipal Water Users Association (AMWUA), the Western Maricopa Coalition (WESTMARC) and Luke West Valley Partners.

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

SECTION 1. The 2026 State and Federal Legislative Agenda, attached hereto as Exhibit A, is adopted.

SECTION 2. The City Manager or their designee(s) are hereby authorized to take all actions necessary to carry out the intent of this Resolution No. 2026-2500 effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

LEGISLATIVE PRIORITIES

CITY OF GOODYEAR, AZ

2026 STATE & FEDERAL AGENDA

The purpose of this document is to define the City of Goodyear's legislative priorities and core values for the 2026 state and federal legislative sessions. These principles will serve as the leading document providing direction to Government Relations staff to ensure the City is actively engaging on issues at the State and U.S. Capitols that reflect the priorities and mission of the Goodyear City Council.

GUIDING PRINCIPLES

PRESERVE LOCAL AUTHORITY & PURSUE LOCAL FUNDING

Support existing funding sources that bring revenue to the City of Goodyear, which support the quality of life for its residents. The most common examples of this are the portion of state shared income tax (urban revenue sharing), state transaction privilege tax, food taxes, and Highway User Revenue Fund monies cities receive from the state. Any efforts to reduce, sweep, or eliminate any of these shared revenue sources will be opposed. Support policy solutions created to offset the impact of the elimination of residential rental tax, which took effect on January 1, 2025.

SAFEGUARD GOODYEAR'S HIGH QUALITY OF LIFE

Maintain attributes that make Goodyear a desirable community for families and businesses alike. These may include: open space, economic prosperity, safe neighborhoods, protecting zoning and design review, efficient transportation, public safety, and managed growth.

COLLABORATE TO BUILD A ROBUST TRANSPORTATION NETWORK

Engage with regional partners to ensure Goodyear's residents have reliable and efficient transportation options in and out of their community. Encourage efforts that seek to modernize existing funding mechanisms to ensure the viability and long-term maintenance of the transportation system.

Support federal, state, and regional funding for statewide, regional, and local transportation and infrastructure projects. Ensure successful completion of Goodyear's priority projects funded in part by the region's half-cent transportation sales tax. Work collaboratively with our federal, state, regional, and other local partners to secure additional funding for the region's important infrastructure needs.

CITY OF Goodyear

LEGISLATIVE PRIORITIES

CITY OF GOODYEAR, AZ

PROTECT & ENHANCE WATER SUPPLY

Collaborate with the Arizona Municipal Water Users Association and agency members to support legislation that prioritizes long-term water security, protects the City's aquifers, and advocates for the development of new water supplies. Identify additional water efficiency practices and conservation measures in order to protect and enhance our water portfolio while upholding the principles of the Groundwater Management Act. Ensure the City of Goodyear is able to supply assured, safe, and sustainable water and wastewater services to its residents.

SUSTAIN THE MISSION OF LUKE AIR FORCE BASE

Secure the long-term mission and viability of Luke Air Force Base through local and regional community support as well as any state or federal legislation that strengthens local efforts to protect the base. Specific items may include: protecting military airports, limiting encroachment, and expanding future missions.

PROMOTE ECONOMIC DEVELOPMENT & PROSPERITY

Maintain and enhance the caliber of economic development opportunities available to the City through supporting new and existing tools for private sector growth and revitalization. Support legislative changes that allow growth to pay for itself in order to attract new and reliable development opportunities.

SUPPORT THE PHOENIX-GOODYEAR AIRPORT

Continue to partner with the City of Phoenix to ensure continued operations of the Phoenix-Goodyear Airport. Monitor and be aware of changes made by the Federal Aviation Administration.

Contact Us

Edwin Hernandez-Vargas
Chief Government Affairs Officer
Edwin.Hernandez@goodyearaz.gov

Anthony Casselman
Government Affairs Officer
Anthony.Casselman@goodyearaz.gov

CITY OF Goodyear

ITEM #: 9.
DATE: 01/26/2026
AI #:3076

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION AUTHORIZING THE LICENSE AGREEMENT WITH LIGHT SOURCE COMMUNICATIONS, LLC TO INSTALL A FIBER OPTIC NETWORK WITHIN THE CITY'S RIGHTS-OF-WAY**

STAFF PRESENTER(S): Philip Cochran, Assistant City Attorney

SUMMARY

The five-year license authorizes Light Source Communications, LLC, a Michigan limited liability company, the ability to install, operate, and maintain a fiber optic communication system within the city of Goodyear rights-of-way. The agreement includes the option for three additional five-year renewal terms (included as Exhibit A).

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2501 AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIGHT SOURCE COMMUNICATIONS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE. (Phillip Cochran, Assistant City Attorney)

FISCAL IMPACT

Light Source Communications (LSC), under the license agreement, must pay a $2,500.00 application fee to install a fiber optic network within the city of Goodyear. Each subsequent five-year renewal term requires an extension application fee. LSC is responsible for all costs related to the construction, installation, operation, and maintenance of the fiber network within the right-of-way. Additionally, LSC must pay all applicable city fees for plan reviews, permit issuance, and inspections of its work within the right-of-way.

Following the installation of the fiber optic network, LSC is required to pay an annual fee of $0.89 per linear foot of trench within the right-of-way where it installs copper, fiber optic, or other cable conductors and/or conduit. The total payment to the city, based on the linear feet of trench, shall not exceed five percent of LSC's gross revenues attributed to the fiber optic network within the city's right-of-way. Additionally, LSC must pay an annual fee of $1,000.00 to cover the city's administration and monitoring costs. The issuance of the license agreement does not require any city expenditure.

BACKGROUND AND PREVIOUS ACTIONS

LSC is seeking a fiber license agreement from the city of Goodyear to install, operate, and maintain a fiber optic network within the city's rights-of-way. The planned connection locations are distributed throughout the city limits.

STAFF ANALYSIS

LSC is requesting a fiber license agreement from Goodyear to install, operate and maintain a fiber optic network within the city’s rights-of-way. The locations planned for connections are throughout the city limits of Goodyear. The license will grant access to the necessary rights-of-way to enable the required permitting and inspections for installation, operation and maintenance of the network. LSC must obtain all necessary permits through the city’s standard procedures.

The license has an initial five-year term, with the option for three additional five-year renewals. It is a non-exclusive agreement, allowing the city to grant licenses to other users within the right-of-way, including additional fiber optic network providers.

The license allows the city to enter into a separate agreement for in-kind contributions of fiber and/or conduit for the city’s exclusive use. The total cost of the fiber and/or conduit will be borne by LSC and the city will credit those expenses towards the annual fee associated with the amount of trench in the right-of-way. This option allows the city to have access to fiber optic cables and/or conduits that can be utilized for city facilities and departments without any expenditure of funds by the city. Resolution No. 2026-2501 is included as Attachment A.

Attachments

Attachment A - Resolution No. 2026-2501 with Exhibit A

RESOLUTION NO. 2026-2501

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER AND OR THEIR DESIGNEE TO EXECUTE A LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND LIGHT SOURCE COMMUNICATIONS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES WHICH MAY INCLUDE FIBER AND OR CONDUIT FOR THE CITY'S EXCLUSIVE USE.

WHEREAS, the City of Goodyear is authorized to grant, renew, deny and terminate licenses for the installation, operation and maintenance of fiber optic cable within the City's boundaries by federal and state statutes, by the City's police powers, by its authority over its public rights-of-way, and by other city powers and authority; and

WHEREAS, Light Source Communications, LLC, a Michigan limited liability company, seeks to obtain a new Fiber Optics Telecommunications Right-of-Way License Agreement (License Agreement) under the provisions of Chapter 22 of the Goodyear City Code; and approval of the Mayor and Council of the City of Goodyear, Arizona; and

WHEREAS, the City hereby finds that it would serve the public interest to grant the License Agreement under the terms and conditions as set forth in the License Agreement and Light Source Communications, LLC, a Michigan limited liability company, agrees to obtain the license under the terms and conditions set forth in the License Agreement.

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 City Council approve the License Agreement between the City of Goodyear and Light Source Communications, LLC, a Michigan limited liability company, a copy of which is attached as Exhibit A.

SECTION 2. The City Manager and/or their designee is authorized to execute the License Agreement attached as Exhibit A and to execute any and all documents necessary to carry out the intent of this Resolution.

SECTION 3. The City Manager, and/or their designee, is authorized to execute amendments to the License Agreement associated with minor clerical errors and technical amendments associated with the in-kind exchange of fiber optic cable and/or conduit in lieu of the annual license fee.

SECTION 4. Resolution 2026-2501 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

FIBER OPTICS TELECOMMUNICATIONS
RIGHT-OF-WAY LICENSE AGREEMENT

AGREEMENT (the "Agreement") is made and effective this_____calendar day of _____, 20___, by and between the City of Goodyear, an Arizona municipal corporation ("Licensor"), and Light Source Communications, LLC, a Michigan limited liability company ("Licensee").

RECITALS

A. Licensor owns or has rights to public street and alley rights-of-way and public utility easements within the boundaries of the City of Goodyear that are designated for use by public utility companies for installation, operation, and repair of water, electrical, and other public utilities pursuant to franchises, licenses or other agreements between companies and Licensor, the area is limited to the public street and alley rights-of-way and public utility easements that are either owned by Licensor or which Licensor has rights to use, collectively, the RIGHT-OF-WAY ("ROW").

B. For purposes of this License, "Fiber Optics Communication System" means a network of fiber optic cables and all related equipment including conduit, carrier pipe, cable fibers, repeaters, power sources and other attachments and appurtenances necessary for fiber optics communication but which is excluded from the definitions of Telecommunications and Telecommunications Services as defined in ARS 9-581. “Telecommunications” means the transmission of information, between or among points specified by a user, of the user's choosing, without change in the form or content of the information as sent and received but does not include commercial mobile radio services, pay phone services, interstate services, cable services or the sale or leasing of fiber optic cables that have not been connected to transmission equipment or otherwise part of a Fiber Optic Network (“Dark Fiber”) for transmission purposes.

C. For the purposes of this License "Fiber Optics Communication System" does not include one-way transmissions directly to customers, users or subscribers of video programming or other programming services or subscriber interaction, if any, which is required for the selection of or response to video programming or other programming services. For purposes of the foregoing, the term "video programming" means programming provided by or generally considered comparable to programming provided by a television broadcast station. The term "other programming services" means information that a cable television system operator makes available to all subscribers generally.

D. Licensee desires to install and operate a Fiber Optics Communication System consisting of telecommunications fiber optic lines and related support equipment (the "Plant") under and in a portion of the ROW

subject to the requirements of this Agreement and Chapter 22, Goodyear City Ordinance. Licensee shall be permitted to install the Plant in the ROW only after Licensee has received all necessary permits and approvals from Licensor to install the Plant within those specific portions of the ROW as permitted by Licensor. Licensor may grant, with conditions, or deny such approval in its sole discretion. Those portions of the ROW where Licensee has received permission and permits from Licensor to install the Plant are the “Use Areas”.

E. Licensor desires to grant to Licensee a nonexclusive license to install, maintain, operate, upgrade and repair the Plant (the "Permitted Uses") subject to the requirements of this Agreement.

F. Licensor and Licensee desire to provide a method whereby additional portions of the ROW can be added to this Agreement (the "New Use Areas"). Licensee may expand its Plant within the Licensor 's ROW by obtaining a permit from Licensor and upon Licensor's approval of plans. Licensor may grant, with conditions, or deny such approval in its sole discretion. Any expansion of the Plant approved by Licensor shall be subject to all terms and conditions of this Agreement and the conditions, if any, imposed by Licensor.

G. Various laws (the "Telecommunications Laws") authorize Licensor to regulate its streets, alleys, and public utility easements, and to grant, renew, deny, amend and terminate licenses for and otherwise regulate the installation, operation and maintenance of telecommunications systems. The Telecommunications Laws include, without limitation, the following:

1) The Goodyear City Charter.

2) The Goodyear City Code.

3) The Constitution of the State of Arizona.

4) Other applicable federal, state and local laws, codes, rules and regulations.

5) Licensor's police powers, its authority over public rights-of-way, and its other governmental powers and authority.

H. Pursuant to the Telecommunications Laws, Licensee has obtained from the Arizona Corporation Commission a Certificate of Convenience and Necessity (CC&N) 79471(the "Certificate").

I. There may be portions of the ROW (the "Third Party Areas") upon which the Plant may not be built without permission (the 'Third Party Permission") from one or more third parties (the "Third Parties"). The Third-Party Areas are areas such as canal crossings or other areas that for any reason have limited ROW dedications or that have regulatory use restrictions imposed by a Third Party.

J. The Licensor retains the right to adopt, from time to time, in addition to the provisions contained in this Agreement, such charter provisions, ordinances and rules, and regulations as may be deemed necessary by the Licensor to protect and promote the property, health, safety and welfare of the Licensor's inhabitants. Licensee shall be subject to all applicable ordinances, rules, and regulations as they may apply.

NOW, THEREFORE, for and in consideration of the foregoing, the amounts hereinafter to be paid by Licensee, and the covenants and agreements contained herein to be kept and performed by Licensee, and other good and valuable consideration, Licensor and Licensee agree as follows:

I. USE AREAS

1. Use Areas. Licensor hereby grants to Licensee a license to use the Use Areas as follows:

1.1 Use Areas Defined. The Use Areas are the portion of the ROW within the boundaries of the City of Goodyear which Licensee has received all necessary permits and approvals from Licensor to install the Plant. The land comprising the ROW will decrease, increase, and otherwise change over time due to abandonments, dedications, annexations, de-annexations, and other events that affect the amount of land included in Licensor's public utility ROW network inventory. This Agreement shall not allow Licensee to use ROW that is abandoned, condemned, terminated, removed from the boundaries of the City of Goodyear, or is otherwise no longer part of the ROW.

1.2 Non-Use Areas. Licensee shall not use or occupy any portion of the ROW other than as necessary to perform its obligations under this Agreement. The Plant shall be confined to the Use Areas.

1.3 New Use Areas. New Use Areas are those areas within the ROW that Licensee desires to become part of the Use Areas. Licensor and Licensee may elect to add New Use Areas to this Agreement subject to the following:

1.3.1 When Licensee desires to add New Use Areas, Licensee shall give notice to Licensor containing the following:

1.3.1.1 A map showing the area proposed to be added to the Use Areas.

1.3.1.2 A map showing the total Use Areas, including the proposed New Use Areas in a format specified by Licensor from time to time.

1.3.1.3 Within sixty (60) calendar days after receiving such

a notice, Licensor shall inform Licensee whether Licensor approves the proposed New Use Areas.

1.3.2 Upon addition of New Use Areas, the New Use Areas shall be part of the Use Areas for all purposes under this Agreement. All New Use Areas shall be subject to all provisions of this Agreement.

1.3.3 Licensor's city manager or designee shall have authority without further act by Licensor's city council to consent for Licensor to the addition of New Use Areas and otherwise act for Licensor under this paragraph.

1.4 Condition of Title. Licensee's rights hereunder are subject to all recorded or unrecorded matters or conditions of title to or agreements or documents regarding the Use Areas (the "Site Documents"). Licensee's rights to use the Use Areas under this Agreement are limited to a subset of the interests held by Licensor from time to time. Licensee shall not violate the Site Documents.

1.5 Condition of Use Areas. The Use Areas are being made available in an "as is" condition without any express or implied warranties of any kind, including without limitation any warranties or representations as to their condition or fitness for any use.

1.6 No Real Property Interest. Notwithstanding any provision hereof to the contrary, and notwithstanding any negotiation, correspondence, course of performance or dealing, or other statements or acts by or between the parties, Licensee's rights herein are limited to the use and occupation of the Use Areas for the Permitted Uses. Licensee's rights in the Use Areas are limited to the specific limited license rights created by this Agreement.

1.7 Limited Rights in Use Areas. This Agreement grants Licensee no rights to or use of the Use Areas other than those expressly granted herein.

1.8 Reserved Right and Competing Users and Activities. Notwithstanding anything in this Agreement to the contrary, Licensor specifically reserves to itself and excludes from this Agreement a non-exclusive delegable right (the "Reserved Right") over the entire Use Areas for all manner of real and personal improvements and for streets, sidewalks, trails, landscaping, utilities and every other land use of every description. Without limitation:

1.8.1 Competing Users. Water/waste/storm pipes, pavement, fiber, telephony, electric lines, cable, and other facilities may all be located within the same Segment of ROW with portions of the Plant. Licensee accepts the risk that Licensor and others (the "Competing Users") may now or in the future install their facilities in the Use Areas in locations

that make parts of the ROW unavailable for Licensee's use. The Competing Users include without limitation Licensor, the State of Arizona and its political subdivisions, the public, and all manner of utility companies and other existing or future users of the Use Areas.

1.8.2 Competing Activities. Licensee accepts the risk that there may now or in the future exist upon the Use Areas all manner of work and improvements upon the Use Areas (the "Competing Activities"). The Competing Activities include without limitation any and all laying, construction, erection, installation, use, operation, repair, replacement, removal, relocation, raising, lowering, widening, realigning or other dealing with any or all of the following, whether above, upon or below the surface of the Use Areas and whether occasioned by existing or proposed uses of the ROW or existing or proposed uses of adjoining or nearby land:

1.8.2.1 All manner of streets, alleys, signs, sidewalks, trails, ways, traffic control devices, tunnels, trains and gates of every description, and all manner of other transportation facilities and their appurtenances.

1.8.2.2 All manner of pipes, fiber, wires, cables, vaults, cabinets, conduits, sewers, pumps, valves, switches, conductors, connectors, poles, supports, anchors, access points and guys of every description, and all manner of other utility facilities and their appurtenances.

1.8.2.3 All manner of canals, drains, bridges, viaducts, overpasses, underpasses, culverts, markings, balconies, porches, overhangs, and other encroachments of every description and all manner of other facilities and their appurtenances.

1.8.2.4 All other uses of the ROW that Licensor may permit from time to time.

1.8.3 Reserved Right. The Reserved Right includes the right to use and allow other Competing Users to conduct Competing Activities at any location upon the Use Areas.

1.8.4 Licensor's Rights Cumulative. All of Licensor's Reserved Rights under various provisions of this Agreement shall be cumulative to each other.

1.8.5 Use Priorities. This Agreement does not grant to Licensee or establish for Licensee any exclusive rights or priority in favor of

Licensee to use the Use Areas. Licensee's use of the Use Areas shall be subordinate to all Competing Activities. Licensee shall not obstruct, impede, disrupt or interfere with or prevent any Competing User from using the Use Areas.

1.8.6 Regulation. Licensor shall have full authority to regulate use of the Use Areas and to resolve competing demands and preferences regarding use of the Use Areas and to require Licensee to cooperate and participate in implementing such resolutions. Without limitation, Licensor may take any or all of the following into account in regulating use of the Use Areas:

1.8.6.1 All timing, public, operational, financial, and other factors affecting existing and future proposals, needs, and plans for Competing Activities.

1.8.6.2 All other factors Licensor may consider relevant, whether or not mentioned in this Agreement.

1.8.6.3 Differing regulatory regimes or laws applicable to claimed rights, public benefits, community needs and all other factors relating to Competing Users and Competing Activities.

1.8.7 Plant Relocation. Upon Licensor's written request, Licensee shall temporarily or permanently relocate or otherwise modify the Plant (the "Relocation Work") as follows:

1.8.7.1 Licensee shall perform the Relocation Work at its own expense when required by Licensor's city manager or designee.

1.8.7.2 The Relocation Work includes all work determined by Licensor to be necessary to accommodate Competing Activities, including without limitation temporarily or permanently removing, protecting, supporting, disconnecting or relocating any portion of the Plant.

1.8.7.3 Licensor may remove any portion of the Plant from the ROW and/or perform any of the Relocation Work if any of the Relocation Work has not begun on or before the day that is sixty (60) calendar days after Licensee has received written notice from Licensor. Licensee shall reimburse Licensor for its actual costs (including administration) in removing the Plant or performing any of the Relocation Work.

1.8.7.4 Licensor may remove the Plant or perform any part of the Relocation Work that has not been completed within thirty (30) calendar days after Licensee has begun the Relocation Work, unless otherwise agreed on in writing by both Licensor and Licensee. Licensee shall reimburse Licensor for its actual costs (including administration) associated with removing the Plant and/or performing any Relocation Work that Licensor performs.

1.8.7.5 If Licensor removes any portion of the Plant due to a city project undertaken by Licensor, and/or the agents, contractors or employees of Licensor, and which requires the modification, replacement, repair, installation, construction or removal of any portion of the ROW then Licensee shall not install any portion of the Plant removed by Licensor until the city project is completed or unless otherwise agreed to in writing by both Licensor and Licensee.

1.8.7.6 Licensor has no obligation to move Licensee's, Licensor's or others' facilities. Licensee is responsible for completing all of the Relocation Work in a timely manner. Licensee shall defend, indemnify and hold harmless Licensor, its employees, elected officials, consultants, contractors and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) and/or any interference or service interruptions to any Licensee's activities arising from or alleged to arise from Licensor removing Licensee's facilities and/or performing any Relocation Work.

1.8.7.7 Licensor and not Licensee shall be entitled to use any of Licensee's facilities that are abandoned in place or that are not timely relocated.

1.8.7.8 All Relocation Work shall be subject to and comply with all other provisions of this Agreement.

1.8.7.9 Licensee's relocation obligations hereunder are not intended to create any legal rights in any third party. Without limitation, no third party shall be a third-party beneficiary of such obligations, and, therefore, any and all obligations third parties may have to bear the cost of relocating Licensee's facilities in connection with Competing Activities shall not be diminished by Licensee's relocation obligations hereunder.

1.8.8 Disruption by Competing Users. Neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any service disruption or for any other harm caused them or the Plant due to Competing Users or Competing Activities.

1.8.9 Damage. Licensee shall be liable for any damage to or disturbance of Licensor controlled property and/or private property located in the ROW caused by Licensee's failure to act in a timely manner. All public and private property damaged or disturbed by Licensee's activities shall be promptly repaired, replaced and/or restored by Licensee at Licensee's sole expense to as good a condition as before such damage or disturbance and to the Licensor's reasonable satisfaction. Licensee shall not install, maintain or use any of the Plant in such a manner as to damage or interfere with another Competing User's use of the ROW of the Licensor. In accordance with Arizona Revised Statutes §40-360.21 et seq., Licensee shall appropriately notify Arizona 811/Arizona Blue Stake (800-782-5348) before beginning construction.

1.8.10 Emergency Disruption by Licensor. Licensor may remove, alter, tear out, relocate or damage portions of the Plant in the case of fire, disaster, or other emergencies if Licensor's city manager or designee deems such action to be reasonably necessary under the circumstances. In such event, neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee or its customers or third parties for any harm so caused to them or the Plant. When practical, Licensor shall consult with Licensee in advance to assess the necessity of such actions and to minimize to the extent practical under the circumstances damage to and disruption of operation of the Plant. In any event, Licensor shall inform Licensee as soon as practicable after such actions. Licensee's work to repair or restore the Plant shall be Relocation Work.

1.8.11 Public Safety. If the Plant or any other Licensee equipment, improvements or activities within the Use Areas present any immediate hazard or impediment to the public, to Licensor, to other improvements or activities within or without the Use Areas, or to Licensor's ability to safely and conveniently operate the ROW or perform Licensor's utility, public safety and other public health, safety and welfare functions, then Licensee shall immediately remedy the hazard, comply with Licensor's requests to secure the Use Areas, and otherwise cooperate with Licensor at no expense to Licensor to remove any such hazard or impediment. Licensee's work crews shall report to the Use Areas within two (2) hours of any request by Licensor under this paragraph.

II. TERM OF AGREEMENT

2. Term of Agreement. The term of this Agreement is as follows:

2.1 Original Term Expiration. The original term of this Agreement shall terminate 11:59 p.m. on the date that is the fifth (5th) annual anniversary of this Agreement, unless sooner terminated as set forth in this Agreement.

2.2 Extensions. The term of this Agreement may be extended for three (3) additional five (5) year periods subject to the following:

2.2.1 No extension shall be effective without the written consent of both Licensor and Licensee.

2.2.2 Both Licensor and Licensee may withhold their consent to an extension in their sole and absolute discretion.

2.2.3 Both Licensor and Licensee shall indicate whether or not they consent to an extension by giving notice of consent to the other not more than one hundred eighty (180) calendar days and prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.2.4 Any future renewals or extensions of this license may include an increase in the annual fee and any other applicable fees set forth in this license.

2.2.5 Licensee shall pay to Licensor an Extension Application Fee. Such Extension Application Fee shall be determined at the time of each renewal. The Extension Application Fee shall be paid on or before the days that is thirty (30) calendar days prior to the end of the original term (or, in the case of the second or subsequent extension, the prior extension).

2.3 Agreement Accepted. By accepting this Agreement, Licensee covenants and agrees to perform and be bound by each and all of the terms and conditions imposed by the City Code, City Engineering Design Standards and Policies, the Telecommunications Laws, Arizona Law, and this Agreement.

III. LICENSEE'S PAYMENTS

3. Licensee's Payments. Licensee shall make payments to Licensor as follows:

3.1 Fee Payment Items. Licensee shall pay to Licensor each of the following separate and cumulative amounts (collectively the "Fee Payment"):

3.1.1 Application Fee or Extension Application Fee based on Licensor's costs associated with administration of this Agreement.

3.1.2 An amount (the "Annual Fee Payment") based on Licensor's administration of this Agreement and Licensee's use of the ROW to install the Plant.

3.1.3 An amount (the "Permit Fee Payment") based on Licensee's permit review and other costs as set out below.

3.1.4 An amount (the "Violation Fee Payment") based on certain breaches by Licensee of this Agreement as set out below.

3.1.5 An amount (the "New Use Area Payment") based on Licensee's use of the ROW to install the Plant that is made at the time Licensor issues permits for construction within the ROW and which New Use Areas were not previously included within the Annual Fee Payment.

3.1.6 All other amounts required by this Agreement.

3.2 Annual Fee Payment Amount.

3.2.1 Licensee shall pay to Licensor, as the Annual Fee Payment:

3.2.1.1 One thousand dollars ($1,000.00) in any year an Application Fee or an Extension Application Fee is not paid for the costs related to the administration of this agreement.

3.2.1.2 Licensee shall pay to Licensor, as the Annual Fee Payment eighty-nine cents ($.89) per linear foot of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit that (i) carry interstate traffic between and among Licensee's interstate points of presence, exclusive of the facilities used by the local network and the portion of the interstate network that carries intrastate calls, (ii) empty conduit that is leased and/or licensed, (iii) Dark Fiber that is leased and/or licensed, and (iv) any other uses other than those conforming to the definition of Telecommunication Services in A.R.S. §9-581, provided that in no event shall multiple Annual Fee Payments be due for any given linear foot of trench containing a mix of the foregoing. Notwithstanding the above the total amount paid by Licensee to Licensor per linear foot of trench in the ROW shall not exceed an amount equal to five percent (5%) of Licensee's gross revenues, as defined below, for the one (1) year period prior to the Annual Fee Payment due date. Unless or until Licensee has such paying customers and what are deemed gross revenues under this Agreement, Licensee shall pay the eighty-nine cents ($.89) per linear foot of

trench in the ROW in full without any cap.

3.2.1.3 Gross revenues means all cash, credits, property of any kind or nature, or other consideration, less related bad debt not to exceed one and one-half per cent annually, that is received directly or indirectly by the Licensee, its affiliates, subsidiaries or parent or any person, firm or corporation in which the Licensee has a financial interest or that has a financial interest in Licensee and that is derived from the services that utilize the Plant and are provided within the Use Areas. Gross revenues include all revenue from charges for services to subscribers and all charges for installation, removal, connection or reinstatement of equipment necessary for a subscriber to receive services that utilize the Plant and are provided within the Use Areas, and any other receipts from subscribers derived from operating the Plant, including receipts from forfeited deposits, sale or rental of equipment, late charges, interest and sale of program guides. Gross revenues do not include any revenue subject to a transaction privilege tax of the licensing authority. Gross revenues also include all income Licensee receives from the lease of the Plant located in the ROW, unless services that the Lessee provides are subject to a transaction privilege tax by Licensor. Gross revenues do not include revenues from fees, taxes, or other fees or charges that the Licensee collects and pays to any governmental authority, any increase in the value of any stock, security or asset, or any dividends or other distributions made in respect of any stock or securities.

3.2.1.4 If at any time Licensee cannot demonstrate and warrant to Licensor that any portion of the Plant conforms to the definition "Telecommunications Services" as defined in A.R.S. §9-581 and Licensee is exempt from any fee then that portion of the Plant shall be subject to the Annual Fee Payment described above. Licensee acknowledges and agrees that any portion of the Plant not subject to the Annual Fee Payment is subject to Licensor's Transaction Privilege Tax and shall be paid in accordance with applicable tax laws. Telecommunications Services does not include commercial mobile radio services, pay phone services, interstate services, cable services, information services, the sale or leasing of Dark Fiber for transmission purposes, or the sale or leasing of conduit.

3.2.2 Under certain circumstances the Annual Fee Payment may be offset by fair and reasonable compensation of in-kind exchanges of fiber, conduit, and/or joint trenching for Licensor's exclusive, subject to Section 3.12 below.

3.3 Appropriate Taxes. Licensee shall be responsible for any applicable

taxes associated with this Agreement.

3.4 Permit Fee Payment Amount. The amount of the Permit Fee Payment shall be the total amount of all applicable ordinary fees (the "Ordinary Permit Charges") payable to Licensor for Licensor's review of plans, issuance of permits, and inspection of Licensee's work upon the Use Areas.

3.5 Adjustments. The dollar figures stated in Section 3.2.1 of this Agreement shall be automatically adjusted upward annually on July 1st. The adjustment shall be made on the basis of changes in the United States Consumer Price Index for all Urban Consumers (CPI-U), U.S. City Average, all items, published by the United States Bureau of Labor Statistics (the "Cost of Living Index") for the month of January. In no event shall any amount be adjusted downward from any previous period. If the Cost-of-Living Index has not been published on any adjustment date, Licensor shall have the right to estimate the Cost-of-Living Index and to make the adjustments based on such estimate, subject to adjustment when the actual figures become known. If such Cost-of-Living Index shall, for any reason whatsoever, not be published or readily identifiable at the adjustment date, then an index published by any state or federal agency or an index, formula or table accepted generally by the real estate profession shall be used as chosen by Licensor in Licensor 's reasonable discretion. Any delayed adjustment shall be effective retroactively.

3.6 Fee Payment Cumulative. All items of Fee Payment shall be cumulative and separate from each other.

3.7 Fee Payment Schedule. Except as specifically provided elsewhere for Violation Fee Payment, Licensee shall pay all Fee Payment on the following schedule:

3.7.1 Licensee shall pay to Licensor an initial Application Fee prior to entering into the Agreement and thereafter an Extension Application Fee shall be paid on or before the day that is thirty (30) calendar days prior to the end of the original term or, in the case of the second or subsequent extension, on or before the day that is thirty (30) calendar days prior to the end of the extension.

3.7.2 The Annual Fee Payment shall be made simultaneously with the submission of the fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW as of the anniversary date of this Agreement.

3.7.3 Licensee shall pay the Permit Fee Payment at the times and in the amounts specified by Licensor's normal processes for Ordinary Permit Charges.

3.7.4 If Licensee desires to expand the Plant to New Use Areas, Licensee shall pay the New Use Area Payment on or before the day that is thirty (30) calendar days after the date Licensor issues any permit for construction within the ROW based on Licensee's expanded use of the ROW to install the Plant. The New Use Area Payment shall be made simultaneously with the submission of an updated fiber route map, as required in this Agreement, and shall clearly state the total linear feet of trench in the ROW.

3.7.5 All other Fee Payment shall be payable quarterly in arrears on the last calendar day of the first month of the next calendar quarter. For example, the Violation Fee Payment for the first calendar quarter of a year shall be payable on or before April 30.

3.8 Fee Payment Amount Report Each installment of Fee Payment by the Licensee, other than Permit Fee Payment, shall include a report showing the manner in which each component of the Fee Payment was calculated. The report shall summarize the transactions giving rise to the License Fee Payment.

3.9 Letter of Credit. Within ten (10) calendar days after the date of this Agreement, Licensee shall provide to Licensor a letter of credit as follows:

3.9.1 The amount of the letter of credit shall be Fifty Thousand Dollars ($50,000).

3.9.2 The letter of credit is an additional security deposit for Licensee's performance of all of its obligations under this Agreement.

3.9.3 The letter of credit shall meet the requirements listed on Exhibit "A" attached hereto.

3.9.4 Licensee shall provide and maintain the letter of credit during the entire term of this Agreement as follows:

3.9.4.1 Licensee shall cause the original letter of credit to be delivered to Licensor's financial services director.

3.9.4.2 Licensee shall pay all costs associated with the letter of credit, regardless of the reason or manner such fees are required.

3.9.4.3 Within fourteen (14) calendar days after Licensor gives Licensee notice that Licensor has drawn on the letter of credit, Licensee shall cause the letter of credit to be replenished to its prior amount.

3.9.4.4 Licensor may adjust the amount of the letter of credit

upward annually on July 1st. The adjustment shall be made based on the Cost-of-Living Index for the month of January of that same year. If the amount of the letter of credit is adjusted upward then Licensee shall provide a new letter of credit to Licensor upon the expiration of the existing letter of credit or within sixty (60) days of Licensor's request, whichever is sooner.

3.9.5 Licensor may draw on the letter of credit upon any Event of Default as defined in Section 9.1 of this Agreement, and in the following circumstances whether or not they are an Event of Default:

3.9.5.1 Licensee fails to cause the letter of credit to be renewed, extended, increased in amount or otherwise maintained as required by this agreement.

3.9.5.2 Licensee fails to make monetary payments as required under this Agreement.

3.9.5.3 The issuer of the letter or a previous issuer of credit fails or failed to immediately honor a draft on the letter of credit or otherwise repudiates or fails to honor the letter of credit.

3.9.6 Licensor shall also have such additional rights regarding the letter of credit as may be provided elsewhere in this Agreement.

3.10 Late Fees. Fee Payment is deemed paid only when Licensor actually receives good cash payment. Should any Fee Payment not be paid on or before the date due, a late fee shall be added to the amount due in the amount of the greater of ten percent (10%) of the amount due, or One Hundred Dollars ($100). Furthermore, any Fee Payment that is not timely paid shall accrue simple interest at the rate of one and one-half percent (1.5%) per month from the date the amount first came due until paid. Licensee expressly agrees that the foregoing represent fair and reasonable estimates by Licensor and Licensee of Licensor's costs (such as accounting, administrative, legal and processing costs, etc.) in the event of a delay in payment of Fee Payment. Licensor shall have the right to allocate payments received from Licensee among Licensee's obligations.

3.11 New Use Area Payment. If Licensee requests to add New Use Areas at any time after Licensee pays the Annual Fee Payment, and the New Use Areas were not included within the calculation of the Annual Fee Payment, then Licensee shall pay Licensor, prior to or simultaneously with Licensor's issuance to Licensee of a permit to install Licensee's Improvements within the ROW, eighty-nine cents ($.89) per linear foot of trench permitted to be constructed or installed within the ROW, prorated based on the number of months the New

Use Areas will actually contain any installed Plant during the current calendar year used to calculate such already paid Annual Fee Payment. Thereafter for subsequent Annual Fee Payments, the New Use Areas shall be included within the Use Areas. Under certain circumstances the New Use Area Payment may be offset by fair in-kind exchanges of fiber, conduit, and/or joint trenching for Licensor's exclusive use as outlined within this Agreement.

3.12 Fee Payment Amounts Cumulative. All amounts payable by Licensee hereunder or under any tax, assessment or other existing or future ordinance, law or other contract or obligations to the City of Goodyear or the State of Arizona shall be cumulative and payable in addition to each other payment required hereunder, and such amounts shall not be credited toward, substituted for, or setoff against each other in any manner.

3.13 In-Kind Fiber and Conduit in Lieu of Annual Fee.

3.13.1 The Annual Fee Payment described above may be offset either in whole or in part by in-kind exchange of fiber, conduit and/or joint trenching for Licensor's exclusive use. Any in-kind exchange of fiber, conduit and/or joint trenching for Licensor's use shall be set forth in a separate agreement between Licensor and Licensee.

3.13.2 The value of the construction, permitting and installation costs of fiber strands, cable, conduit and/or joint trenching for Licensor's exclusive use (the "City Fiber") that is constructed and installed by Licensee may be credited against the Annual Fee Payment paid by Licensee to Licensor. Any City Fiber installed under this section and credited towards the Annual Fee Payment shall be for Licensor's sole and exclusive use. Notwithstanding the above any separate agreement may allow Licensee to use fiber strands located in the same fiber package or cable containing City Fiber that is not exclusive to Licensor.

3.13.3 The assessed value of the City Fiber shall be treated as fair and reasonable compensation for Licensee's use of the Licensor's ROW for Licensee's fiber network and the value shall be credited against the Annual Fee Payment.

3.13.4 Prior to the construction or installation of any City Fiber, Licensee shall provide Licensor a maximum probable cost of the construction, permitting and installation costs for all City Fiber (the "Maximum Probable Costs") for Licensor's approval, which shall be at Licensor's sole discretion. Licensor shall either approve or reject the Maximum Probable Costs within sixty (60) calendar days after submittal by Licensee, if Licensor has not approved or rejected such Maximum Probable Costs within sixty (60) calendar days then the Maximum Probable Costs submitted shall be treated as rejected by Licensor. If

Licensor approves the Maximum Probable Costs such costs shall be the maximum amount that may be credited towards the Annual Fee Payment ("the Maximum Credit Amount"). Licensee shall provide Licensor with the actual costs of the City Fiber (the "Actual Costs") within sixty (60) calendar days of Licensor's acceptance of the City Fiber. Licensor shall either approve or reject the Actual Costs within thirty (30) calendar days after submittal by Licensee to Licensor. If Licensor has not approved or rejected such Actual Costs within thirty (30) calendar days, the Actual Costs submitted shall be treated as rejected by Licensor. After any rejection of the Actual Costs Licensee will make any necessary corrections and resubmit the Actual Costs to Licensor. After acceptance of the Actual Costs, Licensor shall credit the lesser of the Maximum Credit Amount or the Actual Costs towards the Annual Fee Payment. Notwithstanding the limitations above, the amount credited towards the Annual Fee Payment is subject to a one-time increase based upon Licensor's substantiated and uncontrollable construction costs related to the installation of the City Fiber. Any increase in the credit towards the Annual Fee Payment must be confirmed in writing and approved by the City Engineer, or their designee. However, in no event shall the amount credited towards the Annual Fee Payment exceed a ten percent (10%) increase over the Maximum Credit Amount that was previously approved by Licensor.

3.13.5 Any separate agreement that outlines the construction of City Fiber shall, at a minimum, include the specific locations of the installation of the City Fiber, the number of fiber strands or cables to be provided for Licensor's exclusive use, the diameter conduit to be installed, any additional equipment and/or access points provided to Licensor, that Licensor shall have an indefeasible right of use in the City Fiber and, any and all City Fiber shall remain the property of Licensor and the Maximum Credit Amount that may be credited towards the Annual Fee Payment.

3.13.6 Licensor shall have an indefeasible right of use in the City Fiber. Any and all City Fiber shall remain at all times the property of Licensor after expiration or termination of this Agreement. Notwithstanding the above any separate agreement may allow Licensor to use fiber strands located in the same fiber package containing City Fiber, such fiber packages, cables or fiber strands may remain the property of Licensee subject to the separate agreement.

3.13.7 Licensee shall provide Licensor prompt access to any City Fiber within sixty (60) calendar days after each segment is completed. Licensee shall notify Licensor of any segment completion.

3.13.8 Prior to conveying the City Fiber, Licensee shall verify that both have been installed and are ready for immediate use and shall permit

Licensor's staff the opportunity to inspect both upon request. All fiber, cables and/or vaults that are included as City Fiber shall be identified with tags or labels in accordance with Licensee's usual operations procedures.

3.13.9 If during the term of this Agreement, Licensee undertakes the relocation of any segment of Licensee's network that contains City Fiber, Licensor shall proceed with such relocation, including, but not limited to, the right, in good faith, to reasonably determine the extent of, the time of, and the methods to be used for such relocation; provided that: (i) any such relocation shall be constructed and the City Fiber shall be tested as set forth above; and (ii) if the relocation is at Licensee's discretion, Licensee shall maintain the end points of the City Fiber. Licensee must give Licensor not less than sixty (60) calendar days prior notice of any such relocation.

3.13.10 Limitation of Use of City Fiber:

3.13.10.1 Licensor warrants and covenants that it will use City Fiber in compliance with all applicable government codes, ordinances, laws, rules and regulations.

3.13.10.2 Licensor's use of City Fiber shall be for government use only. Licensor may allow other government entities, contractors or agents to utilize the City Fiber. Licensor may allow other third parties to access and utilize City Fiber on behalf of Licensor.

3.13.10.3 Subject to the limitations set forth in this Agreement, Licensor may use the City Fiber for any lawful purpose.

3.13.10.4 Both parties shall promptly notify each other of any known matters pertaining to, or the occurrence (or impending occurrence) of, any event which would likely give rise to any damage or impending damage to or loss of licensee's fiber network.

3.13.10.5 Licensor shall not use City Fibers in a way that interferes with or adversely affects the use of any other fibers within the Licensee's fiber network. The Parties acknowledge that Licensee's network may include other participants, including Licensee and other owners and users of telecommunications systems.

3.13.11 Licensee shall maintain the City Fiber provided in good operating condition for normal use. Excluding instances of negligent use or operation by the Licensor, such substitute fibers shall be provided to the City at the sole cost and expense of Licensee, including all disconnect, reconnect, equipment relocation, and other costs, fees, and expenses and shall not adversely affect the use, operation, or performance of the Licensor's fiber and conduit, except to the extent of interruptions permitted for relocations.

Licensee makes no other warranties, written or oral, statutory, express or implied, including, without limitation, the warranty of merchantability or fitness for a particular purpose or use regarding the provided fibers.

IV. USE RESTRICTIONS

4. Use Restrictions. Licensee's use and occupation of the Use Areas shall in all respects conform to all and each of the following cumulative provisions (collectively the "Restrictions"):

4.1 Permitted Uses. Licensee shall use the Use Areas solely for the Permitted Uses and shall conduct no other activity at or from the Use Areas. The Permitted Uses are limited to the following:

4.1.1 Constructing, maintaining, removing, repairing and operating the Plant as described in this Agreement.

4.1.2 Such additional related uses for which Licensor may give or retract written consent from time to time. Such additional uses may only be conducted following Licensor's giving to Licensee written notice of such consent. Licensor may terminate or impose conditions and limitations on such consent from time-to-time in Licensor's sole and absolute discretion.

4.2 Prohibited Uses. All other uses of the Use Areas are prohibited.

4.2.1 Licensee may use a User Contract to either "sell" or "lease" fibers or conduit in the Plant or otherwise grant permission to the third party to use fibers or conduit in the Plant. However, all User Contracts and all rights and interests created or affected in any way thereby, however denominated, shall be subject to and limited by all provisions of this Agreement, provided that Licensee or a sublicensee shall not be subject to payment of duplicate fees or taxes under this Agreement for the same Plant. In no event shall Licensor be bound in any way by any provision of any User Contract.

Should Licensee sell or transfer title to a third party to use fiber or conduit within the ROW, Licensee shall inform the Licensor within forty-five (45) calendar days of the name of the provider, location and length of the fiber or conduit route sold or otherwise granted permission to a third party through an indefeasible right of use agreement or similar contractual arrangement.

4.2.2 Within thirty (30) calendar days after a notice of request by Licensor, such notice to be given not more often than once in any twelve (12) month period, Licensee shall deliver to Licensor a notice describing the User Contracts. The notice shall state the following:

4.2.2.1 The name of the third party.

4.2.2.2 The name, title, address, telephone number, and email address of a person with authority to speak for the third party.

4.2.2.3 The route of the proposed service.

4.2.2.4 The street address within the City of Goodyear, if any, where data under the User Contract will be introduced to or received from the Private Plant.

4.2.2.5 The duration of the User Contract and any extension rights.

4.3 Regulated Activities. The following additional requirements apply to certain uses (the "Regulated Activities") of the Plant

4.3.1 The following are Regulated Activities:

4.3.1.1 Use of the Plant for cable television as defined by applicable Federal, state or local law or regulation.

4.3.1.2 Use of the Plant for open video service as defined by applicable Federal, state or local law or regulation.

4.3.2 Licensee shall not use the Plant for Regulated Activities without proper formal authorization from Licensor, separate from this Agreement.

4.3.3 Licensee may enter into User Contracts that allow third parties to use the Plant for the Regulated Activities only if the third party has already entered into an agreement with Licensor that allows the third party to conduct the Regulated Activity in the Use Areas.

4.3.4 If Licensee ever obtains or seeks federal, state or local approval to provide Regulated Activities over the Plant, this Agreement shall remain in effect according to its terms and Licensee shall continue to pay the Use Fees required by this Agreement, regardless of any legal or regulatory provisions, permits or other processes or rules that might now or hereafter provide otherwise.

4.3.5 Without limiting the other amendment or waiver provisions of this Agreement, no change to or waiver of this Agreement's provisions regarding Regulated Activities is effective without a formal amendment to this Agreement executed by Licensor after approval by Licensor's city council. Licensor has not promised any such amendment or waiver. This Agreement does not prohibit the parties from entering into other

agreements regarding the Plant, should both parties desire to do so in their sole and absolute discretion.

4.4 Signs. All signage is prohibited except in compliance with the following requirements:

4.4.1 Signs Required. Licensee shall install and thereafter maintain all signs and markings that the Plant and Licensee's activities may make necessary for the safe use of the Use Areas by the public, Licensor, Licensee and other persons who may be at the Use Areas at any time for any reason.

4.4.2 Signs Covered. This paragraph shall apply to all signs, designs, monuments, decals, graphics, posters, banners, markings, and other manner of signage.

4.5 Lighting. Lighting is prohibited except as this Agreement may specifically allow for construction activities.

4.6 Noise. Except during approved construction, noise at the Use Areas is subject to the following limitations:

4.6.1 Except for vehicle backup alarms and other safety devices, outdoor loudspeakers, sirens or other devices for making noise are prohibited. All equipment must be equipped with appropriate mufflers and other sound control devices.

4.7 Governmental and Neighborhood Relations. Licensee shall conduct its activities in coordination with Licensor as necessary to maintain good relations with all Third Parties, governmental and other entities having jurisdiction over the Use Areas, all other occupants of the Use Areas, and the occupants of surrounding real property. Licensee shall immediately give to Licensor notice of any actual or threatened dispute, violation or other disagreement relating to the Use Areas. Licensee is not an agent for Licensor. Without limitation, such entities (who are not third-party beneficiaries to this Agreement) include (to the extent that such entities have jurisdiction over the Use Areas):

4.7.1 State of Arizona

4.7.2 Maricopa County

4.7.3 Bureau of Reclamation

4.7.4 Central Arizona Water Conservation District

4.7.5 Salt River Project

4.8 Licensee's Agent. Licensee shall at all times retain on call available to Licensor by telephone an active, qualified, competent and experienced person to supervise all activities upon the Use Areas and operation of the Plant and who shall be authorized to represent and act for Licensee in matters pertaining to all emergencies and the calendar day-to-calendar day operation of the ROW and all other matters affecting this Agreement. Licensee shall also provide notice to Licensor of the name, street address, electronic mail address, and regular and after-hours telephone numbers of a person to handle Licensee's affairs and emergencies at the ROW. Any change shall be given in writing in the manner stated for notices under this Agreement.

4.9 Coordination Meetings. Licensee shall meet with Licensor and other ROW users from time to time as requested by Licensor to coordinate and plan construction on the ROW and all matters affected by this Agreement. Licensor may require Licensee to coordinate construction with third-parties or other ROW users in order to install the Plant.

4.10 Hazardous Substances. Licensee's activities upon or about the ROW shall be subject to the following regarding any hazardous or toxic substances, waste or materials, or any substance now or hereafter subject to regulation under the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. §§ 9601, et seq., the Arizona Hazardous Waste Management Act, A.R.S. §49-901, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901, et seq., or the Toxic Substances Control Act, 15 U.S.C. 2601, et seq., or any other applicable federal, state, county, or local law pertaining to hazardous substances, waste or toxic substances and their reporting requirements (collectively "Toxic Substances"):

4.10.1 Licensee shall not produce, dispose, transport, treat, use or store any Toxic Substances upon or about the ROW. The prohibitions of the preceding sentence only shall not apply to:

4.10.1.1 Ordinary gasoline, diesel fuel or other fuels or lubricants necessary for ordinary use in motor vehicles and ordinary construction machinery permitted upon the ROW. Such materials must be properly and lawfully contained in ordinary quantities in ordinary tanks and receptacles that are permanently installed in such vehicles and machinery, or small portable tanks that are being used for fueling permitted construction machinery ("Minimal Fueling").

4.10.1.2 Electric backup batteries.

4.10.1.3 Any other materials that are commonly used in the provision of a Fiber Optics Communication System

and which Licensee has received written approval from Licensor to either produce, dispose, transport, treat, use or store upon or about the ROW.

4.10.2 Licensee shall dispose of any Toxic Substances away from the ROW as required by law and as reasonably required by Licensor.

4.10.3 Licensee shall not use the ROW in a manner inconsistent with regulations issued by the Arizona Department of Environmental Quality, or in a manner that would require a permit or approval from the Arizona Department of Environmental Quality or any other governmental agency. The preceding sentence does not prohibit ordinary permits for control of dust during construction permitted by this Agreement.

4.10.4 In addition to and without limitation of any other indemnities or obligations, Licensee shall pay, indemnify, defend and hold Licensor harmless against any loss or liability incurred by reason of any Toxic Substance on or affecting the ROW Use Areas attributable to or caused by Licensee or anyone using the ROW under this Agreement.

4.10.5 Licensee shall immediately notify Licensor of any Toxic Substance at any time discovered or existing upon the ROW. Licensee is not responsible for Toxic Substances that may exist at the ROW if Licensee, Licensee's contractors, and other persons using the ROW under this Agreement did not do any of the following:

4.10.5.1 Participate in the Toxic Material coming to the ROW.

4.10.5.2 Fail to immediately report the Toxic Material to Licensor.

4.10.5.3 Participate in spreading or otherwise disturbing the Toxic Material.

4.10.5.4 Exacerbate the effects of the Toxic Material or the difficulty or cost of dealing with the Toxic Material.

4.10.6 Licensee understands the hazards presented to persons, property and the environment by dealing with Toxic Substances. Licensee acknowledges the possibility that the ROW may contain actual or presumed asbestos and other Toxic Substances containing materials.

4.10.7 Within six (6) hours after any violation by Licensee of this Agreement pertaining to Toxic Substances, Licensee shall give Licensor notice reporting such violation.

4.11 Communications Operations Restriction. Licensee shall not install, operate, or allow the use of equipment, methodology or technology that may or would interfere with the optimum effective use or operation of Licensor's existing or future fire, emergency or other communications equipment, methodology or technology (i.e., voice or other data carrying, receiving or transmitting equipment). If such interference should occur, Licensee shall immediately discontinue using the equipment, methodology or technology that causes the interference until Licensee takes corrective measures to alter the Plant to eliminate such interference. Any such corrective measures shall be made at no cost to Licensor.

4.12 Access by Others. Licensee shall cause to comply with this Agreement all persons accessing the ROW through or under Licensee or this Agreement. Licensee is responsible for any violations of this Agreement by persons physically accessing the ROW through or under Licensee or this Agreement.

V. IMPROVEMENTS BY LICENSOR

5. Improvements by Licensor. Licensor has not promised to and is not obligated in any manner to make any improvements or perform any other construction or other work at the ROW.

VI. LICENSEE'S IMPROVEMENTS GENERALLY

6. Licensee's Improvements Generally. All of Licensee's improvements and other construction work whether or not specifically described herein upon the ROW (collectively "Licensee's Improvements") shall comply with the following and any such non-compliance shall be a material breach of this Agreement:

6.1 Construction Plans. Annually, and from time to time upon reasonable request, with at least thirty (30) calendar days prior written notice by Licensor, Licensee shall deliver to Licensor route maps showing plans for existing and proposed construction of the Plant along arterials and other principal streets and public ways within the city.

6.1.1 Annually Licensee shall furnish to Licensor route maps in a mapping format compatible with the current City electronic mapping format as specified by Licensor. The route map shall include detailed quantities of linear feet of fiber, and the size of the fiber and conduit installed within the ROW.

6.1.2 Licensor shall not be required to execute any non-disclosure agreements or any other agreement to receive any route maps.

6.1.3 The files and drawings provided by Licensee shall be disclosed as a public record only to the extent required by A.R.S. § 39-126.01. If applicable, Licensee shall mark any submitted files and drawings subject to § 39-126.01 non-disclosure as “Confidential”. Confidential information disclosed by Licensee to Licensor shall be clearly marked and identified as confidential and shall be regarded as proprietary to third parties.

6.2 Abandonment of ROW and Easements. From time-to-time the ROW and public utility easements within the boundaries of the City of Goodyear will decrease due to abandonments. Prior to Licensor abandoning any portion of the ROW or public utility easements it is necessary to obtain utility clearance letters to ensure no infrastructure has been installed within any portion of the ROW or public utility easement that is to be abandoned. After Licensee is notified of potential abandonments of the ROW and/or public utility easements, Licensee shall respond to Licensor within fifteen (15) calendar days and clearly state if the Plant or any portions thereof are located within the ROW and/or the public utility easement that is to be abandoned. If Licensee notifies Licensor that any portion of the ROW or public utility easement that is to be abandoned contains the Plant, then such planned abandonment shall be suspended pending a resolution of any conflicts. If Licensor has not received a clear and unequivocal response from Licensee within fifteen (15) calendar days after Licensee has received written notification of any potential abandonment of the ROW, Licensor shall have the right to abandon said portion of the ROW and neither Licensor nor any agent, contractor or employee of Licensor shall be liable to Licensee, its customers or third parties for any costs, service disruption or for any other harm caused them or the Plant due to Licensors abandonment of the ROW.

6.3 Permits and Inspections.

6.3.1 Prior to performing work upon the ROW, Licensee shall submit all work plans to Licensor for review by Licensor's staff in designated departments responsible for such review and shall obtain all permits and other approvals related thereto. During the course of the work, Licensee shall observe inspection, safety and other rules.

6.3.2 After Licensor issues any permits to Licensee to install the Plant or any portion thereof Licensee shall video record all water and/or wastewater/sewer lines owned by Licensor that are within ten feet (10’) of the proposed Plant installation and provide copies of the video recordings to Licensor. Within thirty (30) calendar days following completion of construction or installation of the Plant, Licensor shall video record all water and/or wastewater/sewer lines owned by Licensor that are within ten feet (10’) of the Plant installation and provide copies of the video recordings to Licensor. All video recordings shall be

done to Licensor's standards and submitted to Licensor in a format approved by Licensor.

6.3.3 Licensor's issuance of a permit does not represent any determination or assurance by Licensor that that the installation of the Plant or any portion thereof will not damage, conflict with, or interfere with any Competing User's facilities installed within the ROW. Licensee is responsible for ensuring that the installation of the Plant will not damage any Competing User's facilities and/or equipment or impair the operations of any Competing User that has facilities installed within the ROW. Licensee shall defend, indemnify and hold harmless Licensor, its employees, elected officials, consultants and agents, for, from and against any and all claims, demands, liens, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs) arising from or alleged to arise from damage caused by Licensee to any Competing User's facilities installed within the ROW and/or from any interference or service interruptions to any Competing Activities as a result of damage caused by Licensee to any Competing User's facilities.

6.4 Licensee's Improvements. Licensee's Improvements include, without limitation all modification, replacement, repairs, installation, construction, grading, structural alterations, utility, lighting or other alterations, parking or traffic alterations, removal, demolition or other cumulatively significant construction or similar work of any description, together with all installation or alteration of the Plant.

6.5 Regulatory Approval Process. The building permit processes, ROW management and similar regulatory requirements that apply to Licensee's Improvements are completely separate from the requirements of this Agreement. Licensee's satisfaction of any requirement of this Agreement does not count toward any compliance with any regulatory requirement. Licensee's satisfaction of any regulatory requirement does not count toward compliance with any requirement of this Agreement. Licensee must make all submittals and communications regarding the requirements of this Agreement through Licensor's contract administrator for this Agreement, and not through planning, building safety or other staff. Licensee must obtain all approvals in accordance with all present and future Licensor codes, policies and procedures.

6.6 Relationship of Plans Approval to Regulatory Processes. Licensee's submission of plans under this Agreement, Licensor's approval of plans for purposes of this Agreement, and the plans approval process under this Agreement, shall be separate and independent of all zoning, design review and other regulatory or similar plans submittal and approval processes, all of which shall continue to apply in addition to the requirements of this Agreement and its approvals. BUILDING PERMITS, ZONING CLEARANCES, OR ANY OTHER

GOVERNMENTAL REVIEWS OR ACTIONS DO NOT CONSTITUTE APPROVAL OF ANY PLANS FOR PURPOSES OF THIS AGREEMENT.

6.7 Work Standards. All work by Licensee under this Agreement shall conform to the standards of the Maricopa Association of Governments and of the City of Goodyear Design Standards and Practices Manual, as either may be amended from time to time. All construction by Licensee must comply with applicable ROW noise, light, timing, event planning, dust and other policies in effect from time to time.

6.8 Cost of Licensee Improvements. All Licensee's Improvements shall be designed and constructed at no expense to Licensor. In no event, including without limitation termination of this Agreement for any reason, shall Licensor be obligated to compensate Licensee in any manner for any of Licensee's Improvements or other work provided by Licensee during or related to this Agreement. Licensee shall pay, protect, indemnify, defend and hold harmless Licensor and Licensor's employees, officer's, contractors and agents against all claims related to labor, materials, professional services and other work for Licensee's Improvements. Licensee shall bear the cost of all work required from time to time to cause the ROW and other nearby property owned by Licensor to comply with local zoning rules, the Americans with Disabilities Act, building codes and all similar rules, regulations and other laws if such work is required because of work performed by Licensee, by Licensee's use of the ROW, or by any exercise of the rights granted to Licensee under this Agreement.

6.9 Improvement Quality. Any and all work performed on or within the ROW by Licensee shall be performed in a workman-like manner in accordance with industry, professional, federal, state and Licensor’s standards, as reasonably determined by Licensor and shall be diligently pursued to completion and in conformance with all building codes and similar rules.

6.10 Damage During Work.

6.10.1 If Licensee causes damage to Licensor’s property or facilities, including but not limited to, water or wastewater/sewer lines, Licensee shall immediately report such damage to Licensor.

6.10.2 If Licensee causes damage to a third party’s property or facilities Licensee shall immediately report such damage to Licensor and the third party.

6.10.3 If Licensee causes damage to the ROW, pavement, sidewalks, driveways, landscaping, wastewater/sewer lines, water lines or any other property during construction, installation, or repair of its facilities or Plant, Licensee or its authorized agent shall replace and restore such places as nearly as possible to its original condition that existed before

the damage occurred. If the repair, replacement or restoration cannot replicate the original condition, Licensee shall return the site to a condition that approximates the original condition and compensate the City for any significant difference. All repair and restoration necessary to meet the requirements set forth in this section shall be at Licensee's expense and shall be conducted in a manner acceptable to Licensor, in its sole discretion.

6.10.4 Upon performing any work upon the ROW, Licensee shall simultaneously restore the ROW to its prior condition, as directed by Licensor and repair any holes, mounting surfaces or other damage whatsoever caused by Licensee's activities to the ROW. Such work shall include replacement of pre-existing vegetation and appropriate repairing or replacing pre-existing irrigation systems for revegetated areas, if any.

6.11 Restoration.

6.11.1 Following installation, repair or replacement work performed in the Use Areas, Licensee shall restore disturbed areas of the Use Areas to a condition equal to or better than the condition of the Use Areas immediately prior to Licensee's activities. The preceding sentence does not require Licensee to repair or maintain Licensor's or third-party facilities at the Use Area unless such work is attributable in whole or in part to Licensee's use of the Use Area.

6.11.2 Licensee shall repair or replace all pavement, sidewalks, curbs, landscaping and any other Licensor's improvements of any description that may be damaged in the course of Licensee's activities under this Agreement. Such work, repair or replacement shall be to Licensor's standards, rules and/or policies published from time to time. Licensee shall coordinate with Licensor on all repairs or replacement of any of Licensor's facilities.

6.12 Indemnification. In addition to any indemnity granted in this Agreement and to the fullest extent permitted by law, Licensee agrees to indemnify, defend, and hold harmless Licensor and any of its departments, agencies, officers, employees, elected officials, and representatives from all damages, claims, or liabilities including without limitation personal injury, death, and property damage and expenses (including attorney's fees) arising out of, or resulting from any damage to any of Licensor's property, any damage to a third-party's property and Licensee's performance or failure to perform the restoration or repairs required of Licensee under the terms of this Agreement.

6.13 Coordination with Permit Process. Licensee shall perform no construction work in the Use Areas without obtaining through normal processes

from Licensor all necessary or required permits that give Licensee permission to work in the ROW. Licensee shall not alter or perform any work to Licensor's improvements without first obtaining through normal processes from Licensor a permit giving permission to alter Licensor's improvements. Licensee shall not obstruct traffic without obtaining through normal processes from Licensor a permit granting permission to obstruct traffic.

6.14 Disturbance of Toxic Substances. Prior to undertaking any construction or other significant work, Licensee shall cause the Use Areas to be visually inspected for any signs of potential asbestos or other Toxic Substances. Prior to any work of any description that bears a material risk of disturbing potential asbestos or other Toxic Substances, Licensee shall cause the contractor or other person performing such work to give to Licensor notice by the method described in this Agreement to the effect that the person will inspect for such materials, will not disturb such materials, and will indemnify, defend and hold Licensor harmless against any disturbance in such materials in the course of the contractor's or other person's work. Licensee shall cause any storage, inspection, treatment, transportation, disposal, handling, or other work involving Toxic Substances by Licensee upon the ROW to be performed by persons, equipment, facilities and other resources who are at all times properly and lawfully trained, authorized, licensed, permitted and otherwise qualified to perform such services. Licensee shall promptly deliver to Licensor copies of all reports or other information regarding Toxic Substances.

6.15 Work Classifications. All Licensee Improvements and other construction, repair, maintenance and other work (collectively "Work") shall be divided into three categories ("Heavy Work", "Medium Work" and "Light Work"):

6.15.1 Heavy Work is any work that involves any of the following:

6.15.1.1 Complete blockage of a sidewalk or trail.

6.15.1.2 Any Work or construction signage closer to the center of a street than the edge of pavement or back of curb.

6.15.1.3 Any Work that involves workers or equipment within thirty (30) feet of an intersection measured from the closest edge of pavement or back of curb.

6.15.1.4 Any Work that does or is projected to take more than seven (7) calendar days to complete.

6.15.1.5 Any Work that involves excavating more than five (5) cubic yards of dirt, digging more than three hundred (300) feet of trench, or any boring.

6.15.1.6 Any Work that involves any traffic breaks, diversions or interruptions, any temporary or permanent alteration of traffic signals or signs or other traffic control devices, or any rerouting of any traffic.

6.15.2 Medium Work is all Work that is not Heavy Work but involves workers or equipment being used or located within ten (10) feet of any portion of any public street ROW designated for vehicular travel, within one hundred (100) feet of the nearest part of any intersection measured from the closest edge of pavement or back of curb, or upon or interfering in any way with any sidewalk, path or trail.

6.15.3 Light work is Work that is not Medium Work or Heavy Work.

6.16 Street Classifications. All ROW shall be divided into three categories ("Critical Streets", "Large Streets", and "Small Streets") as follows:

6.16.1 Critical Streets are all of the Litchfield Road, Estrella Parkway, Van Buren St, and McDowell Road ROW and all ROW within one hundred feet (100') of the ROW of any of these roads. Critical Streets are only the streets named in this paragraph and do not include other streets encircled by or near the Critical Streets.

6.16.2 Large Streets are all streets shown on Goodyear's General Plan as Major Arterials, Minor Arterials or Collectors.

6.16.3 Small Streets are all Route ROW that is not Critical Streets or Large Streets.

6.17 Light Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Light Work shall comply with the following:

6.17.1 Licensee shall obtain all permits.

6.17.2 Licensee shall not perform Light Work to Critical Streets during the hours of 7 a.m. to 9 a.m. or 4 p.m. to 6 p.m. Monday through Friday (collectively "Rush Hours").

6.18 Medium Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Medium Work shall comply with all of the restrictions applicable to Light Work and also with the following:

6.18.1 Licensee shall give Licensor ten (10) calendar days advance notice of any Medium Work.

6.18.2 Licensee shall not perform Medium Work to Critical Streets or Large Streets during Rush Hours.

6.19 Heavy Work Restrictions. Unless expressly agreed to by Licensor, on a case-by-case basis, all Heavy Work shall comply with all of the restrictions applicable to Medium Work and Light Work and also with the following:

6.19.1 Heavy Work is prohibited on Critical Streets during the period from February 1 to March 31.

6.19.2 Licensee shall follow the existing construction and traffic control permitting processes for Heavy Work.

6.19.3 Licensee's giving notice under this paragraph is not a substitute for obtaining Licensor's approval of the proposed work.

6.20 Work Restriction Waivers. Licensor's contract administrator shall have authority but not an obligation to grant written exceptions to the provisions of this Agreement that limit the calendar days or times during which Licensee may conduct Work.

VII. LICENSEE'S INITIAL PROJECT CONSTRUCTION

7. Licensee's Initial Project Construction. Licensee is not required to construct any portion of the Plant by any particular deadline.

VIII. MAINTENANCE AND OPERATIONS

8. Maintenance and Operations. Except as expressly provided below, Licensee shall be solely responsible for all maintenance, repair and utilities for the Plant during the term of this Agreement. Without limitation, Licensee shall perform the following:

8.1 Right of Inspection. Licensor shall be entitled to inspect all construction, reconstruction or installation work and to make such tests as it deems necessary to ensure compliance with the terms of this Agreement, the Engineering Design Standards and Policies Manual, or other Laws. All Licensor plans reviews, inspections, standards and other rights and actions with relation to Licensee's Improvements are for Licensor's sole and exclusive benefit and neither Licensee nor any other person shall rely thereon or have any rights related thereto.

8.2 Identification. All Licensee employees, contractors and subcontractors shall wear on their clothing a clearly visible identification card bearing their name and photograph and Licensee's logo or name. Licensee shall account for all Licensee issued identification cards at all times. Every service vehicle of Licensee, its contractors and its subcontractors shall be clearly identified as such to the public. Licensee vehicles shall prominently display Licensee's name

and logo. Other vehicles shall prominently display the contractor's or subcontractor's name.

8.3 Construction Notification. Unless expressly agreed to by Licensor, on a case-by-case basis, Licensee shall notify the occupant of any residence at least ten (10) calendar days prior to any work performed in front of a residential driveway or along any residential street that would otherwise impede traffic or access to a residence. In addition to providing notice to the occupant of any residence, when applicable, Licensee shall also provide notice to any homeowner's association, property association or similar management company at least ten (10) calendar days prior to any work being performed within the ROW involving street closures, trenching, or that would otherwise impede traffic or access to a residence of a residentially zoned area. Licensor may establish other requirements for Licensee to notify any occupant of any single-family or multi-family residence prior to performing work within the ROW.

8.4 Maintenance by Licensor. Licensor has no maintenance or repair obligations for the Use Areas.

8.5 Maintenance by Licensee. Licensee shall at all times repair and maintain the Plant at the Use Areas at Licensee's sole expense in a sound, clean, safe manner, meeting or exceeding standard industry practices of maintenance of comparable facilities in the southwest United States as determined in Licensor's discretion.

IX. BREACH BY LICENSEE

9. Breach by Licensee. Licensee shall comply with the terms and provisions of this Agreement and shall cause all persons using the Use Areas under the authority granted Licensee by this Agreement to do the same. Licensee's failure to do so shall be a material breach by Licensee of this Agreement.

9.1 Events of Default. This entire Agreement is made upon the condition that each and every one of the following events shall be deemed an "Event of Default" by Licensee of Licensee's material obligations under this Agreement:

9.1.1 If Licensee shall be in arrears in the payment of Fee Payment due and not paid and shall not cure such arrearage within ten (10) calendar days after Licensor has notified Licensee of such arrearage.

9.1.2 If Licensee shall fail to keep the Certificate in effect.

9.1.3 If Licensee shall fail to maintain any insurance required by this Agreement.

9.1.4 If Licensee shall be the subject of a voluntary or involuntary bankruptcy, receivership, insolvency or similar proceeding or if any assignment of any of Licensee's or such other person's property shall be made for the benefit of creditors or if Licensee or such other person dies or is not regularly paying its debts as they come due (collectively a "Licensee Insolvency").

9.1.5 If Licensee shall fail to comply with the Site Documents and shall not cure such noncompliance before the earlier of:

9.1.5.1 The date such non-compliance causes any harm to Licensor.

9.1.5.2 The date sixty (60) calendar days after Licensor gives Licensee notice of such noncompliance.

9.1.6 If the issuer of any letter of credit shall fail for any reason to timely and fully honor any request by Licensor for funds or other performance under the instrument and Licensee fails to cause the issuer to or some other person to honor the request within ten (10) calendar days after Licensor notifies Licensee that such request has not been honored.

9.1.7 If Licensee shall fail to obtain or maintain any licenses, permits, or other governmental approvals pertaining to the ROW or timely pay any taxes pertaining to the ROW and shall not cure such failure within sixty (60) calendar days.

9.1.8 If Licensee shall engage in a pattern of repeated failure (or neglect) to timely do or perform or observe any provision contained herein. After Licensor has once given notice of any failure by Licensee to comply with any provision of this Agreement, the following shall constitute a repeated failure by Licensee to comply with such provision:

9.1.8.1 Three (3) failures to comply with any provision of this Agreement during any ninety (90) day period.

9.1.8.2 Four (4) or more failures to comply with any provision of this Agreement during any twelve (12) month period.

9.1.9 If Licensee shall fail to or neglect to timely and completely do or perform or observe any other provisions contained herein and such failure or neglect shall continue for a period of sixty (60) calendar days after Licensor has notified Licensee in writing of such failure or neglect.

9.1.10 If Licensee fails to cooperate with Licensor during any audit of Covered Information as defined in this Agreement.

9.2 Licensor's Remedies. Upon the occurrence of any Event of Default or at any time thereafter, Licensor may, at its option and from time to time, exercise at Licensee's expense any or all or any combination of the following cumulative remedies in any order and repetitively at Licensor's option:

9.2.1 Terminate this Agreement. If Licensor terminates this Agreement, then within seven (7) calendar days of notification by Licensor, Licensee may request a hearing before the City Manager, or their designee, any decision made by the City Manager, or their designee shall be final. Termination of this Agreement due to Licensee's breach or for any other reason does not terminate Licensee's obligations arising during the time simultaneous with or prior to or the termination, and in no way terminates any of Licensee's liability related to any breach of this Agreement.

9.2.2 Cause a receiver to be appointed for the continuing performance of Licensee's obligations at the Use Areas.

9.2.3 Pay or perform, for Licensee's account, in Licensee's name, and at Licensee's expense, any or all payments or performances required hereunder to be paid or performed by Licensee.

9.2.4 Abate at Licensee's expense any violation of this Agreement. Notwithstanding anything in this Agreement to the contrary, unilaterally and without Licensee's or any other person's consent or approval, draw upon, withdraw or otherwise realize upon or obtain the value of any letter-of-credit, escrowed funds, insurance policies, or other deposits, sureties, bonds or other funds or security pledged for Licensor's benefit pursuant to this Agreement and use the proceeds for any remedy permitted by this Agreement.

9.2.5 Be excused without any liability to Licensee thereof from further performance of any or all obligations under this Agreement.

9.2.6 Require an additional security deposit adequate in Licensor's sole discretion to protect Licensor and the ROW in light of Licensee's history of performance under this Agreement.

9.2.7 Assert, exercise or otherwise pursue at Licensee's expense any and all other rights or remedies, legal or equitable, to which Licensor may be entitled, subject only to the limitation set out below on Licensor's ability to collect money damages in light of the Violation Fee Payment.

9.3 Violation Fee Payment. In lieu of certain money damages (the

"Inconvenience Costs") set out below, the following shall apply to Licensee's violation of certain limited requirements of this Agreement (the "Violation Fee Provisions"):

9.3.1 The Inconvenience Costs are the money damages that Licensor suffers in the form of administrative cost and inconvenience, disharmony among Competing Users, and general inconvenience in ROW use by Licensor, Competing Users and the public when Licensee fails to comply with the Violation Fee Provisions.

9.3.2 Licensee's failure to comply with Violation Fee Provisions will result in Inconvenience Costs in an amount that is and will be impracticable to determine. Therefore, the parties have agreed that, in lieu of Licensee paying to Licensor as damages the actual amount of the Inconvenience Costs for violating the Violation Fee Provisions, Licensee shall pay Violation Fee Payment.

9.3.3 Violation Fee Payment is only intended to remedy Inconvenience Costs that Licensor suffers because of Licensee's breach of the Violation Fee Provisions. Licensee's payment of Violation Fee Payment does not in any way excuse any breach by Licensee of this Agreement or limit in any way Licensor's obtaining any other legal or equitable remedy provided by this Agreement or otherwise or such breach. For example, Licensee's obligation to pay Violation Fee Payment does not in any way detract from Licensee's indemnity and insurance obligations under this Agreement, which shall apply according to their terms in addition to Licensee's obligation to pay Violation Fee Payment.

9.3.4 Except as may be expressly stated in this paragraph, no cure period applies to the accrual of Violation Fee Payment.

9.3.5 Licensee may elect to draw upon the letter of credit to collect the Violation Fee Payment

9.3.6 The Violation Fee Provisions and the amount of the Violation Fee Payment per calendar day or part thereof are as follows:

9.3.6.1 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to properly restore the public ROW or to correct related violations of specifications, code, ordinance or standards within ten (10) calendar days after Licensor's notice to correct such defects except where such curative efforts by Licensee are precluded by a force majeure event. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to restore the ROW or correct the violation.

9.3.6.2 The amount of Six Hundred Dollars ($600.00) per calendar day for Licensee's failure to temporarily or permanently relocate or otherwise modify the Plant as requested by Licensor ninety (90) calendar days after Licensor's notice to temporarily or permanently relocate or otherwise modify the Plant except where such curative efforts by Licensee are precluded by a force majeure event or otherwise agreed to by the parties. Such Violation Fee Payment shall be in addition to any cost the Licensor may incur to remove or relocate or otherwise modify the Plant or correct the violation.

9.3.6.3 The amount of Two Hundred Fifty Dollars ($250.00) per calendar day for each failure to make Licensee's books and records available as required by this Agreement.

9.3.6.4 The amount of Five Thousand Dollars ($5,000.00) for any unauthorized partial or total assignment of this Agreement.

9.3.6.5 The amount of Five Hundred Dollars ($500.00) per instance of any other action or non-action by the Licensee contrary to this Agreement that causes Inconvenience Costs and that is not cured after three (3) calendar days' notice.

9.3.7 Violation Fee Payments shall be assessed as follows:

9.3.7.1 If Licensor determines that Licensee is liable for Violation Fee Payment, then Licensor shall issue to Licensee a notice of Licensor's assessing a Violation Fee Payment. The notice shall set forth the nature of the violation and the amount of the assessment. Licensee shall: (i) have ten (10) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within ten (10) calendar days, Licensee shall pay the Violation Fee Payment. However, if the Violation Fee Payment amount exceeds Five Thousand Dollars ($5,000), then (i) Licensee shall have thirty (30) calendar days after the notice to pay the Violation Fee Payment or give Licensor notice contesting the assertion of noncompliance and (ii) If Licensee fails to respond to the notice within thirty (30)

calendar days, Licensee shall pay the Violation Fee Payment.

9.3.7.2 In the event that Licensee notifies Licensor of a dispute related to the nature of an alleged violation, the parties agree to meet and review the alleged violation within ten (10) business days. After reviewing the nature of an alleged violation Licensor shall issue a final decision on whether to assess Licensee a Violation Fee Payment.

9.4 Effect of Abandonment. In addition to Licensor's other rights, if Licensee abandons the Plant during the term of this Agreement, or fails to operate the Plant in accordance with its duty to provide continuous service, Licensor, at its option, may acquire ownership of the Plant; operate the Plant; designate another entity to operate the Plant temporarily until Licensee restores service under conditions acceptable to Licensor or until the license is revoked and a new Licensee selected by Licensor is providing service; or obtain an injunction requiring Licensee to continue operations. If Licensor operates or designates another entity to operate the Plant, Licensee shall reimburse Licensor or its designee for all reasonable costs and damages incurred that are in excess of the revenues from the Plant. Licensor shall give Licensee seven (7) calendar days' notice before operating or designating another entity to operate the Plant. If Licensee abandons only part of the Plant, then this paragraph shall apply to the part abandoned. A part of the Plant shall be deemed to be abandoned if Licensee fails to respond in the affirmative within sixty (60) calendar days to a written notice from Licensor requesting that Licensee confirm that Licensee is maintaining the part of the Plant and that it is available for use by Licensee's customers.

9.5 Non-waiver. Licensee acknowledges Licensee's unconditional obligation to comply with this Agreement. No failure by Licensor to demand any performance required of Licensee under this Agreement, and no acceptance by Licensor of any imperfect or partial performances under this Agreement, shall excuse such performance or impair in any way Licensor's ability to insist, prospectively and retroactively, upon full compliance with this Agreement. No acceptance by Licensor of Fee Payment payments or other performances hereunder shall be deemed a compromise or settlement of any right Licensor may have for additional, different or further payments or performances. Any waiver by Licensor of any breach of condition or covenant herein contained to be kept and performed by Licensee shall not be deemed or considered as a continuing waiver and shall not operate to bar or otherwise prevent Licensor from declaring a default for any breach or succeeding or continuing breach either of the same condition or covenant or otherwise. No statement, bill or notice by Licensor or Licensee concerning payments or other performances due hereunder, or failure by Licensor to demand any performance hereunder, shall excuse Licensee from compliance with this Agreement nor stop Licensor (or otherwise impair Licensor's ability) to at any time correct such notice and/or

insist prospectively and retroactively upon full compliance with this Agreement. No waiver of any description (INCLUDING ANY WAIVER OF THIS SENTENCE OR PARAGRAPH) shall be effective against Licensor unless made in writing by a duly authorized representative of Licensor specifically identifying the particular provision being waived and specifically stating the scope of the waiver. LICENSEE EXPRESSLY DISCLAIMS AND SHALL NOT HAVE THE RIGHT TO RELY ON ANY SUPPOSED WAIVER OR OTHER CHANGE OR MODIFICATION, WHETHER BY WORD OR CONDUCT OR OTHERWISE, NOT CONFORMING TO THIS PARAGRAPH.

9.6 Reimbursement of Licensor's Expenses. Licensee shall pay to Licensor within thirty (30) calendar days after Licensor's demand any and all amounts expended or incurred by Licensor in performing Licensee's obligations after an Event of Default together with interest thereon at the rate of one and one-half percent (1.5%) per month from the date expended or incurred by Licensor.

9.7 Inspection. Licensor shall have access to all portions of the Use Areas at all times and without notice for the purpose of examining, inspecting, evaluating, planning, repairing, designing, maintaining or showing the Use Areas or exercising Licensor's other rights hereunder. Licensee shall promptly undertake appropriate action to rectify any deficiency (identified by Licensor during such inspections or otherwise) in Licensee's compliance with this Agreement. This paragraph does not limit Licensor's other rights of access to the Use Areas elsewhere in this Agreement or otherwise. This right of access is in addition to access rights for Licensor inspectors or other employees and officers acting within their legal authority.

9.8 Breach by Licensor. Notwithstanding anything in this Agreement to the contrary, if Licensor at any time is required to pay to Licensee any amount or render any performance, such amount or performance is not due until thirty (30) calendar days after notice by Licensee to Licensor that the amount has become payable or that the performance is due. In the event a cure cannot be effected during that period, Licensor shall not be in default so long as Licensor commences cure during the period and diligently prosecutes the cure to completion provided such cure must be completed within sixty (60) calendar days after the notice.

9.9 Right to Setoff and Credit. In addition to its other rights and remedies under this Agreement, Licensor shall have the right to setoff and credit from time to time and at any time, any and all amounts due from Licensee to Licensor, whether pursuant to this Agreement or otherwise, against any sum which may be due from Licensor to Licensee pursuant to this Agreement or otherwise.

X. TERMINATION OR EXPIRATION

10. Rights at Termination or Expiration. The following provisions shall apply at the

expiration of the term hereof or upon any other termination of this Agreement (taking into account any extensions of this Agreement):

10.1 Expiration.

10.1.1 Notice of Expiration. Upon expiration of this Agreement for any reason, Licensor shall provide notice to Licensee of expiration of this Agreement.

10.1.2 Holding Over. In any circumstance whereby Licensee would remain in possession or occupancy of the Use Areas after the expiration of this Agreement, such holding over shall operate as a limited renewal or extension of this Agreement from month to month (the "Holdover Period") that may be terminated at any time by Licensor upon sixty (60) calendar days' notice to Licensee, or by Licensee upon sixty (60) calendar days' notice to Licensor

10.1.3 Surviving Obligations. Expiration of this Agreement does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the expiration or events leading to or occurring before expiration. During any Holdover Period, Licensee shall be required to maintain all insurance as required by this agreement and provide and maintain a current letter of credit during the entire Holdover Period.

10.1.4 Permits. During any Holdover Period Licensor, at Licensor's sole discretion, may withhold the issuance of any permits to Licensee to perform any work within the ROW. Licensee shall not modify the Plant or perform any work in the ROW during any Holdover Period without receiving express permission to perform work in the ROW in addition to all necessary permits from Licensor.

10.1.5 Fee Payment. During any Holdover Period Licensee shall pay an amount based on Licensee's use of the Plant (the "Holdover Monthly Fee Payment"). The amount of the Holdover Monthly Fee Payment shall be one-twelfth (1/12) of the Annual Fee Payment and shall be due and payable before the tenth (10th) day of each calendar month. During any Holdover Period no credit for any in-kind contributions made by Licensee shall be applied to the Holdover Monthly Fee Payment. Any Holdover Monthly Fee Payment received after the tenth (10th) day of the calendar month immediately following the expiration of the Agreement or any month thereafter during the Holdover Period shall be charged all applicable Late Fees.

10.1.6 New Agreement. Licensor and Licensee shall work in good faith to enter into a new license during any Holdover Period.

10.1.7 In-Kind Contribution. If in-kind contributions or services are being

provided to Licensor then Licensee shall continue to allow Licensor the ability to access or use any and all in-kind contributions throughout any Holdover Period.

10.2 Termination.

10.2.1 Surviving Obligations. Licensor's termination of this Agreement due to an Event of Default or any other reason does not terminate Licensee's obligations existing or arising prior to or simultaneous with, or attributable to, the termination or events leading to or occurring before termination.

10.2.2 Delivery of Possession. Upon termination of this Agreement Licensee shall cease using the Use Areas. Licensee shall without demand, peaceably and quietly quit and deliver up the Use Areas to Licensor in as good order and condition, reasonable use and wear excepted, as the Use Areas may now be in or in such better condition as the Use Areas may hereafter be placed.

10.2.3 New Approvals and Agreements. Upon termination of this Agreement for any reason, Licensee shall no longer have the right to use the ROW. After such period, any right, if any, for the Plant to be in the ROW shall be pursuant to such new approvals and agreements, if any, and not pursuant to this Agreement.

10.2.4 Confirmation of Termination. Upon termination of this Agreement for any reason, Licensee shall provide to Licensor upon demand a confirmation of termination of this Agreement executed and acknowledged by Licensee and by all persons who claim that they have received from or through Licensee any interest in or right to use the ROW.

10.2.5 Removal of Improvements. NOTWITHSTANDING anything in this paragraph or the remainder of this Agreement to the contrary, unless Licensor directs otherwise, Licensee shall leave the cable, conduits, other appurtenances, and the remainder of the entire Plant in place in good condition, in working order, with each cable and conduit end properly labeled and enclosed in proper junction boxes, and in safe condition. However, to the extent Licensor gives notice requesting the work, Licensee shall remove all of the Plant and restore the Use Areas to its prior condition, or to a condition matching Licensor's surrounding land and improvements. Notwithstanding the preceding sentence, Licensee is not obligated to remove horizontal underground conduit, along with cables that are buried directly in the ground without conduits. Such work shall include revegetation and appropriate irrigation systems for revegetated areas. Title to any and all personal property installed by

Licensee upon the ROW that is not removed during that period shall automatically vest in Licensor. Licensor shall give Licensee One Hundred Twenty (120) calendar days' notice before requiring removal of the Plant.

XI. INDEMNITY AND INSURANCE

11. Insurance Responsibility. During the entire term of this Agreement, Licensee shall insure its property and activities at and about the Use Areas and shall provide insurance and indemnification as follows:

11.1 Insurance Required. Not later than the date of this Agreement, and at all times thereafter when Licensee is occupying or using the Use Areas in any way, Licensee shall obtain and cause to be in force and effect the following insurance:

11.1.1 Commercial General Liability. Commercial general liability insurance with a limit of Five Million and No/100 Dollars ($5,000,000.00) for each occurrence, a limit of Five Million and No/100 Dollars ($5,000,000.00) for products and completed operations annual aggregate, and a limit of Five Million and No/100 Dollars ($5,000,000.00) general aggregate limit per policy year. The policy shall cover liability arising from premises, operations, independent contractors, products, completed operations, personal injury, bodily injury, advertising injury, and liability assumed under an "insured contract" including this Agreement. The policy will cover Licensee's liability under the indemnity provisions of this Agreement. The policy shall contain a "separation of insureds" clause.

11.1.2 Automobile Liability. Automobile liability insurance with a limit of One Million Dollars ($1,000,000) for each accident covering any and all owned, hired, and non-owned vehicles assigned to or used in any way in connection with Licensee's use of the ROW. Without limitation, such insurance shall cover hazards of motor vehicle use for loading and offloading.

11.1.3 Workers' Compensation. Such workers' compensation and similar insurance as is required by law and employer's liability insurance with a minimum limit of One Hundred Thousand Dollars ($100,000.00) for each accident, One Hundred Thousand Dollars ($100,000.00) disease for each employee, Five Hundred Thousand Dollars ($500,000.00) policy limit for disease. All contractors and subcontractors must provide like insurance.

11.2 Policy Limit Escalation. Licensor may elect by notice to Licensee to increase the amount or type of any insurance to account for inflation, changes

in risk, or any other factor that Licensor reasonably determines to affect the prudent amount of insurance to be provided.

11.3 Form of All Insurance. All insurance provided by Licensee with respect to the ROW, whether required by this Agreement or not, shall meet the following requirements:

11.3.1 "Occurrence" coverage is required. "Claims made" insurance is not permitted, except for Broadcast Insurance.

11.3.2 If Licensee uses any excess insurance then such excess insurance shall be "follow form" equal to or broader in coverage than the underlying insurance.

11.3.3 Policies must also cover and insure Licensee's activities relating to the business operations and activities conducted away from the ROW.

11.3.4 Licensee must clearly show by providing copies of insurance certificates and formal endorsements acceptable to Licensor that all insurance coverage required by this Agreement is provided.

11.3.5 Licensee's required insurance shall be primary insurance and non-contributory with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.6 All policies, including workers' compensation, shall waive transfer rights of recovery (subrogation) against Licensor and Licensor's employees, officials, representatives, officers and agents (all of whom, including Licensor, are collectively "Additional Insureds").

11.3.7 All deductibles, retentions, or "self-insured" amounts shall be subject to the following:

11.3.7.1 Licensee shall be solely responsible for all such amounts.

11.3.7.2 Such amounts shall not exceed in total Five Hundred Thousand Dollars ($500,000.00) per loss. At such times as Licensee's net worth is more than One Hundred Million Dollars ($100,000,000.00), such limit shall be One Million and No/100 Dollars ($1,000,000.00).

11.3.7.3 Any self-insured exposure shall be deemed to be an insured risk under this Agreement.

11.3.7.4 Licensee's obligation to reimburse an insurer after the Insurer defends and pays a claim is not a deductible, retention or "self-Insured" amount for purposes of this paragraph.

11.3.7.5 Licensee shall provide to the beneficiaries of all such amounts no less insurance protection than if such self-insured portion was fully insured by an insurance company of the quality and caliber required hereunder.

11.3.7.6 The right to self-insure is limited and specific to Licensee and does not extend to Licensee's contractors or others.

11.3.8 All required policies except workers' compensation must include Licensor and the other Additional Insureds as additional insureds. Licensee shall cause coverage for Additional Insureds to be incorporated into each insurance policy by endorsement with respect to claims arising out of Licensee's operations, activities and obligations under this Agreement.

11.3.9 All policies must require the insurer to endeavor to provide Licensor with at least thirty (30) calendar days prior notice of any cancellation.

11.3.10 All required policies shall require that notices be given to Licensor in the manner specified for notices to Licensor under this Agreement.

11.4 Insurance Certificates. Licensee shall evidence all required insurance by furnishing to Licensor certificates of insurance and endorsements upon inception of this Agreement and with each change in insurance coverage. Certificates must evidence that the policy described by the certificate is in full force and effect and that the policy satisfies each requirement of this Agreement applicable to the policy. For example, certificates must evidence that Licensor and the other Additional Insureds are additional insureds. Certificates must be in a form acceptable to Licensor. Licensee shall provide updated certificates and endorsements at Licensor's request.

11.5 Acceptable Insurers. All insurance policies shall be issued by insurers acceptable to Licensor. At a minimum, all insurers shall be duly licensed (or qualified unlicensed non-admitted insurer) by the State of Arizona, Department of Insurance. At a minimum, all insurers shall have and maintain an A.M. Best, Inc. rating of B++ 6.

11.6 No Representation of Coverage Adequacy. By requiring insurance herein, Licensor does not represent that coverage and limits will be adequate to protect Licensee. Licensor reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve Licensee from, nor be construed or deemed a waiver of, Licensee's obligation to maintain the required insurance at all times.

11.7 Indemnity. In addition to all other indemnities and other obligations hereunder, to the fullest extent permitted by law, throughout the term of this Agreement and until all obligations and performances under or related to this Agreement are satisfied and all matters described in this paragraph are completely resolved, Licensee (and all other persons using, acting, working or claiming through or for Licensee or this Agreement (if they or their subcontractor, employee or other person or entity hired or directed by them participated in any way in causing the claim in question)) shall jointly and severally indemnify, defend and hold harmless Licensor and all other Additional Insureds for, from and against any and all claims or harm related to Licensee's use of the ROW, or the rights granted to Licensee with respect to the ROW or Licensee's exercise of its rights under this Agreement (the "Indemnity"). Except as otherwise limited by this Agreement, the Indemnity shall include and apply to any and all allegations, demands, judgments, assessments, taxes, impositions, expenses, proceedings, liabilities, obligations, suits, actions, claims (including without limitation claims of personal injury, bodily injury, sickness, disease, death, property damage, destruction, loss of use, financial harm, or other impairment), damages, losses, expenses, penalties, fines or other matters (together with all attorney fees, court costs, and the cost of appellate proceedings and all other costs and expenses of litigation or resolving the claim) that may arise in any manner out of any use of the ROW or other property related to this Agreement or any actions, acts, errors, mistakes or omissions relating to work or services in the performance of or related to this Agreement, including without limitation any injury or damages or cause of action claimed or caused by any employees, contractors, subcontractors, tenants, subtenants, agents or other persons upon or using the ROW or surrounding areas related to this Agreement, including without limitation, claims, liability, harm or damages caused in part by Licensor or any other Additional Insured or anyone for whose mistakes, errors, omissions or negligence Licensee or Licensor may be liable. As a condition to Licensor's executing this Agreement, Licensee specifically agrees that to the extent any provision of this paragraph is not fully enforceable against Licensee for any reason whatsoever, this paragraph shall be deemed automatically reformed to the minimal extent necessary to cause it to be enforceable to the fullest extent permitted by law. The Indemnity shall also include and apply to any environmental injury, personal injury or other liability relating to Licensee's use of real property under

this Agreement. Notwithstanding the foregoing, the Indemnity does not apply to:

11.7.1 Claims arising only from the sole gross negligence or intentionally wrongful acts of Licensor.

11.7.2 Claims that the law prohibits from being imposed upon the indemnitor.

11.8 Risk of Loss. Licensee assumes the risk of any and all loss, damage or claims related to Licensee's use of the ROW or other property of Licensor, Licensee or third parties throughout the term hereof. Licensee shall be responsible for any and all damage to its property and equipment related to this Agreement.

11.9 Insurance to be Provided by Others. Licensee shall cause its contractors or other persons occupying, working on or about, or using the ROW pursuant to this Agreement to be covered by their own or Licensee's insurance in the amounts and coverages required by this Agreement and conforming to the other requirements of this Agreement.

XII. CONDEMNATION

12. Condemnation. The following shall govern any condemnation of any part of or interest in the Use Areas and any conveyance to Licensor or another condemnor in avoidance or settlement of condemnation or a threat of condemnation:

12.1 Termination for Condemnation. This Agreement shall terminate as to the part taken on the date that is the earlier of the date title vests in the condemnor, or the date upon which the condemnor is let into possession.

12.2 Power to Condemn. Licensee acknowledges that Licensor and others from time to time may use the power to condemn the Use Areas or any interest therein or rights thereto. Licensor has not relinquished any right of condemnation or eminent domain over the Use Areas. Licensor does not warrant that Licensor will not condemn the Use Areas during the term of this Agreement, but Licensor does not presently have intentions to condemn the Use Areas.

12.3 Licensee’s Facilities. In the event any of the Use Areas are condemned through an Eminent Domain action by Licensor, Licensee shall be compensated on a fair market value basis the value of Licensee's Facilities by Licensor. In the event any of the Use Areas are condemned by any other condemnor, Licensee shall be entitled to all amounts allocated to the fair market value of Licensee's Facilities that have been condemned, minus any leasehold value of Licensor-owned property whether real or personal.

XIII. DAMAGE TO USE AREAS

13. Damage to Use Areas. In the event of damage to or destruction of the Plant by fire, explosion, the elements, the public enemy, or other casualty, Licensee shall commence restoring the casualty damage within thirty (30) calendar days. Licensee shall endeavor to complete the restoration work within one hundred and twenty (120) calendar days after commencing the restoration work. Licensee's restoration work shall be subject to the plans approval process and all other requirements for Licensee's Improvements. Licensee shall perform all restoration work at Licensee's sole cost and expense. Upon Licensors request, Licensee shall provide to Licensor no later than the tenth (10th) calendar day after such request a written report of the progress of the restoration work.

XIV. LICENSEE'S RECORDS

14. Licensee's Records. During the entire term of this Agreement, Licensee shall keep records and provide information to Licensor. Licensee shall cooperate with Licensee or any third party designated by licensee during any audit of Licensee's records related to this Agreement or use of the ROW as follows:

14.1 Scope of Information. Unless otherwise specified, all of Licensee's recordkeeping and disclosure obligations under this article include and are limited to the following cumulative topics as reasonably determined by Licensor to be related to Licensee's use of the ROW under this Agreement (collectively the "Covered Information"):

14.1.1 The status of the construction, repair or restoration of Licensee Improvements, including but not limited to the total amount of linear feet of trench in the ROW where Licensee installs copper, fiber optic or other cable conductor and/or conduit and its actual and intended uses.

14.1.2 Information relating to this Agreement or to Licensor's or Licensee's rights or obligations under this Agreement, including but not limited to the Gross Revenues related to the use of the Plant within the ROW.

14.2 Records Inspection. Licensee shall:

14.2.1 Permit and assist Licensor and its representatives at all reasonable times to inspect, audit, and copy Licensee's records of Covered Information.

14.2.2 Make the records of Covered Information (and reasonable accommodations for Licensor's audit and inspection) available to Licensor at Licensee's offices in Maricopa County, Arizona or at Licensor's location.

14.2.3 Cause Licensee's employees and agents and accountants to give their full cooperation and assistance in connection with Licensor's access to the Covered Information.

14.3 Record Retention. Licensee shall preserve records of the Covered Information in a secure place at Licensee's corporate headquarters in the continental United States and available to Licensor on request for review within the City of Goodyear, Maricopa County, Arizona for a period ending seven (7) years after the time period reported by the records.

14.4 Record Media Included. Licensor's and Licensee's rights and obligations regarding the Covered Information apply regardless of the type of media, materials, or data repositories that may contain the Covered Information. Licensor's rights to the Covered Information apply regardless of whether the Covered Information is stored on recordings, notes, ledgers, correspondence, reports, drawings, memoranda, or other repository of Covered Information.

14.5 Reports. Upon not less than thirty (30) calendar days' notice, Licensee shall deliver to Licensor written reports (and, if requested by Licensor, a presentation to Licensor's governing council or designee) covering such Covered Information as Licensor may request from time to time. Unless Licensor has a basis for believing that Licensee might not be in compliance with this Agreement, Licensor shall not make more than one such request covering the same information in any twelve (12) month period.

14.6 Standards for Records. Licensee shall maintain a standard, modern system of recordkeeping for the Covered Information and shall keep and maintain proper and accurate books and other repositories of information relating to the Covered Information in accordance with generally accepted accounting principles applied on a consistent basis.

14.7 Failure to Comply. If any time during the term of this Agreement or any renewal thereof, Licensee fails to cooperate and or comply with the terms of this Section it shall be an Event of Default and Licensor may terminate this Agreement.

14.8 Proprietary Information. Certain information disclosed by Licensee to Licensor and clearly marked and identified as “Confidential”, as required in this Agreement, shall be regarded as proprietary as to third parties. “Proprietary Information” shall mean any document or material clearly marked and identified as “Confidential”. Such Proprietary Information shall include, but not be limited

to any financial information, technical information, any customer names and lists, or other information pertaining to services provided to its customers. Proprietary Information may include information on the type of services Licensee is offering to its customers provided that in no event shall Licensee be obligated to disclose to Licensor any customer identifying information. Information that is already in the public domain shall not be considered Proprietary Information. If information within the public domain is included with Proprietary Information on the same document, the Licensor shall only disclose those portions within the public domain. Notwithstanding any provision in this License, Licensee acknowledges and understands that Licensor is subject to the disclosure requirements of Arizona's Public Records Law.

XV. COMPLIANCE WITH LAW

15. Compliance with Law. Licensee shall perform its obligations under this Agreement in accordance with all federal, state, county and local laws, ordinances, regulations or other rules or policies as are now in effect or as may hereafter be adopted or amended. Without limiting in any way the generality of the foregoing, Licensee shall comply with all and each of the following:

15.1 Future Municipal Legislation. Licensor has not contracted away any of its legislative authority by this Agreement.

15.2 Applicability of Municipal Law. Without limitation, Licensee shall comply with municipal laws as follows:

15.2.1 Licensee acknowledges that this Agreement does not constitute, and Licensor has not promised or offered, any type of waiver of, or agreement to waive (or show any type of forbearance, priority or favoritism to Licensee with regard to) any law, ordinance, power, regulation, tax, assessment or other legal requirement now or hereafter imposed by the City of Goodyear or any other governmental body upon or affecting Licensee, the ROW or Licensee's use of the ROW.

15.2.2 All of Licensee's obligations hereunder are in addition to, and cumulative upon (and not to any extent in substitution or satisfaction of), all existing or future laws and regulations applicable to Licensee.

15.2.3 This Agreement is not intended to diminish any performances that would be required of Licensee by law if this Agreement had been made between Licensee and a private citizen.

15.2.4 Licensor by this Agreement cannot and has not relinquished or limited any right of condemnation or eminent domain over the ROW or any other property related to this Agreement or within the ROW.

15.2.5 Licensor's rights and remedies hereunder for Licensee's failure to comply with all applicable Telecommunications Laws supplement, and are in addition to, and do not replace, otherwise existing powers of the City of Goodyear or any other governmental body.

15.3 Building and other Permits. Licensee shall obtain at Licensee's own expense all building or other permits, if required, in connection with all construction performed by Licensee, shall comply with all zoning, building safety, fire, pavement and curb cut and restoration, and similar laws and procedures of every description and shall pay all fees, charges and other amounts pertaining thereto.

15.4 Dry Utility Permit. This Agreement is incorporated by reference into any "dry utility permit" obtained by the Licensee to the extent of allowing the Plant to exist on the ROW but not to allow any construction or other work of any description in the Use Areas or to allow obstruction of traffic or alternation of Licensors improvements. Before performing any work on the ROW, Licensee shall obtain the following additional encroachment permits, as applicable:

15.4.1 Permission to Work in the ROW.

15.4.2 Permission to Alter City of Goodyear Improvements.

15.4.3 Permission to Obstruct Traffic.

15.4.4 Any other applicable permits regarding work in the ROW.

15.5 Taxes, Liens and Assessments. In addition to all other amounts herein provided and to the extent consistent with applicable law, Licensee shall pay, when the same become due and payable, all taxes and general and special fees, charges and assessments of every description that during the term of this Agreement may be levied upon or assessed upon or with respect to Licensee's use of the ROW, Licensee's operations conducted therein, any amounts paid or other performances under this Agreement by either party, and all of Licensee's possessory interest in the ROW and improvements and other Licensor or Licensee property thereon. Licensee shall pay, indemnify, defend and hold harmless Licensor and the ROW and all interests therein and improvements thereon from any and all such obligations, including any interest, penalties, and other expenses which may be imposed, and from any lien thereof or sale or other proceedings to enforce payment thereof.

15.6 Change in Law. If a provision of this Agreement is affected by subsequent legislative action, this Agreement shall continue in force to the extent possible.

15.7 Use Area Regulations. Licensor reserves the right to adopt, amend and

enforce against Licensee ordinances, rules, and regulations governing the operation of the Use Areas, Licensee's activities therein and thereon, and the public areas and facilities used by Licensee in connection therewith.

15.8 Permits. This Agreement does not relieve Licensee of the obligation to obtain permits, licenses, and other approvals from Licensor or other units of government that are required for the erection, construction, reconstruction, installation, operation, or maintenance of the Plant or provision of Telecommunications Services; or from compliance with applicable municipal codes, ordinances, laws, and policies, such as zoning and land use ordinances and regulations, pavement cut and restoration ordinances and regulations, subdivision and project improvement ordinances, curb cut permits, building permits, ROW permits and the like.

XVI. ASSIGNABILITY

16. Assignability. Licensee may not assign, sell or transfer its interest in this License without the Licensor's consent; except to an affiliate. Licensor's consent will not to be unreasonably withheld if the assignment is to an entity which acquires all or substantially all of Licensee's assets. Notwithstanding the foregoing, consent shall not be required if Licensee assigns or transfers the Agreement to an affiliated company which is owned, controlled or under common control with the same direct or indirect parent as Licensee.

XVII. MISCELLANEOUS

17. Miscellaneous. The following additional provisions apply to this Agreement:

17.1 Amendments. This Agreement may not be amended except by a formal writing executed by all of the parties.

17.2 Time of Essence. Time is of the essence of each and every provision of this Agreement.

17.3 Survival of Liability. All obligations of Licensee and Licensor hereunder and all warranties and indemnities of Licensee hereunder shall survive termination of this Agreement for any reason.

17.4 Severability. If any provision of this Agreement shall be ruled by a court or agency of competent jurisdiction to be invalid or unenforceable for any reason, then:

17.4.1 The invalidity or unenforceability of such provision shall not affect the validity of any remaining provisions of this Agreement.

17.4.2 This Agreement shall be automatically reformed to secure to the parties the benefits of the unenforceable provision, to the maximum extent consistent with law.

17.5 Conflicts of Interest. No officer, representative or employee of Licensor shall have any direct or indirect interest in this Agreement, nor participate in any decision relating to the Agreement that is prohibited by law.

17.6 No Partnership. This Agreement and the transactions and performances contemplated hereby shall not create any sort of partnership, joint venture or similar relationship between the parties.

17.7 Non-liability of Officials and Employees. No official, representative or employee of Licensor shall be personally liable to any party, or to any successor in interest to any party, in the event of any default or breach by Licensor or for any amount which may become due to any party or successor, or with respect to any obligation of Licensor or otherwise under the terms of this Agreement or related to this Agreement.

17.8 Notices. Notices hereunder shall be given in writing delivered to the other party or mailed by registered or certified mail, return receipt requested, postage prepaid addressed to:

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

Copy to: City Attorney City of Goodyear
1900 N. Civic Square
Goodyear, AZ 85395

If to Licensee: Light Source Communications, LLC
16737 Anderson Drive
Southgate, MI 48195
Attn: Debra Freitas, CEO

Copy to:
Light Source Communications, LLC
16737 Anderson Drive
Southgate, MI 48195
Attn: Dylan DeVito, SVP

By notice from time to time, a person may designate any other street address

within Maricopa County, Arizona as its address for giving notice hereunder. Service of any notice by mail shall be deemed to be complete three (3) calendar days (excluding Saturday, Sunday, and legal holidays) after the notice is deposited in the United States mail.

17.9 Integration. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreement, understanding, negotiation, draft agreements, discussion outlines, correspondence, memoranda, and representation regarding the ROW.

17.10 Construction. Whenever the context of this Agreement requires, the singular shall include the plural, and the masculine shall include the feminine. This Agreement was negotiated on the basis that it shall be construed according to its plain meaning and neither for nor against any party, regardless of their respective roles in preparing this Agreement. The terms of this Agreement were established in light of the plain meaning of this Agreement and this Agreement shall therefore be interpreted according to its plain meaning and without regard to rules of interpretation, if any, which might otherwise favor Licensee.

17.11 Funding. This subparagraph shall control notwithstanding any provision of this Agreement or any exhibit or other agreement or document related hereto. If funds necessary to fulfill any Licensor obligations to make payments to Licensee under this Agreement are not appropriated by the Goodyear City Council, and Licensee does not postpone its right to such payment until funds are appropriated, Licensor may terminate this Agreement, by notice to Licensee. Licensor shall use best efforts to give notice of such a termination to Licensee at least thirty (30) calendar days prior to the end of Licensor's then current fiscal period. Termination in accordance with this provision shall not constitute a breach of this Agreement by Licensor. No person will be entitled to any compensation, damages or other remedy from Licensor if this Agreement is terminated pursuant to the terms of this subsection.

17.12 Paragraph Headings. The paragraph headings contained herein are for convenience in reference and not intended to define or limit the scope of any provision of this Agreement.

17.13 No Third-Party Beneficiaries. No person or entity shall be a third-party beneficiary to this Agreement or shall have any right or cause of action hereunder. Licensor shall have no liability to third parties for any approval of plans, Licensee's construction of improvements, Licensee's negligence, Licensee's failure to comply with the provisions of this Agreement (including any absence or inadequacy of insurance required to be carried by Licensee), or otherwise as a result of the existence of this Agreement.

17.14 Exhibits. All Exhibits specifically stated to be attached hereto as specified herein are hereby incorporated into and made an integral part of

this Agreement for all purposes.

17.15 Attorneys' Fees. If any action, suit or proceeding is brought by either party hereunder to enforce this Agreement or for failure to observe any of the covenants of this Agreement or to vindicate or exercise any rights or remedies hereunder, the prevailing party in such proceeding shall be entitled to recover from the other party such prevailing party's reasonable attorneys' fees and other reasonable litigation costs (as determined by the court (and not a jury) in such proceeding).

17.16 Choice of Law. This Agreement shall be governed by the internal laws of the State of Arizona without regard to choice of law rules. Licensor has not waived its claims procedures as respects this Agreement. Exclusive proper venue for any action regarding this Agreement shall be Maricopa County Superior Court or a Federal district court sitting in Maricopa County. Licensor and Licensee consent to personal jurisdiction in such courts.

17.17 Approvals and Inspections. All approvals, reviews and inspections by Licensor under this Agreement or otherwise are for Licensor's sole benefit and not for the benefit of Licensee, its contractors, engineers or other consultants or agents, or any other person.

17.18 Recording. This Agreement shall not be recorded.

17.19 Statutory Cancellation Right. In addition to its other rights hereunder, Licensor shall have the rights specified in A.RS. § 38-511.

17.20 Immigration Requirements. To the extent applicable under A.R.S. § 41-4401, Licensee warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-Verify requirements under Arizona State Statutes. Licensee's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement.

17.21 No Israel Boycott. In accordance with federal law, by entering into this Agreement, Licensee certifies that it is not currently engaged in, and agrees that for the duration of this Agreement to not engage in a boycott of Israel.

Signatures on following pages.

EXECUTED as of the date first given above.

LIGHT SOURCE COMMUNICATIONS, LLC, a Michigan limited liability company

_____

By: Debra Freirtas

Its: CEO

CITY OF GOODYEAR, an Arizona municipal corporation

_____

By: Wynette Reed

Its: City Manager

Attest:

_____

City Clerk

Approved as to Form:

_____

Roric Massey, City Attorney

Exhibit A

Letter of Credit Standards

- Issued by a commercial bank acceptable to the City. The bank must meet the following ***minimum*** requirements:
    - Chartered under the laws of the United States, any state thereof or the District of Columbia and which is insured by the Federal Deposit Insurance Corporation.
    - Licensed lender in the State of Arizona.
    - Long-term, unsecured and unsubordinated debt obligations are rated in the highest categories by either Moody's Investors Service, Inc. (Moody's) or Standard & Poor's Ratings Service (S&P) or their respective successors. Which Shall mean:
        - Moody's: Aaa, Aa1, Aa2, Aa3, A1 or A2
        - S&P: AAA, AA+, AA, AA-, A+ or A
    - If at any time the Letter of Credit Issuer Requirements are not met, or if the financial condition of such issuer changes in any materially adverse way, as determined by the City in its sole discretion, then a replacement Letter of Credit which meets the requirements must be provided to the City within five (5) calendar days of receiving written notice from the City.

Letter of Credit Format

- The **Beneficiary** must be the City of Goodyear
- The **Amount** must be fifty thousand dollars ($50,000).
- The **Principal** must be the Licensee who is a signatory to the License Agreement.
- The **Bank Name & Address** upon which payment would be drawn must be clearly stated on the face of the document.
- The **Text identifying the License agreement** must be detailed and reflect the specific agreement number
- The **Expiration Date** will be a minimum of two years. The Expiration Date must automatically extend for one year without amendment unless at least thirty (30) calendar days prior to any such expiry date issuer notifies the City of their election not to extend.
- The **Presentation of Draft** requirement will be drawn on a local branch or presentable at a correspondent bank within Maricopa County.
- The text must contain a **Partial Draft Clause** that clearly indicates partial draft draws are permissible.

ITEM #: 10.
DATE: 01/26/2026
AI #:3051

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION DESIGNATING THE FY2025 CHIEF FISCAL OFFICER FOR EXPENDITURE LIMITATION REPORTING**

STAFF PRESENTER(S): Mayette Bailey, Interim Deputy Director of Finance

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SUMMARY

Arizona Revised Statutes §41-1279.07(E) requires that the City Council annually designate the Chief Fiscal Officer (CFO) for the purposes of filing the annual expenditure limit report (AELR). Resolution No. 2026-2502 (Attachment A) names Michael Shoemaker, Interim Finance Director, as the CFO designee for the AELR filing for fiscal year 2025. Previously adopted Resolution No. 2024-2380 and Resolution No. 2025-2468 designating Jared Askelson as CFO for the purpose of submitting the AELR for fiscal years 2025 and 2026, respectively, are to be repealed.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2502 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Mayette Bailey, Interim Deputy Director of Finance)

FISCAL IMPACT

No fiscal impact will result from the designation.

BACKGROUND AND PREVIOUS ACTIONS

Arizona Revised Statutes §41-1279.07(E) requires that the City Council annually designate the CFO for the purposes of filing the AELR.

Resolution No. 2024-2380 designated Jared Askelson as the city's CFO for the purpose of submitting the fiscal year 2025 AELR, was adopted on May 20, 2024.

Resolution No. 2025-2468 designated Jared Askelson as the city's CFO for the purpose of submitting the fiscal year 2026 AELR, was adopted on May 19, 2025.

STAFF ANALYSIS

Adopting Resolution No. 2026-2502 (Attachment A) meets the CFO designation requirement of A.R.S. §41-1279.07(E).

Attachments

Attachment A - Resolution No. 2026-2502

RESOLUTION NO. 2026-2502

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2025 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL.

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

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

WHEREAS, Resolution No. 2024-2380 designated Jared Askelson as Chief Financial Officer for the Fiscal Year 2025 Annual Expenditure Limitation Report ("AELR"); and

WHEREAS, Resolution No. 2025-2468 designated Jared Askelson as Chief Financial Officer for the Fiscal Year 2026 AELR; and

WHEREAS, the governing body now desires to repeal both resolutions and designate a new Chief Financial Officer for purposes of preparing, signing, and submitting the AELR; and

WHEREAS, the City of Goodyear Mayor and Council desires to designate Michael Shoemaker, as the City's Chief Fiscal Officer.

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

SECTION 1. Michael Shoemaker is hereby designated as the City's Chief Fiscal Officer for purposes of submitting the fiscal year 2025 AELR to the Arizona Auditor General on the governing body's behalf; and

SECTION 2. Resolution 2024-2380 and 2025-2468 are hereby repealed in their entirety; and

SECTION 3. Resolution 2026-2502 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

ITEM #: 11.
DATE: 01/26/2026
AI #:3045

CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF NEW CLASS A BINGO LICENSE

STAFF PRESENTER(S): Viviana Monge, Deputy City Clerk

OTHER PRESENTER(S):

Coreen Milietto, President - PebbleCreek Tuesday Bingo

SUMMARY

Coreen Milietto, Applicant and President - PebbleCreek Tuesday Bingo, submitted an application for a new Class A Bingo License for the location at 3657 Clubhouse Drive, Goodyear, AZ 85395. The applicant is requesting that the city forward a recommendation for approval to the Arizona Department of Revenue (ADOR) for review and issuance of the license.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Recommend approval to Arizona Department of Revenue (ADOR) for a Class A bingo license, submitted by Coreen Milietto, President of PebbleCreek Tuesday Bingo, for bingo games held at 3657 Clubhouse Drive, Goodyear, AZ 85395. (Viviana Monge, Deputy City Clerk)

FISCAL IMPACT

This applicant paid a five dollar ($5.00) fee to city of Goodyear per ADOR.

BACKGROUND AND PREVIOUS ACTIONS

The proposed location for the business is the community clubhouse, Eagle's Nest, located at 3657 Clubhouse Drive, Goodyear, AZ 85395, within the PebbleCreek community. The PebbleCreek Tuesday Bingo organization has previously held a bingo license for PebbleCreek Tuesday Bingo. However, that license has expired, which requires a new application to be submitted.

The applicant proposes to host bingo games on the third and fourth Tuesday of each month and, when applicable, the fifth Tuesday, beginning at 6:30 p.m.

The City Clerk's Office received the completed application on January 5, 2026. The application was routed to the Police Department and Development Services Department (Planning & Zoning, Code Compliance, and Building Safety) for review. Any comments received are listed below.

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

A notice for the public hearing was posted on the city's website.

STAFF ANALYSIS

Arizona Revised Statutes 5-413 establishes the requirements for a Class A bingo license. Under state law, a Class A license may be issued for the conduct of bingo games when gross receipts do not exceed seventy-five thousand dollars ($75,000) per year.

The statute allows any person to apply for a Class A license. In addition, the bingo manager, proceeds coordinator, supervisor, and assistant are not required to be members or new members of the Association. The reporting period for a Class A bingo license is one year and coincides with the term of the license.

Bingo licenses are issued for a one-year term under state requirements. To continue conducting bingo activities, the applicant must follow the state’s renewal or application process prior to license expiration. Staff recommends approval of the application (Attachment A) and forwarding it to the State for review and issuance of the Class A bingo license.

Attachments

Attachment A - Class A Bingo Application

This Application for Bingo License Packet includes:

- Arizona Form 833 — Application for Bingo License
- Arizona Form 830 — Affidavit
- Arizona Form 832 — Endorsement by Local Governing Body

It is advisable that you obtain and review a copy of the Arizona Revised Statutes on "Games of Bingo" and the Administrative Rules prior to initiating an application. These documents outline qualifications and requirements for obtaining a bingo license and may be obtained from:

- www.azleg.gov/ and
- www.azsos.gov/public_services/table_of_contents.htm

All forms must be complete and legible. *Please type or print using black ink only.* Forms are available in a fillable pdf format at Arizona Department of Revenue (ADOR) web site www.azdor.gov. Be sure to include on your application a telephone number where you (or another party responsible for the games) can be reached during the day.

The bingo license package for **new** license and appropriate fees must be sent to and approved by the local governing body (the city council for incorporated cities or the county board of supervisors for unincorporated areas) prior to submission to the ADOR Bingo Section. Upon their approval or disapproval, the local governing body will forward the license package to the ADOR Bingo Section.

Endorsement By Local Governing Body Form

Complete lines 2, 3, and 4 of *Arizona Form 832, Endorsement by Local Governing Body* and submit to your local governing body with the bingo license package. **A bingo license cannot be issued until this form is received by the ADOR Bingo Section.**

As part of the review of your application for a bingo license, the ADOR **Bingo Section will conduct an analysis of any purchase agreement for either equipment and/or real property to determine that such agreement is bona fide.** This analysis is conducted pursuant to A.R.S. 5-406.F. The Bingo Section does not "approve" these agreements as to content or other legal ramifications. You are strongly advised to consult with independent legal counsel to determine your rights and obligations under these agreements.

If you need additional forms or have any questions, please call the ADOR Bingo Section in Phoenix at (602) 716-7801.

CHECKLIST:

Send copies of all documents listed below unless otherwise noted. Before mailing, check to make sure that you have included the following:

1. ☐ **Original** completed Application for Bingo License (Arizona Form 833).
2. ☐ **Original** completed affidavits (Arizona Form 830). Class B and Class C applicants must include a completed affidavit for each person participating in the conduct of your games. Class A applicants must include a complete affidavit for each person participating as a manager, proceeds coordinator and supervisors.
3. ☐ Rental agreement if more than one licensee is using the same rented premises in which to hold bingo.
4. ☐ Application for Special Bonus Game (Arizona Form 831) available at www.azdor.gov. If you do not conduct special bonus games do not complete the application.
5. ☐ License fee payable to the Arizona Department of Revenue:

License Type	Fee
Class A	$10.00
Class B	$50.00
Class C	$200.00

6. ☐ The local governing body fee will be payable to the appropriate local governing entity:

License Type	Fee
Class A	$5.00
Class B	$25.00
Class C	$50.00

7. ☐ If applying as a **qualified organization**, a current membership list must be submitted and must indicate initial membership dates for all members of the applicant organization. Any person from any branch of the applicant who will be participating in the operation of bingo games must be included on the membership list.
8. ☐ If applying as a **qualified organization**, the following must be submitted: charter documents, articles of incorporation, corporate bylaws, articles of association, minutes of the establishment meeting, and minutes of meetings for two years (two months of each year) immediately prior to the date of application for the applicant, parent and auxiliary.
9. ☐ Purchase agreement for real property (where applicable).
10. ☐ Purchase agreement/bill of sale for bingo equipment and supplies.
11. ☐ **Original** local governing body endorsement.

Arizona Form 833 — Application for Bingo License

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification. If you need more space, attach additional sheets.
- **All bingo licenses expire one year from the date of issue.** To continue conducting live bingo games, you must renew your license prior to the expiration date pursuant to A.R.S. §§ 5-403(C) and 5-410.

1 Applicant's Name: COREEN MIGLIETTO - PEBBLE CREEK TUESDAY BINGO		
2a Mailing Address: 3725 N 150TH LANE		
2b City: GOODYEAR	State: AZ	ZIP Code: 85395
3a Administrative Office Location: 3657 CLUBHOUSE DRIVE		
3b City: GOODYEAR	State: AZ	ZIP Code: 85395
4a Name of Contact Person: COREEN MIGLIETTO	**4b** Telephone No.: (916) 743-7603	
4c E-mail Address: cmigliet@comcast.net	**4c** Fax No.: N/A	

Falsification of information contained in this application constitutes a Class 6 felony.

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

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5 Class B and Class C license applicants only: If applying as a qualified organization, *check one box* to indicate the type of organization:

☐ Charitable ☐ Social ☐ Religious ☐ Veterans
☐ Fraternal ☐ Volunteer Fire Department ☐ Homeowners Association ☐ Nonprofit Ambulance Service

6 Class B and Class C license applicants only applying as a qualified organization, ***provide parent or auxiliary information:***

6a Parent Name	**6b** Auxiliary Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

7 Class B and Class C license applicants only applying as a qualified organization, ***list the current officers or Board of Directors of the organization:***

7a Name	**7b** Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code
7c Name	**7d** Name
Title	Title
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

8 Class B and Class C license applicants only: Bingo checking account information:

Checking Account Number	Bank Name	Bank Branch

Continued on page 2 ➔

Print Page

9 **Class B and Class C license applicants only:** Bingo interest-bearing account information:

Account Number	Bank Name	Bank Branch

10 **Class B and Class C license applicants only:** List all **officers and/or supervisors** authorized to sign checks from the accounts listed above. If applying as a qualified organization, all **supervisors must be members** of the applicant:

10a Name	**10b** Name
Title	Title

11 List the name(s) of the **one or two** persons who will serve as managers. If applying as a qualified organization, these persons **must be members** of the applicant. *Each person must submit an affidavit.*

11a Name	**11b** Name
COREEN MIGLIETTO	ALLISON RANSOM
Title PRESIDENT	Title VICE PRESIDENT

12 List the name of the **one** person designated as proceeds coordinator. If applying as a qualified organization, this person **must be**

COREEN MIGLIETTO, PRESIDENT

13 List the name(s) of the person(s) who will serve as supervisor. If applying as a qualified organization, each person **must be a member** of the applicant. *Each person must submit an affidavit. If additional names are required, please attach affidavits.*

13a Name	**13b** Name
COREEN MIGLIETTO	ALLISON RANSOM
Title PRESIDENT	Title VICE PRESIDENT

14 List the name(s) of the person(s) who will serve as assistants. If applying as a qualified organization, each person **must be a member or new member** of the applicant. Except for "Class A" licensees, *each person must submit an affidavit.*

14a Name	**14b** Name
14c Name	**14d** Name

15 Street address of the **PHYSICAL** location where live bingo will be played:
3645 CLUBHOUSE DRIVE – EAGLES NEST BALLROOM

16 Games of Bingo must not exceed 5 days a week. Indicate the time on each respective day that live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	6:30 ☐ a.m. ☒ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.

BINGO IS CONDUCTED ON THE 3RD, 4TH, AND IF APPLICABLE 5TH TUESDAY OF EVERY MONTH.

Continued on page 3 →

Print Page

17 Indicate the type of premises where bingo will be played. *Check one box*:

a ☒ Neither rent nor mortgage will be paid from bingo funds.

b ☐ Rented or leased. *Attach rental affidavit and copy of rental agreement.*

Landlord's Name	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

c ☐ Owned solely by the organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document:*

Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

d ☐ Owned jointly with other organization. *Attach copy of mortgage, deed of trust, purchase agreement, escrow agreement, or other related document*:

1) Holder of Mortgage	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
2) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code
3) Co-Owner Holder:	Address – Number and Street, Rural Rt., Apt. No.
Telephone Number (with area code)	City State ZIP Code

18 List bingo licensees who are or will be conducting bingo in the same premises as you and those licensees located within 1,000 feet of your premises:

18a Name NONE	**18b** Name
Address – Number and Street, Rural Rt., Apt. No.	Address – Number and Street, Rural Rt., Apt. No.
City State ZIP Code	City State ZIP Code

Continued on page 4 ➔

19 Expected bingo expenses:

a Mortgage: $ Ø per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

c Janitorial Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

d Accounting Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

e Security Services: $ Ø per ☐ month ☐ hour ☐ occasion

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

f Bingo Supplies: $ 2800.00 per YEAR APPROX. SUPPLY COST VARIES

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

20 Who is your live bingo supplier? (For all bingo supplies). Do you foresee purchasing/renting machines as "technological aids for your live bingo games?

NO. BINGO SUPPLIES ARE PURCHASED FROM AMAZON

ALL BINGO SUPPLIES ARE PURCHASED FROM AMAZON THROUGH MY PERSONAL AMAZON ACCOUNT. SEE EXAMPLES OF PAST AMAZON INVOICES (ATTACHED)

Continued on page 5 →

Applicant's Name (as shown on page 1)
COREEN MIGLIETTO - PEBBLE CREEK TUESDAY BINGO

APPLICATION FOR BINGO LICENSE

I, COREEN MIGLIETTO, under penalty of perjury and upon oath, declare that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and know the contents thereof and that all information provided has been fully, accurately, and truthfully completed to the best of my knowledge.

Coreen Miglietto	12/19/2025	PRESIDENT
APPLICANT'S SIGNATURE	DATE	TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved ☐ Disapproved		☐ Class A License ☐ Class B License ☐ Class C License		
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

Arizona Form 830 — Affidavit — Bingo

This affidavit must be completed by each person who wishes to assist in the conduct of any game of bingo. If any information is blank or incorrect, the affidavit will be returned to you. All information is subject to verification. Disclosure of your Social Security Number (SSN) is voluntary. This information may be used to establish positive identification for purposes of criminal background checks pursuant to A.R.S. § 5-404.

Licensee's Name	License Number
COREEN MIGLIETTO - PEBBLE CREEK TUESDAY BINGO	

Position (check the appropriate boxes):
☒ Manager ☒ Supervisor ☒ Proceed Coordinator ☐ Assistant

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Affiant's Name		
COREEN MIGLIETTO		
Social Security Number: 556-47-9985	Date of Birth: July 14, 1961	
Address: 3725 N 150TH LANE		
City: GOODYEAR	State: AZ	ZIP Code: 85395
Home Phone No. (with area code): (916) 743-7602	Work Phone No. (with area code): N/A	

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If licensee is a qualified organization, complete the following section:

Member?	Date Joined Organization
☐ Yes ☒ No	
Officers?	Officer Title
☐ Yes ☒ No	
Do you have an affidavit on file for any other licensee?	
☐ Yes ☒ No If "Yes", list license number(s):	

I, COREEN MIGLIETTO (AFFIANT'S NAME), the above-named affiant, under penalty of perjury, upon oath, depose and say that I will conduct or assist in conducting all bingo games in compliance with the terms of the license, Arizona Revised Statutes, Title 5, Chapter 4, and the rules of the licensing authority. I am of good moral character and have never been convicted of any misdemeanor involving moral turpitude or felony. I have not and shall not receive any reward, compensation or recompense for my participation in the conduct of bingo games except as provided for by law. I hereby swear or confirm that I have read and understand the foregoing and verify that the information and statements made herein are true and correct to the best of my knowledge.

Coreen Miglietto
Signature of Affiant

12/19/2025
Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

ADOR 10327 (2/20)

Print Form

Arizona Form 831 — Application for Special Bonus Game — Bingo

- Type or print in black ink and complete all information requested on this form. If you do not, your application will be returned. All information is subject to verification.
- All approvals to conduct special bonus games expire at the end of each licensing period and must be renewed prior to that time to allow the continuance of special bonus games.

Applicant's Name	License Number (if known)
COREEN MIGLIETTO – PEBBLE CREEK TUESDAY BINGO	

Address		
3725 N 150TH LANE		
City: GOODYEAR	State: AZ	ZIP Code: 85395
Contact Phone No. (with area code): (916) 743-7602		

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1 When will special bonus games be played? Fill in the time on the days games will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	6:30 ☐ a.m. ☒ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.	☐ a.m. ☐ p.m.

2 Pattern required to accomplish bingo: BINGO IS CONDUCTED ON THE 3RD, 4TH, AND IF APPLICABLE, 5TH TUESDAY OF EVERY MONTH. FIRST CHANCE BINGO = X THEN SECOND CHANCE BINGO = COVERALL

3 Number of calls within which a bingo must be accomplished..... NO SET NUMBER

4 Amount of designated prize: $ ALL SPECIAL GAME PROCEEDS	5 Type of card to be used: 4 CARDS ON 1 SHEET
6 Cost of card to player: $ 5.00	7 Game number: 11

8 How much of the $12,000 prize amount available in the quarter will be guaranteed, if any?..... $ Ø

9 Total prize amount offered per quarter TOTAL AMOUNT OF SPECIAL GAME CARD SALES GOES 100% FOR SPECIAL GAME PRIZE PAYOUTS $ VARIES

Describe how the special bonus game program will be conducted:
SPECIAL GAME IS GAME 11 THAT IS PLAYED AFTER REGULAR BINGO GAME ID. GAME PAYS TWO PRIZES. FIRST CHANCE BINGO FOR AN X AND SECOND CHANCE BINGO FOR COVERALL

I, COREEN MIGLIETTO (AFFIANT'S NAME), under penalty of perjury, upon oath, depose and say that I am duly authorized to sign and file this application. I hereby swear or confirm that I have read the foregoing application and verify that all information provided is true and complete to the best of my knowledge.

Coreen Miglietto — Signature of Affiant

12/19/2025 — Date

Please mail to: Arizona Department of Revenue, PO Box 29019, Phoenix, AZ 85038-9019

☎ (602) 716-7801

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.

☐ Approved ☐ Disapproved		☐ Class B License ☐ Class C License	
Reviewer's Name (please print)	Date	Effective Date	Expiration Date

ADOR 10600 (1/14)
Previous 71-5411 (6/07)

Print Form

Arizona Form 832 Endorsement by Local Governing Body Bingo

FOR OFFICIAL USE ONLY PURSUANT TO A.R.S. § 5-404.A

- **License Applicants:** Complete lines 2, 3, and 4. Submit with entire license package to local governing body.
- **Local Governing Body:** Complete and return with license package to the Department of Revenue Bingo Section. A.R.S. §§ 5-409 and 5-410

☐ New Application ☐ Change of Location

Date	License Number

From (Name of local governing body)

Address (number and street, PO Box)

City	State	ZIP Code

Phone No. (with area code)

REVENUE USE ONLY. DO NOT MARK IN THIS AREA.
88

81 PM	80 RCVD

1 This is to certify that on _____ a hearing was conducted pursuant to Arizona Revised Statute, Title 5, Chapter 4, in the matter of:
☐ Application for a bingo license by the following applicant.
☐ Application for a bingo license location transfer.

2 Applicant's Name
COREEN MIGLIETTO - PEBBLE CREEK TUESDAY BINGO

3 Location/Address where live bingo will be conducted:

3645 CLUBHOUSE DRIVE	City GOODYEAR	State AZ	ZIP Code 85395

4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
☐a.m. ☐p.m.	☐a.m. ☐p.m.	6:30 ☐a.m. ☒p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.	☐a.m. ☐p.m.

BINGO IS CONDUCTED ON THE 3RD, 4TH AND IF APPLICABLE 5TH TUESDAY OF EVERY MONTH

5 Who is your live bingo supplier?
AMAZON

6 Recommendation for the application: ☐ Approved ☐ Disapproved

7 Specific reasons for disapproval are hereby listed pursuant to A.R.S. § 5-404.1:

This endorsement must be signed by a delegated authority of the local governing body.

PRINTED NAME

SIGNATURE DATE TITLE

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

ADOR 10326 (2/20)

Print Form

Order Summary

Order placed January 21, 2025 Order # 113-2197925-4141819

Ship to

Correa Miglietto
3725 N 150TH LN
GOODYEAR, AZ
85395-8737
United States

Payment method

Amazon gift card balance
Amazon Business Prime American Express Card ending in 1002
5% Back

View related transactions

Order Summary

Item(s) Subtotal:	$179.48
Shipping & Handling:	$0.00
Total before tax:	$179.48
Estimated tax to be collected:	$15.82
Gift Card Amount:	-$150.52
Grand Total:	**$44.78**

INDIANA TICKET CO. 2,000 Orange Raffle Tickets Double Roll, Premium Quality 50/50 Raffle Tickets, Tickets for Events, Carnivals, Door Prizes, Drinks and More
Sold by: Indiana Ticket Company
Return window closed on February 22, 2025
$11.99

Kalerr Paper Clips, 600 Pcs Paperclips (6 Boxes of 100 Each), Premium Paper Clip, 1-2/7" Silver Paper Clips Medium (1.3 Inches), Rustproof Metal Paper Clips for Office, School, Home
Sold by: Kalerr
Return window closed on February 21, 2025
$7.69

American Games Bingo Paper Game Cards – 6 Card – 10 Bingo Sheets – 100 Books – 10 Colors, Made in USA
Sold by: martysbingo
Return window closed on February 24, 2025
$39.95

Order Summary

Order placed February 19, 2025 | Order # 112-4298294-3932209

Ship to

Coreen Miglietto
3725 N 150TH LN
GOODYEAR, AZ
85395-8737
United States

Payment method

Amazon gift card balance
Amazon Business Prime
American Express Card
ending in 1002
5% Back

View related transactions

Order Summary

Item(s) Subtotal:	$296.65
Shipping & Handling:	$0.00
Total before tax:	$296.65
Estimated tax to be collected:	$26.13
Gift Card Amount:	-$28.60
Grand Total:	**$294.18**

2

American Games Bingo Paper Game Cards – 6 Card – 10 Bingo Sheets – 100 Books – 10 Colors, Made in USA
Sold by: martysbingo
Supplied by: martysbingo , Other
Return window closed on March 31, 2025
$39.95

4

American Games Bingo Paper Game Cards – 6 Card – 10 Bingo Sheets – 100 Books – 10 Colors, Made in USA
Sold by: martysbingo
Supplied by: martysbingo , Other
Return window closed on March 31, 2025
$39.95

Bulk Purchase--set of 48 Dab-o-ink 3 Oz Bingo Daubers
Sold by: martysbingo
Return window closed on March 23, 2025
$56.95

Order Summary

Order placed March 23, 2025 | Order # 113-8441152-2148263

Ship to

Coreen Miglietto
3725 N 150TH LN
GOODYEAR, AZ
85395-8737
United States

Payment method

Amazon Business Prime American Express Card ending in 1002
5% Back

View related transactions

Order Summary

Item(s) Subtotal:	$56.95
Shipping & Handling:	$0.00
Total before tax:	$56.95
Estimated tax to be collected:	$5.01
Grand Total:	**$61.96**

Bulk Purchase--set of 48 Dab-o-ink 3 Oz Bingo Daubers
Sold by: martysbingo
Supplied by: Other
Return window closed on April 23, 2025
$56.95

ITEM #: 12.
DATE: 01/26/2026
AI #:3048

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION APPROVING RIO 1900 MINOR GENERAL PLAN AMENDMENT**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):
Brian Greathouse, Burch & Cracchiolo

SUMMARY

This is a public hearing to request a Minor General Plan Amendment (GPA) on approximately thirty-one (31) acres (Property) generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, from Open Space to Neighborhoods.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2503, APPROVING A MINOR AMENDMENT TO THE CITY OF GOODYEAR GENERAL PLAN 2035 TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 31 ACRES GENERALLY LOCATED SOUTH OF THE GILA RIVER WEST OF COTTON LANE AND CURRENTLY ADJACENT TO ASSESSOR'S PARCEL NUMBER 400-03-002C AND SOUTH OF ASSESSOR'S PARCEL NUMBER 502-59-007A FROM OPEN SPACE TO NEIGHBORHOODS. (Ann Dolmage, Principal Planner)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

On December 3, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After staff presented the Minor GPA and Rezone request, the applicant followed with a presentation focused on water and infrastructure. P&Z Commissioners expressed support for trail development and discussed roadway construction across the Gila River, intersections in northern Estrella, and the adequacy of water sources to support the proposed development, including potential impacts on city resources.

During the public hearing, seven residents spoke or submitted speaker cards. One speaker expressed general support, while others raised questions and comments regarding Bureau of Land Management land impacts, visuals of the development, buffers between Rio 1900 and Estrella, roadway access between Cotton Lane and Estrella Parkway, entitlement status, infrastructure and budget awareness, Arizona State Land Department parcels, water resources, stormwater impacts, lot sizes, and building coverage. In response, the applicant presented a conceptual land use map illustrating higher density to the north and lower density to the south, explained residential buffers and potential uses, and provided information on the development process and the potential for a resort. One resident voiced support for the graduated density approach after reviewing the conceptual plan.

At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval.

A public hearing notice for the City Council Meeting was published in the Arizona Business Gazette-Republic Edition on November 26, 2025, at least 15 days prior to the meeting. Postcards were mailed to 423 property owners, located within five hundred (500) feet of the Property, on November 22, 2025, and signs were posted/updated on the site on December 1, 2025. The original public hearing was scheduled for December 16, 2025. During the public hearing on December 16, 2025, the item was continued to the January 26, 2026 Council meeting.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment E).

STAFF ANALYSIS

Additional details related to this request, including an aerial photo, the project narrative, and the detailed criteria used by staff to evaluate the request are included as Attachments B, C, and D, respectively.

Staff recommends that the City Council adopt Resolution No. 2026-2503 (Attachment A), consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Resolution No. 2026-2503 with Exhibits

Attachment B - Aerial Photo

Attachment C - Project Narrative

Attachment D - Detailed Evaluation Criteria

Attachment E - Planning & Zoning Commission Staff Report

Staff Presentation

RESOLUTION NO. 2026-2503

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING A MINOR AMENDMENT TO THE CITY OF GOODYEAR GENERAL PLAN 2035 TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 31 ACRES GENERALLY LOCATED SOUTH OF THE GILA RIVER WEST OF COTTON LANE AND CURRENTLY ADJACENT TO ASSESSOR'S PARCEL NUMBER 400-03-002C AND SOUTH OF ASSESSOR'S PARCEL NUMBER 502-59-007A FROM OPEN SPACE TO NEIGHBORHOODS.

WHEREAS, the City of Goodyear General Plan 2035 (hereinafter, "General Plan") was adopted by the Mayor and City Council of the City of Goodyear on November 13, 2023, and ratified by a vote of the citizens of Goodyear on May 21, 2024; and

WHEREAS, Exhibit 3.3 in Chapter 3 of the General Plan is a Land Use Plan and Transportation Plan that represents the preferred land use, physical form, and mobility pattern for Goodyear by illustrating the general location of appropriate land uses and major transportation routes to guide future growth and development and promoting full integration of land use and transportation planning; and

WHEREAS, thirty-one (31) acres generally located south of the Gila River, west of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, as depicted in green and outlined in red within that document titled General Plan Land Use and Transportation Plan attached here as Exhibit A (the "Subject Property") are currently designated Open Space in the General Plan; and

WHEREAS, the owner of the Subject Property initiated a request to amend the Land Use designation in the General Plan applicable to the Subject Property from Open Space to Neighborhoods; and

WHEREAS, the proposed change would allow for the development of a contiguous 1,940-acre master planned community that includes the Subject Property along with adjacent parcels, which are proposed to be under common ownership pursuant to a state land auction; and

WHEREAS, that certain document titled General Plan Land Use and Transportation Plan – Proposed attached hereto as Exhibit B reflects the proposed change in land use designation; and

WHEREAS, the proposed Minor General Plan Amendment satisfies the required standards and criteria for approval of a Minor Amendment, as specified in the General Plan and documented in the staff report for Case No. P25-00128; and

WHEREAS, an in-person Neighborhood Meeting was conducted for this proposal in conjunction with the Neighborhood Meeting for the concurrent Rezone Case No. P24-00287, and Notice of the Neighborhood Meeting was provided to property owners within 500 feet of the property on June 17, 2025, and signs advertising the Neighborhood Meeting were placed on the site on January 19, 2025; and

WHEREAS, the Neighborhood Meeting took place on July 8, 2025, during which twenty-three (23) members of the public attended; and

WHEREAS, due and proper notice of that public hearing before the City of Goodyear Planning and Zoning Commission was given in the time, form, substance, and manner provided by law,

including publication of such notice in the Arizona Business Gazette – Republic Edition on November 14, 2025, signs were updated on the site with the public hearing date on November 14, 2025, and postcard notices were mailed on November 12, 2025 to the owners of property within 500 feet of the 1,940-acre site of the proposed master planned community which includes the Subject Property; and

WHEREAS, the Goodyear Planning and Zoning Commission conducted the required public hearing on this Minor General Plan Amendment on December 3, 2025, at its regular meeting location, and required by state law; and

WHEREAS, the Goodyear Planning and Zoning Commission has found that this Minor General Plan Amendment is in the best interests of the City and general public and voted (6-0) to recommend approval; and

WHEREAS, due and proper notice of such public hearing before the City of Goodyear City Council was given in the time, form, substance, and manner provided by law, including publication of such notice in the Arizona Business Gazette – Republic Edition on November 26, 2025, signs were updated on the site with the public hearing date on December 1, 2025, and postcard notices were mailed on November 22, 2025 to the owners of property within 500 feet of the 1,940-acre site of the proposed master planned community which includes the Subject Property; and

WHEREAS, a public hearing was held before the City Council on December 15, 2025; and

WHEREAS, during that hearing, the City Council continued the item to the meeting on January 26, 2026; and

WHEREAS, the City of Goodyear City Council finds that it is in the best interests of the City and general public to amend the General Plan Land Use Category Designation of the Subject Property from Open Space to Neighborhoods, as reflected in General Plan Land Use and Transportation Plan -- Proposed attached hereto as Exhibit B.

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

SECTION 1. APPROVAL OF MINOR GENERAL PLAN AMENDMENT

The Mayor and Council of the City of Goodyear hereby approve a Minor General Amendment to the city of Goodyear General Plan 2035 to amend the Land Use designation of approximately 31 acres generally located south of the Gila River and West of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of what is currently Assessor's Parcel Number 502-59-007A, as depicted in Exhibit A.

SECTION 3. EFFECTIVE DATE

This resolution shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit A – Land Use Plan & Transportation Plan - Existing

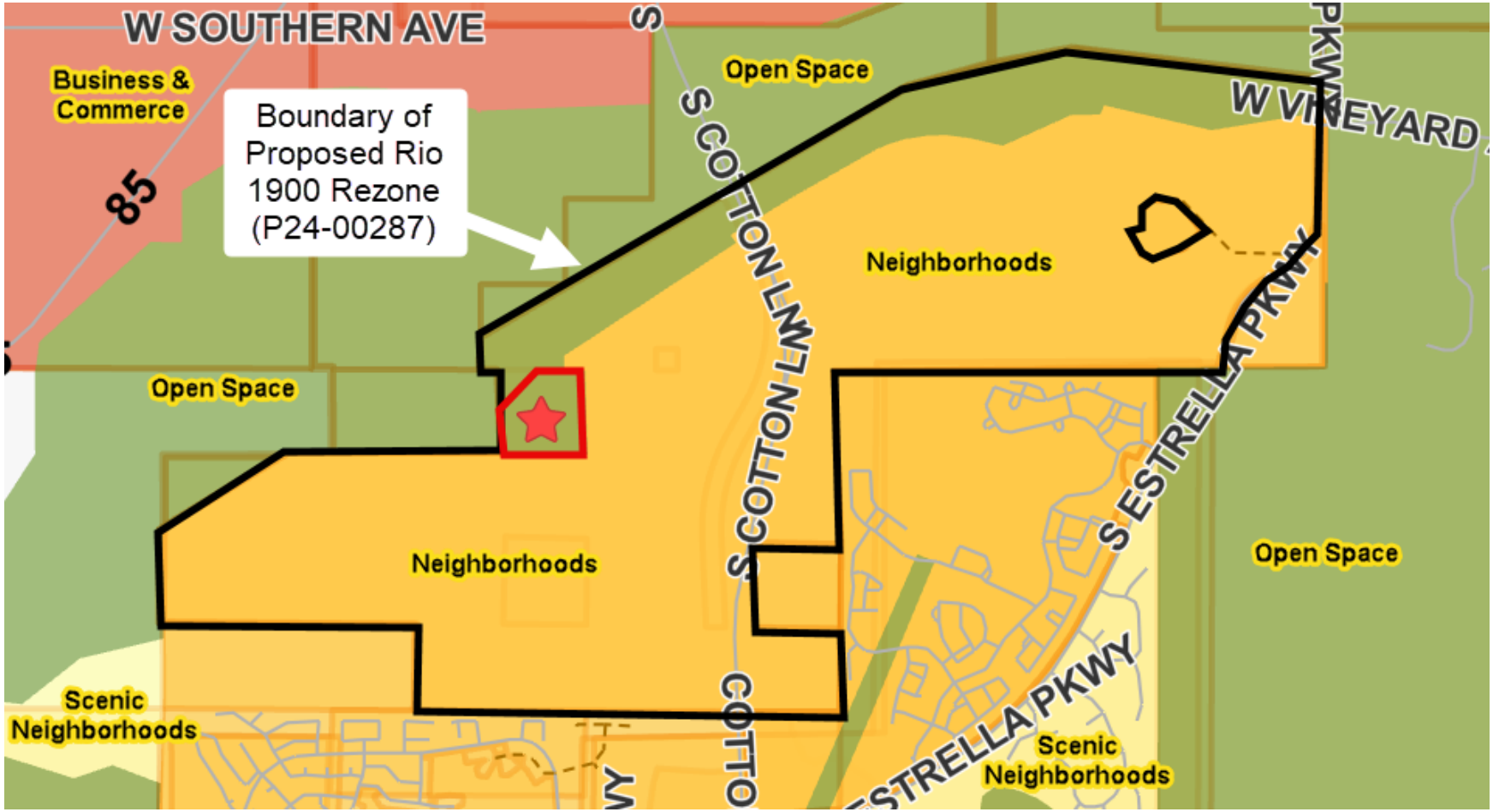
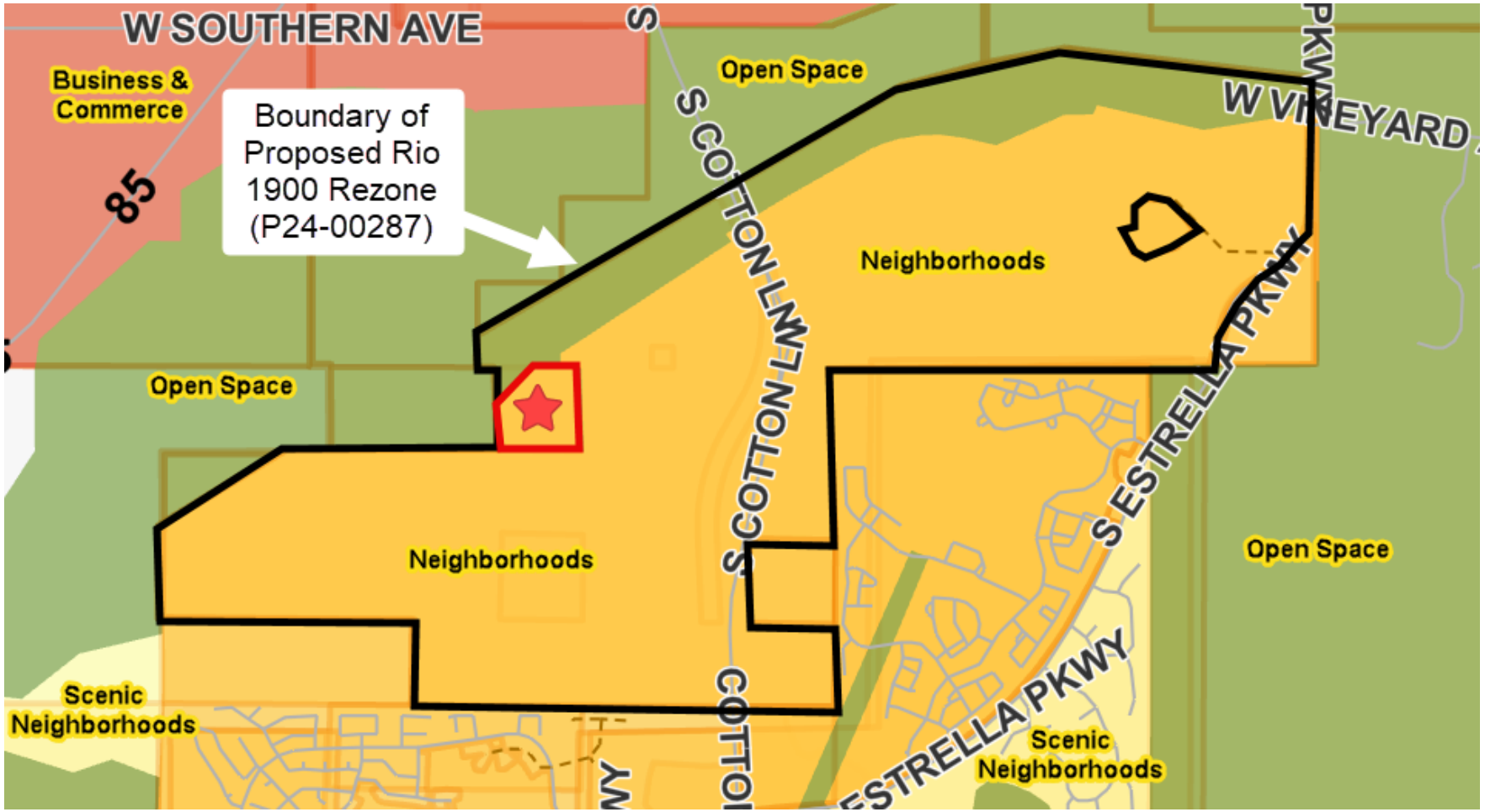
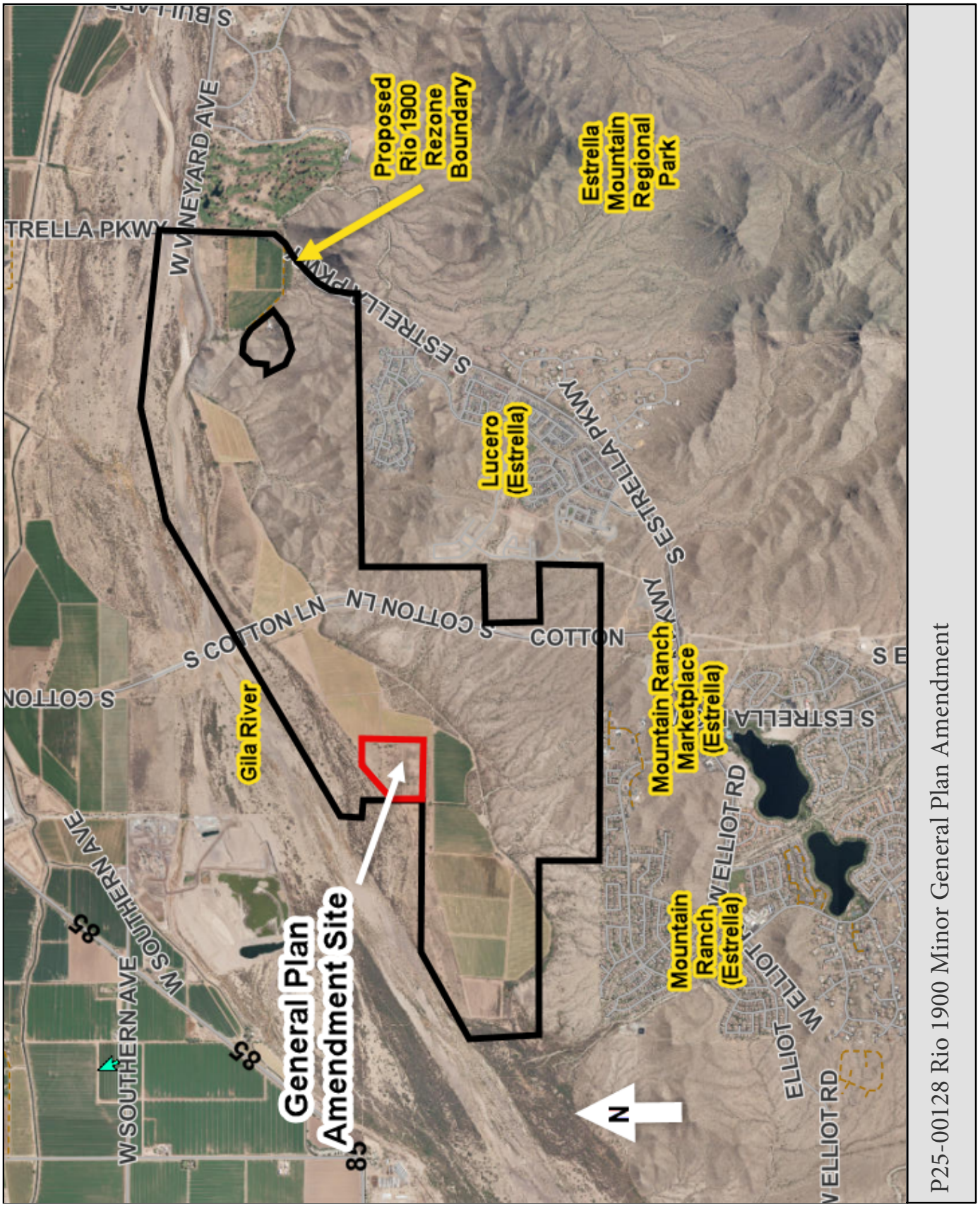


Exhibit B – Land Use Plan & Transportation Plan - Proposed

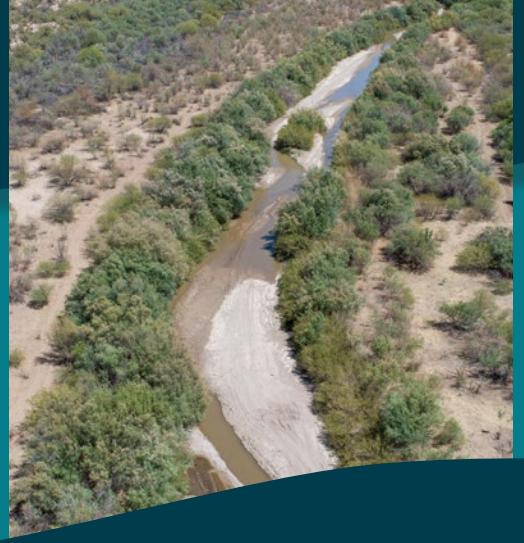
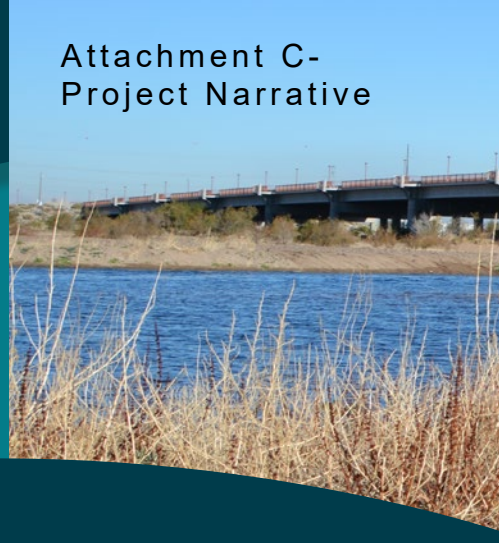


Rio 1900

Thirty-one (31) acres south of the Gila River and west of Cotton Lane, currently adjacent to Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A



Attachment C-
Project Narrative

Rio1900

GENERAL PLAN AMENDMENT

CASE: P25-00128

PROJECT TEAM

Property Development
Harvard Investments
Amy Weidman
17700 N Pacesetter Way, Suite 100
Scottsdale, AZ 85251
Phone: 602-478-0636
Email: aweidman@harvardinvestments.com

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RVi Planning +
Landscape Architecture
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Email: mreddie@rviplanning.com

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Parker Froehlich
4550 N. 12th Street
Phoenix, Arizona 85014
Phone: 602-999-7248
Email: pfroehlich@cvlci.com

Traffic Engineer
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Scottsdale, AZ 85259
Phone: 480-536-7150 x200
Email: jamie@lokahigroup.com

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Phoenix, AZ 85004
Phone: 602-274-7611
Email: bgreathouse@bcattorneys.com

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1. Introduction
2. Purpose of Request
3. Existing General Plan Land Use Designation
4. Proposed General Plan Land Use Designation
5. Conformance with General Plan Amendment Review Criteria
6. Conclusion

LIST OF EXHIBITS

Exhibit 1: GPA Vicinity Map

Exhibit 2: GPA Site Location

Exhibit 3: Existing City of Goodyear General Plan Land Use Designation

Exhibit 4: Proposed GPA Land Use Designation

Exhibit 4.1: Detail of Proposed GPA Land Use Designation

1. INTRODUCTION

RVi Planning + Landscape Architecture is pleased to submit this Minor General Plan Amendment (GPA) on behalf of Harvard Investments and property owners KR TIC 1 LLC AND KR TIC 2 LLC (“Rio 1900 PAD”). The purpose of this application is to request a Minor General Plan Amendment on approximately 31 acres of land located to the west of parcel 400-03-002C ("GPA Site"). The request is to change the land use designation of the GPA Site from Open Space to Neighborhoods.

The GPA Site is located within a 40-acre parcel owned by the Arizona State Land Department (ASLD). It is the intent that the ASLD parcel be incorporated into the Rio 1900 development. The ASLD has authorized Harvard Investments and RVi to process this request for a GPA and the associated Rio 1900 PAD rezoning (Case # P24-00287).

See Exhibit 1: GPA Vicinity Map which shows surrounding context including where the GPA Site is located within the Rio 1900 PAD rezoning site. Additionally, see Exhibit 2: GPA Site Location which more closely shows where the Minor Amendment site is located within an ASLD-owned parcel and the adjoining parcels owned by KR TIC 1 LLC AND KR TIC 2 LLC.

2. PURPOSE OF REQUEST

Currently, the City of Goodyear 2035 General Plan designates the 40-acre ASLD parcel as Open Space. The purpose of this GPA is to change the land use designation of 31 acres from Open Space to Neighborhoods in order to more appropriately delineate land uses to follow the natural features of the land.

It is evident the purpose and intent of the surrounding Open Space designation within the City of Goodyear 2035 General Plan is to protect the natural feature of the Gila River floodway.

This GPA accomplishes this intent of the General Plan by ensuring that the Gila River floodway is protected and preserved as open space, while allowing the remaining areas outside of the floodway to incorporate the same Neighborhoods land use designation as the surrounding property, providing for appropriate land uses within and adjacent to the Gila River.

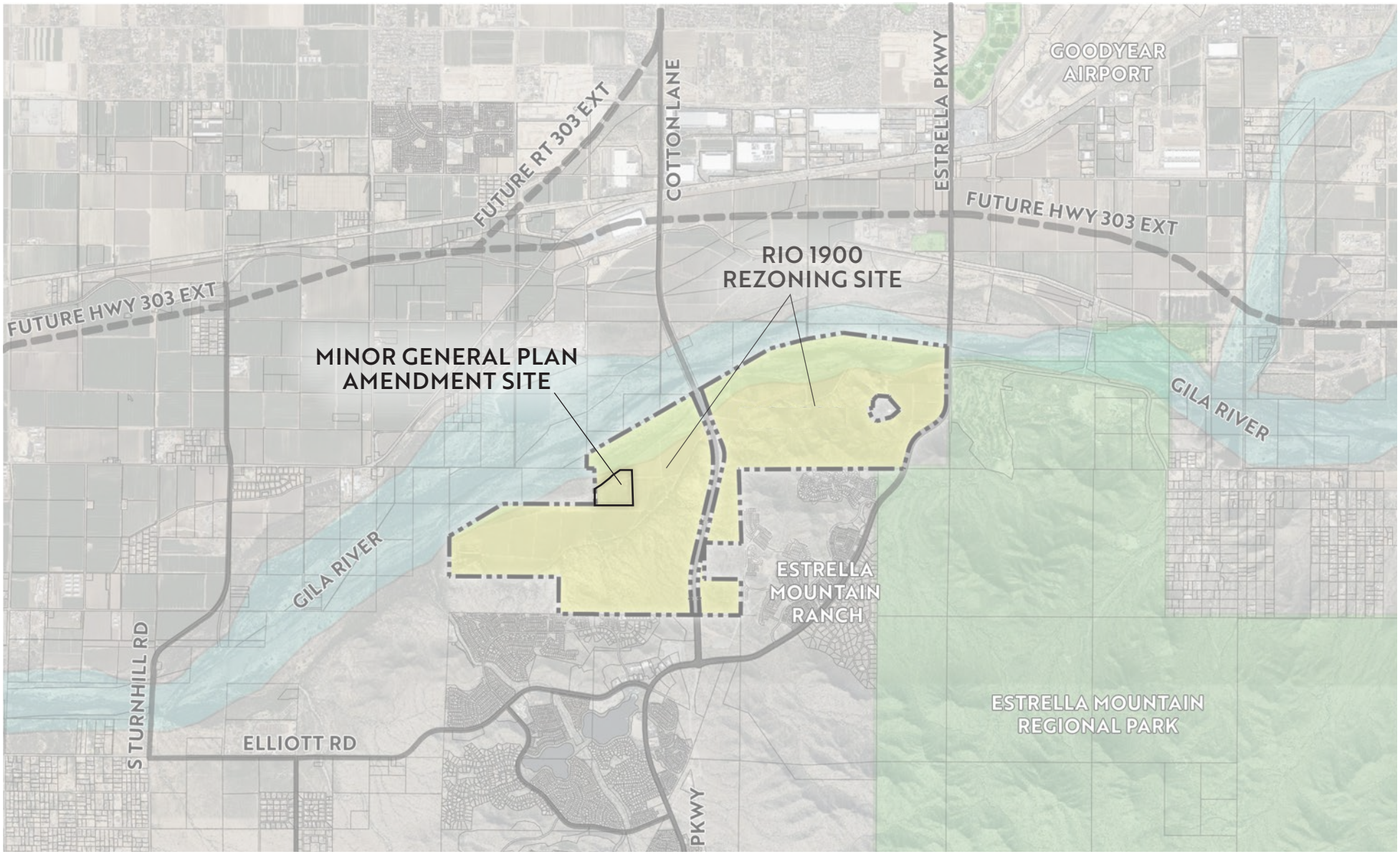

EXHIBIT 1: GPA VICINITY MAP

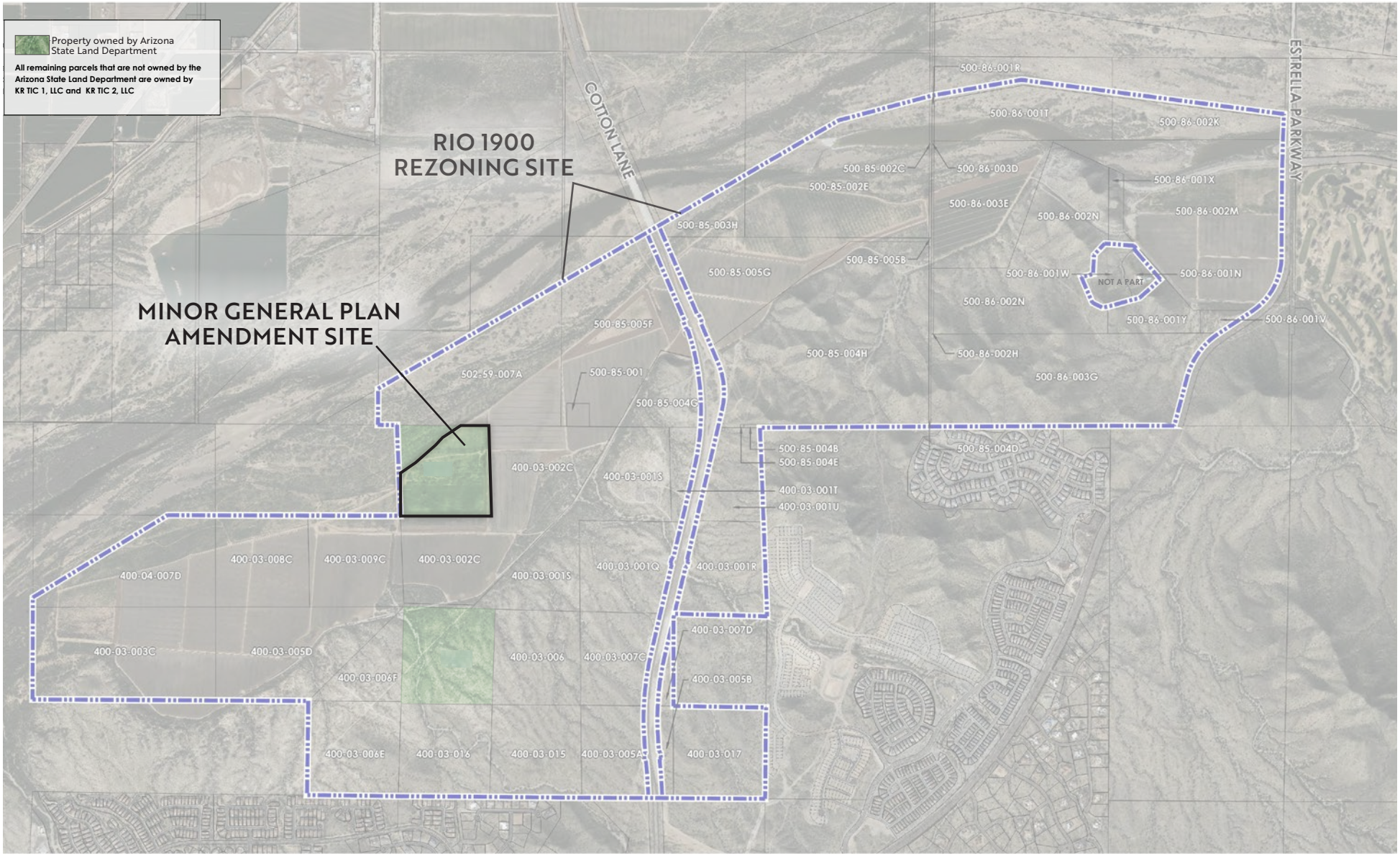

EXHIBIT 2: GPA SITE LOCATION

3. EXISTING GENERAL PLAN LAND USE DESIGNATION

Exhibit 3.3: Land Use Plan & Transportation Plan of the 2035 City of Goodyear General Plan identifies the land use designation of the GPA Site as Open Space.

Surrounding the GPA Site, the Open Space land use designation is located primarily within the Gila River floodway. The Open Space land use designation provides for areas where land, public or private, should be preserved for conservation or regionally significant recreational purposes.

The 2035 General Plan identifies Planned Area Development (PAD) as an applicable zoning within the Open Space land use designation.

In accordance with Arizona Revised Statutes, at least one dwelling unit is permitted on State Lands including within the Open Space designation.

See Exhibit 3: Existing City of Goodyear General Plan Land Use Designation.

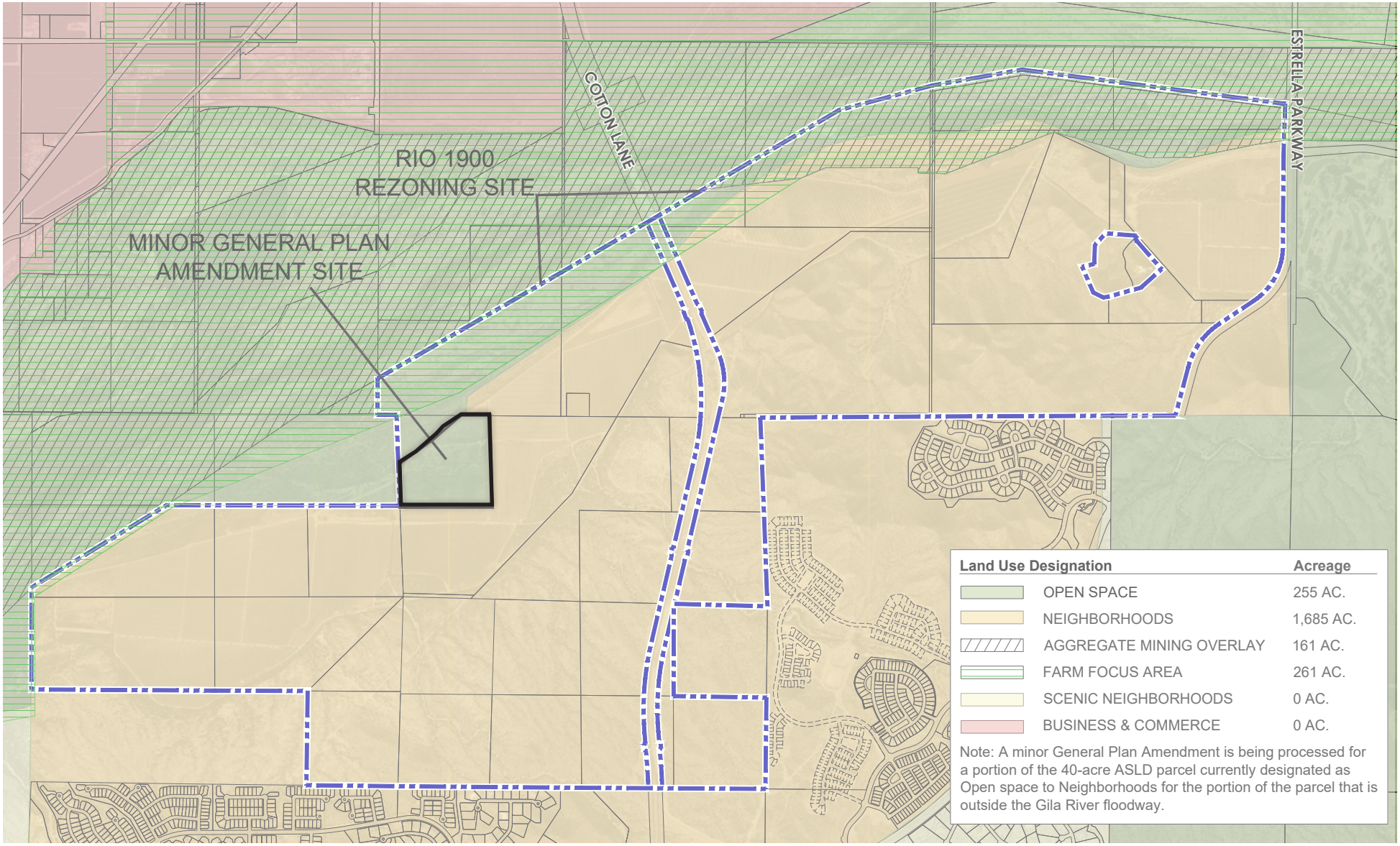

EXHIBIT 3: EXISTING CITY OF GOODYEAR GENERAL PLAN LAND USE DESIGNATION

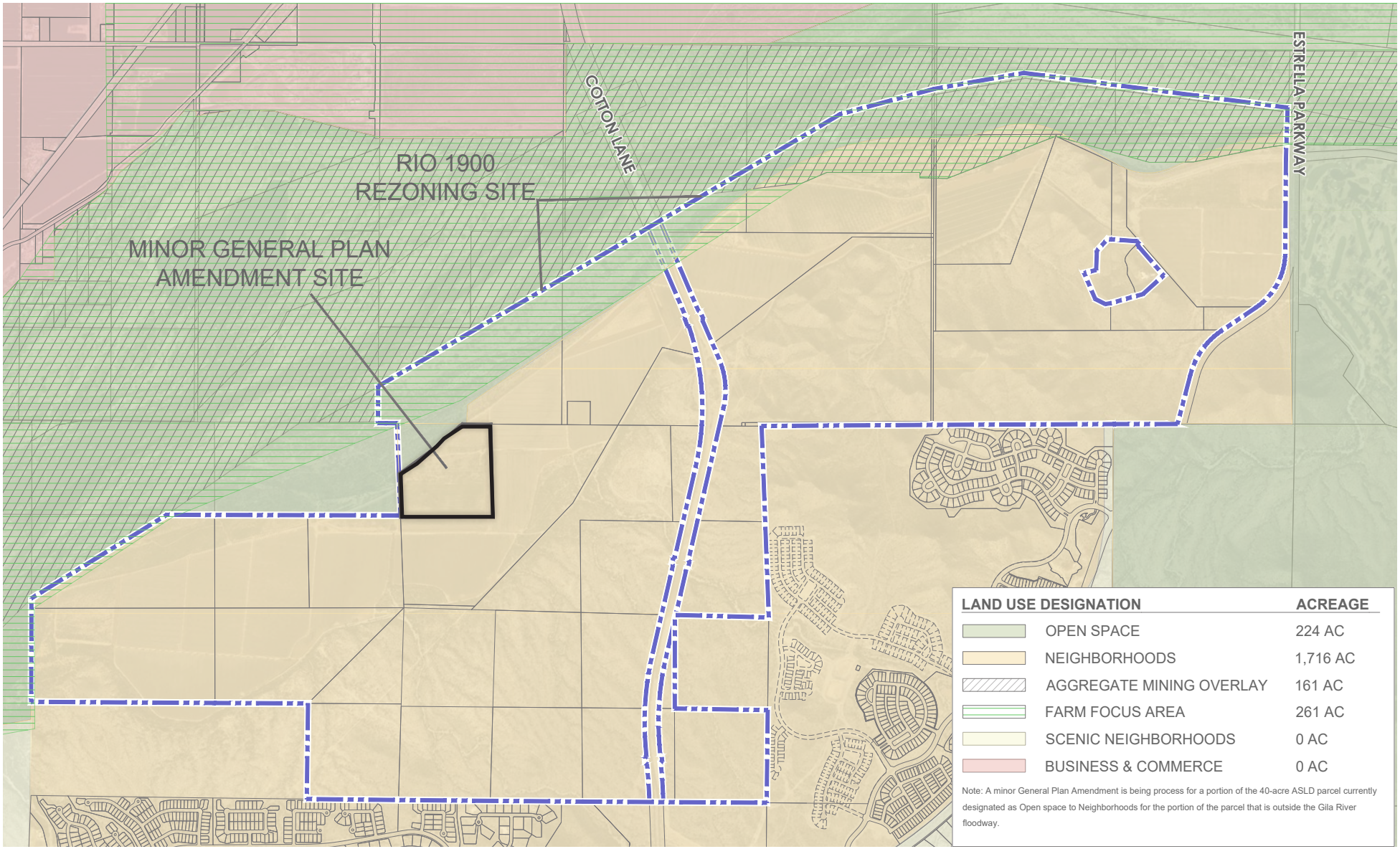

EXHIBIT 4: PROPOSED GPA LAND USE DESIGNATION

4. PROPOSED GENERAL PLAN LAND USE DESIGNATION

This GPA is requesting to change 31-acres of the 40-acre ASLD parcel that are located outside the Gila River floodway from Open Space to Neighborhoods.

The Neighborhoods land use designation applies to areas planned for the growth and development of neighborhoods including a wide range of densities and housing products. This land use designation also allows for public and community facilities such as schools, places of worship, and commercial uses at appropriate densities. The General Plan identifies PAD as an applicable zoning district in the Neighborhoods land use designation. See Exhibit 4: Proposed GPA Land Use Designation and Exhibit 4.1 Detail of Proposed GPA Land Use Designation.

As shown in Exhibit 4.1, this GPA proposes to use the boundary of the Gila River floodway as the delineation between the Open Space and Neighborhoods land use designations. Instead of the Open Space designation abruptly extending eastward at 90-degree angles to arbitrarily incorporate the entire 40-acre ASLD parcel, the Open Space designation will now continue to follow the natural boundary of the Gila River floodway as intended and similar to the delineation to the northeast of the GPA site. The 31-acre GPA Site is located outside of the Gila River floodway and does not include any unique or natural features that would justify preserving as Open Space. The remaining 9 acres within the 40-acre ASLD parcel are located within the floodway and will remain as Open Space.

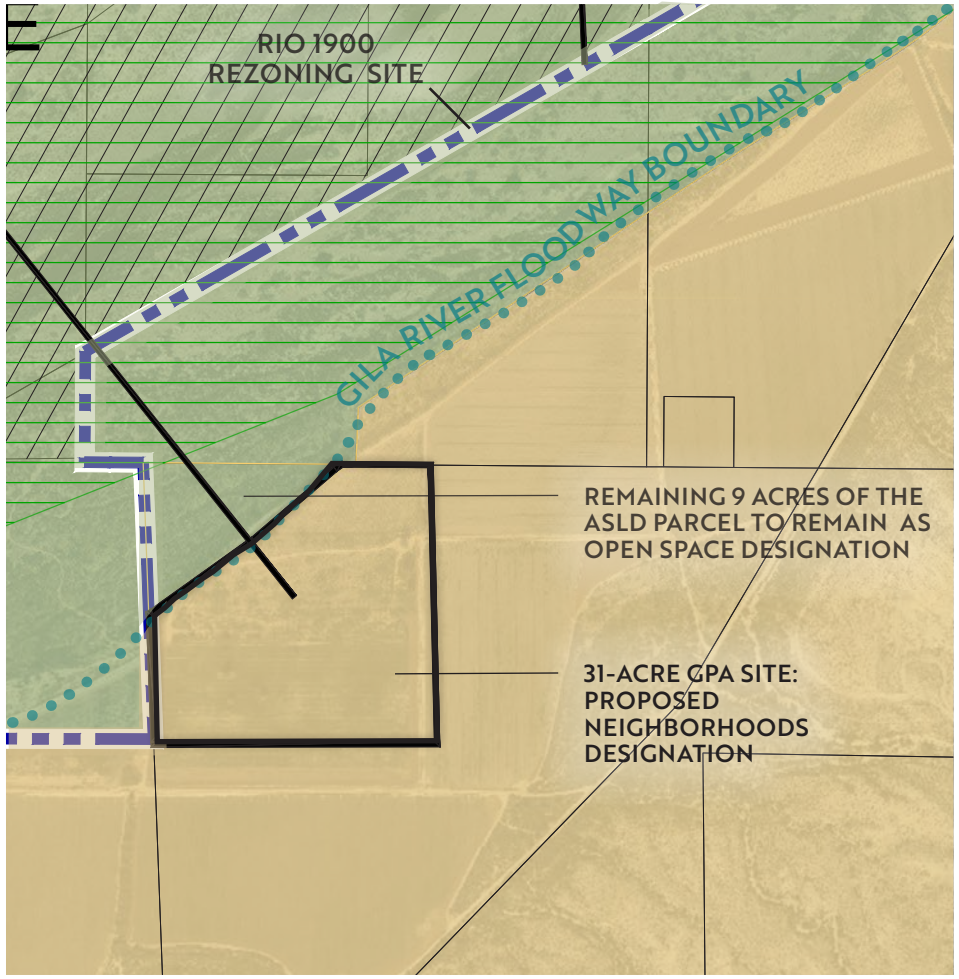

EXHIBIT 4.1:
DETAIL OF PROPOSED GPA LAND USE DESIGNATION

5. CONFORMANCE WITH GENERAL PLAN AMENDMENT REVIEW CRITERIA

Being that a General Plan document is generally only comprehensively updated about every ten years, the plan may need to be amended from time to time. Chapter 10 of the City of Goodyear 2035 General Plan allows for Major and Minor Amendments to be requested and outlines that changes to land use categories between 20 and 159.9 acres trigger the need for a Minor Amendment.

Both major and minor amendments to the General Plan must address the Amendment Review Criteria established in Chapter 10 of the City of Goodyear 2035 General Plan, for approval. Each of the 6 criteria are listed in bold with an explanation of how each criteria is met by the proposed GPA. Being that the proposed amendment will support the Rio 1900 PAD rezoning case (#P24-00287), references to the rezoning document are included in some responses.

1. The amendment must forward the vision for Goodyear as described in Chapter 1: Goodyear is a safe, attractive, vibrant community that supports the diversity of its economy, environment, and people. We celebrate our cultural assets and invite development that creates memorable places of lasting value. Through smart public and private investments, Goodyear maintains a high quality of life for all to live, work, visit, and play.
This proposed GPA aims to balance the need for housing, safe healthy neighborhoods, environmental preservation, and access to open space and aligns with many of the Fundamental Strategies of the 2035 General Plan.

2. The amendment must be consistent with the goals, objectives, and policies contained within the General Plan.
The proposed GPA is consistent with the goals, objectives, and policies of the City of Goodyear General Plan which aim to make Goodyear, Livable, Inclusive and Diverse, Healthy and Sustained, Resilient and Safe, Prosperous and Innovative, and Responsive and Accessible. The proposed GPA aims to balance the need for housing and neighborhood continuity with the goal of preserving natural open spaces and allowing for equitable access to it.

3. The amendment must align with at least one of the fundamental strategies established in Chapter 1 and shall not conflict with any of the fundamental strategies.
The proposed GPA directly aligns with Goal HS-5: "A community that advances environmental stewardship and taking care of our natural resources," by only proposing to amend the land use designation for the 31-acres of the 40-acre ASLD parcel that are located outside of the Gila River floodway.

No amendment is proposed for the for the remaining 9-acres of the ASLD parcel that are located within the Gila River floodway. Said 9 acres will remain designated as Open Space.

4. The amendment must not negatively impact the implementation of any city-approved Master Plan or shall provide mitigation measures to alleviate the potential impact.

Amending the land use designation of the GPA Site from Open Space to Neighborhoods will not negatively impact the implementation of any city-approved Master Plan. As proposed, the amendment will be more in line with the proposed Rio 1900 PAD rezoning which will promote additional regional trails and recreational opportunities along the banks of the Gila River for all residents to enjoy.

5. The amendment must constitute an overall improvement to the General Plan.

The proposed GPA will make the delineation between Neighborhoods and Open Space land use designations consistent with the delineation to the northeast, which follows along the edge of the Gila River floodway. As a result, a more consistent community edge may be developed and open space within the Gila River floodway will remain preserved.

6. The amendment will not adversely impact a portion of, or the entire community, by:

a. Significantly reducing the balance of residents and jobs.

The GPA will support a diverse balance of residents and jobs by providing for more land appropriate for residential development to support future growth and associated jobs needed to support that growth.

b. Increasing traffic without mitigation.

The proposed GPA impacts 31 acres of the Rio 1900 PAD rezoning site which is approximately 1,940 acres. The nominal proposed land use designation change will not create a noticeable increase in traffic. As part of the review process of the associated Rio 1900 rezoning, a Traffic Impact Analysis has been provided which outlines how the proposed development will accommodate the additional traffic generated by this minor change.

c. Requiring additional and more expensive improvements to infrastructure without mitigation.

The proposed GPA will not require additional or more costly infrastructure improvements. As detailed in the Rio 1900 rezoning narrative, infrastructure improvements will be provided by the Developer.

d. Significantly altering the existing character of an area in a negative and unplanned way.

The GPA will allow for the land uses to extend closer to the Gila River instead of abruptly stopping 40 acres away at a 90-degree delineation. By extending more naturally closer to the Gila River, the land use character and development of the GPA Site will be more consistent with the surrounding land use character which generally follows the edge of the Gila River.

e. Diminishing the environmental quality of the air, water, land, or cultural resources

The proposed GPA will not diminish the environmental quality to the air, water, land, or cultural resources. The GPA Site is located outside of the Gila River floodway and is currently being used for farming. Redesignating the GPA Site to the Neighborhoods land use designation will allow for the site to be developed with neighborhoods land uses. When the GPA Site is developed, stormwater improvements and dust reducing improvements will also be required which will improve the quality of the air and water.

6. CONCLUSION

The proposed GPA is a simple revision to more appropriately identify Open Space and Neighborhoods land use designations within the 40-acre ASLD parcel to follow the natural features of the land.

It is evident the purpose and intent of the surrounding Open Space designation is to protect the natural feature of the Gila River floodway.

The proposed GPA accomplishes this intent by ensuring that the Gila River floodway is protected and preserved as open space, while allowing the remaining areas outside the floodway to incorporate the same Neighborhoods land use designation as the surrounding properties, providing for appropriate land uses within and adjacent to the Gila River.

Chapter 10 (Plan Amendments) of the City of Goodyear General Plan 2035 (General Plan) specifies the Amendment Review Criteria to be used in reviewing a proposed amendment. The following information identifies how this proposed amendment to the General Plan complies with these criteria.

1. The amendment must forward the vision for Goodyear as described in Chapter 1 of the General Plan.

The vision statement for the city as described in Chapter 1 is as follows:

Goodyear is a safe, attractive, vibrant community that supports the diversity of its economy, environment, and people. We celebrate our cultural assets and invite development that creates memorable places of lasting value. Through smart public and private investments, Goodyear maintains a high quality of life for all to live, work, visit, and play.

The proposed Minor General Plan Amendment would allow for a subsequent rezone request which could permit the construction of privately-owned single-family and/or multi-family residential developments on the thirty-one (31) acres generally located south of the Gila River, west of Cotton Lane and currently adjacent to the west of what is currently Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A (the "Property"). A rezone to allow these uses would bring additional residents to the area, supporting Goodyear's economic base.

2. The amendment must be consistent with the goals, objectives, and policies contained within the General Plan.

The Rio 1900 Minor General Plan Amendment is consistent with the goals, objectives, and policies of the General Plan, including:

Goal LC-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.

- Objective 1: Continue to plan for a mix of urban, suburban, and rural residential and nonresidential development based on the needs of different areas within Goodyear. Clearly articulate these intended distinctions through adopted land use categories and supporting regulations to increase predictability for residents, property owners, and investors about intended future land use patterns in a given location. Consider development constraints when evaluating future land use plans to ensure proposed uses can be implemented without creating unintended conflicts.
    - The proposed Minor General Plan Amendment will change the designation of the Property within the proposed master planned community of Rio 1900 from Open Space to Neighborhoods to allow construction of a mix of urban and suburban uses, consistent with the Village Neighborhood and Urban Neighborhood Land Use Character Areas (LUCAs) of the concurrent Rio 1900 Planned Area Development (PAD) Rezone request.
- Objective 7: Development within large master planned communities should allow for greater flexibility since the area is being master planned; include a diversity of housing; include trails, open space, and internal and external connectivity; and include an integrated lifestyle.
    - The proposed Minor General Plan Amendment will support the Rio 1900 master planned community and provide flexibility for the development of a variety of

single-family and multi-family residential housing products on the thirty-one (31) acres that are the subject of the amendment request. The proposed Rio 1900 Rezone includes provisions for open space throughout the master-planned community, including parks and a trail system that is expected to connect directly with existing trails in Estrella to the south.

Goal LC-4: All areas of Goodyear become complete neighborhoods.

- Objective 1: Promote the concept that all neighborhoods in Goodyear should be "complete neighborhoods" meaning they should include a range of housing options; the option to safely walk or bike to internal and external destinations; access to a variety of transportation options; schools that meet the needs of the neighborhood; parks and other recreational facilities; neighborhood commercial centers that provide daily needs; places of worship; a sense of place and community pride; places and spaces that encourage social interaction; accessibility for people of all abilities; access to healthy food; and other amenities identified as important by the neighborhood.
    - The proposed Minor General Plan Amendment will facilitate development of the Property with single-family and/or multi-family residential uses. The Property will connect directly to a new El Rio Trail along the south side of the Gila River and is expected to contain at least one local park per the conceptual open space plan submitted for the Rezone request for Rio 1900 PAD. These amenities will ensure that residents of the Property have access to open space within a short distance of their homes. Residents within the Property will also have access to additional amenities in the wider Rio 1900 master planned community, including the wider park and trail system, schools, and commercial areas.

Goal ID-2: A range of housing types, price points, and sizes meet the needs of all ages, incomes, and lifestyles.

- Objective 1: Encourage an equitable mix of quality and compatible housing types and price ranges in numerous areas throughout the city that adequately meets the needs of current and prospective residents and workers of all incomes and ages.
    - The proposed Minor General Plan Amendment will change the designation of the Property from Open Space to Neighborhoods, to align with the Village Neighborhood and Urban Neighborhood LUCAs in the concurrent Rio 1900 PAD request. The Village Neighborhood LUCA will permit a range of low-to-medium density housing products such as single-family attached and detached homes, court homes, and two-family homes, while the Urban Neighborhood LUCA will permit multi-family development.
- Objective 3: Partner with developers to integrate diversity of housing types into large master planned communities.
    - Rio 1900 will be a large master planned community at buildout, with residential units, commercial areas, a fire station, two elementary school sites, and open space. The proposed PAD would permit a variety of housing types from large-lot estate homes to multi-family units.

Goal HS-1: A comprehensive, connected, and accessible parks, open space, and recreation system serves existing and future residents by contributing to the community's social, economic, and environmental quality.

- Objective 3: Continue to partner with the Flood Control District of Maricopa County, Lower Gila River Collaborative, Rio Reimagined, and other stakeholders to implement the El Rio vision and provide public recreational open space along the Gila River.

- The Property is directly adjacent to the proposed El Rio Trail along the south side of the Gila River, as included in the Rezone request for the Rio 1900 PAD. Rio Reimagined and Lower Gila River Collaborative have been informed of the larger Rio 1900 development, and Flood Control District of Maricopa County was invited to review the concurrent Rezone application but declined to comment. Further opportunities to partner with these organizations may be available as development applications for Rio 1900 are submitted during buildout.

3. The amendment must align with at least one of the fundamental strategies identified in Chapter 1 and shall not conflict with any of the fundamental strategies.

The six fundamental strategies in Chapter 1 are as follows:

- Livable & Connected – Complete neighborhoods provide essential goods and services, multimodal transportation networks, a diverse array of public spaces, and respect for neighborhood character, to create memorable places and destinations.
- Inclusive & Diverse – Welcome and accommodate people from all walks of life. Capitalize upon unique assets and foster a strong cultural identity. Preserve and expand access to housing for all phases of life and promote environmental justice.
- Healthy & Sustained – Incorporate environmental protection and stewardship to improve public health for all. Provide access to healthy food, health services, and recreation. Plan for adaptability and mitigation across physical and social assets.
- Resilient & Safe – Reduce risk and improve ability of individuals, neighborhoods, economic systems, and natural and built environments to withstand, recover from, and adapt to natural hazards, human-made disasters, and economic shifts. Create a foundation for a dependable water future; support responsive public safety and emergency services.
- Prosperous & Innovative – Leverage growth to benefit livelihoods and economic opportunities of all residents. Develop diverse employment opportunities that are well-matched to residents' skill levels, expand access to higher education and job training, and support innovative entrepreneurs and small businesses.
- Responsive & Accessible – Provide high quality municipal services and infrastructure to sustain long-term fiscal well-being of the city. Preserve robust opportunities for citizen participation and engagement.

The proposed Minor General Plan Amendment aligns most closely with the Livable & Connected, Inclusive & Diverse, and Healthy & Sustained strategies. Amending the Property from Open Space to Neighborhoods will help to implement the Rio 1900 PAD's vision for residential neighborhoods with a range of single-family and multi-family housing products, as well as supportive facilities such as roads and parks. A conceptual trail and open space plan included in the narrative for the Rio 1900 rezone shows that the acreage included in this Minor General Plan Amendment is immediately adjacent to the proposed El Rio Trail corridor and will likely include at least one local park. These open spaces will provide recreational opportunities for residents in the community to promote both physical and mental health. The proposed amendment does not conflict with any of the above strategies.

4. The amendment must not negatively impact the implementation of any city-approved Master Plan or shall provide mitigation measures to alleviate the potential impact.

The proposed Minor General Plan Amendment will not negatively impact the implementation of any City-approved Master Plan.

5. The amendment must constitute an overall improvement to the General Plan.

The proposed Minor General Plan Amendment represents an overall improvement to the General Plan by changing the designation of the Property from Open Space to Neighborhoods to match the designation of surrounding land with similar physical characteristics. Within the proposed Rio 1900 PAD area, most areas with the Open Space land use designation fall within the Gila River floodway channel. The Property is outside of the Gila River channel, so the Neighborhoods land use designation (which already applies to most of the Rio 1900 PAD area) is appropriate.

6. The amendment will not adversely impact a portion of, or the entire community, by:
    a. *Significantly reducing the balance of residents and jobs.*

        The development of job centers within the city will result in a need for additional new housing to house the future workforce.

    b. *Increasing traffic without mitigation.*

        The Minor General Plan Amendment will facilitate the construction of residential uses on the Property, as described in the concurrent Rio 1900 PAD Rezone application. A Master Roadway Plan was submitted and reviewed as part of that Rezone application. As Preliminary Plat and/or Site Plan applications are submitted for this site in the future, site-specific traffic studies will be required to analyze impacts related to those developments and recommend mitigation when necessary.

    c. *Requiring additional and more expensive improvements to infrastructure without mitigation.*

        Any infrastructure improvements related to the Rio 1900 development, including development on the Property, will be the responsibility of the developer.

    d. *Significantly altering the existing character of an area in a negative and unplanned way.*

        The Minor General Plan Amendment will allow Rio 1900 uses to extend closer to the Gila River instead of stopping at the boundary of the forty (40) acres that are currently within the Open Space designation, which will promote continuity with the rest of the master planned community.

    e. *Diminishing the environmental quality of the air, water, land, or cultural resources.*

        The Property is outside of the Gila River floodway channel and is currently used for farming. As it is developed, stormwater improvements and dust-reducing improvements will be required which will protect air and water quality.

AGENDA ITEM #: 4.
DATE: December 03, 2025
CAR #: AI-2856
CASE #: P25-00128

Planning & Zoning Commission - AMENDED ACTION REPORT

SUBJECT: **RIO 1900 MINOR GENERAL PLAN AMENDMENT**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):
Brian Greathouse, Burch & Cracchiolo

SUMMARY:
This is a public hearing to request a Minor General Plan Amendment on approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A, from Open Space to Neighborhoods.

RECOMMENDATION:

1. Conduct a public hearing to consider a Minor General Plan Amendment to the Goodyear 2035 General Plan to amend the land use designation of approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A from Open Space to Neighborhoods; requiring an amendment to Exhibit 3.3 Land Use Plan & Transportation Plan in Chapter 3 of the Goodyear 2035 General Plan; and providing for an effective date.
2. Recommend approval of the request for a Minor General Plan Amendment to the Goodyear 2035 General Plan to amend the land use designation of approximately thirty-one (31) acres generally located west of Assessor's Parcel Number 400-03-002C and south of Assessor's Parcel Number 502-59-007A from Open Space to Neighborhoods; requiring an amendment to Exhibit 3.3 Land Use Plan & Transportation Plan in Chapter 3 of the Goodyear 2035 General Plan; and providing for an effective date (Ann Dolmage, Principal Planner).

STIPULATIONS:
Not applicable.

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 request affects thirty-one (31) acres (the “Property”) within a forty (40)-acre parcel that is currently owned by the Arizona State Land Department. The parcel has not been assigned an Assessor’s Parcel Number or physical address. The Property is generally located west of Assessor’s Parcel Number 400-03-002C and south of Assessor’s Parcel Number 502-59-007A, on the south side of the Gila River and approximately 2,800 feet west of Cotton Lane, as depicted in that document titled General Plan Land Use Plan & Transportation Plan - Existing, attached as Exhibit A to Resolution 2025-XXXX (see Attachment A to this report). The entire 40-acre parcel is currently designated as Open Space in the Goodyear 2035 General Plan (the “General Plan”), which was ratified by a vote of the citizens of Goodyear on May 21, 2024.

The forty (40)-acre parcel is included in a concurrent Rezone request for 1,940 acres known as Rio 1900 (formerly King Ranch). The Rezone will permit a range of uses within Rio 1900 to include residential, commercial, civic, and open space uses, as well as a potential resort. The applicant for the Rezone and this Minor General Plan Amendment is in the process of purchasing this parcel from the State of Arizona via auction. The State of Arizona has provided an owner authorization letter granting permission for the applicant to seek approval of this Minor General Plan Amendment while the parcel remains in their ownership.

STAFF ANALYSIS

Current Policy:

Chapter 10 of the General Plan defines which types of changes to the General Plan require a Major or Minor General Plan Amendment, and which types are exempt from amendments altogether. A change to a land use category between 20.0 acres and 159.9 acres requires a Minor General Plan Amendment. A Minor General Plan Amendment requires one public hearing before the Planning and Zoning Commission and one public hearing before the City Council.

Details of the Request:

The owner of the Property has applied to rezone a total of 1,940 acres from King Ranch Planned Area Development (PAD) to Rio 1900 PAD, to facilitate the development of a master planned community containing residential, commercial, civic, and open space uses, as well as a potential resort hotel. The 1,940 acres in the PAD extend east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella.

Within this 1,940-acre rezone area, there is a forty (40)-acre parcel that falls entirely within the Open Space land use designation of the 2035 General Plan. These forty (40) acres include nine (9) acres that are located within the Gila River floodway channel, and thirty-one (31) acres that are located outside of the channel. The owner plans to develop the thirty-one (31) acres outside of the channel with residential uses, but these uses are not compatible with the Open Space designation, therefore a minor amendment to the General Plan is required prior to the rezone and development of the Property. The request proposes to change the designation of the Property to Neighborhoods, to align with the majority land use designation for the remainder of the Rio 1900 Rezone area. The remaining nine (9) acres of the parcel will remain in the Open Space land use designation. The proposed rezoning will be considered by separate action if Council approves this proposed General Plan Amendment.

An aerial photo and project narrative for this Minor General Plan Amendment request can be found as Attachments B and C to this report.

Evaluation Criteria:

Further information about the Evaluation Criteria applicable to this Minor General Plan Amendment can be found in Attachment D to this report.

Public Participation:

One combined in-person Neighborhood Meeting was conducted for this proposal and the concurrent Rezone proposal. Notice of the Neighborhood Meeting was provided to property owners within 500 feet

of the property on June 17, 2025, and signs advertising the Neighborhood Meeting were placed on the site on June 19, 2025. The neighborhood meeting took place on July 8, 2025. Twenty-three (23) members of the public attended the meeting, which followed an open house format. Topics discussed were mostly focused on the broader Rezone request rather than the Minor General Plan Amendment request. These topics included density; water; emergency access; types of housing and commercial expected (including the likelihood of a resort); transportation issues (including the timing of Cotton Lane widening and separation of bicycle lanes from roadway corridors for safety); protections for hillside areas, drainageways, and habitat; and timing or phasing of development.

Staff have also received several calls and emails about the Rio 1900 project, again mostly oriented towards the Rezone request rather than the Minor General Plan Amendment. Many of these calls and emails came in around the time of the neighborhood meeting and were information-seeking requests for development plans, construction timing estimates, and similar topics. One resident expressed concerns about impacts to wildlife habitat, air quality, noise pollution, and other environmental concerns, as well as traffic and congestion, crime, and the proliferation of data centers and industrial buildings in the city. An additional resident echoed the concerns about air quality (mostly as it pertains to construction activities), the potential for a resort hotel near her neighborhood, and the loss of open space and views in the area.

A public notice that the Minor General Plan Amendment request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on December 3, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 14, 2025; postcards were mailed to adjoining owners on November 12, 2025; and signs were updated on the site with the hearing date on November 14, 2025.

Attachments

Attachment A - Draft Resolution No. 2025-XXXX

Attachment B - Aerial Photo

Attachment C - Project Narrative

Attachment D - Detailed Evaluation Criteria

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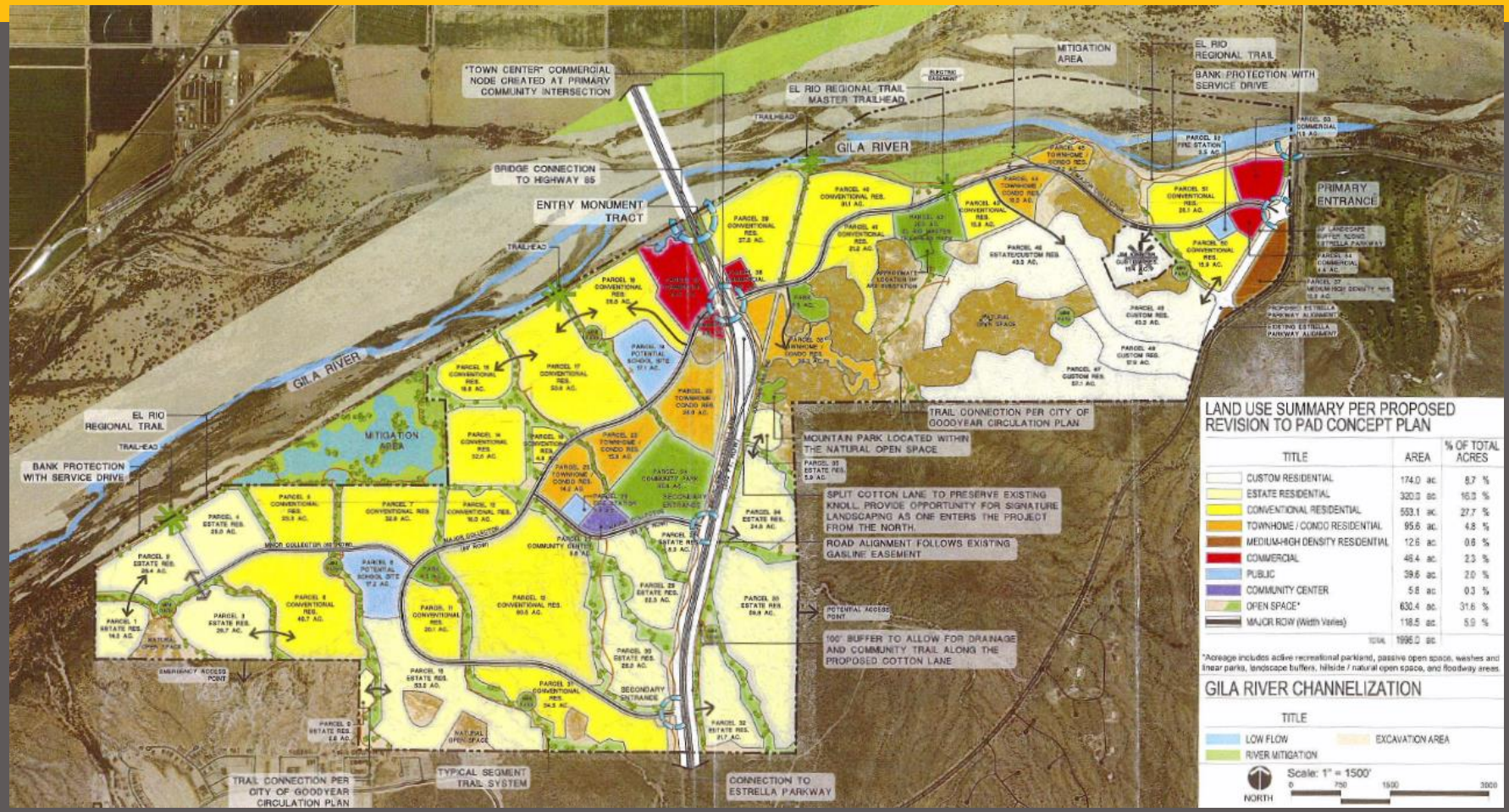
Existing Zoning:
King Ranch PAD

- Approved 2005
- Amended 2006



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King Ranch – Residential

Housing Product	Maximum Density	Acres
Custom Single-Family	3.8 units/ac	174
Estate Single-Family	3.8 units/ac	320
Conventional Single-Family	5 units/ac	553.1
Condo/Townhome	7 units/ac*	95.6
Multi-Family	10 units/ac*	12.6
Total	**----**	**1,155.3**

*Higher densities considered for condo/townhome & multi-family projects, with modified development standards

Maximum units = 4,250

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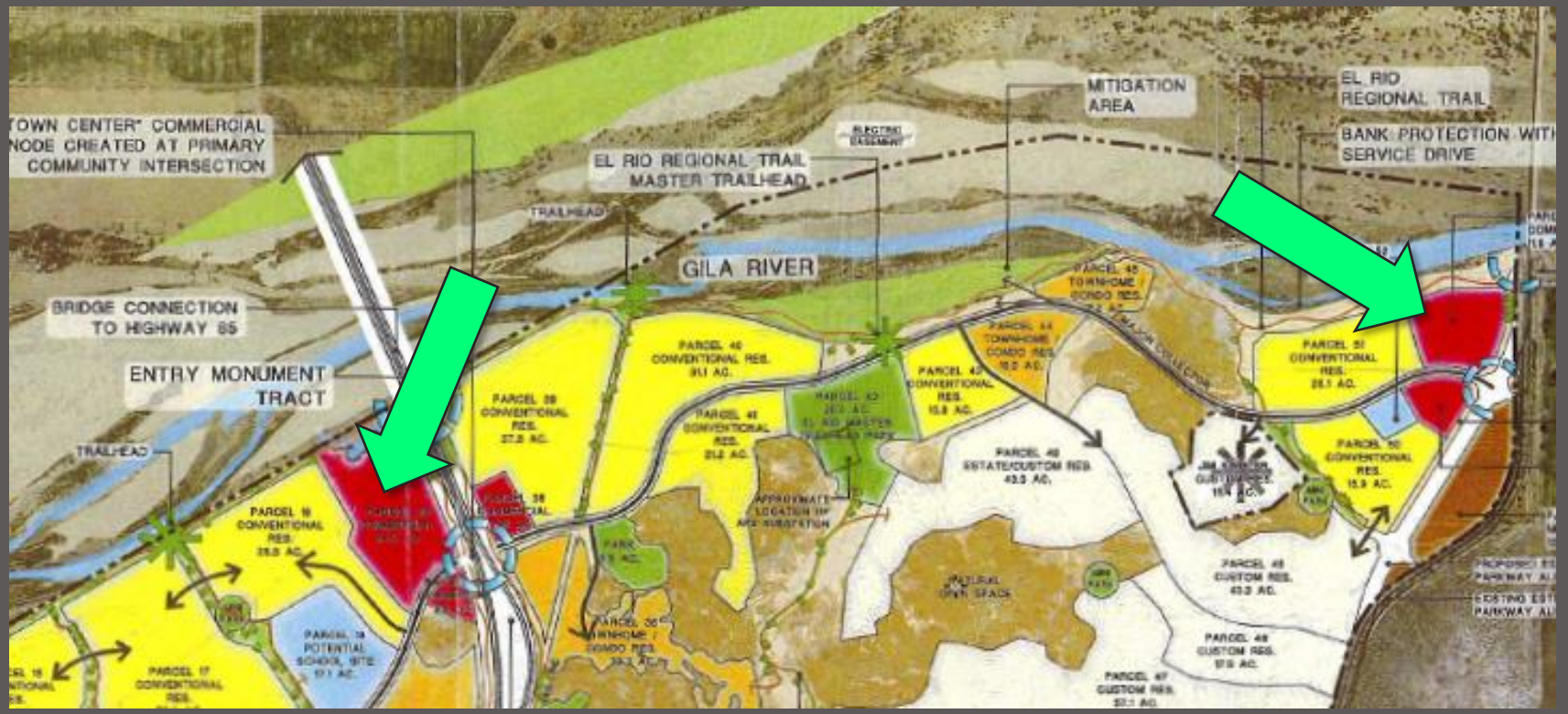
King Ranch – Commercial

- Concentrated at north end of community, on Estrella Parkway and Cotton Lane
- Total: 46 acres



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King Ranch – Open Space

- Community park (~35 acres)
- El Rio Trail (~3 miles) and a trailhead park (~20 acres)
- Smaller neighborhood and local parks, trails, community center, habitat mitigation area
- Total: 630.4 acres

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Rezone Proposal

- Rezone to Rio 1900 Planned Area Development
- "Layered" land use character areas (LUCAs)
- Modified use permissions & development standards

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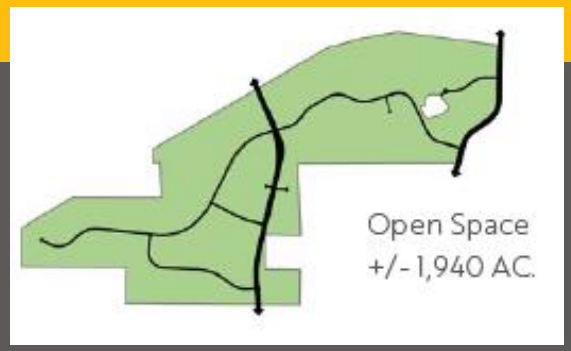
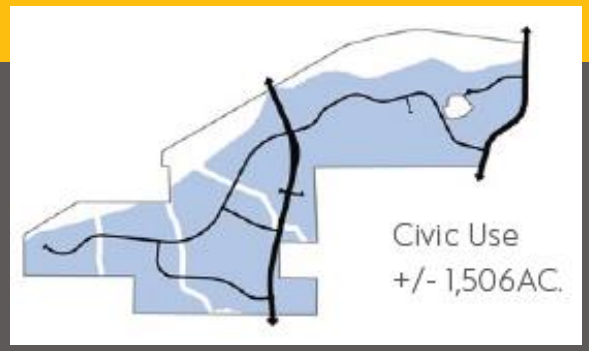
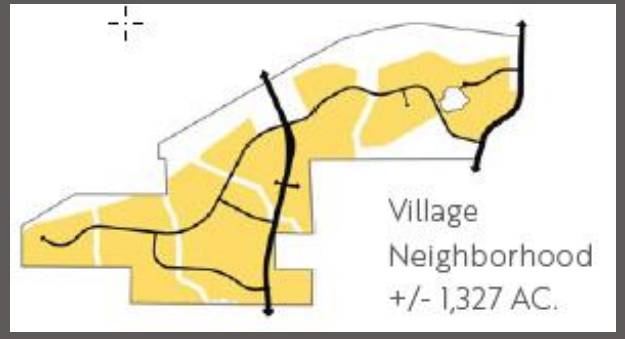
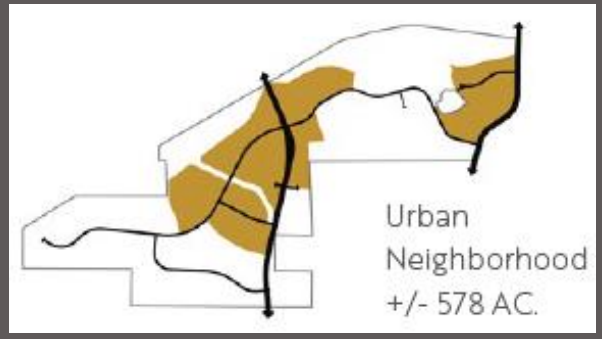
Land Use Character Areas (LUCAs)

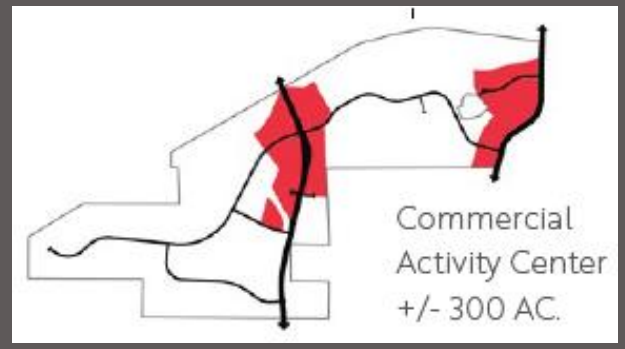
Layered areas that describe where certain zoning districts may be located

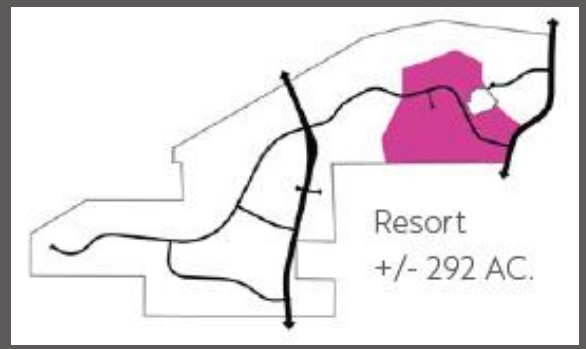












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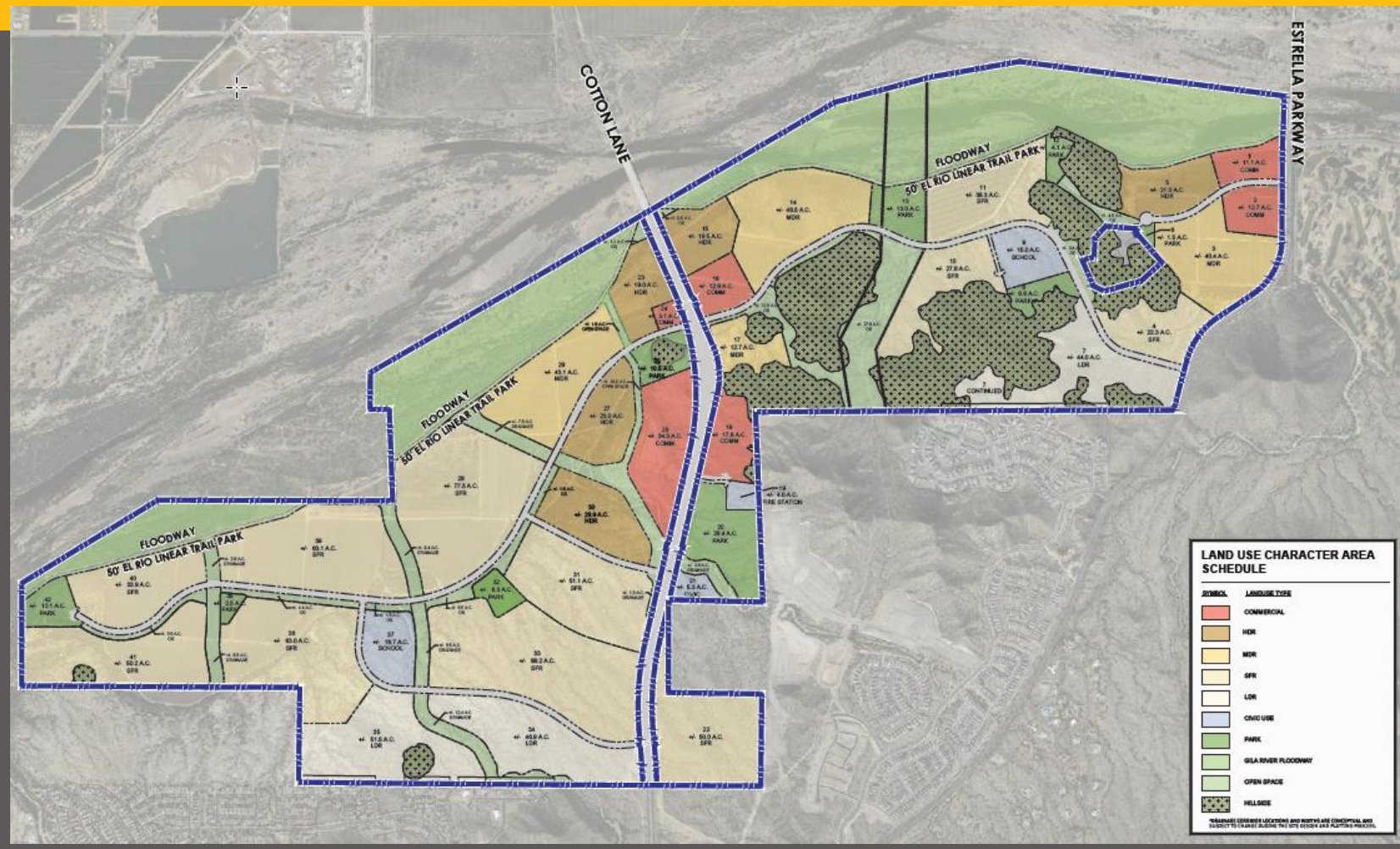
Conceptual Land Use Plan

- Commercial- 91.7 ac
- Civic – 41 ac
- Low-Density Res *(R1-10, AU)*
  142.4 ac
- Single-Family Res *(R1-7, R1-6, R1-4)*
  565.4 ac
- Medium-Density Res *(R1-A, R1-C, R-2)*
  144.7 ac
- High-Density Res *(MF-12, MF-18, MF-24)*
  110.4 ac



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Single-Family Residential

- Modified lot sizes, lot widths, lot depths, & setbacks for some districts
- Modified lot coverage for all districts
- Open space - 17% minimum
- At least 100 acres of Estate Residential LUCA will be developed using AU or R1-10 zoning (may be reduced if resort is built)

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Multi-Family Residential

- Flexible building heights in MF-12 when pitched roofs are utilized
- Modified rear setback for MF-12
- Modified setback from single-family residential zoning for MF-12
- Increased lot width for MF-24

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Commercial & Civic

- At least 25 acres within Commercial Activity Center LUCA will use C-O, C-1, and/or C-2 zoning
- Resort LUCA will utilize C-2 zoning with customized uses

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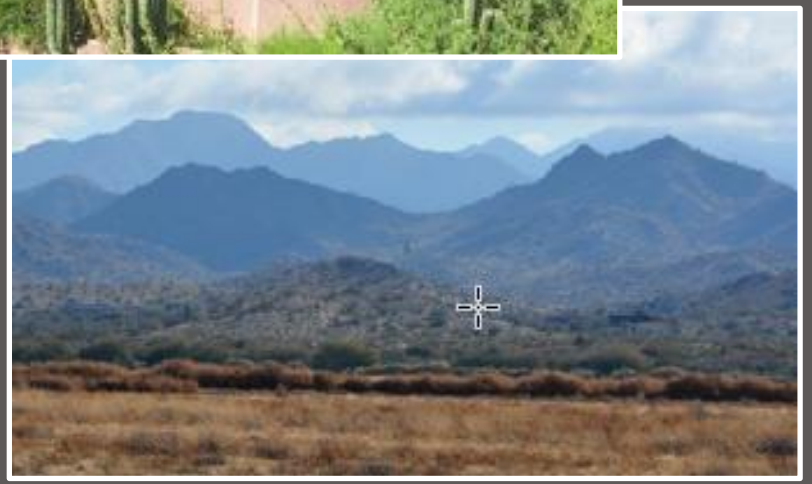
Hillside Development Standards

- Hillside areas = more than 20% slope
- At least 50% of total designated hillside areas shall be preserved as open space
- Up to 30% of preserved open space may be disturbed and revegetated to match natural state



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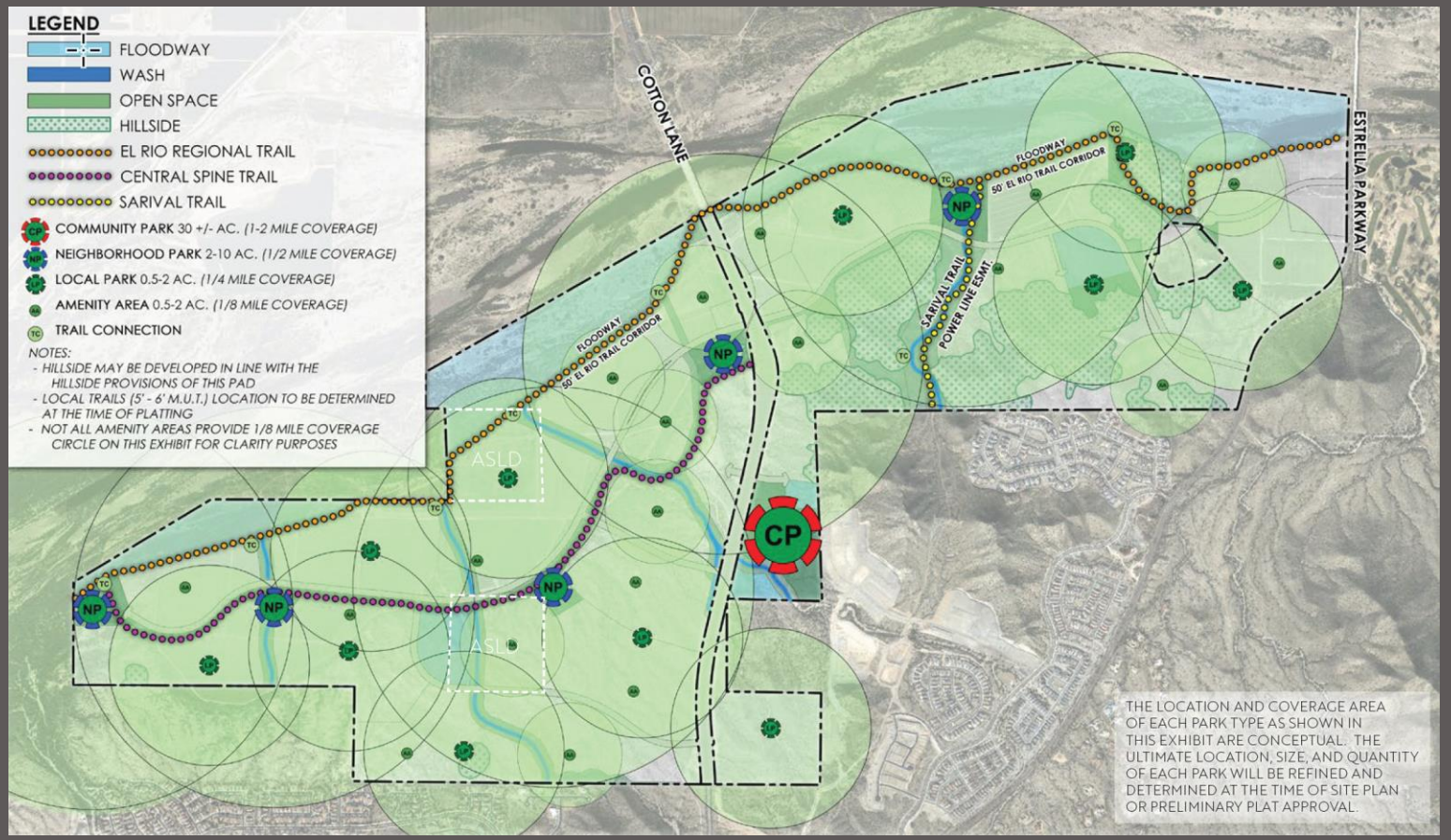
Open Space

- Minimum 30% overall
- Public facilities
  - El Rio Trail & trailhead park
  - Community park
- Additional trails, trailheads, local and neighborhood parks, & amenity areas



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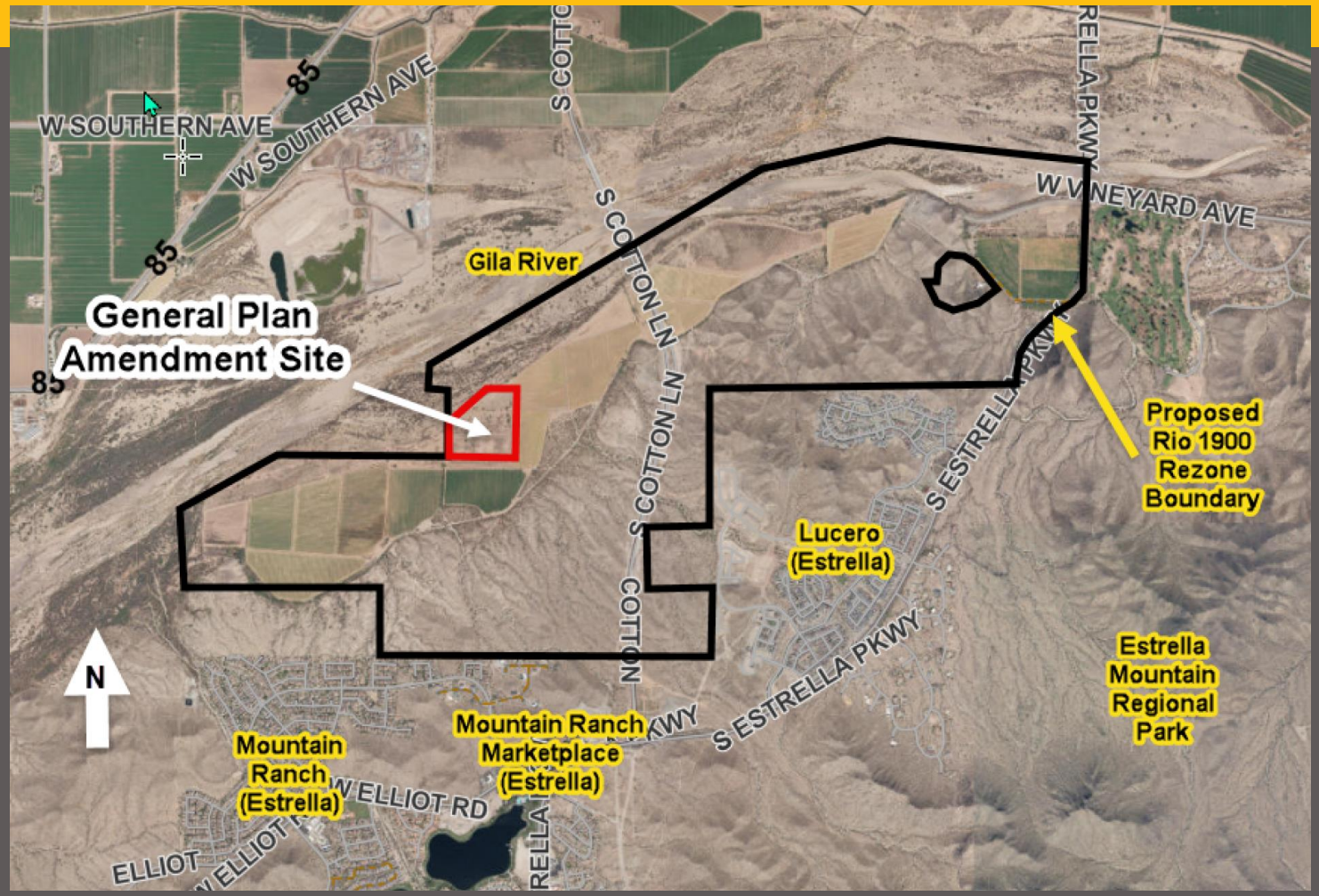
Minor General Plan Amendment

Amend land use designation of 31 acres within the Rezone area from Open Space to Neighborhoods



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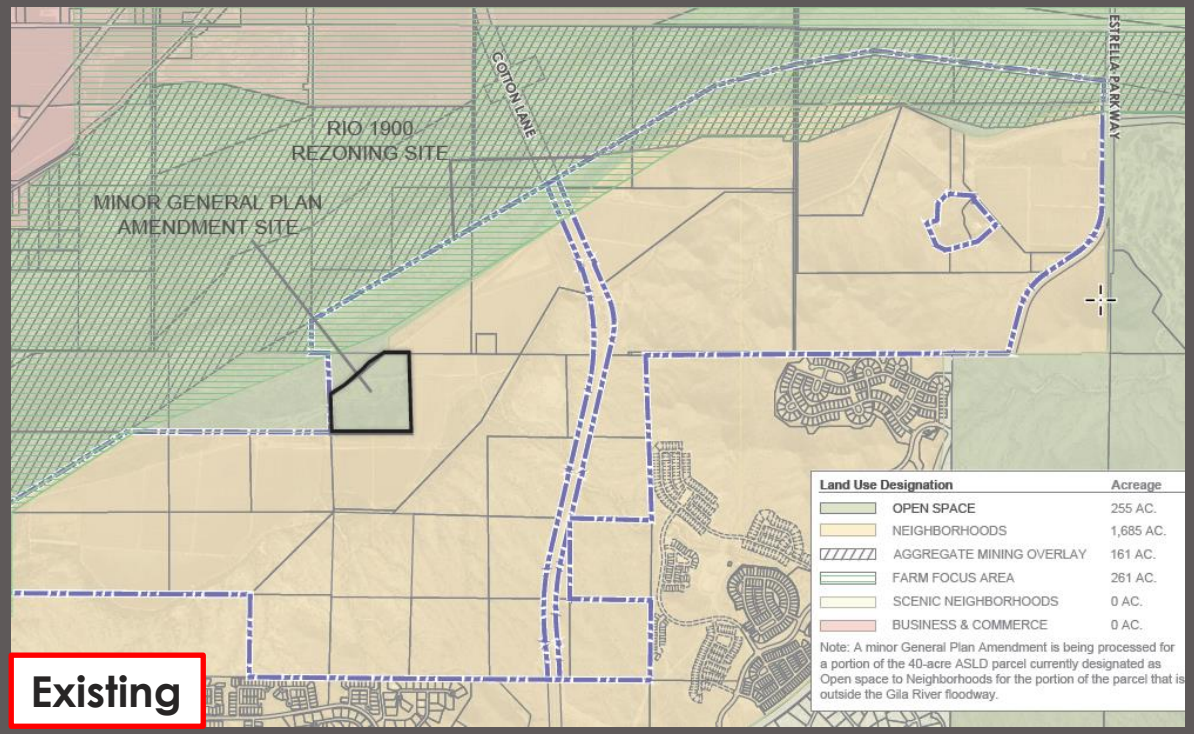
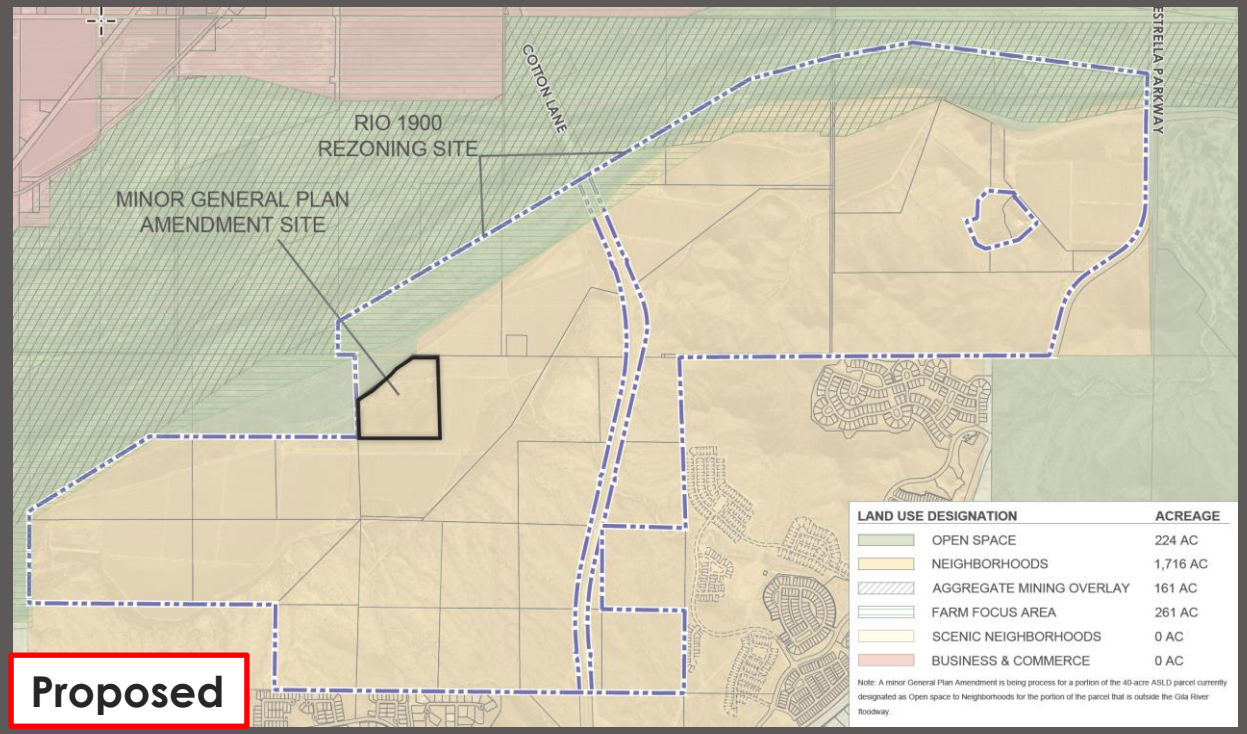


Existing



Proposed

RIO 1900
REZONE & MINOR GPA

Public Participation

- Neighborhood Meeting – July 2025
- Citizen emails and calls
- School district notification
- Postcards, site signage, legal ad, and website posting

RIO 1900
REZONE & MINOR GPA

Recommendations

Approve the requested rezone from the King Ranch Planned Area Development (PAD) to the Rio 1900 PAD, subject to stipulations

Approve the requested Minor General Plan Amendment of 31 acres from Open Space to Neighborhoods

ITEM #: 13.
DATE: 01/26/2026
AI #:3047

CITY COUNCIL ACTION REPORT

SUBJECT: **ORDINANCE CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):

Brian Greathouse, Burch & Cracchiolo

SUMMARY

This is a public hearing to request a rezone of approximately 1,940 acres (Property), extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of the Estrella residential community, from King Ranch Planned Area Development (PAD) to Rio 1900 PAD with multiple underlying zoning districts.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1643 CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES OF LAND GENERALLY EXTENDING FROM ESTRELLA PARKWAY TO APPROXIMATELY THE ALIGNMENT OF 187TH AVENUE, AND FROM THE GILA RIVER TO THE ESTRELLA RESIDENTIAL COMMUNITY, FROM THE KING RANCH PLANNED AREA DEVELOPMENT (PAD) TO THE RIO 1900 PLANNED AREA DEVELOPMENT (PAD); AMENDING THE ZONING MAP OF GOODYEAR. (Ann Dolmage, Principal Planner)

STIPULATIONS

The complete list of stipulations is contained within Ordinance No. 2026-1643 (Attachment A).

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.

Additionally, as part of the Development Agreement for King Ranch approved by City Council on September 11, 2023, the owner of the Property is required to repay the city for the construction of the Cotton Lane Bridge. Such repayment may include land donations, construction of recreational facilities and/or amenities or the cash payment of $4,000 per vertical building permit (residential or commercial) issued for development within the Property until the city receives full repayment for the Cotton Lane Bridge.

BACKGROUND AND PREVIOUS ACTIONS

On December 3, 2025, the Planning and Zoning (P&Z) Commission held a public hearing for this item. After staff presented the Minor General Plan Amendment and Rezone request, the applicant followed with a presentation focused on water and infrastructure. P&Z Commissioners expressed support for trail development and discussed roadway construction across the Gila River, intersections in northern Estrella, and the adequacy of water sources to support the proposed development, including potential impacts on city resources.

During the public hearing, eight residents spoke or submitted speaker cards. One speaker expressed general support, while others raised questions and comments regarding Bureau of Land Management land impacts, visuals of the development, buffers between Rio 1900 and Estrella, roadway access between Cotton Lane and Estrella Parkway, entitlement status, infrastructure and budget awareness, Arizona State Land Department parcels, water resources, stormwater impacts, lot sizes, and building coverage. In response, the applicant presented a conceptual land use map illustrating higher density to the north and lower density to the south, explained residential buffers and potential uses, and provided information on the development process and the potential for a resort. One resident voiced support for the graduated density approach after reviewing the conceptual plan.

At the conclusion of the public hearing, the P&Z Commission voted 6-0 to recommend approval, subject to the proposed stipulations which are reflected in the Ordinance (Attachment A).

City Council held a public hearing for this item during the meeting on December 15, 2025. Public notice for this meeting was published in the Arizona Business Gazette - Republic Edition on November 26, 2025, at least 15 days prior to the meeting. Postcards were mailed to 423 adjoining owners, located within five hundred (500) feet of the Property, on November 22, 2025; and signs were updated on the site on December 1, 2025. During the public hearing, the item was continued to the January 26, 2026 meeting.

Additional details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment F).

STAFF ANALYSIS

Additional details related to the applicant's request, including an aerial photo, details of the request, the project narrative, and the evaluation criteria used by staff to review the request are included as Attachments B, C, D, and E, respectively.

A scrivener’s error was identified in Stipulation #4 of the draft Ordinance presented to the Planning & Zoning Commission. The stipulation had incorrectly referenced a water demand threshold of 1,400 acre-feet per year, whereas the intended and consistent allocation cap is 1,900 acre-feet per year. The draft Ordinance, included as Attachment A, has been corrected for consistency within the stipulation.

Staff recommends that the City Council adopt the Ordinance, consistent with the Planning & Zoning Commission’s recommendation.

Attachments

Attachment A - Ordinance No. 2026-1643 with Exhibits
Attachment B - Aerial Photo
Attachment C - Details of the Request
Attachment D - Project Narrative
Attachment E - Detailed Evaluation Criteria
Attachment F - Planning & Zoning Commission Action Report
Staff Presentation

ORDINANCE NO. 2026-1643

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 1,940 ACRES OF LAND GENERALLY EXTENDING FROM ESTRELLA PARKWAY TO APPROXIMATELY THE ALIGNMENT OF 187TH AVENUE, AND FROM THE GILA RIVER TO THE ESTRELLA RESIDENTIAL COMMUNITY, FROM THE KING RANCH PLANNED AREA DEVELOPMENT (PAD) TO THE RIO 1900 PLANNED AREA DEVELOPMENT (PAD); AMENDING THE ZONING MAP OF GOODYEAR.

WHEREAS, on August 22, 2005, the City Council adopted Ordinance 2005-960 rezoning approximately 1,999 acres from the Preliminary Planned Area Development (PAD) District Mixed Uses to the Final Planned Area Development (PAD) District Mixed Uses ("King Ranch Final PAD"); and

WHEREAS, on September 25, 2006, the City Council adopted Ordinance 2006-1027 amending the King Ranch Final PAD to reconfigure commercial parcels as they relate to Gila River and Cotton Lane; adjusted residential land use types adjacent to the reconfigured commercial areas; realigned Estrella Parkway as it enters King Ranch; added one 12.6-acre medium-high density residential parcel on the east side of the realigned Estrella Parkway; and allowed commercial parcels to contain residential units above the first floor; and

WHEREAS, the property consists of 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella, as shown on Supplementary Zoning Map No. 24-87, attached hereto as Exhibit A and legally described in Exhibit B, attached hereto (the "Property"); and

WHEREAS, the land use designations in the Goodyear 2035 General Plan for the property are Neighborhoods, Open Space, Aggregate Mining Overlay, and Farm Focus Area Overlay; and

WHEREAS, this request is to rezone the Property to PAD with multiple underlying zoning districts to allow the Property to develop as a multi-use community, subject to the development standards described in the document titled "Rio 1900 Planned Area Development Regulatory Document", dated November 2025, attached hereto as Exhibit C (the "Rio 1900 PAD"); and

WHEREAS, a Minor General Plan Amendment is associated with this rezoning case in which the land use designation for thirty-one (31) acres of the Property will be amended from Open Space land use designation to the Neighborhoods land use designation; and

WHEREAS, the underlying zoning districts within the Rio 1900 PAD are compatible with the corresponding land use designations of Neighborhoods, Open Space, Aggregate Mining Overlay, and Farm Focus Area Overlay as described in the 2035 General Plan; and

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

WHEREAS, a public notice of a Neighborhood Meeting was provided to property owners within 500 feet of the property on June 17, 2025, and five signs advertising the meeting were posted to the site on June 19, 2025; and

WHEREAS, the Neighborhood Meeting took place in-person on July 8, 2025, and was attended by approximately twenty-three (23) people, where discussion occurred regarding residential density; water; emergency access; housing and commercial types; transportation and circulation, protection of hillsides, drainageways, and habitat; and construction timing; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the Planning and Zoning Commission on December 3, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 14, 2025; postcards were mailed to adjoining owners on November 12, 2025, and the five signs on the site were updated on November 14, 2025; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on December 3, 2025; and

WHEREAS, at that meeting the Planning and Zoning Commission voted 6-0 to recommend approval of the rezone; and

WHEREAS, a public notice that this rezoning was to be considered and reviewed at a public hearing before the City Council on December 15, 2025, appeared in the Arizona Business Gazette – Republic Edition on November 26, 2025; postcards were mailed to adjoining owners on November 22, 2025, and the five signs on the site were updated on December 1, 2025; and

WHEREAS, a public hearing was held before the City Council on December 15, 2025; and

WHEREAS, during that hearing, the City Council continued the item to the meeting on January 26, 2026; and

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

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

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 24-87”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Legal Description for Rio 1900 Project Boundary”, 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 “Rio 1900 Planned Area Development Regulatory Document”, dated November 2025, a copy of which is attached hereto as Exhibit C, 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. 44-7401 of each of the aforementioned

documents being declared public records herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

SECTION 2. ADOPTION OF FINDINGS

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

SECTION 3. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2026-1643 applies to that parcel of land in Goodyear, Maricopa County, Arizona, that is approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to the 187th Avenue alignment, and north to south from Gila River to the northern edge of Estrella, as legally described in that certain document titled "Legal Description- Rio 1900 PAD", 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 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) to Planned Area Development (PAD).

SECTION 5. CONDITIONS OF REZONING

The rezoning of this Property is subject to the following stipulations and conditions of approval:

1. Except as modified by the following stipulations and conditions of approval set forth herein, all development of the Property shall be in compliance with the Rio 1900 Planned Area Development Regulatory Standards Booklet dated November 2025, (the "Rio 1900 PAD") and any approved amendments thereto; and,

2. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with all other federal, state and local laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and,

3. Owner shall construct or cause to construct, at no cost to the City, all on-site and off-site infrastructure improvements determined by City as being necessary to provide water service and wastewater service to the Property or pursuant to a written development agreement approved by City Council; and,

4. Unless otherwise amended by a development agreement approved by City Council, the maximum amount of water resources the city shall allocate to the Property is 1,900 acre-feet per year. If at any time, additional water resources are needed to serve the Property in excess of

1,900 acre-feet per year it shall be the sole responsibility of the Owner to procure such additional water resources at no cost to the City; and,

5. Owner shall pay an in-lieu payment per residential dwelling unit for (i.) water facilities, which include facilities for the supply, transportation, treatment, purification and distribution of water, and any appurtenances thereto and (ii.) wastewater facilities which include facilities for the collection, interception, transportation, treatment and disposal of wastewater, and any appurtenances thereto. The in-lieu payment shall not include water or wastewater infrastructure installed by Owner. The in-lieu payment required herein shall be paid at the time a building permit is issued for each residential dwelling unit and the payment shall be equal to the amount charged for a single-family and/or multi-family dwelling unit under the City's then-currently approved Land Use Assumptions and Infrastructure Improvements Plan and Development Fee Report, based on the classification of the building permit issued to Owner. Notwithstanding the above, Owner shall not be required to pay an in-lieu payment for both water facilities and wastewater facilities if either the Property is included within the City's currently approved Water Facilities Impact Fee Area and Wastewater Facilities Impact Fee Area and Owner is required to pay both Water Facilities Development Fees and Wastewater Facilities Development Fees or Owner is not required to contribute towards water and wastewater facilities in a development agreement approved by City Council; and,

6. A proposed phasing plan was not submitted with the rezoning application. A phasing plan for each preliminary plat or site plan must be submitted concurrently with such application and approved at the discretion of the City Engineer or designee, or agreed upon in a development agreement approved by City Council; and,

7. Unless modified by the Rio 1900 PAD, or the terms of a written development agreement approved by City Council, Owner shall dedicate, at no cost to City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for construction of infrastructure improvements required for City to provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulation, standard, guideline governing the development of the Property including, but not limited to, City of Goodyear subdivision regulations, Building Codes and Regulations, and City of Goodyear's Engineering Design Standards and Policies Manual (EDS&PM); (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments and/or cost recovery payments; (iv) required to be dedicated pursuant to any development agreement with City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein. The rights-of-way to be dedicated shall be dedicated in fee and all rights-of-way and easements shall be dedicated lien-free and, unless otherwise agreed to by City, free of all other easements or other encumbrances. Unless the timing of the required dedications is

modified by any stipulation in this ordinance, the terms of a written development agreement approved by City Council or a written phasing plan approved by City Engineer or designee, all dedications shall be made prior to or concurrent with recordation of a final plat or approval of a site plan that includes the area in which the dedicated property is located or upon reasonably requested by the City Engineer or designee, whichever is earlier; and,

8. The construction of specific roadways and traffic signals needed in relation to the development of any portion of the Property shall be identified in future Traffic Impact Analysis/Studies approved by the City. Owner shall, at no cost to the City, be responsible to design and construct all roadways within, along, or adjacent to the Property at the classification type set forth in the Master Traffic Impact Analysis or in such future Traffic Impact Analysis/Studies approved by the City. Unless otherwise approved as part of a preliminary plat or site plan application, all streets and roads will be constructed to the classification standards set forth in the City's Engineering Design Standards & Policies Manual in effect when the improvements are constructed. Unless modified by a written phasing plan approved by the City Engineer or designee or by a development agreement approved by the City Council, the streets and roads shall be completed and accepted by the City Engineer or designee subject to completion of the two-year warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Permanent Certificate of Occupancy for any structure within the portion of the Property subject to such preliminary plat or site plan application; and,

9. Owner shall be responsible for a proportionate share of the costs of any traffic signals identified in the Master Traffic Impact Analysis submitted with the Rezone Application and in any future approved Traffic Impact Analysis/Study as being needed in relation to the development of the Property. Owner shall either make an in-lieu payment for the cost of traffic signal or Owner shall construct the signal if the signal is warranted with the development and construction of the signal is required. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signals at any intersections adjacent to the Property, Owner shall, at no cost to City, convey, in fee, lien-free, and free of any easements or encumbrances, unless specifically agreed to by City, any additional right-of-way needed for construction of the portion of the traffic signal that will be located on the Property and Owner shall make an in-lieu payment for a proportionate share of the costs to City towards the total cost of the full traffic signal (all four legs). Except as provided herein, the in-lieu payment will be calculated based on 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection where two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment paid to the City shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost

of the signal that is approved by the City Engineer or designee. Unless modified by a written phasing plan approved by the City Engineer or designee or a development agreement approved by the City Council, the dedication(s), construction, and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to, the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent to, or requires connection to, the intersection where the traffic signal is needed; and,

10. Prior to the issuance of the first certificate of occupancy within a final plat that is located adjacent to the El Rio Trail, Owner shall construct or cause to construct, at no cost to the City, that portion of the El Rio Trail, as described in the PAD document that is adjacent to such final plat and shall include the portion of the El Rio Trail that is adjacent to such final plat within the boundaries of the final plat, unless otherwise approved by the Development Services Director; notwithstanding the above, the portion of the El Rio Trail west of Cotton Lane to the BLM owned property shall be completed prior to the issuance of the 1400th residential building permit; and,

11. The El Rio Trail shall include at least one (1) developed trailhead that is at least five (5) acres in size and contains at least thirty (30) standard parking spaces, at least one (1) shade structure, as well as three (3) additional amenities as approved by the Development Services Director, which may include benches, drinking fountains and bike racks. Upon completion of construction the El Rio trailhead shall be fully open and accessible to the public. Unless otherwise agreed to by the city, the public El Rio trailhead for the El Rio Trail shall be developed between Cotton Lane and Estrella Parkway adjacent to the Gila River as generally depicted on Exhibit RD4 in the Rio 1900 PAD document; and,

12. Concurrently with the issuance of the 3,000th building permit within the Property, or immediately after the Goodyear City Council adopts a Capital Improvement Program (CIP) budget that includes funding for the construction of the thirty (30) acre community park as described in the Rio 1900 PAD document, whichever occurs first, Owner shall dedicate to the city at no cost, a parcel containing at least thirty (30) acres to be used for the construction of a community park. The parcel location must be approved by the Development Services Director and must be in general conformance with the PAD land use plan; and,

13. Prior to the recordation of any final plat subdividing all or part of the Property, Owner shall form a homeowners' association ("HOA") for the portion of the Property subject to such final plat, with said HOA owning and maintaining all private open space areas, common areas, and all amenities and enhancements described above, except that the HOA shall not own any of the enhancements or amenities located within right-of-way conveyed to City in fee, but shall be responsible for maintaining

such amenities and enhancements. With respect to the paths and trails the HOA or a similar organization is responsible for maintaining, the HOA or such similar organization shall ensure that the paths and trails are unobstructed, visible, and safely accessible to all users. The HOA shall also be responsible for maintaining all landscaping within street rights-of-way within or abutting the Property except for landscaping within medians located within any arterial street. A note shall be placed on each final plat indicating ownership and maintenance responsibilities of these private tracts and public rights-of-way landscaping; and,

14. The El Rio Trail development shall be in general conformance with the El Rio Design Guidelines adopted by City Council May 23, 2016, except as modified by the Rio 1900 PAD and this Ordinance; and,

15. All existing above ground utilities, except for electric lines that are 69kV or larger, located within and/or adjacent to the Property shall be placed underground at no cost to City. Unless modified by a written phasing plan approved by City Engineer or designee or by a development agreement approved by City Council, the undergrounding of the utilities required herein shall be completed prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the portion of the Property subject to the plat or site plan triggering the undergrounding requirement; and,

16. No final plat shall be recorded, no site plans shall be approved, and no construction permits shall be issued until Owner has provided City with all approvals and/or easements from government entities, utilities or irrigation districts whose property interests will be impacted by the development contemplated by such final plat, site plan, and/or construction permit. All required approvals and easements shall be in a form acceptable to City Engineer or designee; and,

17. Any modifications to existing private irrigation facilities as a result of the development of the Property shall be coordinated with the appropriate irrigation district/private owner; and,

18. If alterations of the Floodplain are required for the development of a portion of the Property, a Conditional Letter of Map Revision (CLOMR) shall be submitted to the City Engineer prior to or concurrent with the preliminary plat or site plan for such portion of the Property. A CLOMR shall be submitted to and approved by City Engineer or designee prior to submittal of any final plat and/or civil construction drawings for development within the floodplain unless a CLOMR is not required as determined by City Engineer, in which case Owner may proceed directly to a Letter of Map Revision (LOMR) which shall be submitted and approved by City Engineer or designee before the issuance of construction permits for work within the floodplain; and,

19. All residential lots adjacent to common active open spaces and that have view fences will be required to complete their rear yard landscaping within ninety (90) days from the close of escrow of the home; and,

20. Concurrently with the issuance of the 3,000th building permit within the Property, or immediately after the Goodyear City Council adopts a Capital Improvement Program (CIP) budget that includes funding for the construction of a fire station within the Property, whichever occurs first, the owner shall dedicate, at no cost to the city, a parcel containing at least five (5) acres for the construction of a fire station. The parcel location must be approved by the Development Services Director and must be in general conformance with the PAD land use plan.

SECTION 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning of the Property with the adoption of the document titled "Rio 1900 PAD Regulatory Document", dated November 2025, referred to herein by the adoption of Supplementary Zoning Map No. 24-87, a copy of which is attached hereto as Exhibit A, and such amendment shall be filed with the City Clerk in the same manner as the Zoning Map of the City of Goodyear.

SECTION 7. RECORDATION

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

SECTION 8. ABRIDGMENT OF OTHER LAWS

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

SECTION 9. CORRECTIONS

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

SECTION 10. SEVERABILITY

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

SECTION 11. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the City of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

SECTION 12. 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

Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars ($2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the city of Goodyear Municipal Court for violations hereunder.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

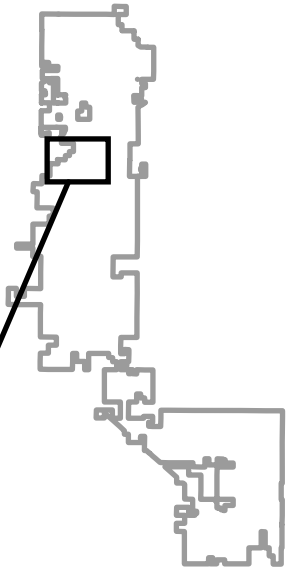
_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. 24-87

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO.2026-1643, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS 26th DAY OF January, 2026.

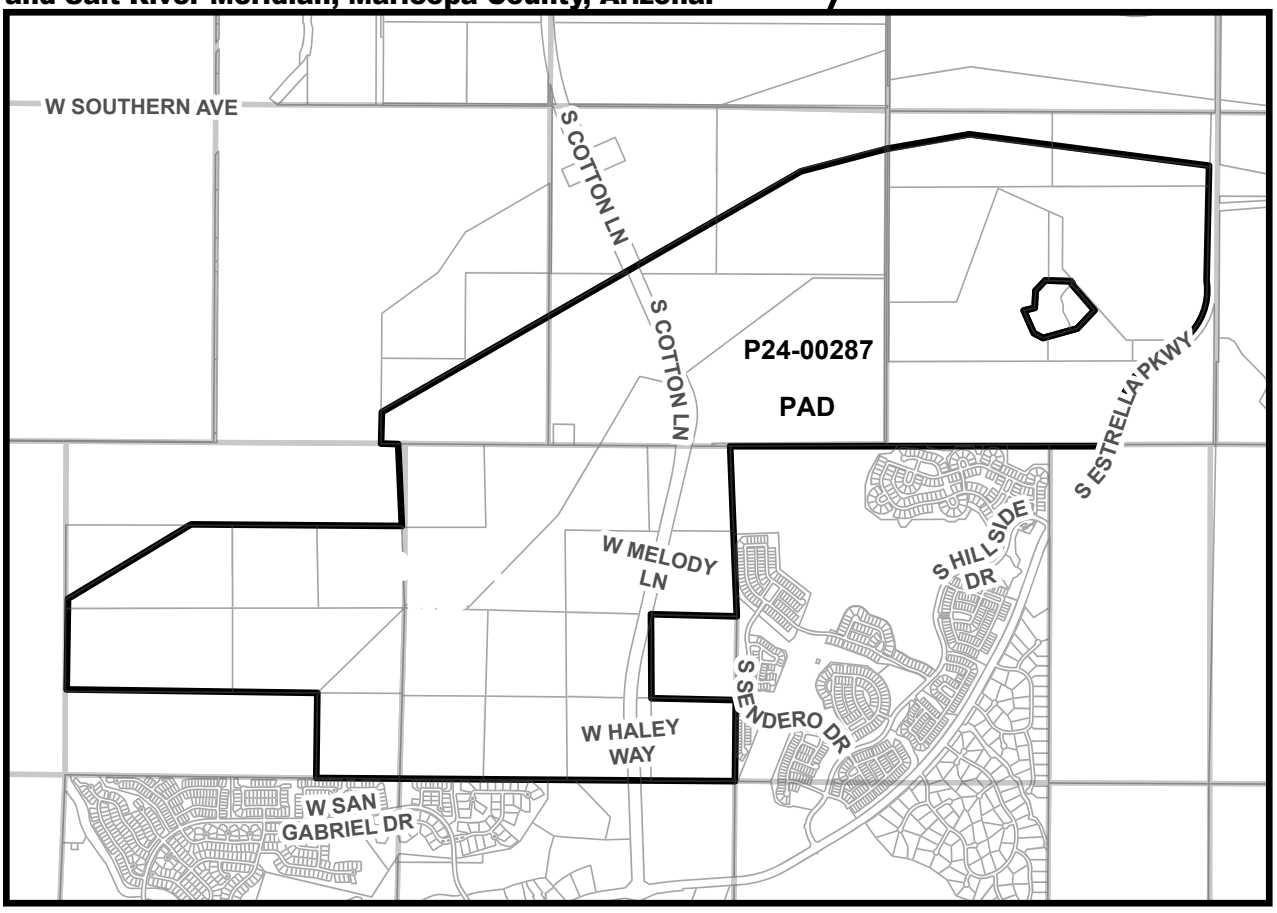


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

That part of Section 31, Township 1 North, Range 1 West, that part of Section 35 and 36, Township 1 North, Range 2 West and that part of Section 2 and 3, Township 1 South, Range 2 West, of the Gila and Salt River 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	P24-00287	November 2025

September 6, 2024

LEGAL DESCRIPTION FOR
RIO 1900
PROJECT BOUNDARY

That part of Section 31, Township 1 North, Range 1 West, that part of Section 35 and 36, Township 1 North, Range 2 West and that part of Section 2 and 3, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Beginning at the G.L.O. Brass Cap marking the Southeast Corner of said Section 2;

Thence North 89°39'49" West, along the South line of the Southeast Quarter of said Section 2, a distance of 2649.22 feet to the 2" pipe marking the South Quarter Corner of said Section 2;

Thence North 89°30'57" West, along the South line of the Southwest Quarter, a distance of 2649.78 feet to the Iron Pipe marking the Southwest Corner of said Section 2;

Thence North 89°22'09" West, along the South line of the Southeast Quarter of said Section 3, a distance of 1319.35 feet to the Southwest Corner of the Southeast Quarter of the Southeast Quarter of said Section 3;

Thence North 00°47'09" East, along the West line of the Southeast Quarter of the Southeast Quarter of said Section 3 a distance of 1344.47 feet to the Northwest Quarter thereof;

Thence North 89°44'05" West, along the North line of the Northwest Quarter of the Southeast Quarter of said Section 3, a distance of 1339.95 feet to the Southeast Corner of the North Half of the Southwest Quarter of said Section 3;

Thence North 89°39'07" West, along the South line of said North Half, a distance of 2644.43 feet to the Southwest Corner thereof;

Thence North 00°09'16" East, along the West line of said Southwest Quarter, a distance of 1315.86 feet to the Aluminum Cap marking the West Quarter Corner of said Section 3;

Thence North 00°09'02" East, along the West line of the Northwest Quarter of said Section 3, a distance of 140.42 feet;

Thence North 58°53'45" East, departing said West line, a distance of 2272.99 feet;

Thence South 89°49'03" East, a distance of 689.85 feet;

Thence South 89°50'38" East, a distance of 2674.44 feet to a point on the West line of the Northwest Quarter of said Section 2;

Thence North 02°09'47" West, along said West line, a distance of 1297.74 feet to the Aluminum Cap flush marking the Northwest Corner of said Section 2;

Thence North 89°33'34" West, along the South line of the Southeast Quarter of said Section 35, distance of 155.10 feet to the 1/2" Rebar marking an angle point along said South line;

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Thence North 89°35'31" West, along the South line of the Southeast Quarter of said Section 35, a distance of 119.99 feet to the calculated position of the South Quarter Corner of said Section 35;

Thence North 00°21'54" East, along the West line of the Southeast Quarter of said Section 35, a distance of 518.63 feet;

Thence North 60°14'51" East, departing said West line, a distance of 3054.73 feet;

Thence North 59°57'45" East, a distance of 4621.64 feet;
Thence North 75°20'27" East, a distance of 1395.37 feet;
Thence North 80°08'48" East, a distance of 1308.79 feet;

Thence South 82°40'42" East, a distance of 3825.33 feet to a point on the Westerly right-of-way of Estrella Parkway according to Book 1574, Page 22, Records of Maricopa County, Arizona;

Thence along said Westerly right-of-way the following courses:

Thence South 01°56'39" West, a distance of 734.41 feet;

Thence South 00°22'34" West, a distance of 1303.59 feet to a point on a 935.00 foot radius non-tangent curve, whose center bears North 89°34'52" West;

Thence Southwesterly, along said curve, through a central angle of 56°12'54", a distance of 917.36 feet;

Thence South 56°38'02" West, a distance of 599.99 feet to the beginning of a tangent curve of 1065.00 foot radius, concave Southeasterly;

Thence Southwesterly, along said curve, through a central angle of 41°39'31", a distance of 774.34 feet;

Thence South 14°58'27" West, a distance of 618.14 feet to a point on a 1718.76 foot radius non-tangent curve, whose center bears North 75°28'20" West;

Thence Southerly, along said curve, through a central angle of 03°23'38", a distance of 101.81 feet to a point on the South line of the Southeast Quarter of said Section 31;

Thence South 89°57'03" West, departing said Westerly right-of-way and along said South line, a distance of 894.65 feet;

Thence South 89°46'09" West, along said South line, a distance of 25.56 feet to the 1” Iron Pipe marking the South Quarter Corner of said Section 31;

Thence South 89°46'09" West, along the South line of the Southwest Quarter of said Section 31, a distance of 2592.41 feet to the Stone with etching marking the Southwest Corner of said Section 31;

Thence South 89°37'54" West, along the South line of the Southeast Quarter of said Section 36, a distance of 2469.98 feet to the 1” Iron Pipe marking the Northeast Corner of said Section 2;

Thence South 02°11'19" East, along the East line of the Northeast Quarter of said Section 2, a distance of 2694.65 feet to the 1 1/2” Iron Pipe marking the East Quarter Corner of said Section 2;

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Thence North 88°30'06" West, along the South line of said Northeast Quarter, a distance of 1351.74 feet to the Northwest Corner of the Northeast Quarter of the Northeast Quarter of said Section 2;

Thence South 00°04'19" West, along the West line of said Northeast Quarter of the Northeast Quarter, a distance of 1316.75 feet to the Southwest Quarter thereof;

Thence South 89°04'36" East, along the South line of said Northeast Quarter of the Northeast Quarter, a distance of 1338.11 feet to the Southeast Corner thereof, being a point on the East line of the Southeast Quarter of said Section 2;

Thence South 00°39'34" West, along said East line, a distance of 1303.05 feet to the Point of Beginning.

EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL:

That part of Section 31, Township 1 North, Range 1 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the Center of said Section 31 from which the North Quarter Corner of said Section 31 bears North 00°19'41" East, a distance of 2615.09 feet;

Thence North 00°19'41" East, along the West line of the Northeast Corner of said Section 31, a distance of 25.13 feet to the Point of Beginning;

Thence South 85°50'19" East, a distance of 368.53 feet;
Thence South 41°29'57" East, a distance of 50.00 feet;

Thence South 48°30'03" West, a distance of 50.00 feet to a point on a 20.00 foot radius non-tangent curve, whose center bears South 41°30'00" East;

Thence Easterly, along said curve, through a central angle of 89°59'48", a distance of 31.41 feet;

Thence South 41°29'57" East, a distance of 545.00 feet;
Thence South 48°30'03" West, a distance of 400.00 feet;
Thence South 75°30'03" West, a distance of 160.00 feet;
Thence South 74°13'00" West, a distance of 316.87 feet;
Thence South 81°37'06" West, a distance of 81.49 feet;
Thence North 64°00'44" West, a distance of 160.54 feet;
Thence North 23°34'38" West, a distance of 398.91 feet;
Thence North 76°08'23" East, a distance of 178.40 feet;
Thence North 02°11'25" East, a distance of 272.01 feet;
Thence North 43°16'31" East, a distance of 224.96 feet;

Thence South 85°50'41" East, a distance of 53.63 feet to the Point of Beginning.

Containing 84,518,728 Square Feet or 1,940.283 Acres, more or less.

4550 NORTH 12TH STREET PHOENIX, ARIZONA 85014-4291 (602) 264-6831 FAX (602) 264-0928

CVL CONSULTANTS

RIO 1900
BOUNDARY

BOUNDARY

N89°39'48.75" W 2649.22

N89°30'56.78" W 2649.78

N89°22'09.29" W 1319.35

N00°47'08.86" E 1344.47

N89°44'05.02" W 1339.95

N89°39'07.41" W 2644.43

N00°09'16.31" E 1315.86

N00°09'02.03" E 140.42

N58°53'45.12" E 2272.99

S89°49'02.77" E 689.85

S89°50'38.26" E 2674.44

N02°09'46.99" W 1297.74

N89°33'33.50" W 155.10

N89°35'31.23" W 119.99

N00°21'54.08" E 518.63

N60°14'50.56" E 3054.73

N59°57'44.56" E 4621.64

N75°20'27.19" E 1395.37

N80°08'47.73" E 1308.79

S82°40'42.27" E 3825.33

S01°56'39.40" W 734.41

S00°22'34.40" W 1303.59

RB = N89°34'51.68" W

R = 935.00
A = 917.36
C = 881.01
CB = S28°31'35.29" W
D = 56°12'53.94"
T = 499.40
RB = S33°21'57.74" E

S56°38'02.27" W 599.99

RB = S33°22'00.67" E
R = 1065.00
A = 774.34
C = 757.40
CB = S35°48'13.80" W
D = 41°39'31.06"
T = 405.18
RB = N75°01'31.73" W

S14°58'26.95" W 618.14

RB = N75°28'19.73" W
R = 1718.76
A = 101.81
C = 101.79
CB = S16°13'29.06" W
D = 03°23'37.58"
T = 50.92
RB = S72°04'42.15" E

S89°57'03.09" W 894.65

S89°46'09.26" W 25.56

S89°46'09.26" W 2592.41

S89°37'54.00" W 2469.98

S02°11'19.39" E 2694.65

N88°30'05.76" W 1351.74

S00°04'18.72" W 1316.75

S89°04'36.05" E 1338.11

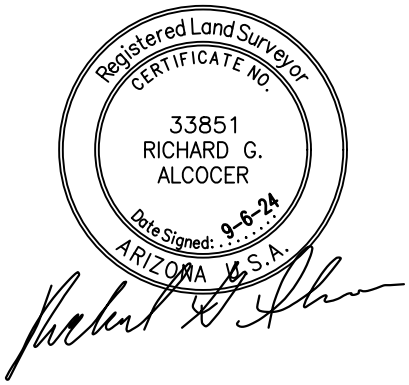
S00°39'33.90" W 1303.05
to

Area = 85189050 1955.671 AC

Closing course: 315°16'17.78" 0.034199

Misclosure: 1/1,000,000+

North Error: 0.024297
East Error: 0.024067



RIO 1900
EXCEPTION PARCEL

N00°19'41.04" E 25.13

BOUNDARY

S85°50'18.99" E 368.53

S41°29'56.99" E 50.00

S48°30'03.01" W 50.00

RB = S41°30'00.39" E
R = 20.00
A = 31.41
C = 28.28
CB = S86°30'06.25" E
D = 89°59'48.28"
T = 20.00
RB = N48°29'47.89" E

S41°29'56.99" E 545.00

S48°30'03.01" W 400.00

S75°30'03.01" W 160.00

S74°13'00.01" W 316.87

S81°37'06.01" W 81.49

N64°00'43.99" W 160.54

N23°34'37.99" W 398.91

N76°08'23.01" E 178.40

N02°11'25.01" E 272.01

N43°16'31.01" E 224.96

S85°50'40.79" E 53.63
to

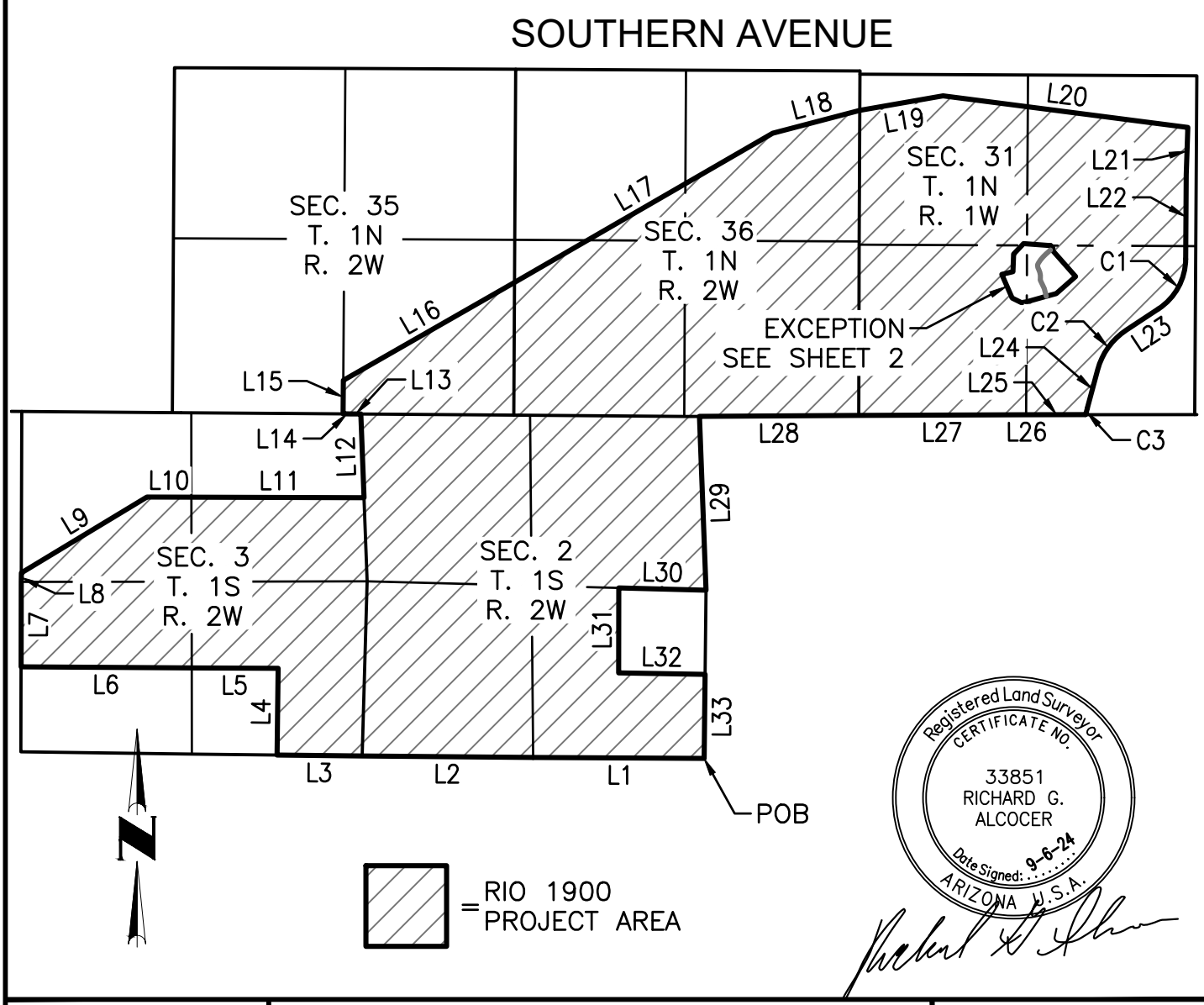
Area = 670322 15.388 AC

Closing course: 93°57'42.70" 0.007184

Misclosure: 1/457,776

North Error: 0.000496
East Error: 0.007167

CURVE TABLE						
NO.	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD-BEARING
C1	917.36'	935.00'	056°12'54"	499.40	881.01	S28°31'35"W
C2	774.34'	1065.00'	041°39'31"	405.18	757.40	S35°48'14"W
C3	101.81'	1718.76'	003°23'38"	50.92	101.79	S16°13'29"W
C4	31.41'	20.00'	089°59'48"	20.00	28.28	S86°30'06"E



Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G. ALCOCER
Date Signed: 9-6-24
ARIZONA U.S.A.

NOT TO SCALE

EXHIBIT

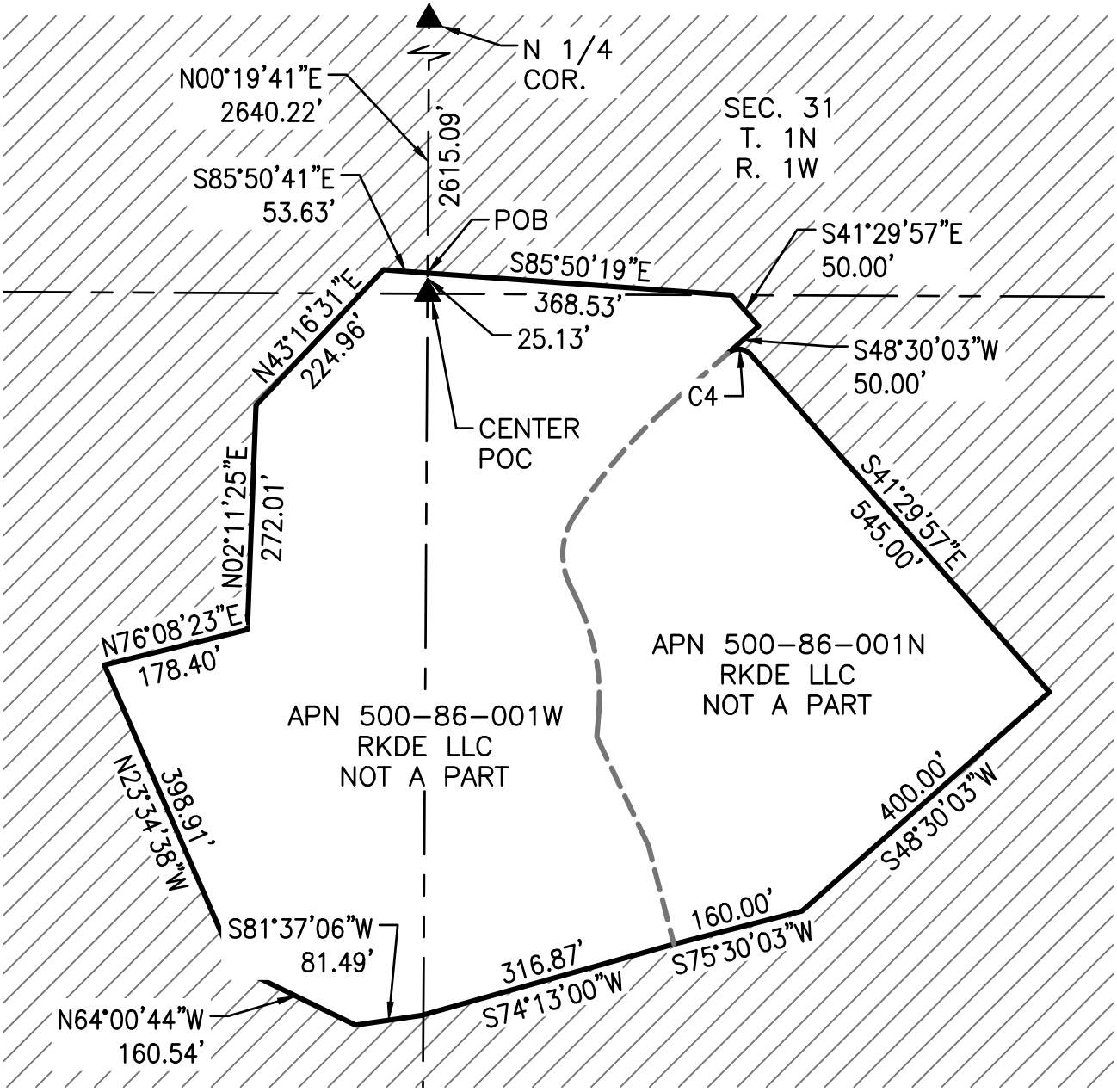
4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

RIO 1900

PROJECT BOUNDARY

CVL CONSULTANTS

N:\14 Coe and Van Loo II LLC\0410001\CADD\Exhibits\VX.RIO.1900.BNDY.dwg **Dominique** **September 6, 2024**



EXCEPTION DETAIL

= RIO 1900 PROJECT AREA

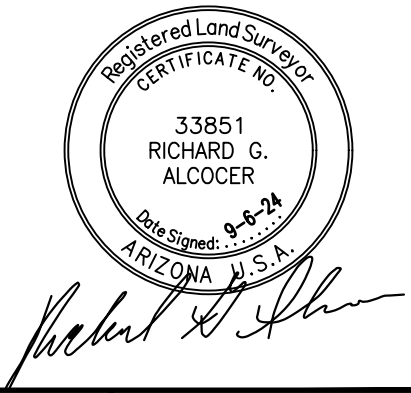
Registered Land Surveyor
CERTIFICATE NO.
33851
RICHARD G.
ALCOCER
Date Signed: 9-6-24
ARIZONA U.S.A.

SCALE 1" : 200'	RIO 1900	CVL CONSULTANTS
EXHIBIT	PROJECT BOUNDARY	2 OF 3
4550 North 12th Street Phoenix, Arizona 85014 Phone 602-264-6831 http://www.cvlci.com		

N:\14 Coe and Van Loo II LLC\0410001\CADD\Exhibits\VX.RIO.1900.BNDY.dwg **Dominique** **September 6, 2024**

LINE TABLE		
NO.	BEARING	LENGTH
L1	N89°39'49"W	2649.22'
L2	N89°30'57"W	2649.78'
L3	N89°22'09"W	1319.35'
L4	N00°47'09"E	1344.47'
L5	N89°44'05"W	1339.95'
L6	N89°39'07"W	2644.43'
L7	N00°09'16"E	1315.86'
L8	N00°09'02"E	140.42'
L9	N58°53'45"E	2272.99'
L10	S89°49'03"E	689.85'
L11	S89°50'38"E	2674.44'
L12	N02°09'47"W	1297.74'
L13	N89°33'34"W	155.10'
L14	N89°35'31"W	119.99'
L15	N00°21'54"E	518.63'
L16	N60°14'51"E	3054.73'
L17	N59°57'45"E	4621.64'
L18	N75°20'27"E	1395.37'
L19	N80°08'48"E	1308.79'
L20	S82°40'42"E	3825.33'

LINE TABLE		
NO.	BEARING	LENGTH
L21	S01°56'39"W	734.41'
L22	S00°22'34"W	1303.59'
L23	S56°38'02"W	599.99'
L24	S14°58'27"W	618.14'
L25	S89°57'03"W	894.65'
L26	S89°46'09"W	25.56'
L27	S89°46'09"W	2592.41'
L28	S89°37'54"W	2469.98'
L29	S02°11'19"E	2694.65'
L30	N88°30'06"W	1351.74'
L31	S00°04'19"W	1316.75'
L32	S89°04'36"E	1338.11'
L33	S00°39'34"W	1303.05'



NO SCALE

EXHIBIT

4550 North 12th Street
Phoenix, Arizona 85014
Phone 602-264-6831
http://www.cvlci.com

RIO 1900

PROJECT BOUNDARY

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Rio 900

PLANNED AREA DEVELOPMENT REGULATORY DOCUMENT

P24-00287

Submittal: JANUARY, 2026

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2. LUCA Regulations
3. Trail Regulations
4. Open Space Regulations
5. Amendment Regulations
6. Design Guidelines
7. Project Phasing

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B. Conceptual Community Character Area Plan (CCAP)

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Exhibit RD2	Conceptual Trail Cross Sections
Exhibit RD3	El Rio Linear Park - Conceptual Plan & Section
Exhibit RD4	Park Coverage and Open Space Plan

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Table RD2	Development Standards: Estate Residential LUCA
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Table RD4	Development Standards: Urban Neighborhood LUCA
Table RD5	Development Standards: Commercial Activity Center LUCA
Table RD6	Development Standards: Civic Uses LUCA
Table RD7	Development Standards: Resort LUCA
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Table RD9	Amenity Requirements by Open Space Type
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1. INTRODUCTION

The framework for Rio 1900 provides for a layered approach to development, including 7 different Land Use Character Areas (LUCAs). Within each LUCA is a series of PAD Zoning District options, development standards, and unique LUCA regulations to ensure a broad mix of uses and densities are provided within Rio 1900.

This Regulatory Document for Rio 1900 provides the regulatory zoning provisions and development standards that will govern the implementation of the community vision and master plan through the development review and permitting process as the project is built over time.

All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting provisions shall be governed by the Goodyear Zoning Ordinance, except as modified by the PAD Regulatory Document for Rio 1900.

If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this Regulatory Document shall prevail.

2. LUCA REGULATIONS

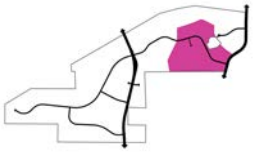
The LUCA's define where certain types of land uses and densities are appropriate within the development. The PAD further define the specific use regulations and development standards permitted within each LUCA to ensure an appropriate mix and diversity of uses exist throughout the development. Additionally, each LUCA identifies an analogous zoning district (PAD Zoning Districts) found in the City's Zoning Ordinance that identifies permitted uses and other development standards applicable to the PAD, unless otherwise modified within this PAD Regulatory Document.

Table RD1: LUCAs and Applicable PAD Zoning Districts provide an overview of all 7 LUCAs and the PAD Zoning Districts permitted within each of them. A sub-section is prepared for each LUCA to provide further details on the permitted uses, development standards, and unique requirements or limitations within the LUCA.

Table RD1: LUCAs and Applicable PAD Zoning Districts

Character Area	AU	R1-10	R1-7	R1-6	R1-4	R1-C	R1-A	R-2	MF-12	MF-18	MF-24	C-0	C-1	C-2	PFD
Resort (1)															
Commercial Activity Center (2)															
Urban Neighborhood															
Village Neighborhood (3)															
Estate Residential (4)															
Civic Use															
Open Space															

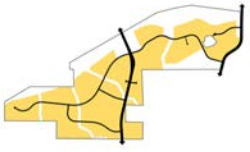
Footnotes:
1: The Resort LUCA has limitations on permitted uses as defined within the regulatory section of this PAD.
2: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.
3. At full build out, a minimum of 4 different lot sizes and lot widths at least 5' apart in width and a minimum of 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA. If only 4 lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply
4. A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU PAD or R1-10 PAD Zoning Districts.



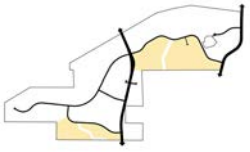
RESORT
292 AC.

COMMERCIAL ACTIVITY CENTER
300 AC.

URBAN NEIGHBORHOOD
578AC.

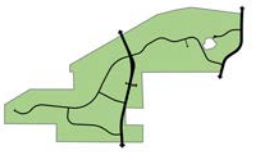


VILLAGE NEIGHBORHOOD
1,327AC.



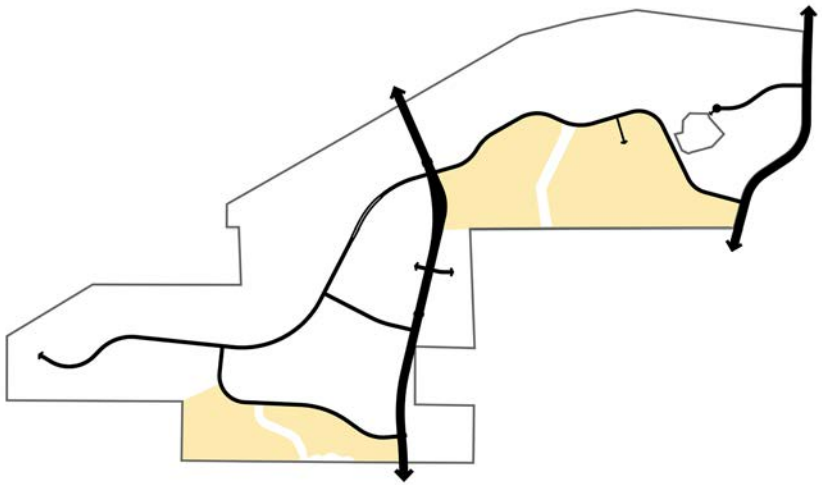
ESTATE RESIDENTIAL
410 AC

CIVIC USE
1,506 AC



OPEN SPACE
1,940 AC.

2.1 ESTATE RESIDENTIAL (ER) LUCA REGULATIONS



2.1.1 PAD Zoning Districts Permitted within ER LUCA

AU and R1-10 PAD Zoning Districts are permitted.

2.1.2 Unique ER LUCA Requirements or Limitations:

A minimum of 100 acres of the ER LUCA must be developed using the AU PAD or R1-10 PAD zoning districts.

2.1.3 Permitted Uses within ER LUCA:

All permitted uses within the ER LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the ER LUCA PAD if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement; and
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

2.1.4 Development Standards for the ER LUCA:

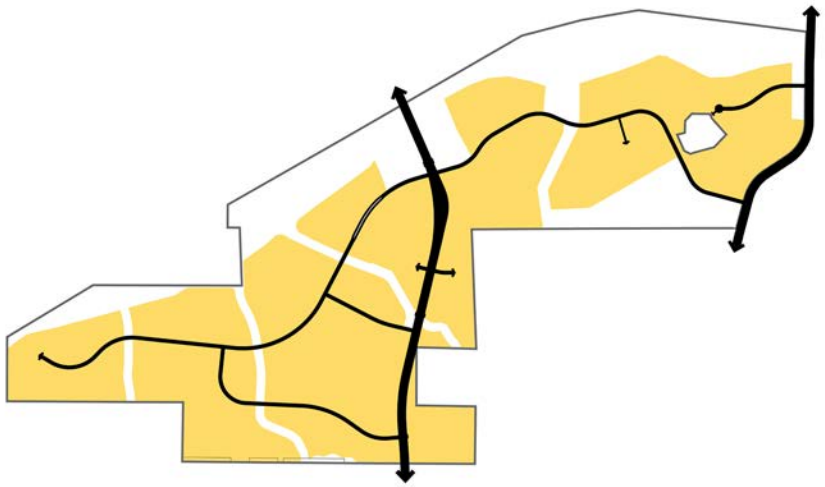
All development standards for the ER LUCA shall conform to Table RD2 in accordance with the PAD Zoning District selected for each development project.

Table RD2: Development Standards: Estate Residential LUCA

	Estate Residential Districts	
	AU PAD	R1-10 PAD
Lot Standards		
Minimum Lot Area (sq ft)	43,560	10,000
Minimum Lot Width (ft)	150	80
Minimum Lot Depth (ft)	N/A	125
Building Form and Location		
Maximum Height (ft)	30	30
Maximum Building Coverage	40%	55%
Minimum Setbacks (ft)		
Front (1) (2)	20	10
Front facing garage (5)	20	18
Side (3)	15	5
Total both sides	30	10
Street Side (2)(4)	30	20
Rear	50	30
Development Standards		
Open Space % (of net area) (6)	0 %	17% min. with 8.5% usable open space

Footnotes:
(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) For R1-10 PAD, 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.
(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.
(6) See Section 4.1 for regulations on minimum open space requirements.

2.2 VILLAGE NEIGHBORHOOD (VN) LUCA REGULATIONS



2.2.1 PAD Zoning Districts Permitted within VN LUCA

R1-7, R1-6, R1-4, R1-C, R1-A, and R-2 PAD Zoning Districts are permitted.

2.2.2 Unique VN LUCA Requirements or Limitations:

1. At full build out, a minimum of 4 different lot sizes and 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA.
2. Along the southern boundary of the VN LUCA, lot widths shall correspond with existing Estrella lot widths, as shown below:

2.2.3 Permitted Uses within VN LUCA:

All permitted uses within the VN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the VN LUCA PAD if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway shall be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement; and
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

2.2.4 Development Standards for the VN LUCA:

All development standards for the VN LUCA shall conform to Table RD3 in accordance with the PAD Zoning District selected for each development project.

Table RD3: Development Standards: Village Neighborhood LUCA

	Village Neighborhood LUCA Districts					
	R1-7 PAD	R1-6 PAD	R1-4 PAD	R1-A PAD	R1-C PAD	R-2 PAD
Lot Standards						
Minimum Lot Area (sq ft)	7,000	5,500	4,000	1,700	2,400	7,200
Minimum Lot Width (ft)	65	50	40	20	40	72
Minimum Lot Depth (ft)	100	100	100	85	55	100
Building Form and Location						
Maximum Height (ft)	30	30	30	35	35	30
Maximum Building Coverage	60%	65%	70%	80%	70%	65%
Minimum Setbacks (ft)						
Front (1) (2)	10	10	10	10	5 (2)	10
Front facing garage (5)	18	18	18	18	18	18
Side	5	5	5	0 (3)	0	5
Total both sides	10	10	10	0 (3)	10	15
Street Side (2)(4)	15	10	10	10	10	10
Rear	20	15	15	10	10	15
Development Standards						
Open Space % (of net area) (6)	17% min. with 8.5% usable open space					

Footnotes:

(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.

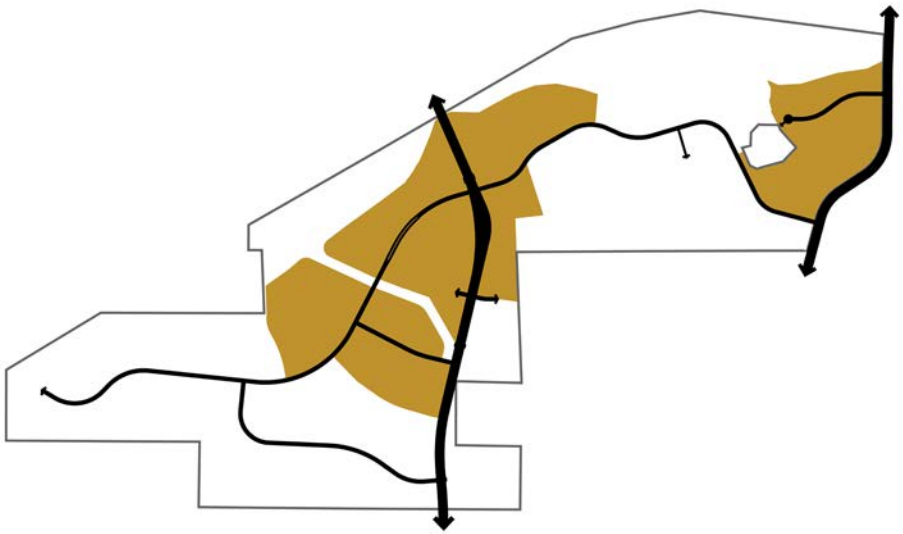
(3) Attached side setbacks shall be 0 feet, whereas building separation shall be a minimum of 5 feet.

(4) Where a minimum 10 foot wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.

(6) See Section 4.1 for regulations on minimum open space requirements

2.3 URBAN NEIGHBORHOOD (UN) LUCA REGULATIONS



2.3.1 PAD Zoning Districts Permitted within UN LUCA:

For the UN LUCA, MF-12, MF-18, and MF-24 PAD Zoning District are permitted.

2.3.2 Permitted Uses:

All permitted uses within the UN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

2.3.3 Development Standards:

All development standards for the UN LUCA shall conform to Table RD4 in accordance with the PAD Zoning District selected for each development project.

2.3.4 Multi-Family (MF) Residential Unit Count:

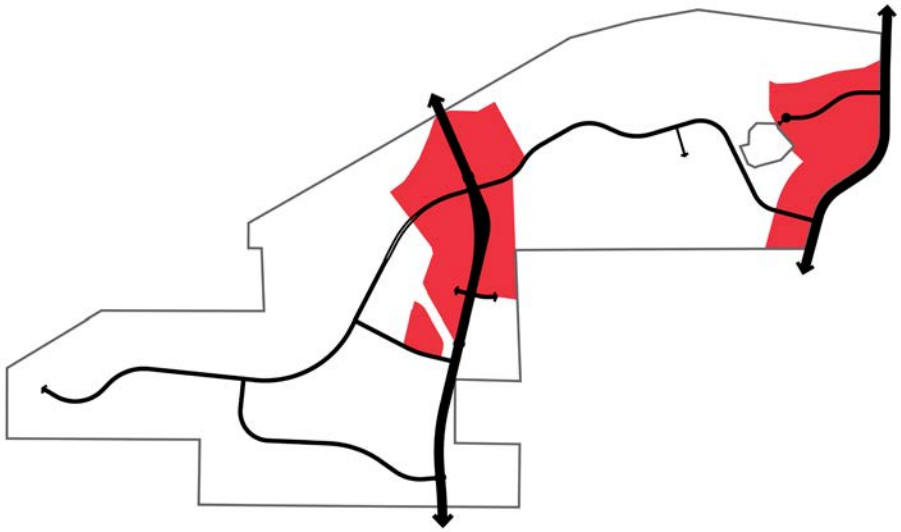
Within the UN LUCA, a maximum of 1,907 multi-family residential units are permitted to ensure an appropriate balance and mix of residential unit types.

Table RD4: Development Standards: Urban Neighborhood LUCA

	Urban Neighborhood LUCA Districts		
	MF-12 PAD	MF-18 PAD	MF-24-PAD
Max. density (du/ac)	12	18	24
Min. Lot Width (ft)	200	200	200
Min. Lot Depth (ft)	N/A	N/A	N/A
Max. Building Height (ft)	30 (2)	30	40
Accessory Building (ft)	12	12	12
Max. Building Coverage	50%	50%	50%
Minimum Setbacks			
Front (ft)	30	30	30
Street Side (ft)	20	30	30
Side excepts for street side (ft)	20	30	20
Total both sides (ft)	40	60	40
Rear (ft)	20	30	30
Minimum setback from existing single family use (1)			
Building Height 20 feet or less (ft)	20	30	30
Building Height between 20-30 feet (ft)	30	50	50
Building Height greater than 30 feet (ft)	N/A	50+5' for every foot over 30'	50+5' for every foot over 30'
Recreational Open Space (sf/du)	400	400	400
Private Outdoor Space (sf/du)	200	60	60

Footnote:
(1) Minimum setback from a single family lot shall be measured from the multi-family building to an existing single-family lot, or a single-family lot within an approved preliminary plat or final plat. This only applies if single-family uses or approved single family plats are adjacent, since the PAD zoning is flexible. If no single-family uses or approved preliminary plats are adjacent at the time of development, this standard shall not apply.
(2) 30' building height applies for pitched roofs. For flat roofs, the maximum building height shall be 25'.

2.4 COMMERCIAL ACTIVITY CENTER (CAC) LUCA REGULATIONS



2.4.1 PAD Zoning Districts Permitted within CAC LUCA

For the CAC LUCA, C-O, C-1 C-2 PAD Zoning District are permitted.

2.4.2 Unique CAC LUCA Requirements or Limitations:

A minimum of 25 acres within the CAC LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.

2.4.3 Permitted Uses:

All permitted uses within the CAC LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for the PAD Zoning District selected for each development parcel.

2.4.4 Development Standards for the CAC LUCA:

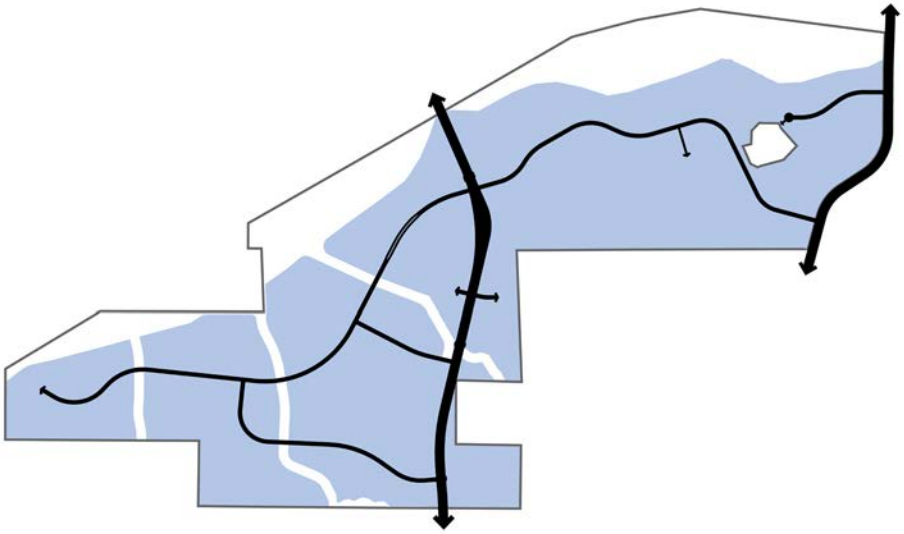
All development standards for the CAC LUCA shall conform to Table RD5 based on the PAD Zoning District permitted and selected for each applicable development project.

Table RD5:
Development Standards: Commercial Activity Center LUCA

	Commercial Activity Center LUCA Districts (1)		
	C-O PAD	C-1 PAD	C-2 PAD
Minimum Net Site Area (sf)	6,000	10,000	10,000
Minimum Lot width (ft)	60	150	150
Maximum Height (ft)	30	30	56
Maximum Building Coverage	50%	50%	50%
Minimum Setbacks (ft)			
Front	30	30	30
Side	20	20	N/A
Rear	20	20	N/A
Street Side	30	30	30

Footnotes:
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning Districts identified herein shall apply except as otherwise modified herein.

2.5 CIVIC USES (CU) LUCA REGULATIONS



2.5.1 PAD Zoning Districts Permitted within CU LUCA

For the CU LUCA, PFD PAD Zoning District is permitted.

2.5.2 Permitted Uses:

All permitted uses within the CU LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for Public Facilities PAD Zoning District.

2.5.3 Development Standards for the CU LUCA:

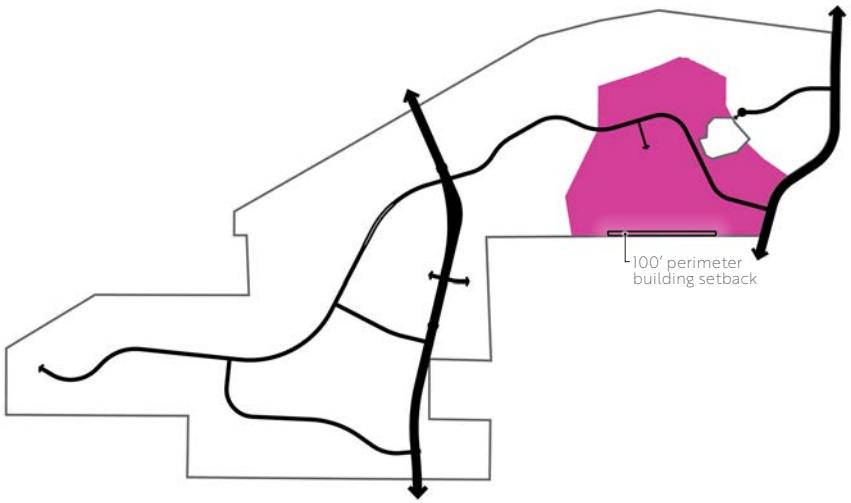
All development standards for the CU LUCA shall conform to Table RD6 based on the PAD Zoning District permitted and selected for each applicable development project.

Table RD6: Development Standards: Civic Uses LUCA

	Civic Uses LUCA District (1)
	PFD PAD
Minimum Net Site Area (sf)	None
Minimum Lot width (ft)	None
Maximum Height (ft)	40
Maximum Building Coverage	None
Minimum Setbacks (ft)	
Front	None
Side	None
Rear	None
Street Side	30

Footnotes:
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning Districts identified herein shall apply except as otherwise modified herein.

2.6 RESORT (R) LUCA REGULATIONS



2.6.1 PAD Zoning District of the Resort LUCA

For the Resort LUCA, the C-2 PAD Zoning District is permitted, however, a substantially limited and customized list of C-2 uses are permitted as detailed below:

2.6.2 Principal Permitted Uses.

Only listed use of structures or land shall be permitted:

i. Hotels and resorts, and all ancillary uses to hotel/resort uses.

2.6.3 Supporting Principal Permitted Uses.

Listed use of structures or land shall be permitted where it is developed in conjunction with a hotel or resort use:

i. Bar/cocktail lounge subject to the following conditions or limitations:

a. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the perimeter of the Resort LUCA designation. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/ cocktail lounge.

b. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area.

ii. Entertainment establishments that operate in conjunction with a resort or reasonably relate to or support an existing or proposed resort, including indoor or outdoor uses such as miniature golf, pools, performing arts, venues, equestrian oriented entertainment, or other similar uses as determined by the Development Services Director. Said entertainment establishments shall not be located within 500 feet of perimeter of the Resort LUCA designation and shall not create a nuisance in the form of noise, light, smell, dust, or other forms that negatively impacts existing residential areas.

iii. Health club.

iv. Restaurants, subject to the following conditions or limitations:

a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. The restaurant is located a minimum of three hundred (300) feet from the perimeter of the Resort LUCA designation. The area within the restaurant designed and/or used for live music and/or entertainment

activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant.

b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant.

v. Retail stores with sales only, excluding drive through facilities.

vi. Brewpub, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

vii. Microbrewer, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

2.6.4 Permitted Accessory Uses.

Listed accessory use of structures or land shall be permitted where it is accessory to a hotel:

i. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, including but not limited to, Personal services, such as barber and hair styling shops, beauty salons, massage establishments, laundry and dry cleaning shops, or other similar uses as determined by the Development Services Director may be permitted as accessory uses to a Resort.

ii. Signs, on site, as provided in Article 7 of the Goodyear Zoning Ordinance.

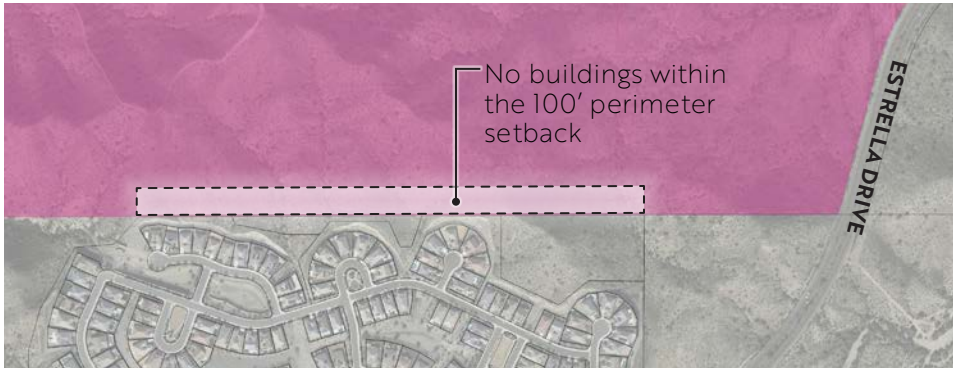
iii. Portable Storage Containers, subject to Article 8-2 of the Goodyear Zoning Ordinance.

2.6.5 Development Standards:

All development standards for the Resort LUCA shall conform to the C-2 PAD standards of Table RD7.

Table RD7: Development Standards: Resort LUCA

	Resort LUCA District
	C-2 PAD
Minimum Net Site Area (sf)	10,000
Minimum Lot width (ft)	150
Maximum Height (ft)	56
Maximum Building Coverage	50%
Minimum Building Setbacks (ft)	
Front	30
Side	N/A
Rear	N/A
Street Side	30
Southern Perimeter Building Setback	100' from southern boundary of Resort LUCA where existing homes within Estrella are within 100' of the Resort LUCA boundary.
Footnotes:	
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.	



2.6.6 Resort LUCA Quality Standards

Purpose and Intent

The intent of the Resort LUCA is to promote development of a high-quality boutique resort or luxury-oriented hotel that contributes to the City's tourism economy, architectural character, and hospitality offerings. The Resort LUCA is designed to attract projects that provide an elevated guest experience, exceptional design, and premium on-site amenities.

Architectural & Site Design Expectations

Hotel or resort uses shall demonstrate a cohesive architectural theme, high-quality materials, and a distinct design character appropriate for a boutique or luxury hospitality environment. Prototype or standardized chain hotel architecture not consistent with these expectations may be denied.

Amenity & Service Standards

A qualifying hotel or resort shall provide an integrated package of guest amenities appropriate to an upscale or boutique hospitality setting, which may include (but is not limited to):

- full-service restaurant or chef-driven dining;
- resort-style pool facilities;
- spa/fitness/wellness facilities;
- enhanced concierge or guest-service programs
- event, conference, or gathering spaces;
- boutique retail or curated on-site offerings

Limited-service hotels or lodging facilities that do not provide an elevated amenity package consistent with a boutique or resort environment are not permitted.

Operational Standards

The project shall operate as a full-service hotel or resort, providing on-site staffing, concierge service, food and beverage service, and guest programming consistent with boutique or luxury hospitality standards.

Prohibition of Economy/Limited Service Formats

Economy or limited-service lodging formats that rely on minimal amenities, externally accessed guest rooms, or standardized budget-oriented designs are inconsistent with the intent of the quality standards and are not allowed.

3. TRAIL REGULATIONS

Rio 1900 establishes 5 trail types, the El Rio Regional Trail ("El Rio Trail," "El Rio Linear Park"), the Central Spine Trail, the Sarival Trail, Community Trails, and Local Trails.

3.1 Trails:

1. Trails shall be constructed throughout the Site to provide connectivity through the entire Rio 1900 development at the level and intensity generally reflected in Exhibit RD1: Bike, Pedestrian, and Vehicle Circulation Plan.

2. Specific trail locations and details will be determined during the site plan review process and will be in substantial conformance with Exhibit RD2: Conceptual Trail Cross Sections.

3. Trail connections shall be provided between the various developments within the Rio 1900 Site either by open connections and/or gated connections.

3.2 El Rio Trail Corridor and Linear Park:

1. The El Rio Regional Trail shall be provided along the Gila River and shall be accessible by the public.

2. The El Rio Regional Trail shall consist of a 12-foot-wide hard surface path and a 4-foot-wide natural path and shall be located within a trail corridor that is a minimum of 50-feet wide.

3. This corridor shall be located within a public trail easement or shall be dedicated to the City of Goodyear.

4. At the time of site plan review, the grade of the El Rio Trail Corridor and the grade of adjoining developed properties shall be clearly identified.

5. Amenities shall be provided along the El Rio Trail as required within this Regulatory Document.

6. Community Trails and the Sarival Trail shall connect to the El Rio Trail.

7. A public trailhead with parking, shaded staging area, drinking water, and trail signage adjacent to the El Rio Trail providing direct access to the El Rio Trail shall be developed within Rio 1900. The public trailhead will be a minimum of 5-acres and may be combined with a neighborhood park. The location may be all or partially under the powerline corridor which aligns with the Sarival Trail.

8. There may be small segments of the El Rio Trail that will need to be shifted away from the bank of the Gila River edge to address topographic or other site or property owner constraints.

9. The El Rio Trail will cross Cotton Lane within general proximity of the south bank of the Gila River, but due to site and existing bridge constraints, it may be grade-separated or provided via an at grade pedestrian safety signal.

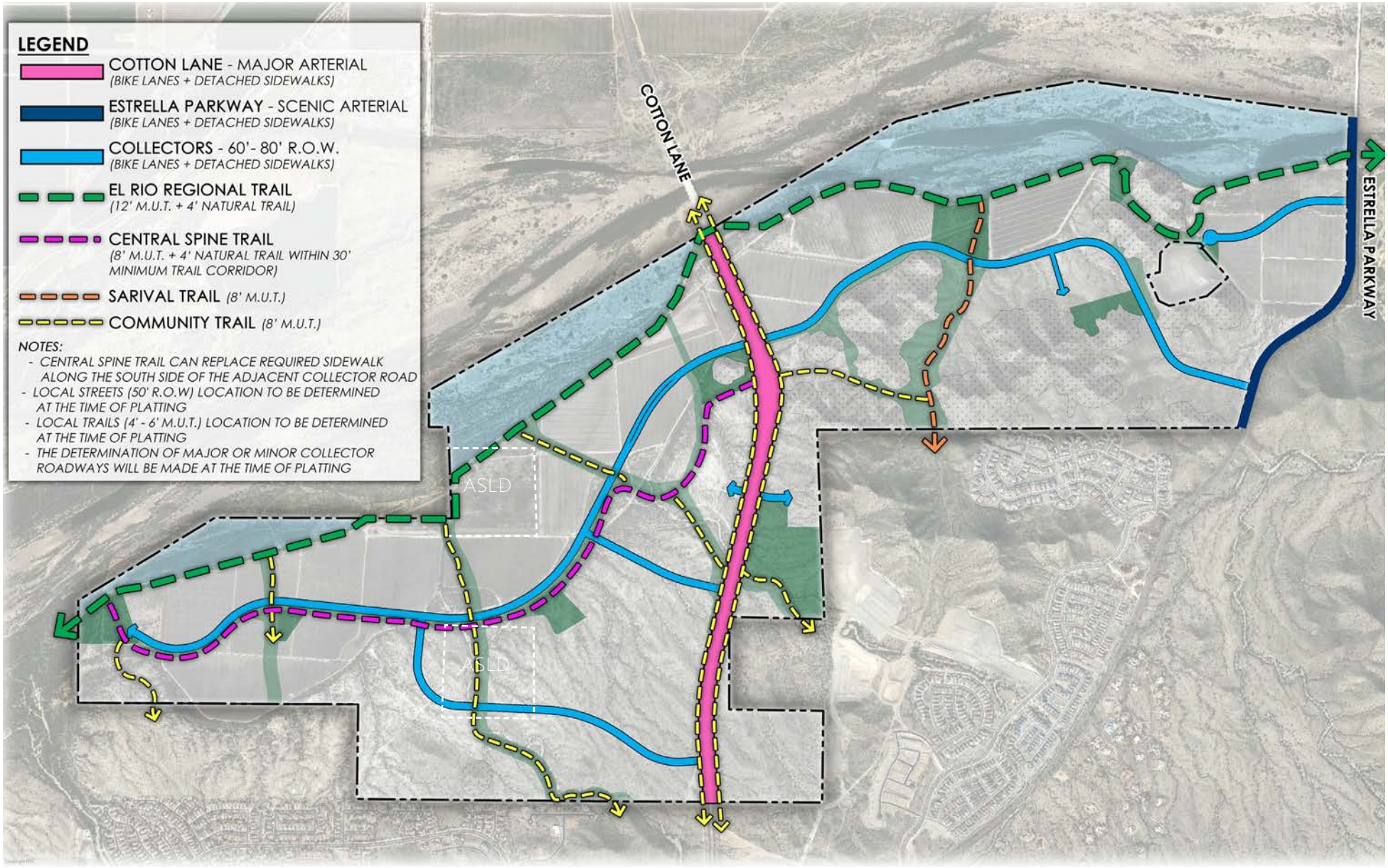
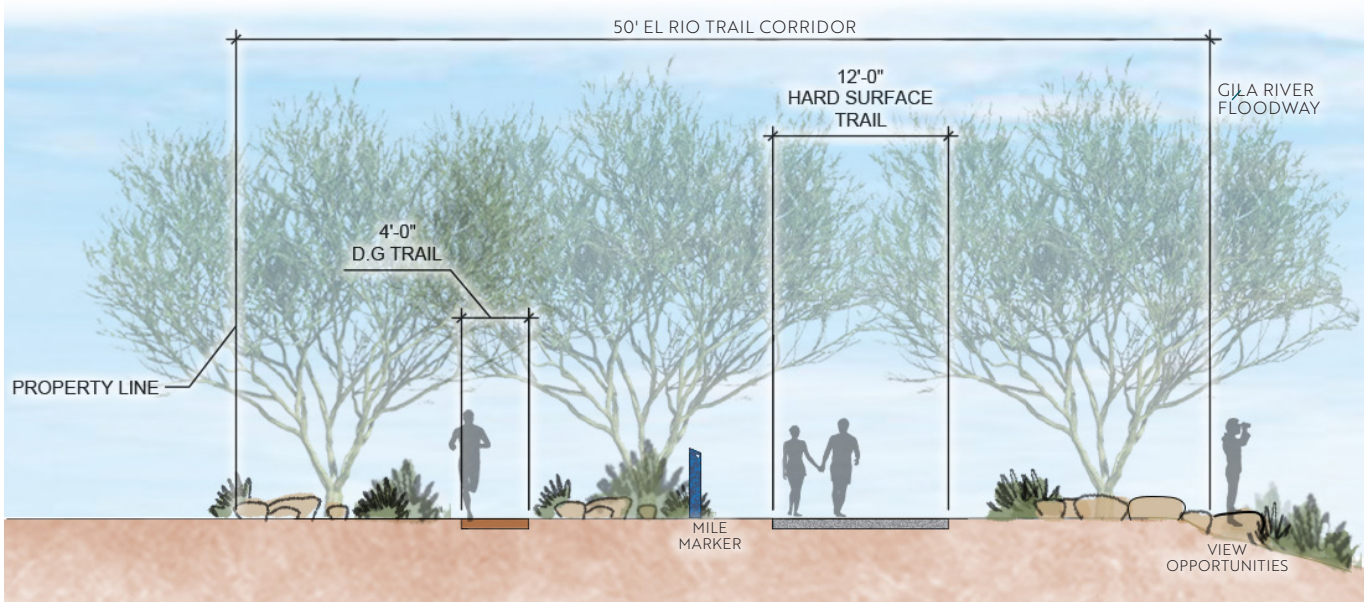
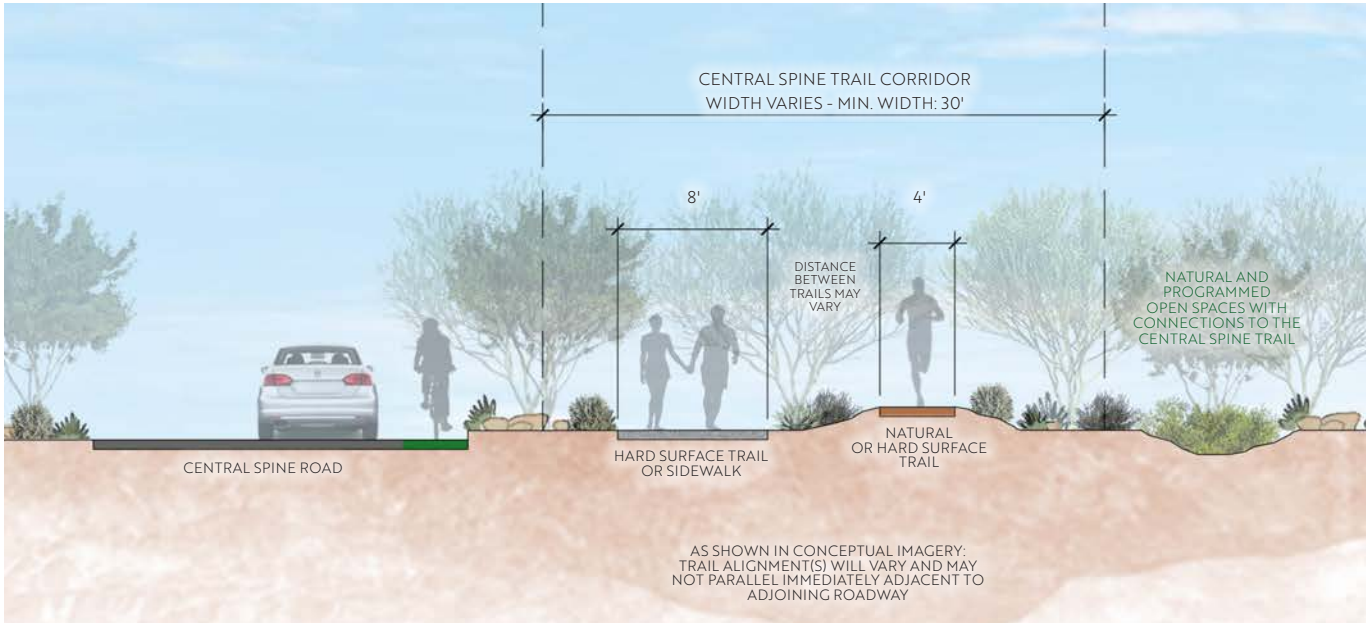


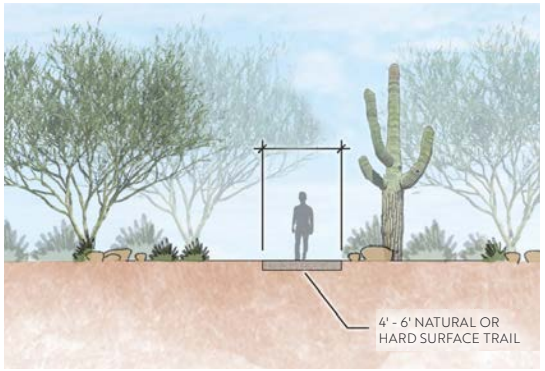
EXHIBIT RD1: BIKE, PEDESTRIAN, AND VEHICLE CIRCULATION PLAN



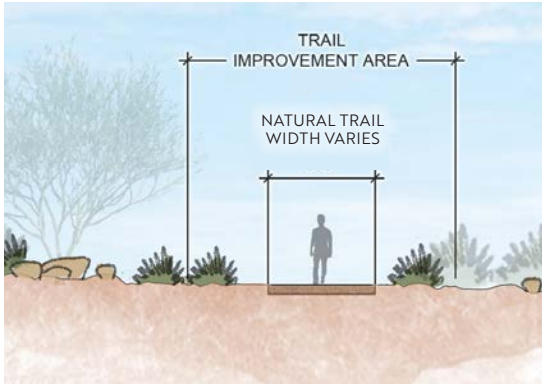
EL RIO REGIONAL TRAIL



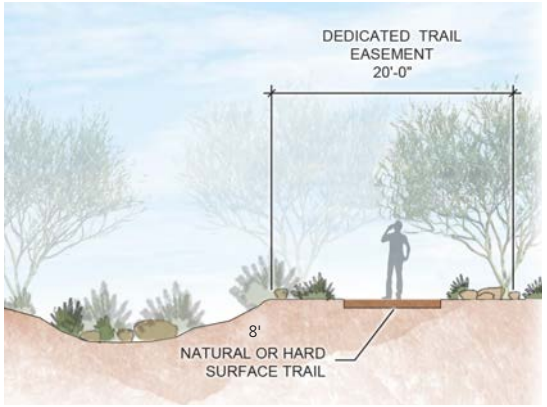
CENTRAL SPINE TRAIL



LOCAL TRAILS

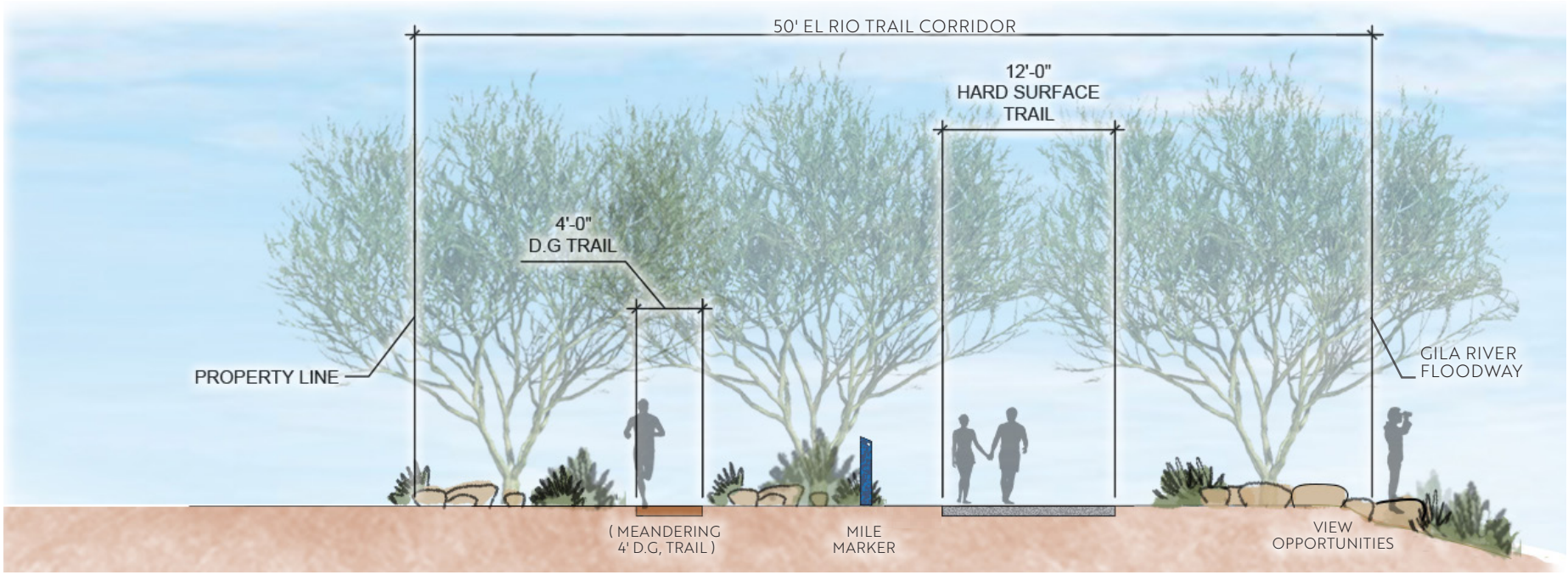


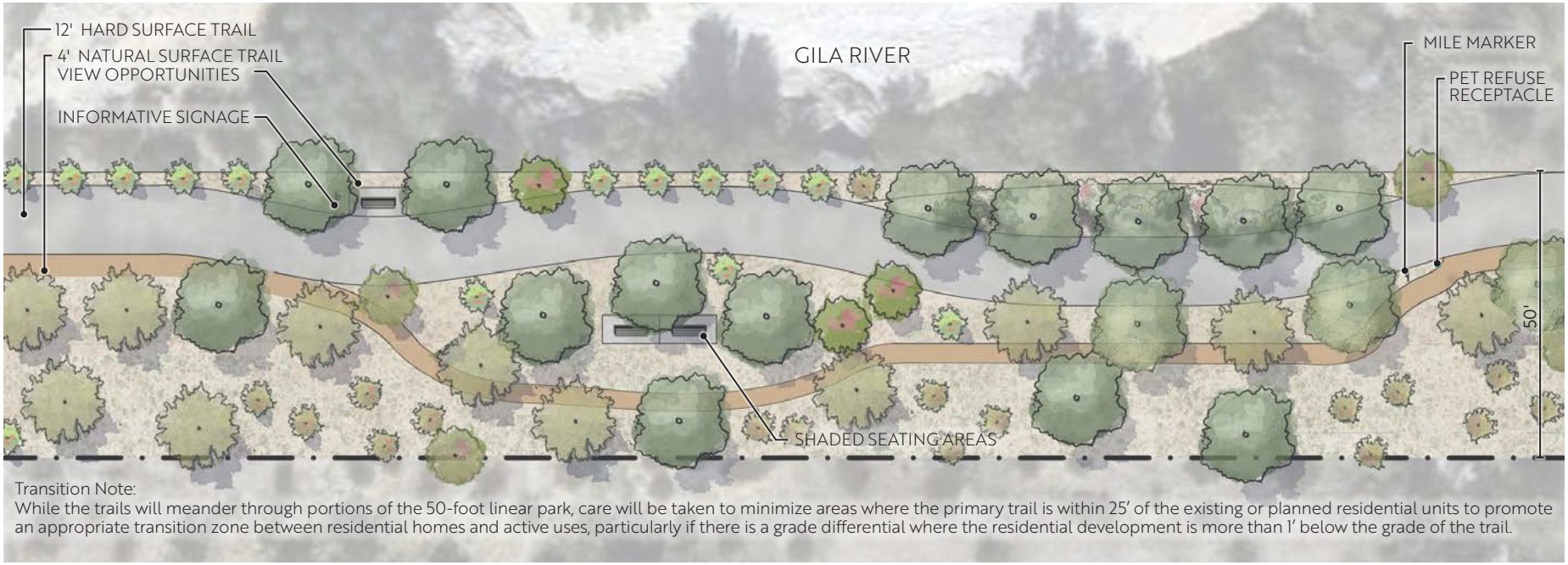
SARIVAL TRAIL



COMMUNITY TRAILS

EXHIBIT RD2: CONCEPTUAL TRAIL CROSS SECTIONS





Transition Note:
While the trails will meander through portions of the 50-foot linear park, care will be taken to minimize areas where the primary trail is within 25' of the existing or planned residential units to promote an appropriate transition zone between residential homes and active uses, particularly if there is a grade differential where the residential development is more than 1' below the grade of the trail.

EXHIBIT RD3: EL RIO LINEAR PARK - CONCEPTUAL PLAN & SECTION

4. OPEN SPACE REGULATIONS

Within Rio 1900, 4 active park types will be provided, including a Community Park, Neighborhood Parks, several Local Parks and several smaller Amenity Areas which may be incorporated into private developments such as individual subdivisions or gated rental communities. A minimum of 30% of the gross project area shall be designated as open space.

The community will include a variety of additional natural and improved open spaces, including the Gila River corridor, various drainage corridors, hillside/steep sloped areas, easements, and various landscaped areas including setbacks, buffers, retention basins, etc.

4.1 Parks and Open Spaces:

1. Parks and open spaces shall be provided throughout the Site at the level and intensity generally reflected in the Park Coverage and Open Space Plan.

2. At a minimum the following parks shall be provided within the Rio 1900 Site:
   - 1 Community Park
   - 5 Neighborhood Parks
   - Multiple Local Parks
   - Multiple Amenity Areas

3. The size of the Community Park will be determined at the time of site plan review. The Community Park will be approximately 30 acres and shall be no less than 20 acres. Neighborhood Parks shall be approximately 5 acres or larger. Local Parks shall be a minimum of .25 acres.

4. The regulatory floodway of the Gila River shall remain as natural open space.

5. Amenities shall be provided within parks and open spaces as identified in Table RD8: Open Space Amenity Matrix and Table RD9: Amenity Requirements by Open Space Type. A minimum of one Neighborhood Park shall be programed with a community pool.

6. A minimum of one pool shall be required within Rio 1900 . The pool will be developed in the first phase and will be available to the entire community.

7. A minimum of 17% open space shall be provided within the following PAD Zoning Districts (R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD and PFD PAD Districts that are developed as open space within ¼ mile of a residential district. 50% of the minimum open space requirement (8.5%) shall be designated as usable open space. This is based on net developable land area per preliminary plats or site plans, which excludes perimeter arterial and collector roads. Open space is defined as all disturbed, undisturbed and developed open space. Usable open space shall include all improved open spaces used for recreation and social interaction, including Amenity Areas, Local Parks, Neighborhood Parks, Community Park, Central Spine Linear Park, El Rio and other linear park or greenways, trails, including developed trail corridors that provide ancillary improvements for the trail user (such as landscaping, seating areas, shade, etc). Usable open space shall include the amenity itself and the entirely of the areas the amenity is located in. The Gila River floodway shall not be included in this calculation.

   The total open space and usable open space can be combined and intermixed between LUCAs and Districts and does is not required to meet the standard on an individual preliminary plat or site plan basis. The overall open space will be tracked and monitored on a phased basis through the preliminary plat and/or site plan process.

Table RD8: Open Space Amenity Matrix

	Community Park	Neighborhood Park	Local Park	Amenity Area	El Rio Linear Park	Central Spine Linear Park	Natural Open Space	Improved Wash Corridors	Undeveloped Hillside Open Space
Ampitheater/Event Area	■								
Baseball/Little League Fields	■								
Dog Park	■	■	■						
Football/Soccer Flex Field	■								
Great Lawn/Multi-Use Fields	■	■							
Turf Areas	■	■	■		■	■			
Outdoor Fitness Center	■				■	■			
Large Play Ground (5-12 years)	■	■	■						
Tot Play Ground (2-5 years)	■	■	■						
Pickleball/Tennis Courts	■	■							
Pond	■								
Ramada/Picnic Area	■	■	■		■	■			■
BBQ Area	■	■	■		■	■			■
Restroom	■				■				
Concession Stand	■								
Splash Pad	■								
Retention Basins *	■	■	■		■	■	■	■	
Paved Trails	■	■	■		■	■		■	
DG Trails	■	■	■		■	■	■	■	■
Basketball/Multi-Use Sports Court	■	■							
Native Planting Areas*	■	■	■		■	■	■	■	■
Trail Head	■	■			■	■			■
Pool/Spa	■	■							
Recreation Center	■	■							
Parking*	■	■			■	■			
Seated Viewing Area	■	■			■	■			
Signage *	■	■	■		■	■	■	■	
Volleyball (Sand or Court)	■	■							
Skatepark/Bikepark	■								
Landscaping *	■	■	■		■	■	■	■	■
Natural Desert Land *	■	■	■		■	■	■	■	■

** These amenities do not count toward the required minimum number of amenities per Table RD9.*

Table RD9: Amenity Requirements by Open Space Type

Open Space	Min. # of Open Space Amenities (1)
Community Park	10
Neighborhood Park	6
Local Park	4
Amenity Area	2
El Rio Linear Park	5 amenities for every 1,320 linear feet (1/4 mile)
Central Spine Linear Park Trail	2 amenities every 1/4 mile (1,320 feet)
Natural Open Space	0
Improved Wash Corridors	2
Undeveloped Hillside Open Space	0
Footnotes:	
(1) Multiple items of the same amenity cannot be counted more than once. For example, if 2 pickleball courts are provided together with an individual park, that accounts for 1 amenity per the table above.	

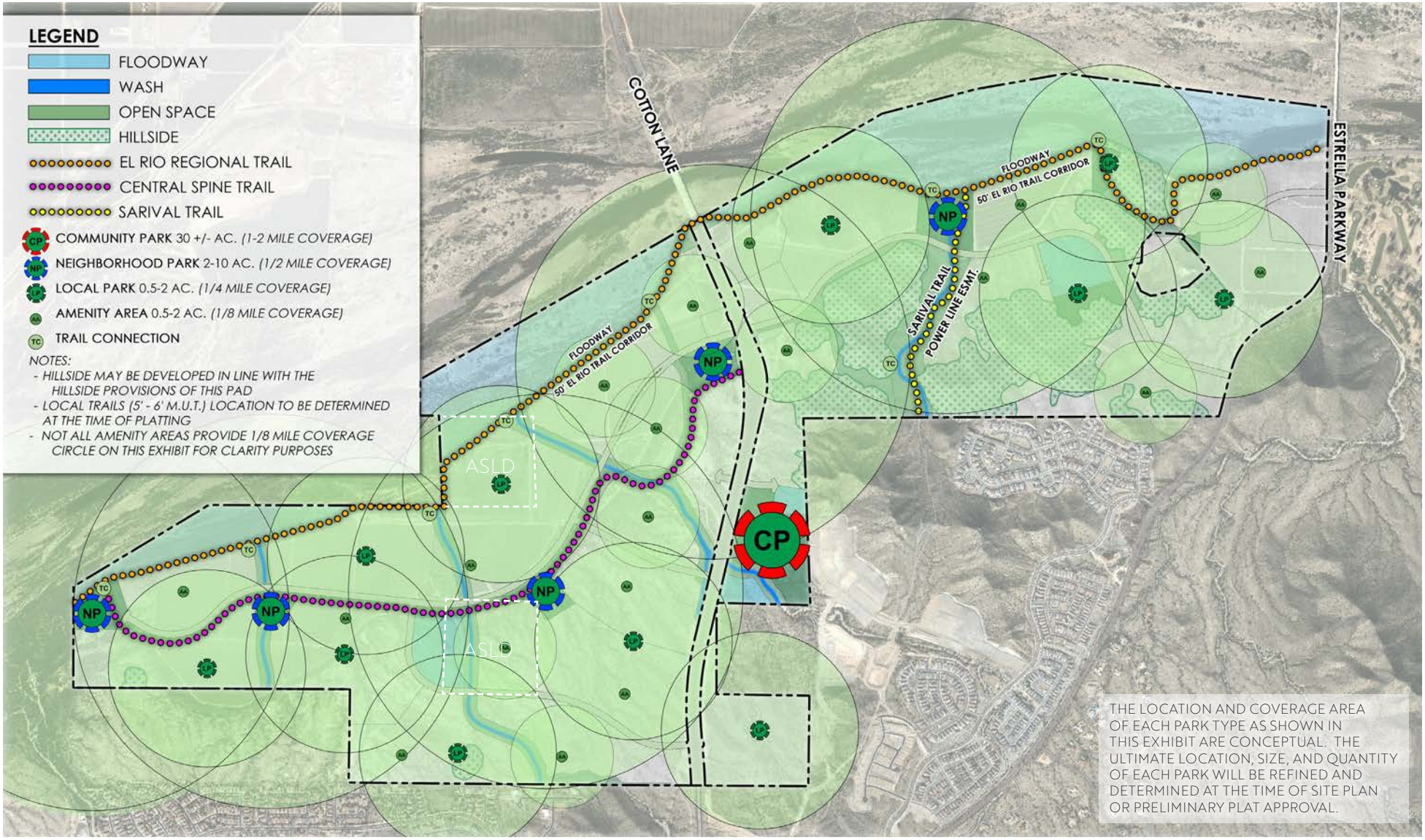


EXHIBIT RD4: PARK COVERAGE AND OPEN SPACE PLAN

5. AMENDMENT REGULATIONS

Amendments to the Rio 1900 PAD may be necessary from time to time for various reasons, including changing market or financial conditions, new development conditions, specific or unique requirements of a potential user or builder, or to address issues that were not contemplated in the approved plan.

There are two types of amendments: major amendments and minor amendments.

Major Amendments will be processed in the same manner as an application for a rezoning request in accordance with the City of Goodyear Zoning Ordinance. Minor Amendments shall be reviewed and approved through an administrative review and approval process. The Development Services Director shall determine if a proposed amendment is Major or Minor based on the criteria defined herein.

5.1 Major Amendment Criteria

Land Use Character Area (LUCA):
A decrease or increase in the minimum or maximum required acreage of any LUCA by 10% or more of the applicable LUCA.

Minimum or Maximum Percentage of a Designated LUCA:
A change to the minimum or maximum amount of any LUCA requirement or limitation that is stated within any LUCA regulation defined within the Rio 1900 PAD. by more than 20%. For example, per the PAD, a minimum of 25 acres of the CAC Character Area must be developed using one or more of the Commercial zoning districts. Any reduction of more than 20% (or 5 acres) shall be deemed a Major Amendment. This applies to any required minimum or maximum thresholds within the LUCA regulations.

Permitted Uses:
An addition of a permitted use or modification to a permitted use, except if the use is determined by the Development Services Director to be analogous to a use permitted within the applicable district, then a Major Amendment is not required.

Development Standards:
An increase and decrease of a regulated development standard by 10% or more for an individual development project.

5.2 Minor Amendment Criteria

An amendment not meeting the criteria for a Major Amendment as set forth above shall be deemed a Minor Amendment.

A Minor Amendment may include a request to increase or decrease in the allowed acreage of a LUCA by less than 10%. Additionally, changes to the Design Guidelines may be allowed as a Minor Amendment at the discretion of the Development Services Director if the change is not deemed to be detrimental to the overall intent of the guideline.

An application shall be filed with the Development Services Department and include all relevant information required for the review of the application.

The application shall include:

- A narrative description of the request, including location, proposed change, impacts to the project and surrounding area, how it meets the overall intent of the PAD, and justification that it meets the criteria as a minor;
- Owner authorization;
- Maps or exhibits if applicable to the request;
- An application fee consistent with the fee for a zoning interpretation.

A request for a minor amendment shall be reviewed and may be administratively approved or denied by staff. The Development Services Director or Designee shall provide a written decision to the applicant.

The request for a Minor Amendment shall be granted if the Development Services Director or Designee determines that the amendment will ensure compatibility with the Rio 1900 PAD and will not materially and adversely affect adjacent land uses and/or the physical character of uses in the immediate area of the property impacted by the amendment.

If a Minor Amendment is denied by the Development Services Director or Designee, the applicant may elect to pursue a Major Amendment subject to the process defined within the City Zoning Ordinance.

6. DESIGN GUIDELINES

The purpose and intent of this Section is to create a complementary set of Design Guidelines that are calibrated for Rio 1900 to address Dark Skies, the El Rio Trail and Hillside Development. These design guidelines aim to provide guidance on these specific areas that are not covered in the City of Goodyear's Design Guidelines Manual. In addition to the design guidelines included in this Section, Rio 1900 shall conform to the City of Goodyear's Design Guidelines Manual to serve as a guide for development within Rio 1900.

6.1 Dark Sky Preservation Guidelines

A Rio 1900 will incorporate Dark Sky preservation principles into the overall lighting program for the community. Continuous street lighting is therefore discouraged. Street lighting along arterial and collector roadways is required at intersections only.

B Except as defined in the paragraph above, Rio 1900 will also conform to the standards within Article 10, Outdoor Lighting Standards of the Goodyear Zoning Ordinance. If there is a conflict between the paragraph above and the Goodyear Zoning Ordinance, the PAD standard shall prevail.

6.2. Hillside Development Guidelines

6.2.1. Introduction

Rio 1900 has the unique benefit of having diverse landforms through out the Site, including flat farmland areas to rolling topography to steep landforms and rugged hillside terrain. This diversity in landforms and topography offer unique challenges and opportunities for the development. Portions of the property exceed twenty percent (20%) in slope, which pose unique opportunities if developed in a responsible and environmentally sensitive way. As such, the developer wishes to include Hillside Area Development Standards within this PAD to help reinforce quality development.

6.2.2 Purpose/Intent

The purpose of these standards is to establish regulations and guidelines for development within the designated Hillside areas within the Rio 1900 Master Plan. Development in these areas require special considerations to ensure that development is done in a quality manner, to protect the unique landforms, and to properly address potential hazards including, but not limited to, storm water runoff, rock falls, and other geologic hazards. These standards will govern all development within the designated hillside areas where slopes exceed twenty percent (20%). These standards are a supplement to City Code and Current Zoning regulations and do not replace them. If a specific item is not addressed in this document, refer to the appropriate section of this approved PAD, or current City Code.

6.2.3. Definitions

Construction Envelope. A specific area defined by the architect, planner, or engineer, as shown on the improvement plans.

Custom Lot. A lot which can be irregular in shape and size and gives the lot owner the ability to design a completely unique home.

Cut. The area of land which has been altered by the removal of rock, soil, or other materials.

Disturbed Area. The ground area that has been or is proposed to be altered through grading, removal of natural vegetation, trenching, or by any other means that causes a change in the surface of the ground.

Fill. The deposit of soil, rock, or other materials placed during construction.

Grading. Any excavating, filling, or combination thereof, including the conditions resulting from any excavation or fill.

Hillside Area. Area within the Rio 1900 Master Plan that resides above the twenty percent (20%) slope line.

Mass Grading. When a large or majority of a development area is graded at one time.

Natural Grade. The grade and elevation of the ground surface in its natural undisturbed state.

Natural Open Space. Areas dedicated for permanent open space left in its natural condition. These areas may be dedicated for public use/ownership or retained in private ownership. Trails for public/private use are not considered disturbance in these areas.

6.2.4. General Provisions

A. No residential lot within the Hillside area shall have a front lot width [as measured at the front setback] less than the zoning allows.

B. Residential flag lots are permitted. Lot width for flag lots shall be measured from the start of the main body of the lot.

C. Building setbacks shall be as required per the applicable zoning district.

D. Maximum lot coverage shall comply with the applicable zoning district.

E. Due to the constraints affiliated with hillside development, street length and cul-de-sacs can exceed the maximum street length so long as a proper looped connection or turn-around meeting Fire and Emergency Response vehicles and Trash Collection vehicles is met.

6.2.5. Slope Determination

All lands above the twenty percent (20%) slope line have been deemed "Hillside" as part of this document. The twenty percent (20%) boundary will be determined by a computer-generated slope analysis, with a manual review of the analysis to determine the reasonable location of the twenty percent (20%) slope line. This line will be established during the pre-plat or site plan process for each individual development project.

All development that occurs within the Hillside area shall conform to these standards. Development parcels that extend into Hillside areas shall have the areas that extend into the Hillside area be subject to these standards.

Any improvements/development areas that impact or extend, etc. into a hillside area are subject to these standards. This could include, but are not limited to, grading, landscaping, trails, roads, or any other improvement or disturbance.

6.2.6. Site Planning

When site planning development within the hillside areas, special considerations should be taken to ensure quality development within these sensitive areas. Development of the land should follow the natural patterns and topography of the Site as much as possible. Roads should be routed to avoid steep slopes and grades, and buildings and development pads should be placed in a manner to minimize significant cuts and fills where practical.

A. Open Space Requirements

Within the designated Hillside areas, a minimum amount of open space shall be preserved. As a total, fifty percent (50%) of the total designated hillside areas shall be preserved as open space. Preserved open space should prioritize, where practical, key land features. These features include:

- Pitched Hilltops/Prominent Ridges
- Severe Steep Slopes
- Wash and Natural Drainage courses
- Boulder Outcrops
- Significant vegetation areas

Up to thirty percent (30%) of the Preserved open space can be revegetated open space and/or disturbed areas. Preserved open space does not have to be natural as long as it is revegetated to match its natural state in both plant species and quantities.

Preserved open space must be placed in a tract designated as preserved open space. Designated open space areas shall count towards required open space.

B. Grading & Disturbance

Site grading is one of the most critical aspects of developing land in hillside terrain. Careful attention must be paid to make sure that the land is developed in a manner to not disturb more than necessary. To ensure that development occurs in a sensitive manner, the following general standards have been established and apply to all types of permitted uses within the hillside areas.

- Mass grading is permitted in the Village Neighborhood, Civil Use, and Resort Overlay Land Use Character Area.
- Mass grading is not permitted in the Estate Residential Character Area.
- Grading and disturbance shall be limited to construction envelopes in the Estate Residential Character Area.
- Grade tie-ins shall be made to mimic or follow the natural movement of the land. Slopes shall be rounded to avoid abrupt grade changes.
- All disturbed areas shall be revegetated.

1. Cuts and Fills – Cuts and fills and cut and fill slopes are necessary when developing land in Hillside areas. As such, the following standards shall be followed;

- Cuts and fills should be minimized as much as possible. When a cut or fill is required, slopes or retaining walls shall be used to tie into existing grade.
- Existing cuts shall not be left raw as an exposed cut unless the cuts are through solid rock.

2. Slopes – In cut and/or fill conditions, slopes may be used to tie into existing grade. These slopes shall not be uniform and shall vary to mimic the natural topography of the Site.

- Cut and fill slopes shall be no steeper than three to one (3:1) within common areas and no steeper than two to one (2:1) within a residential lot.
- Cut slopes may be as steep as one to one (1:1) when applied in stable terrain, such as existing rock.
- Slope areas longer/wider than fifty (50) feet shall undulate to mimic existing terrain.
- Uniform slopes in excess of thirty (30) feet are not permitted.
- In order to help protect the natural look of the development, all cut and fill slopes shall be revegetated to mimic the natural look of the Site unless the cut is through solid rock or material that cannot easily be revegetated.
- Permanent and/or temporary irrigation may be used to establish the plant material. Hydroseed, individual plantings, or a combination of, may be used as planting material.
- All landscape planting shall follow all local landscaping standards.

3. Walls – In areas where significant cuts or fills occur, retaining walls may be used to reduce overall disturbance. Retaining walls may also be used in combination with slopes to provide developers more flexibility in their designs.

- All walls and retaining walls must be consistent and compatible with the architectural character of the development. Standard block for walls shall only be permitted in areas not visible from public areas or surrounding development.
- Solid perimeter walls shall be permitted as long as they are located on a lot line.
- Solid walls may be located within open space areas or tracts provided they are being used for screening.
- Solid and view/partial view walls may not be taller than eight (8) feet.
- Architectural columns shall be no taller than eight feet four inches (8'-4").

4. Retaining Walls – Retaining walls can provide an easier and more effective way to catch grade in challenging terrain. Retaining walls are encouraged to help reduce overall disturbance and should be used where practical.

Retaining walls can be used independently or in combination with site walls & fences and/or slopes. Retaining walls shall follow the following standards.

- Retaining walls may not be taller than eight (8) feet in height.
- In cases where more than eight (8) feet of retaining wall is needed, multiple walls shall be used provided there is a minimum of four (4) feet separation between the walls, as measured from the back of the lower wall, and the face of the upper wall.
- When multiple retaining walls are being used, the area between the wall may be sloped to help take up grade. The max slope for this area will be four to one (4:1). Landscaping will not be required if the retaining walls are 8' or closer to avoid water damage to the walls , but groundcover such as decomposed granite or other dustproofing material is required
- When retaining walls are used in combination with a site wall or fence (or combination of), the max height of the combined wall shall be no greater than twelve (12) feet. If the combined wall height is over eight (8) feet and visible from a public right-of-way or usable open space, additional design or thematic elements shall be required on or adjacent to the wall to soften the impact. This may include additional landscaping, screening, berms, material change, color change, columns, etc.
- When reviewed and approved by a Geotechnical Engineer, a vertical rock slope may be used in place of a retaining wall.

5. Building Heights & Appearances – Building heights shall be measured from the top of the actual building footprint foundation grade. If the foundation grade is stepped to address topography, the building height is measured from the top of each segment of the foundation grade separately.

All buildings and structures built within Hillside areas shall reflect the architectural character of the development on all sides of the structure. Building materials and colors should complement the natural colors of the desert.

All residential buildings shall not exceed thirty (30) feet in height.

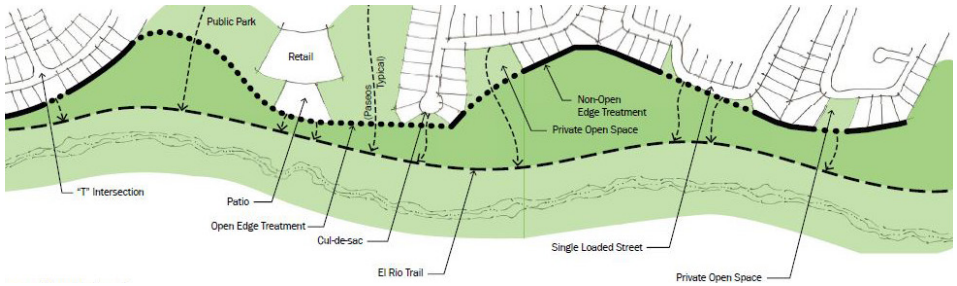
Non-residential buildings shall not exceed thirty-five (35) feet in height except within the Resort Character Area where the applicable zoning ordinance building height shall apply.

6.3 El Rio Trail Design Guidelines

A. The El Rio Trail is envisioned to be a public signature trail that connects residents and celebrates the existing natural ecosystems along the Gila River. The main goals of the El Rio Trail Corridor include restoring and maintaining the natural function within the river corridor as riparian habitat, focusing on multi-use facilities & functions, maintaining and enhancing flood control elements, and embracing functional compatible linkages to the surrounding development properties. Ultimately, the El Rio Trail should be balanced in its design to provide a natural setting that reasonably transitions to the adjoining development parcels.

B. As shown in conceptual exhibits throughout this document a 50-foot wide El Rio Trail Corridor concept is proposed to create an interesting and natural appearing Gila River edge design.

C. Where development occurs along the "Edge" of the El Rio Corridor, development will follow a 60/40 ratio guideline. A minimum of 60% of the edge will be "functionally open" and a maximum of 40% of the edge will be "non- open." To meet the 60% functionally open "Edge" performance guidelines, various treatments may be utilized as further outlined in the El Rio Design Guidelines and Panning Standards.



60% OPEN EDGE AND 40% NON-OPEN EDGE

D. An average of a 25-foot transition zone should be provided from the southern edge of the El Rio Trail leading to development sites. This transition zone will allow landscaping to gradually change from natural appearing landscaping along the El Rio Trail and Gila River to landscaping that may have a more planned appearance as part of adjoining development sites.

E. Adjoining sites and buildings should be designed to reduce the perceived building mass from the El Rio Trail Corridor, and/or landscaping within the El Rio Trail Corridor should be designed to reduce the perceived building mass.

A 25-FOOT AVG. TRANSITION ZONE WILL HELP SOFTEN THE PRESENCE OF ADJOINING DEVELOPMENT.

A VIEW FENCE IS PROVIDED BETWEEN A LOCAL STREET AND THE TRANSITION ZONE LEADING TO THE EL RIO TRAIL.

F. Solid fencing or walls support safe and defined community boundaries. Where it is supported by adjoining site layouts, partial view fencing can be considered to support visibility to the El Rio Trail Corridor from community open spaces or roadways.

G. Adjoining developments should provide views to the El Rio Trail Corridor from adjoining open spaces, two-story homes, or from connecting pathways or washes.

H. Drainage improvements connecting to or located within the El Rio Trail Corridor should blend with the natural desert environment.

I. Approximately every ¼ to ½ mile, multi-modal trail connections should extend to the El Rio Trail from the adjoining development sites. These adjoining connections should be a minimum of 20 feet in width and designed to be inviting, safe, and accessible by a variety of users.

J. Meandering shared-use trails along collector and arterial corridors which link to internal and external open space areas, paths and trails should also extend to connect to the El Rio Trail where it is reasonably feasible.

K. Within the El Rio Trail Corridor, various amenities should be provided to encourage residents to use the trail as an enjoyable, convenient, and safe trail connection to neighboring communities, parks, and commercial uses. Improvements such as clear and consistent wayfinding (through signage or apparent design choices), shaded seating in activated visible areas, fun meandering trail designs, safe visibility distances at trail connections, sufficient trail shade during the warmer months, and/or opportunities to view or rest along the river, should be provided.

L. A public trailhead with parking, shaded staging area, drinking water, and trail signage adjacent to the El Rio Trail providing direct access to the El Rio Trail shall be developed within Rio 1900. The public trailhead will be a minimum of 5-acres and may be combined with a neighborhood park. The location may be all or partially under the powerline corridor which aligns with the Sarival Trail.

7. PROJECT PHASING

Rio 1900 will be developed in multiple phases as market conditions warrant. Improvement plans for each phase will be submitted to the City as such phases develop to ensure proper and orderly development. The infrastructure, public facilities, parks, and community amenities will be built in phases, and in many cases, will be constructed concurrently with the parcels being served. Infrastructure improvements will be designed and sized to accommodate planned improvements with each phase of development and may be expanded at the time of the initial installation or in the future to accommodate additional development. Infrastructure required to serve each parcel (beyond the boundary of the parcel) may need to be installed with or before the parcel improvements.

APPENDIX A. BUDGET TRACKER

The Rio 1900 Land Use Framework and overall PAD requirements allow for a unique mix of land uses and PAD Zoning Districts.

Upon approval of a final plat or issuance of the first permit for a site plan (depending on the type of development), the City will assign the District for all of the property or each portion of the applicable property based on the permitted District(s) under the applicable LUCAs, as declared by the applicant in the preliminary plat or site plan (depending on the type of development).

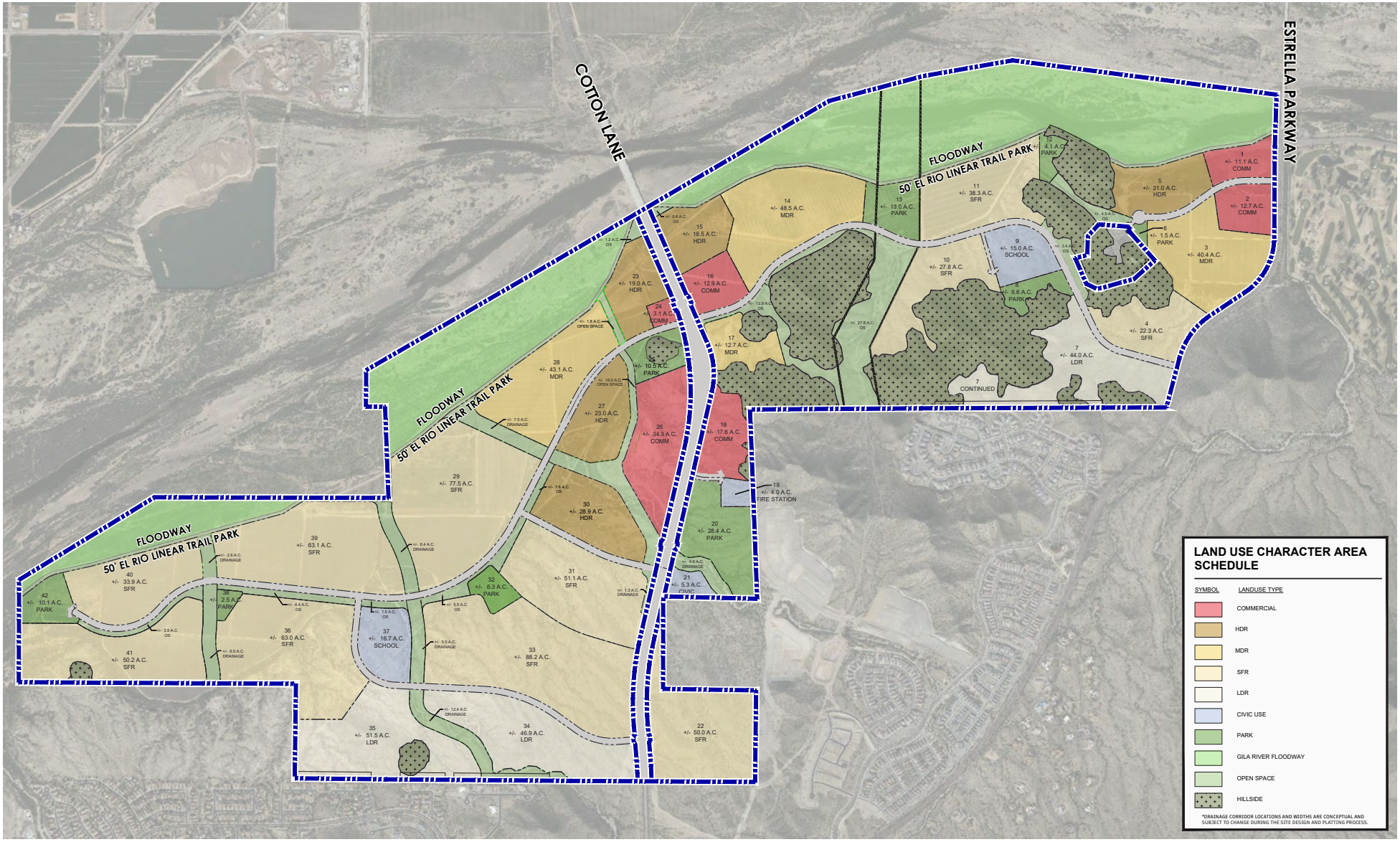
The mechanism for tracking will be a Budget Tracker. In addition to tracking Residential and Commercial/Nonresidential PAD Zoning Districts, the Budget Tracker will also track the Usable and Total Open Space, as defined in Section 4.1.

Below, Table RD10: Example Budget Tracker provides an example of a form for tracking the land use budget to ensure compliance with PAD requirements .

Table RD10: Example Budget Tracker

Master Plan Land Use Budget		**Residential**		**Commercial / Nonresidenital**		**Open Space Usable**[3]		**Open Space Total**[3]	
		total dwelling units		*total gross square feet*		*percentage (of net area)*		*percentage (of net area)*	
				Not Limited		**8.5%**		**17%**	
Reservations and Assignments	**Zoning**	**Residential**		**Commercial / Nonresidenital**		**Open Space Usable**		**Open Space Total**	
	PAD District	*total dwelling units*		*total gross square feet*		*percentage (of net area)*		*percentage (of net area)*	
Parcel	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**	*Reserved*	**Assigned**
TOTAL										

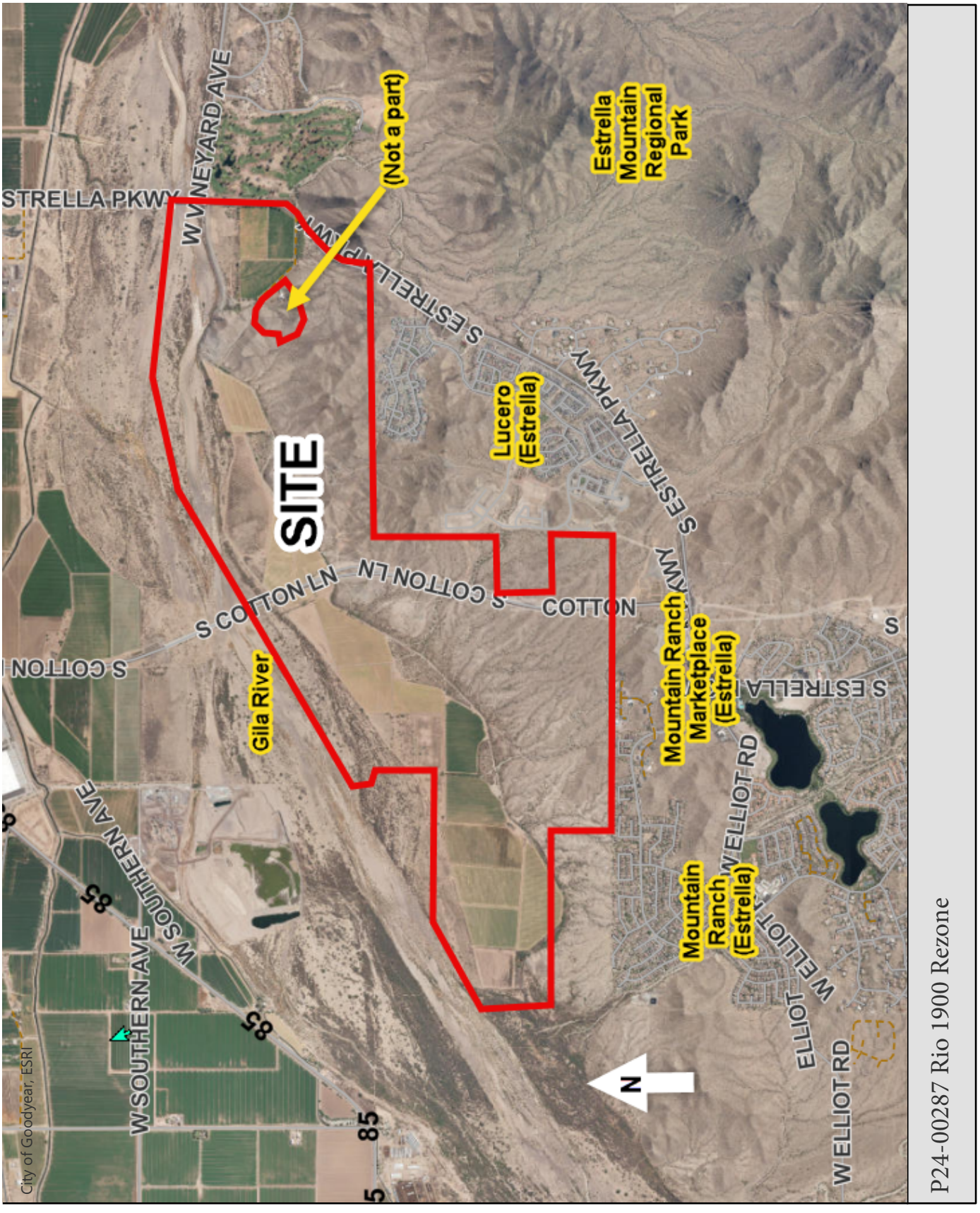
Note:
1) Reserved = preliminary plat / site plan
2) Assigned = platted / site plan / map of dedication
3) The required open space is not on a parcel by parcel basis, but a collective basis at full build out.



APPENDIX B: CONCEPTUAL COMMUNITY CHARACTER AREA PLAN (CCAP)

Rio 1900

East to west from Estrella Parkway to alignment of 187th Avenue, and north to south from Gila River to northern boundary of Estrella



The request is to remove approximately 1,940 acres from the King Ranch PAD and rezone it to the Rio 1900 PAD. A “layered” approach is proposed to establish permitted uses and locations within the PAD. Compatible uses and development intensities are classified into seven Land Use Character Areas (LUCAs): Open Space, Civic Use, Estate Residential, Village Neighborhood, Urban Neighborhood, Commercial Activity Center, and Resort. The following uses and zoning districts are compatible with each LUCA:

Land Use Character Area (LUCA)	General Description	Compatible Zoning Districts
Open Space (OS)	Steep hillsides, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas.	All, when open space uses are provided
Civic Use (CU)	Schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community.	PFD
Estate Residential (ER)	Large-lot, single-family residential	AU, R1-10
Village Neighborhood (VN)	Low- to medium-density residential, including detached and attached single-family homes, court homes, and two-family homes	R1-7, R1-6, R1-4, R1-A, R1-C, R-2
Urban Neighborhood (UN)	Multi-family residential	MF-12, MF-18, MF-24
Commercial Activity Center (CAC)	Commercial, office, and medical uses	C-O, C-1, and C-2.
Resort (RO)	Resort hotel	C-2 (with customized uses)

Each LUCA is conceptual in nature, and the boundaries of a LUCA do not necessarily define a development parcel boundary. It is likely that each LUCA will contain multiple smaller developments. Furthermore, the boundaries of a LUCA are intended to define where certain zoning districts and uses may be located, but not where they must be located. Each LUCA overlaps with at least one other LUCA, though certain areas of the Open Space LUCA (the Gila River channel and drainageways) are not expected to be developed and therefore fall only within the Open Space LUCA. Each individual development project within the rezone area will be required to obtain approval of a preliminary plat or site plan before starting construction. At the time of preliminary plat or

site plan submittal, the applicant will declare an appropriate zoning district from the above list to apply to the project, and the application will be reviewed subject to the standards of that district.

As an alternative to an overall residential unit cap, the rezone request will allow the development's water allotment (1,900 acre feet per year) to determine the number of units and square footage of commercial and public uses that can be developed on the site. Within the Urban Neighborhood LUCA, a maximum of 1,907 multi-family units are permitted to ensure an appropriate balance and mix of residential unit types.

The rezone request proposes modified development standards for various zoning districts, some of which are summarized below:

Overall Project:

- A minimum of 30% of the gross area of Rio 1900 shall be open space.

Single-family residential districts:

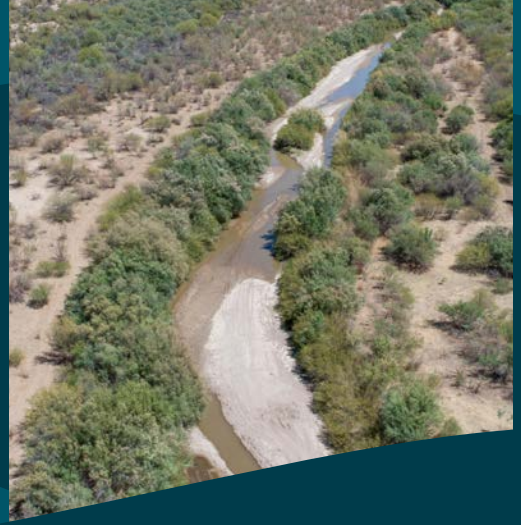
- Reduced lot sizes for R1-4, R1-A, and R1-C.
- Reduced lot widths for R1-7, R1-6, R1-4, and R1-A.
- Reduced lot depth for R1-C.
- Reduced lot coverage for all districts.
- Reduced setbacks for all districts except AU-PAD.
- At full buildout, the Village Neighborhood LUCA must use a minimum of four (4) different lot sizes with lot widths at least five (5) feet apart, and a minimum of two (2) different PAD zoning districts. If only four (4) lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If five (5) or more lot sizes are provided, the 15% standard shall not apply.
- Open space requirement is 17% minimum; usable open space requirement is 8.5% minimum.
- A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU-PAD or R1-10 PAD zoning districts.

Multi-family residential districts:

- Flexibility for building heights in MF-12 when pitched roofs are utilized.
- Reduced rear setback for MF-12.
- Reduced setback from single-family residential zoning for MF-12.
- Increased lot width for MF-24.

Commercial and public facility districts:

- A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD, and/or C-2 PAD zoning districts.
- The Resort LUCA shall utilize the C-2 PAD zoning district, but a limited and customized list of uses is permitted per the regulatory document. Specific quality standards will also apply to any resort development to ensure that it will incorporate exceptional design and amenities.



Rio1900

PAD REZONING

P24-00287

Submittal: January, 2026

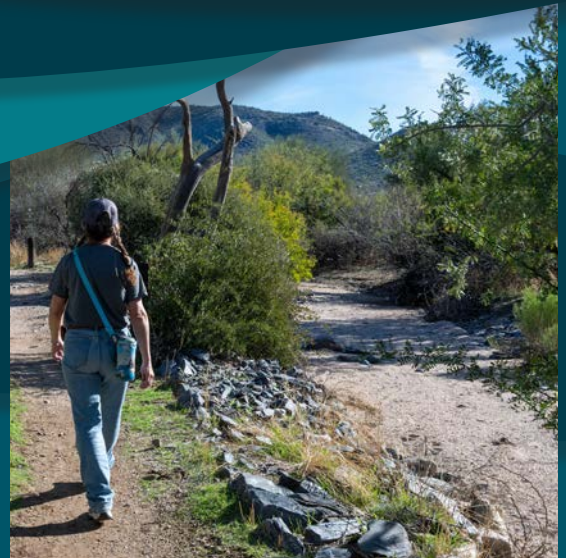


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Table 4:	Open Space Amenity Matrix
Table 5:	Amenity Requirements by Open Space Type
Table 6:	Development Standards: Estate Residential and Village Neighborhood LUCAs
Table 7:	Development Standards: Urban Neighborhood LUCA
Table 8:	Development Standards: Commercial Activity Center LUCA and Civic Uses LUCAs
Table 9:	Development Standards: Resort LUCA

1. INTRODUCTION AND PROJECT VISION

RVi Planning + Landscape Architecture is pleased to submit this proposal for a new Planned Area Development (PAD) on behalf of Harvard Investments and property owners KR TIC 1 LLC AND KR TIC 2 LLC ("Rio 1900 PAD"). The existing King Ranch PAD was originally approved in 2005 and amended in 2006. Since that time, no development has occurred on the property and the market has changed significantly. The existing PAD is out of date and needs to be updated to reflect today's market conditions. As detailed throughout this document, this rezone from King Ranch PAD to Rio 1900 PAD introduces a new vision for the development.

The Rio 1900 PAD includes an updated land use program and development master plan that emphasizes creativity and flexibility and will allow development of the Site with design principles that ensure a high-quality built environment.

Rio 1900 is envisioned as a vibrant, sustainable desert community deeply rooted in the preservation and stewardship of the Gila River watershed and adjacent desert mountain landscape with an ecosystem of diverse housing options and neighborhood-scaled commercial uses woven together by an environmentally sensitive network of connected trails, community streets, parks, and natural open spaces.

Rio 1900 is estimated to provide up to 5,762 residential units, including a mix of large lot estate residential, single family residential of various lot sizes and product types, and multi-family residential ranging from build-to-rent to townhomes and garden-style apartments, all organized to provide density transitions, connectivity and walkability throughout the community. Commercial uses are proposed along Cotton Lane and Estrella Parkway, the major arterial roads within and adjacent to the community, providing opportunities for shopping, dining, and other non-residential uses along the primary thoroughfares within the Rio 1900 community.

School sites will be provided as needed to serve students generated within the development, and other civic uses such as places of worship, a fire station, public park, and other non-residential uses will be provided based on the needs of the community.

One of the core values of Rio 1900 is promoting health and wellness by providing ample and convenient opportunities to spend time outdoors. All residents will be within an approximate 5-minute walk to a park, trail, and/or active open space amenity throughout the community. With a primary focus on the unique opportunity Rio 1900 has with its connection to the Gila River, a 3+ mile El Rio Linear Park will run the entire length of the property along the southern bank of the Gila River,

providing an unprecedented community and regional amenity for all Goodyear residents with open vistas along the river corridor. Along the El Rio Linear Park, where it connects with the Sarival Trail, is a trailhead, providing public trail access and connectivity to the east/west El Rio Trail and the north/south Sarival Trail which runs through Rio 1900 and into the Estrella Mountain Ranch community to the south, adding additional miles of connected trails throughout the area. Additional trails will include Community Trails through the various wash corridors, and local paths that provide additional connectivity from neighborhoods to the various parks, open spaces, schools, public facilities, and commercial uses.

An approximate 30-acre Community Park is planned within the development to support the Rio 1900 residents and the entire area with community-wide recreational opportunities. This is planned as a public park to be dedicated to the City and may include amenities such as baseball and/or soccer fields, playgrounds, tennis, pickleball and basketball courts, skate park, event lawn, playgrounds, dog park, splash pad, restrooms, parking, and other active and passive amenities.

Within the heart of the community is a central spine trail/open space corridor that generally follows the primary spine road through the development, providing a centralized open space corridor connecting trails, open space and recreational opportunities throughout the community. Five Neighborhood Parks are strategically located throughout the community, all along the central spine trail to serve residents within approximately ¼ to ½ mile walking distance, including amenities such as ball fields, sport courts, turf areas, playgrounds, picnic ramada and other active and passive amenities. Finally, several local parks and amenity areas will be provided throughout the community to round out the abundant recreational opportunities provided within Rio 1900, with every resident within an approximate 5-minute or less walk to a park or trail facility. Natural and improved open spaces will also be abundant within Rio 1900, between the large expanse of the Gila River, to the various channelized wash corridors bisecting the property, and the steep hillside areas framing the lower foothills of the Estrella Mountains, natural and improved open spaces are provided throughout the community.

The Rio 1900 PAD is organized in 7 sections, including the above Introduction, Site Analysis and Context, PAD Land Use Framework, Community Plan Elements, Regulatory Development Standards, Design Guidelines and Standards, and PAD Amendments. The plan also includes various figures, table and exhibits that are integrated throughout the document. If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this PAD shall prevail.

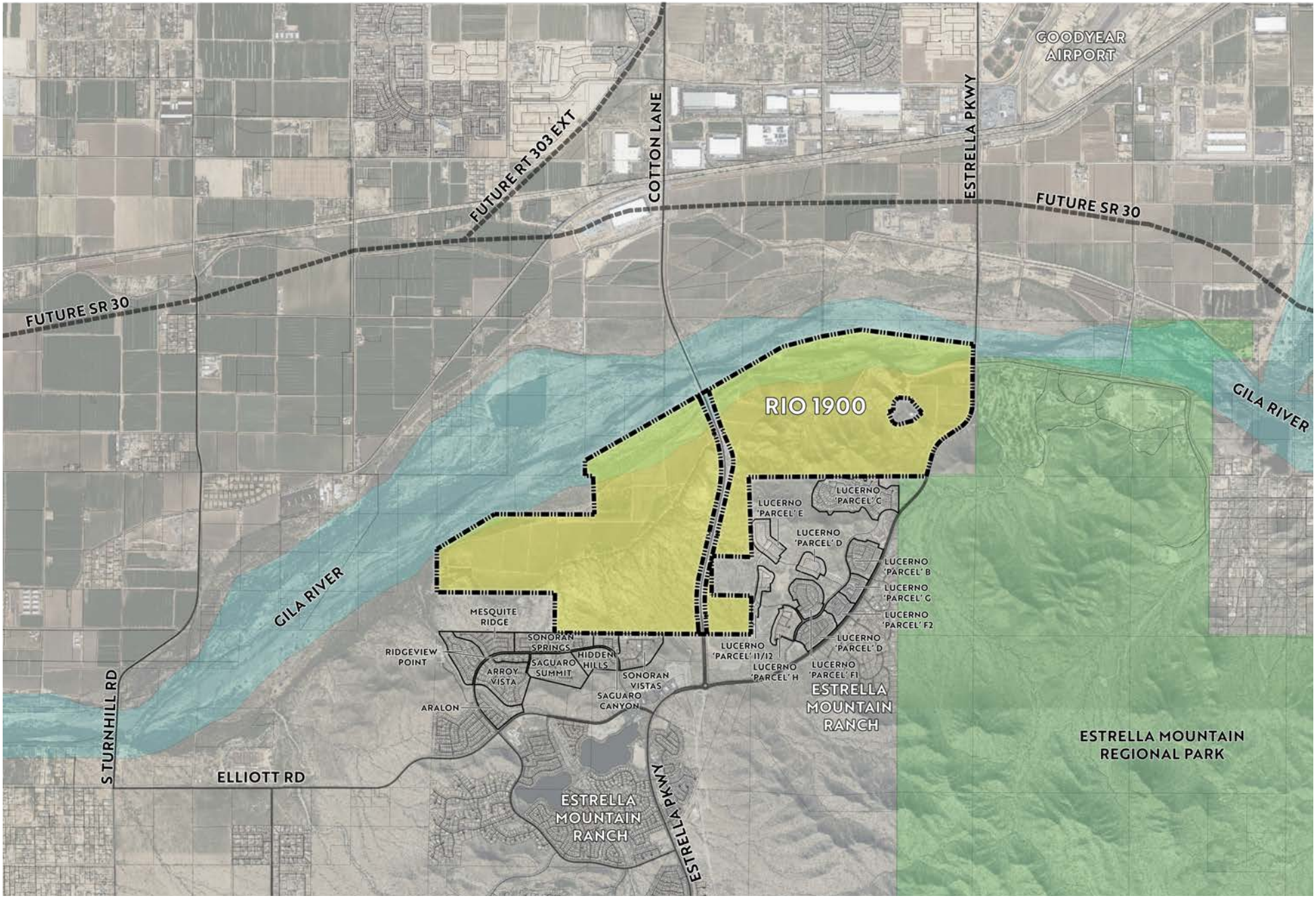


EXHIBIT 1: **VICINITY MAP**

2. SITE & CONTEXT

2.1 Site Description and Location

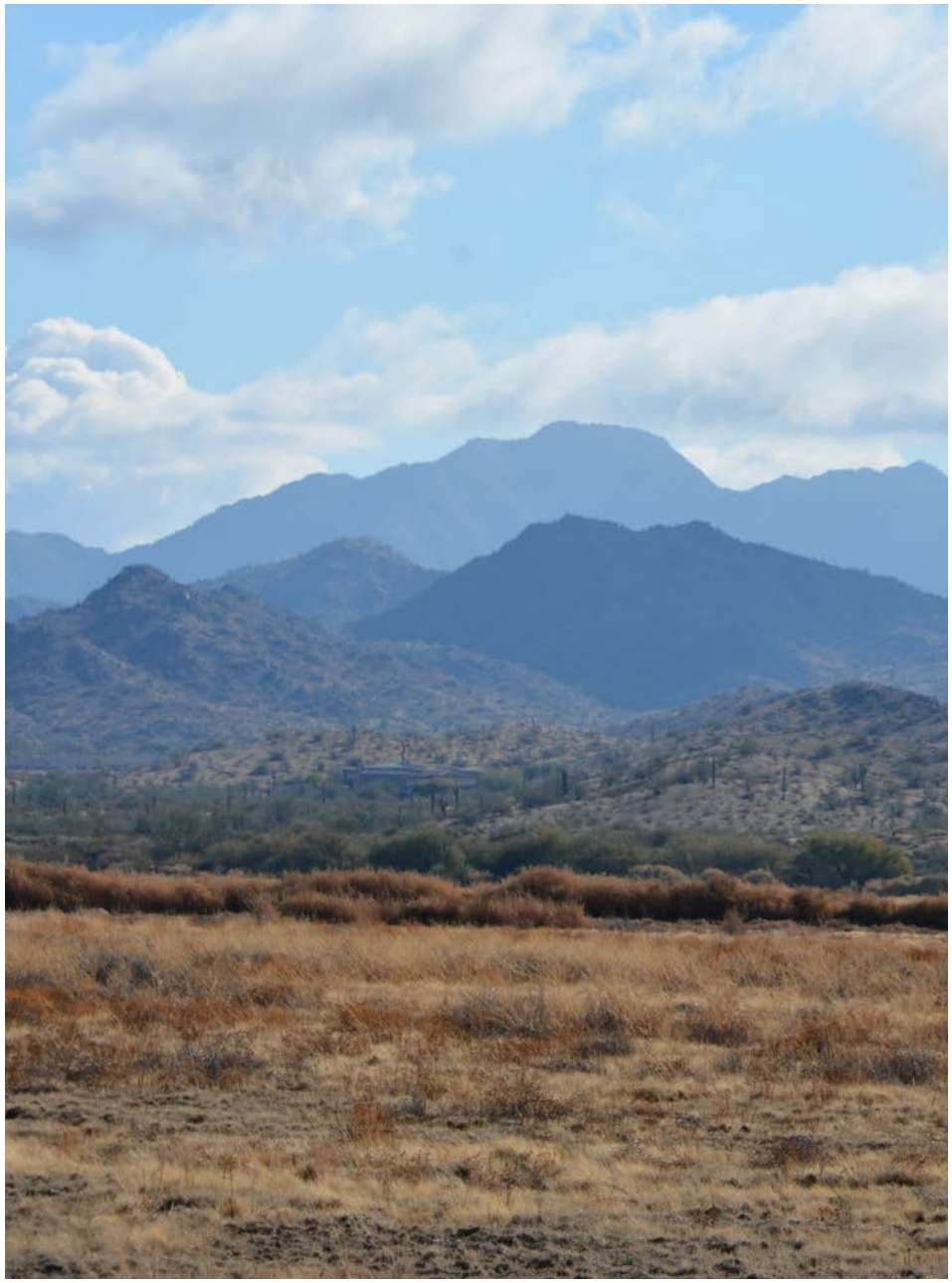
The Rio 1900 property is comprised of approximately 1,940.1 gross acres and is located along the southern bank of the Gila River. The Site generally extends east to west from Estrella Parkway across Cotton Lane to the alignment of 187th Avenue, and north to south from the Gila River to the existing Estrella Mountain Ranch community.

It should be noted there is approximately 80-acres of Arizona State Trust Land within 2 separate 40-acre parcels located west of Cotton Lane that are included with the property to be rezoned. See Exhibit 1, Vicinity Map for the location of the Site and surrounding area. Table 1 provides the parcel numbers located within the Rio 1900 property.

Table 1: Rio 1900 Parcels

400-03-	017, 005B, 005A, 015, 016, 007D, 007C, 006, 001R, 001Q, 001S, 002C, 001U, 001T
400-04-	006E, 006F, 005D, 003C, 009C, 008C, 007D,
500-85-	004B, 004E, 004H, 004G, 005F, 001, 004D, 005G, 005B, 002C, 002E,003H, 003G,
500-86-	003G, 001V, 001Y, 002N, 002H, 002M, 001X, 003E, 003D, 002K, 001T, 001R,
502-59-	007A
State Land Owned Parcels	40-acre square parcel located between parcels 400-03-006 and 400-04-006F 40-acre square parcels located west of parcel 400-03-002C

NOTE: The Applicant and Property Owner have initiated the process for the sale of the 2 State Land-owned parcels with the ASLD and anticipate purchasing both parcels at the auction.



VIEW FROM SITE, SHOWING PROXIMITY TO ESTREALLA MOUNTAIN PARK

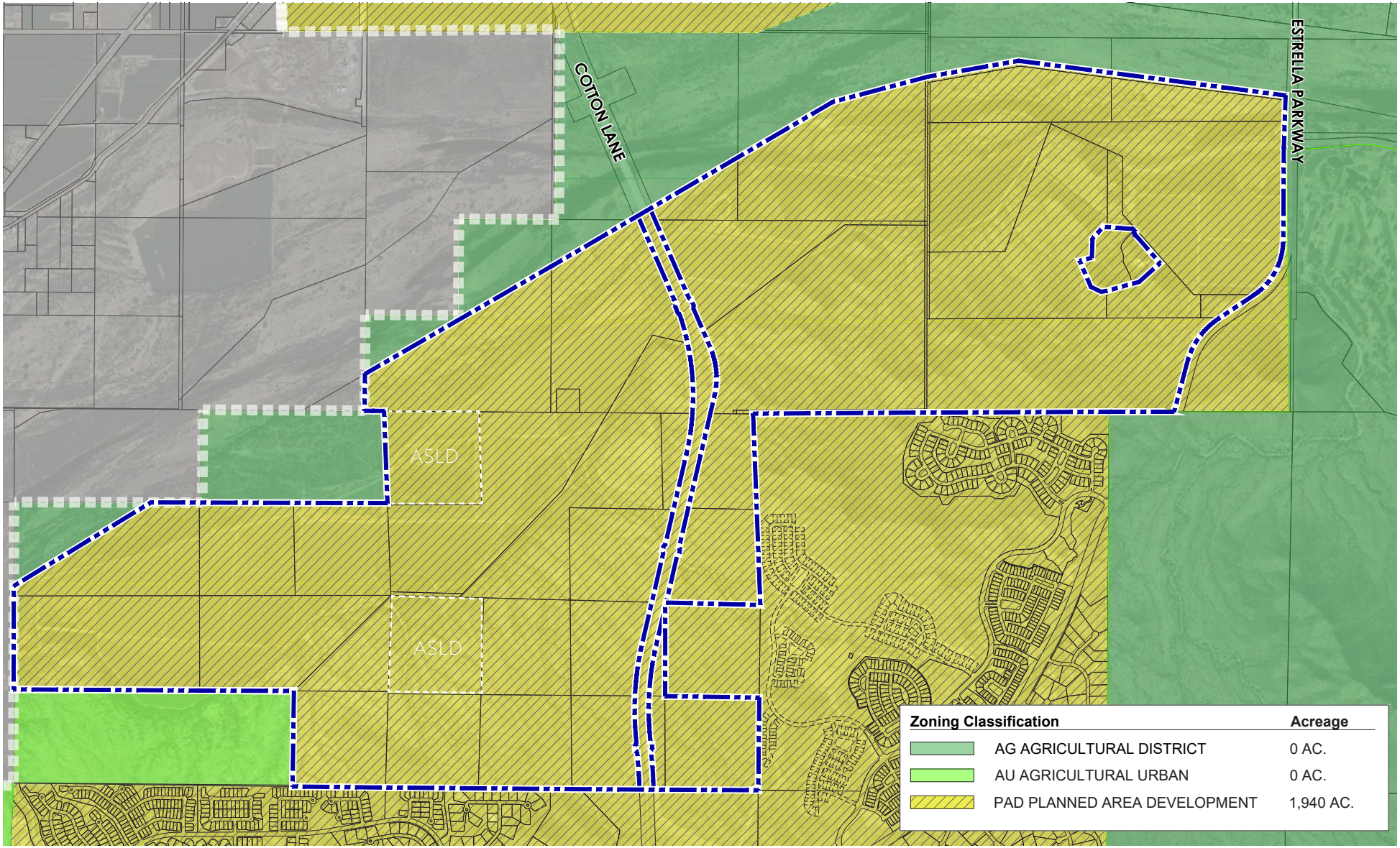


EXHIBIT 2: EXISTING ZONING

2.2 Existing Zoning

The Site is currently zoned King Ranch PAD. See Exhibit 2, Existing Zoning Map, for the overall PAD zoning on the property.

The existing King Ranch PAD includes approximately 1,996 +/- acres and permits a mix of various types of land uses including residential, commercial, a community center, open space, and roadway right-of-way. While residential units are permitted throughout most areas of the Site, commercial uses are generally located adjacent to Cotton Lane and Estrella Parkway due to the greatest visibility and access. Open space includes a mix of the Gila River floodway, drainage corridors, steep slopes, and other natural and improved open space throughout the property. The remainder of the Site includes Public/quasi-public uses and major rights-of-way, including Cotton Lane and Estrella Parkway.

2.3 Cotton Lane Bridge Repayment Agreement

In 2005 City Council adopted Resolution 2005-997 approving the "Goodyear King Ranch Development Agreement". The Goodyear King Ranch Development Agreement was amended three times, (Res. 2006-1069, Res. 2006-1080, Res. 2007-1173) and thereafter terminated. A new "King Ranch Development Agreement" was agreed upon and adopted by City Council in 2023 (Res. 2023-2330).

Among other things, the King Ranch Development Agreement outlines terms for an approximate $16 million payment for a portion of the cost of constructing the Cotton Lane Bridge. Under the terms of the King Ranch Development Agreement, the owner of the Site will remit a $4,000 fee for each building permit until the obligation is satisfied. However, it may be coordinated between the City and the developer that certain public recreational amenities be provided by the Rio 1900 master developer and dedicated to the City. In such cases, the value of the land conveyed to the City and the cost incurred by the owner in constructing recreational facilities on the Site can be used to satisfy the $4,000 per building permit fee.

2.4 Existing Site Conditions

2.4.a. Existing Site Topography

The Site consists of a variety of topographic conditions including rugged or steep natural hillside areas in the eastern and southeastern portion of the Site. This terrain transitions towards the north and to the west of Cotton Lane to rolling foothills and natural desert topography. The natural desert areas transition to relatively flat agricultural fields which extend to the southern bank of the Gila River. See Exhibit 3, Topography and Drainage Map for the general topography on the property.

2.4.b. Existing & Surrounding Land Uses

Approximately 550 acres of the Site are currently being used for farming purposes. Decades ago, farmers observed the advantage of the relatively flat stretch of land along the Gila River which is lower in elevation than the foothills to the southeast. Over the years, washes were modified, and ditches were created to better convey water across the fields and into the Gila River. With the exception of these agricultural changes to the land, the remainder of the Site is vacant, natural desert. There is an exception parcel located in the eastern portion of the Site near Estrella Parkway. This exception parcel includes a single-family home. The original King Ranch PAD appears to have included this parcel; however, it is now desired to preserve this homestead and not include it in the proposed Rio 1900 PAD rezoning. The following table identifies the current land uses and existing zoning designations of the Site and surrounding areas.

Table 2: Surrounding Land Uses & Zoning

Area	Current Land Use	Exiting Zoning
Site	Agricultural, undeveloped/vacant, natural desert	PAD (King Ranch) AG (Agriculture)
North	Gila River	AU (Agriculture Urban)
South	Undeveloped, Residential	AU (Agriculture Urban) PAD (Estrella Mountain Ranch)
East	Tres Rios Golf Club Undeveloped Residential	AG (Agriculture) PAD (Estrella Mountain Ranch)
West	Gila River	AU (Agriculture Urban)

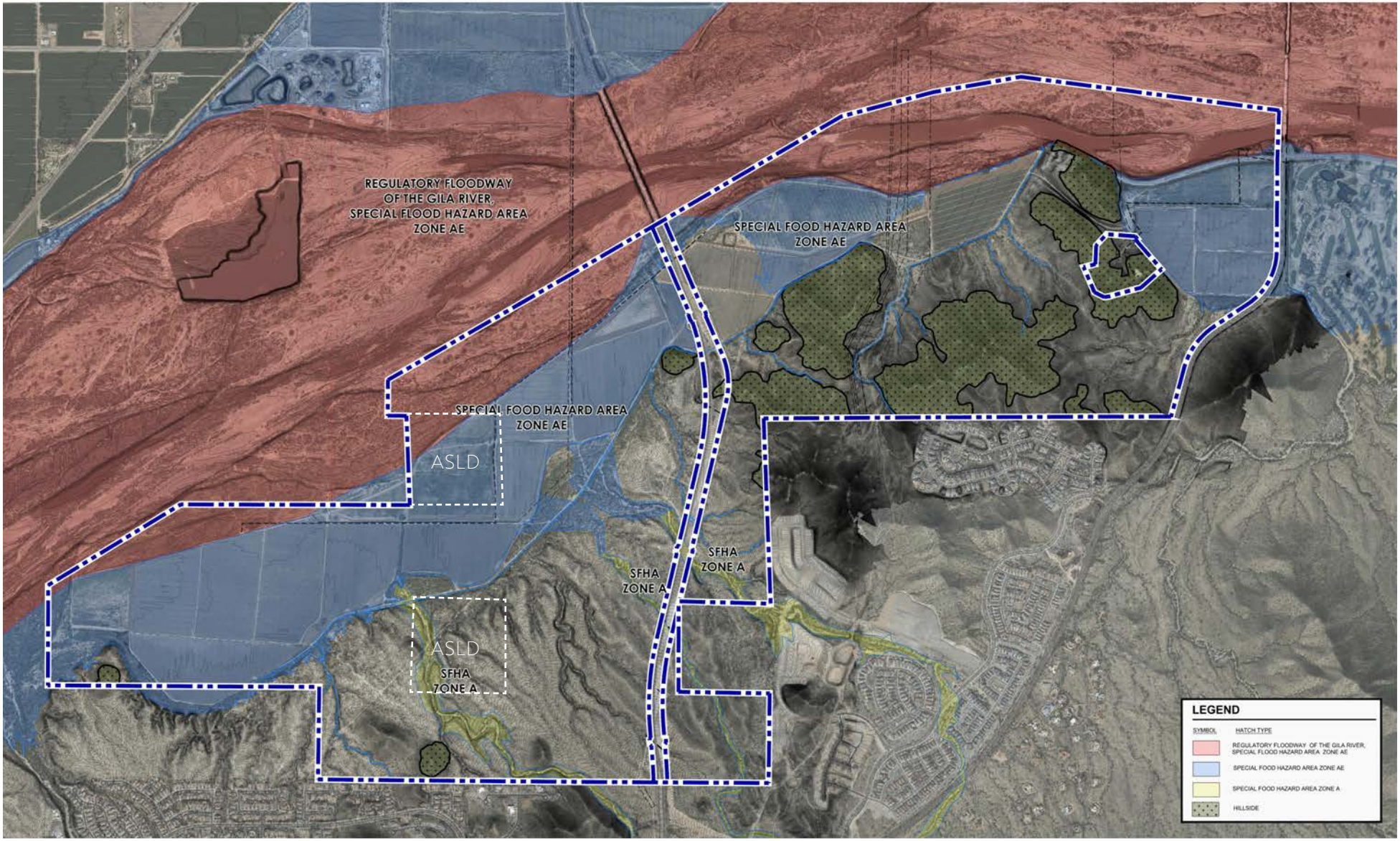


EXHIBIT 3: TOPOGRAPHY AND DRAINAGE MAP

2.4.c. Transportation

The Site is bisected by Cotton Lane which is currently improved with 1 lane for vehicular traffic in each direction. To the north of the Site, where Cotton Lane crosses the Gila River with a fully improved bridge structure allowing 3 lanes of traffic in each direction; it currently provides 2 lanes of traffic in each direction, with bike lanes and sidewalks.

To the east, the Site is adjacent to Estrella Parkway which consists of 2 lanes of vehicular traffic in each direction separated by a center landscaped median. There is also an unimproved asphalt and gravel road that provides access to a house on an exception parcel west of Estrella Parkway. No other transportation improvements are provided on the Site, other than unimproved dirt roads.

VIEW OF COTTON LANE, LOOKING SOUTH

2.4.d. Gila River / Floodway and Floodplain

As shown on Exhibit 3: Topography & Drainage Map, portions of the Site are located within the Special Flood Hazard Area within Zone A, Zone AE, and the Regulatory Floodway of the Gila River. The Special Flood Hazard Area is a floodplain that is subject to a 1% or greater chance of flooding in any given year. A Regulatory Floodway includes the channel of a river or other watercourse, and the adjacent land areas must be reserved in order to discharge the base flood waters without cumulatively increasing the water surface elevation more than the designated height.

Within Zones A and AE residential uses and non-residential uses such as commercial and employment may be constructed so long as they are constructed in compliance with Chapter 16 of the City of Goodyear Code of Ordinances, Flood Damage Prevention which includes elevating structures and substantial improvements above the base flood elevation and meeting other flood proofing requirements.

In addition to the Gila River, other natural drainage flows impact the Site from the south and will need to be conveyed north through the Site to the river. Three of these larger flow paths are designated as Flood Zone A. Conveyance of these flows may be maintained in the natural wash form or routed through alternate paths through the Site to aid in the layout and development of the property. Altered paths may be accomplished by, but not limited to, regrading of the washes in specific locations or capturing flows in collection basins and routing the water through more engineered channels.

2.4. e. Utilities, Infrastructure, and Easements

The Site is encumbered by a variety of existing utilities and/or easements. The biggest being the overhead transmission lines which provide major power infrastructure for the region. These easements are located approximately ½ mile east of Cotton Lane and extend in a north/south direction across the Site. These are located within an approximate 400-foot easement through a portion of the property.

In addition to the large electrical transmission corridor there are smaller easements scattered throughout the property for various uses including electric, gas, and roadway/access easements. Cotton Lane improvements include a regional waterline, communications lines (fiber optic), and a gas line.

A water main exists within Cotton Lane which connects the community to the south to the City's system to the south. There are no water or sewer facilities onsite.

The eastern edge of the Site fronts on Estrella Parkway. A 65' half street has already been dedicated, with the intent for an additional 10' of right-of-way being dedicated in the future for ultimate buildout of the roadway. There is currently one 2 lane bridge which crosses the river. The City is in early stages of design for the expansion to add a 3 lane bridge and to expand the existing bridge by adding another lane to bring this location to its ultimate buildout from the intersection of Vineyard Avenue north across the river. This effort will include a partial improvement along the northeast corner of the property to achieve the full buildout 6 lane condition at the intersection and as the road continues south it will taper down to the existing 4 lane with median condition which currently exists along the property's frontage.

There are existing utilities within the Estrella Parkway right-of-way, including a regional water main, electric and various communication lines.

The water mains noted within Cotton Lane and Estrella Parkway connect the Estrella community to the City of Goodyear's Pressure Zone 1 South. This project will connect to these existing lines to bolster the system. There are no existing water or sewer facilities on the property outside of these roadways.

EXISTING OVERHEAD UTILITY LINES

2.5 City of Goodyear's 2035 General Plan

2.5.a. Land Use

The Land Use and Transportation Plan included in the City of Goodyear's 2035 General Plan designates the Site primarily as Neighborhood (1,718 acres) and Open Space (222 acres). The Aggregate Mining Overlay and Farm Focus Area additionally overlap approximately 261 acres of the Site along the Gila River.

The Neighborhood land use designation identifies areas where growth and development of residential neighborhoods with a wide range of densities and housing products are supported. Non-residential neighborhood-supporting uses such as commercial uses, parks, schools, or civic uses are also allowed for within this land use designation. Residential density up to 18 dwelling units per acre (du/ac) is supported in areas located next to arterial roadways, commercial areas, or community or regional parks and where it serves as a density transition.

Lands designated as Open Space, which are located within and adjacent to the Gila River, are encouraged to be used as outdoor recreation uses that are appropriate for surrounding land uses. Supportive commercial uses such as commercial horse stables or restaurants/shops within a regional park are also supported by the General Plan. Separate from recreational uses, per Arizona Revised Statutes, open space designated areas may be developed with up to 1 dwelling unit per acre where appropriate.

Land use designations surrounding the Site include Open Space, Aggregate Mining Overlay, and Farm Focus Area as part of the Gila River to the north and west of the Site, Neighborhoods, Open Space, and Regional County Parks to the east, and Neighborhoods and a small area of Open Space to the south. See Exhibit 4, City of Goodyear General Plan Land Use Map for a map of the Goodyear General Plan 2035 Land Use Designations within and surrounding the property.

2.5.b. Transportation

The Land Use and Transportation Map of the General Plan identifies 6 roadway classifications for the general circulation within the City of Goodyear. The Site has frontage on 2 roadways classified by this map, Cotton Lane and Estrella Parkway. Additionally, there are 2 future regional roadways, the future Loop 303 and State Route 30, that will influence the future transportation within the vicinity of the property.

Cotton Lane is classified as a Major Arterial.
Major Arterials are designed for vehicular mobility over moderate lengths. A major arterial comprises 6 lanes, 2 bike lanes and 2 detached sidewalks, a raised center median, and landscape tracts.

Estrella Parkway is classified as a Scenic Arterial.
Scenic Arterials use landscaped medians and landscaped tracts within building setbacks to create an inviting natural environment. These arterials are planned to consist of 4 to 6 vehicle lanes as well as bike lanes and detached sidewalks.

Future Loop 303: The Loop 303 currently runs north of I-10 with a short leg south of I-10, currently terminating at Van Buren Street. The Loop will extend along the Cotton Lane alignment until Lower Buckeye Road, where it will veer west to connect with MC-85 north of Southern Road. Ultimately, it will cross the Gila River and continue south approximately 2-miles west of Rio 1900's western boundary, eventually connecting to the Future Interstate 11 several miles to the south.

State Route 30: Located north of Rio 1900 and the Gila River, SR-30 will provide a reliever to Interstate 10, providing an alternative east/west corridor within Goodyear, and connecting Buckeye, Goodyear, Avondale, and Phoenix, terminating at the Loop 202 near 63rd Avenue. This freeway will benefit the property long-term with an additional high-capacity transportation corridor within the area.

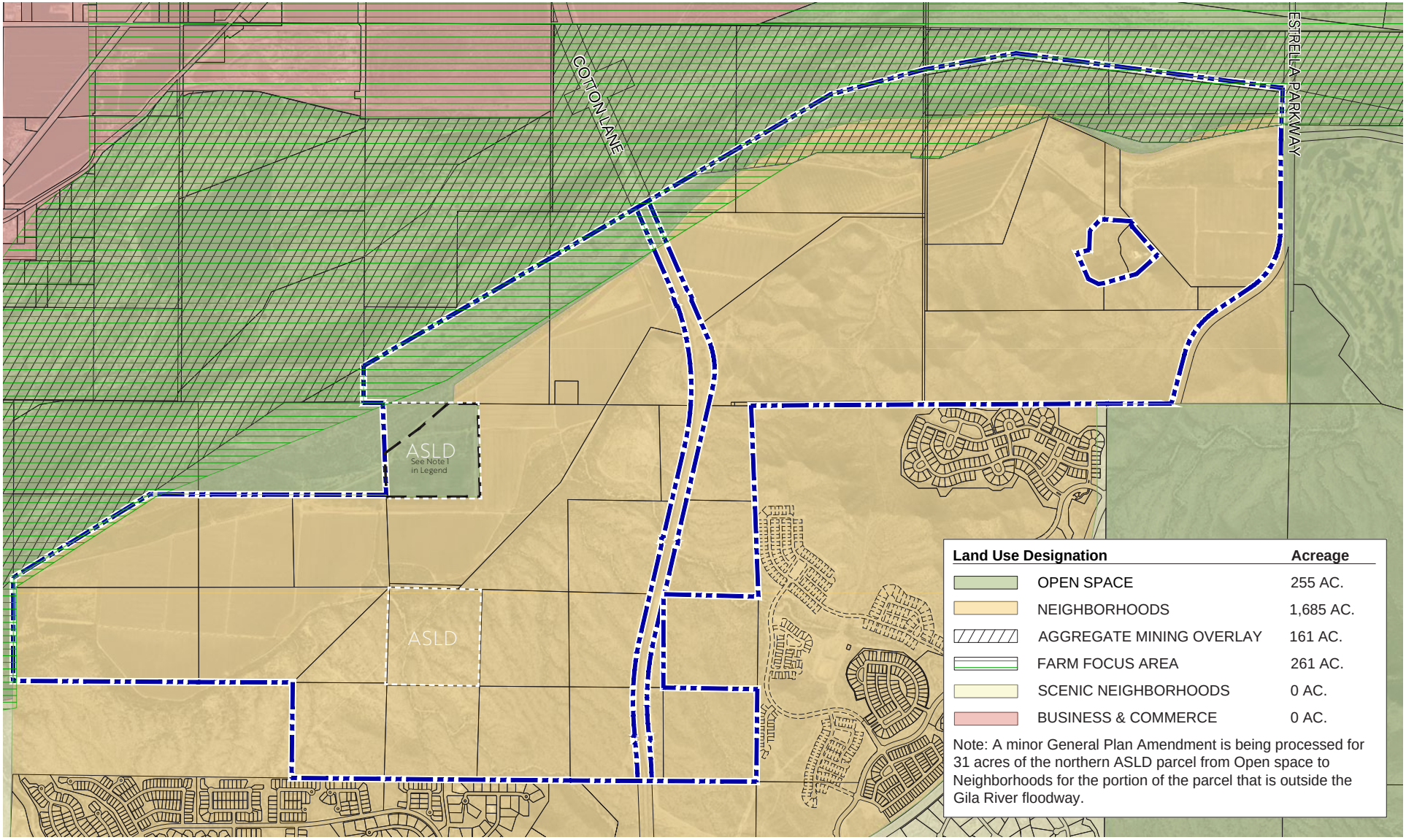
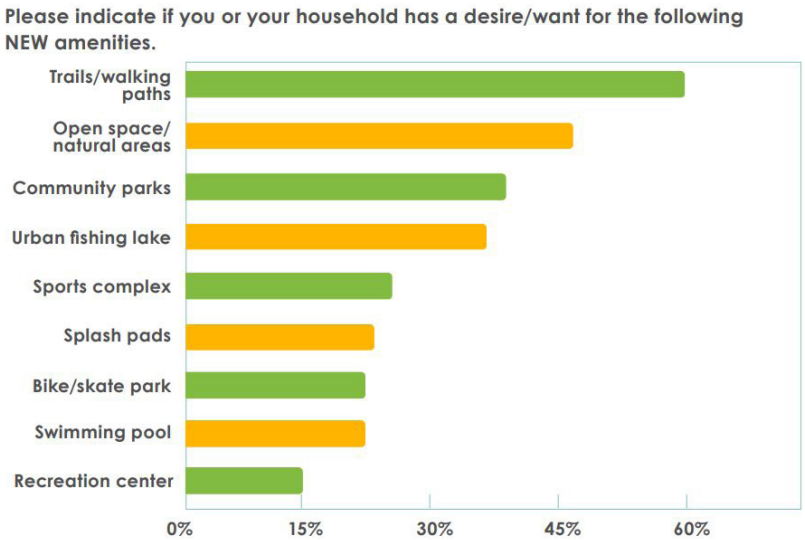


EXHIBIT 4: CITY OF GOODYEAR GENERAL PLAN LAND USE MAP

2.6 City of Goodyear's Parks & Recreation Master Plan

The City of Goodyear Parks and Recreation Master Plan 2023 (PRMP) "Goodyear Game Plan" is a long-range strategic document that plans for the creation and maintenance of City of Goodyear parks, recreation programs, trails, and other open space assets.

As part of developing the PRMP, a tremendous amount of input was collected from Goodyear residents on what types of open spaces are most valued. This input showed that residents most value a safe and well-connected trail system. Residents desire new trails/walking paths as well as open spaces/natural areas as the most highly rated amenity, with new community parks, sports complexes, splash pads, bike/skate parks, swimming pools, and recreation centers also included on the list (See table below from the PRMP).



GOODYEAR GAME PLAN PARKS AND RECREATION MASTER PLAN, PG. 70

The PRMP organizes open spaces into 5 Park Classifications: Neighborhood, Community, Regional, Specialty, and Greenways/Linear Parks. The Existing Facility Inventory exhibit shows that the majority of these parks are located north of the Gila River with only the Foothills Community Park located south of the Gila River.

While the PRMP does not identify specific locations for future parks, as shown in the referenced table below, it provides proximity guidelines for how close residential areas should be to each park type:

Park Type	Walk/Bike Service Area	Drive Time Service Area
Neighborhood	10-minute walk/bike time	Less than 10 minutes
Community	10-20-minute walk/bike time	10-20 minutes
Regional	>30-minute walk/bike time	30-60 minutes
Sports Complex	>30-minute walk/bike time	30-60 minutes
Special Use	>20-minute walk/bike time	20-40 minutes
Linear Park/Greenway	10-20-minute walk/bike time	10-20 minutes
Open Space/Conservation Park	>30-minute walk/bike time	30-60 minutes

GOODYEAR GAME PLAN PARKS AND RECREATION MASTER PLAN, PG. 104

The PRMP anticipates that the majority of future parks will be provided as part of the private developments and will be maintained by private HOAs. However, it is anticipated that the Community Park proposed within Rio 1900 will be dedicated to the City of Goodyear upon completion.

2.7 El Rio Design Guidelines and Planning Standards

The Gila River is an important river corridor that extends across the majority of Arizona. To protect this unique natural asset, Goodyear, Avondale, Buckeye, Maricopa County, and the Flood Control District of Maricopa County worked together to create The El Rio Guidelines and Planning Standards.

The plan identifies 5 overall themes for the corridor:

1. Restore and maintain natural functions with the river corridor as a riparian buffer.
2. Focus on multi-use facilities and functions.
3. Maintain, enhance, or mitigated flood control elements.
4. Focus on public/private partnerships.
5. Link functional compatibility outside the riparian habitat limits.

El Rio - Trail, Trailheads, and Overlooks Map

This map recommends development of El Rio Trail along the Gila River and the El Rio River Trail within the Gila River. It also guides for a trailhead and overlook to be provided east of Cotton Lane.

Edge Treatment Design Guidelines

The El Rio Design Guidelines and Standards recommend that properties adjacent to the Gila River should follow Edge Treatment Design Guidelines that aim to preserve 60% of the edge of the floodway as "open." Within the "open" 60% of the edge, less apparent improvements are supported such as parks, paseos, municipal facilities, or single-loaded streets. For the remaining 40% of the edge, guidelines pertaining to landscaping, building height, walls, grading, roadway design, and building placement are provided to transition development intensity away from the river.

VIEW OF GILA RIVER FROM THE EL RIO DESIGN GUIDELINES AND PLANNING STANDARDS

3. PAD AND LAND USE FRAMEWORK

The overall PAD and land use framework for Rio 1900 provides for a layered approach to development, including 7 different Land Use Character Areas (LUCA), each with a unique and compatible mix of land uses and zoning district options designed to encourage a flexible, dynamic, and walkable community master plan.

The PAD includes the following LUCAs: Commercial Activity Center, primarily adjacent to Estrella Parkway and Cotton Lane; three residential character areas of varying densities, including Estate Residential, Village Neighborhood, and Urban Neighborhood; a Civic Use Character Area; an Open Space Character Area; and a Resort Character Area. Within each LUCA is a series of PAD Zoning District options that are permitted. The PAD also provides development standards within certain LUCAs to ensure a broad mix of uses and densities are provided within the Rio 1900 master planned development.

For example, the Urban Neighborhood LUCA overlaps with the Commercial Activity Center LUCA, but a minimum of 25 acres of the Commercial Activity Center LUCA must develop using the various commercial zoning district development standards and uses. These and other regulations are further defined throughout this document.

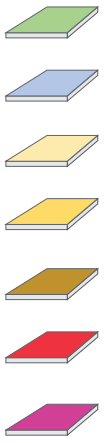
The following sections provide a summary of the overall PAD framework, including a description of each LUCA, the PAD zoning districts that are permitted within each, permitted uses, development standards and regulations applicable to each LUCA to ensure an appropriate mix of residential densities and product types are provided.

3.1 Land Use Character Area (LUCA)

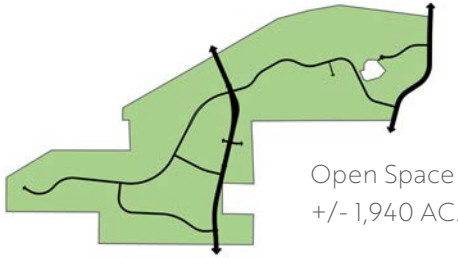
As mentioned, Rio 1900 includes 7 LUCAs that establish the framework for a comprehensive and flexible community plan that incorporates and celebrates the relationship with the Gila River, encourages walkability and connectivity, and provides for a diverse range of land uses.

This includes a broad spectrum of residential opportunities, commercial and retail services, employment, recreation and trails, civic uses such as education, religious facilities and public facilities, and natural open space. The Rio 1900 LUCA framework will provide a blueprint for the entire community to grow and evolve over time.

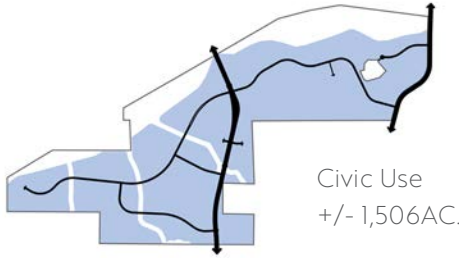
The 7 LUCAs are listed below and shown on the following page:



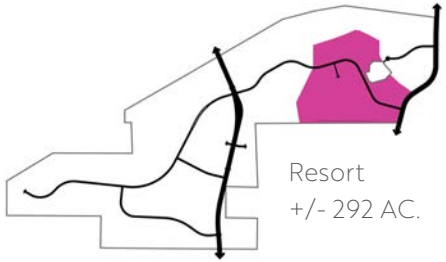
1. Open Space
2. Civic Use
3. Estate Residential
4. Village Neighborhood
5. Urban Neighborhood
6. Commercial Activity Center
7. Resort



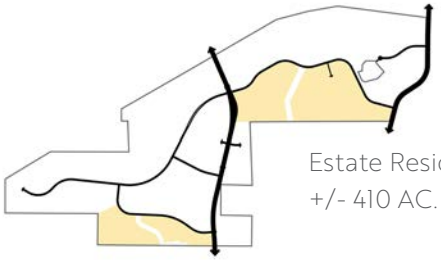
Open Space
+/- 1,940 AC.



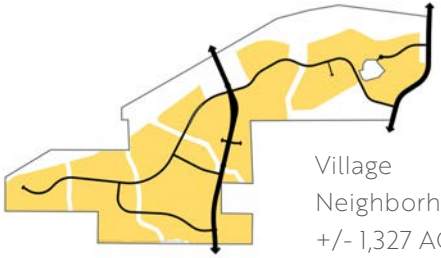
Civic Use
+/- 1,506AC.



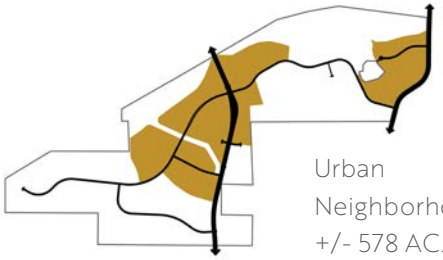
Resort
+/- 292 AC.



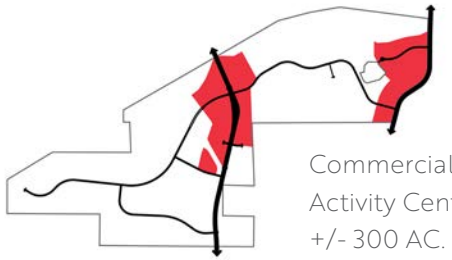
Estate Residential
+/- 410 AC.



Village
Neighborhood
+/- 1,327 AC.



Urban
Neighborhood
+/- 578 AC.



Commercial
Activity Center
+/- 300 AC.

EXHIBIT5: LAND USE CHARACTER AREA (LUCA) MAPS

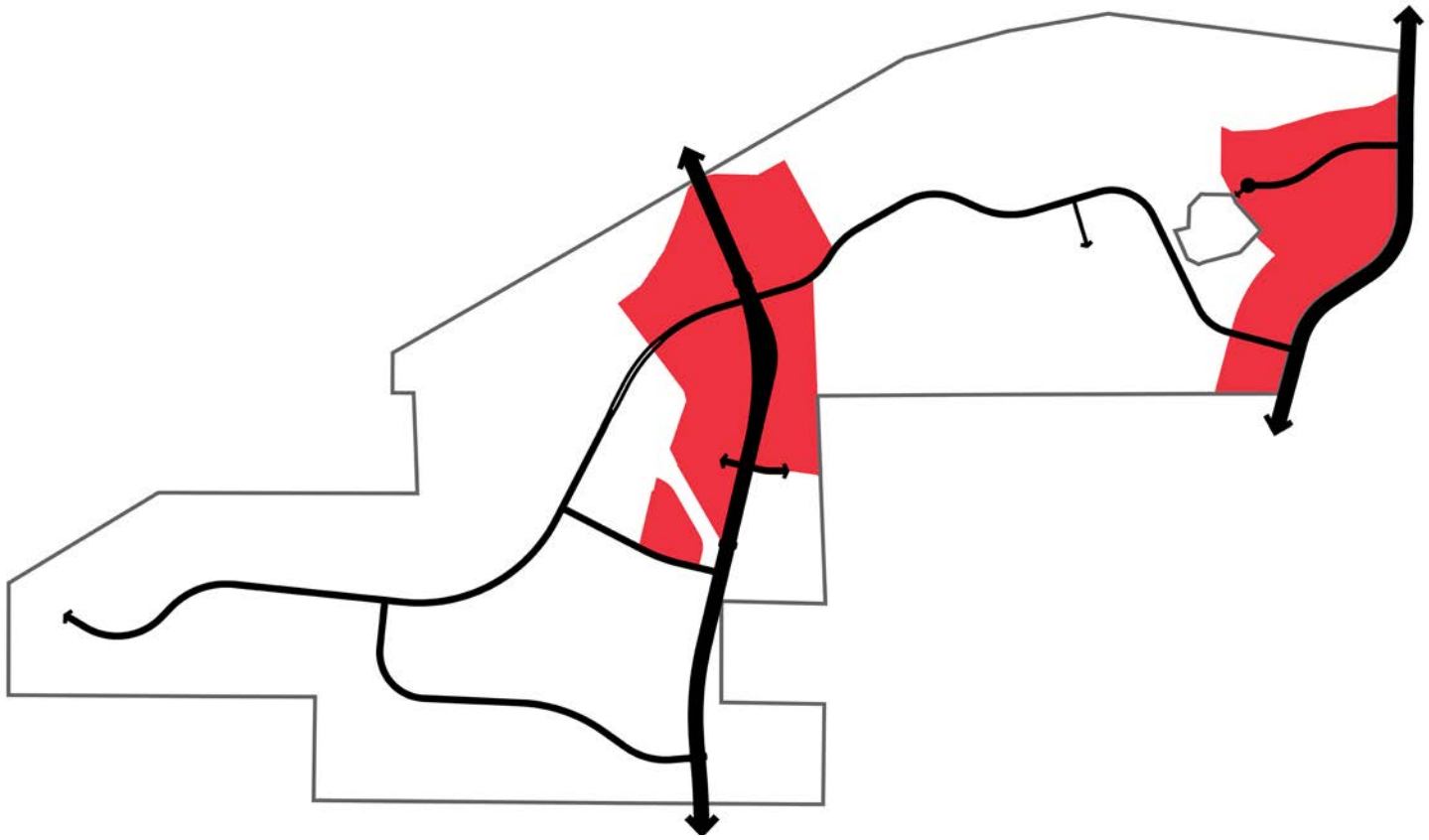
3.1.a. Commercial Activity Center Character Area (CAC)

The CAC Character Area is the most intense character area within Rio 1900 and is generally located adjacent to the primary transportation corridors within the development, including Estrella Parkway and Cotton Lane.

These areas will serve as the primary activity centers within the community and may serve not only Rio 1900, but other surrounding communities within the area. The CAC will provide opportunities for a variety of commercial and retail services, offices and employment uses, and medical facilities with the highest level of visibility and regional access to major transportation corridors.

The CAC will also provide connectivity to Urban and Village Neighborhoods, open spaces and trail corridors within and adjacent to Rio 1900, promoting alternative modes of transportation for access to a variety of goods and services within the development.

In order to ensure a minimum amount of non-residential land uses are provided within this character area, a minimum of 25 acres within the CAC LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.

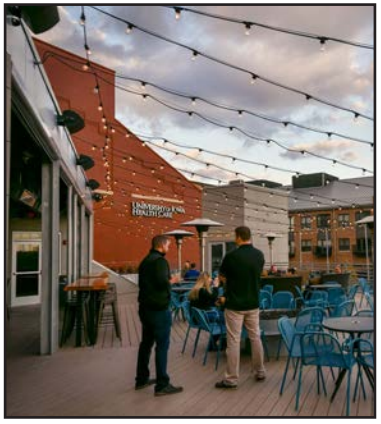


SIZE:
+/- 300 AC

ZONING PERMITTED:
C-0 PAD, C-1 PAD, C-2 PAC

LUCA LOCATION:
Located along primary transportation corridors Estrella Parkway and Cotton Lane

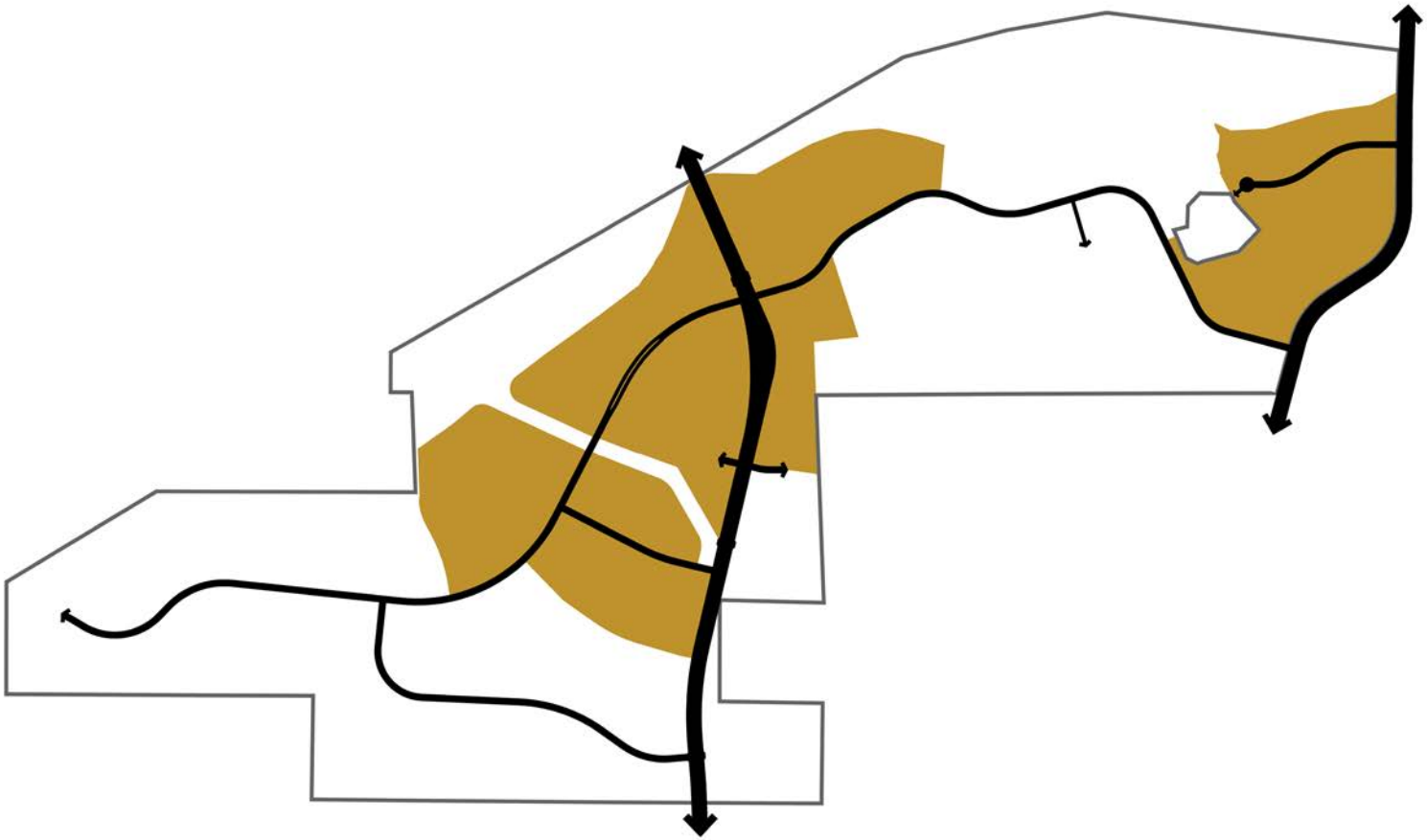
Commercial Activity Center Conceptual Character Imagery



3.1.b. Urban Neighborhood Character Area (UN)

The UN Character Area allows for the highest density residential uses within the development, allowing for more urban development within close proximity to the major transportation corridors and urban services. This Character Area overlaps with and expands upon the CAC to provide for more intense, higher density housing options near commercial and employment services. This LUCA includes High Density Residential (HDR) land use character areas that are envisioned to include zoning districts such as MF-12 PAD, MF-18 PAD, and MF-24 PAD.

The UN designation is intended to provide for higher-density urban-style living, where residential uses are more compact and closer to community-scaled shopping, dining, and employment uses in a pedestrian-oriented environment. Typical uses within this Character Area may include small lot single-family attached and detached residential, multi-family residential, townhomes, condominiums, and build-to-rent communities.



SIZE:
+/- 578 AC

ZONING PERMITTED:
MF-12 PAD, MF-18 PAD,
MF-24 PAD

LUCA LOCATION:
Located along primary transportation corridors Estrella Parkway and Cotton Lane and some internal collector roads

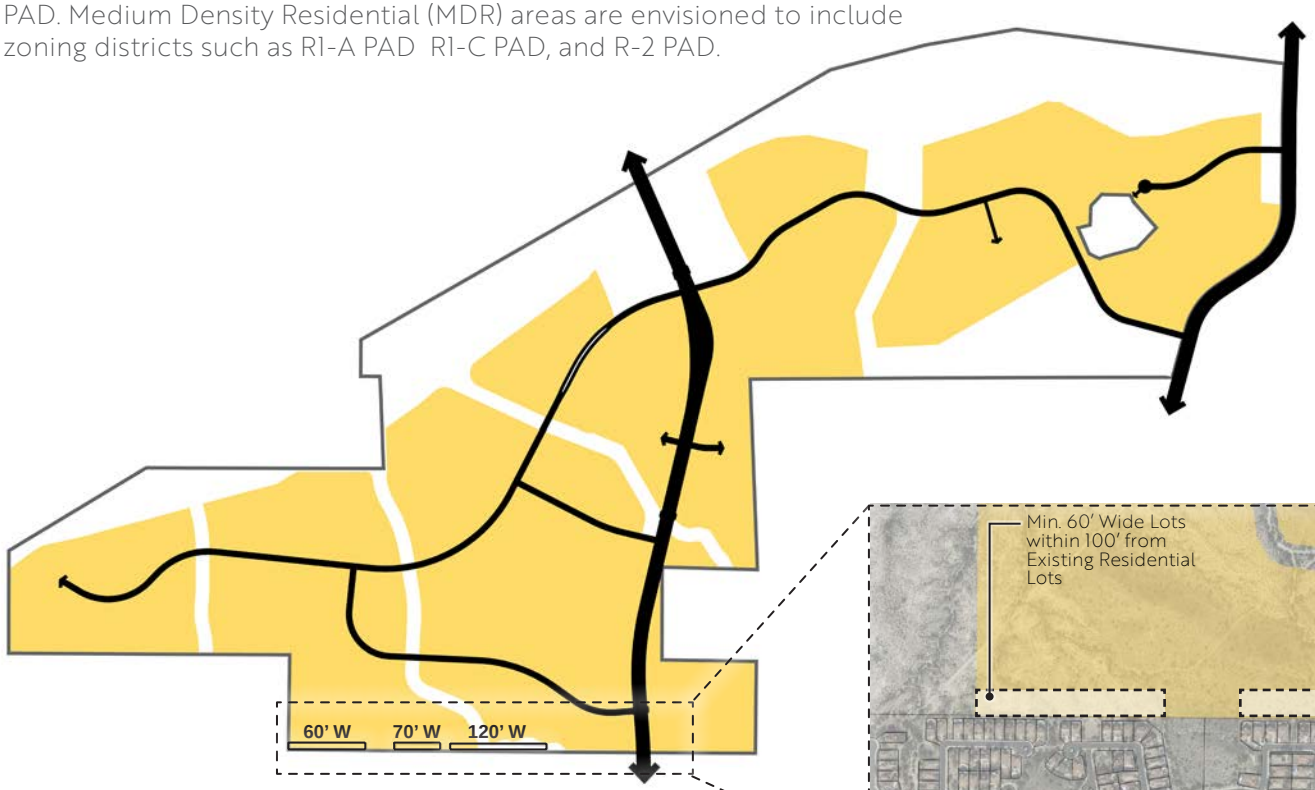
Urban Neighborhood Conceptual Imagery

3.1.c. Village Neighborhood Character Area (VN)

This Character Area designation is the primary single-family residential category within the property and allows for a variety of low to medium density residential development. Village Neighborhoods are allowed in most areas of the property except within the Gila River Floodway, some commercial areas adjacent to Estrella Parkway and Cotton Lane, the primary wash corridors, some steep-sloped areas, and the large utility easement east of Cotton Lane.

Development within the VN designation will vary in size, character, and product types, and will incorporate parks, trails, schools, and/or other active and passive amenities, encouraging walkability and connectivity throughout the community. Single Family Residential (SFR) areas are envisioned to include zoning districts such as R1-7 PAD, R1-6 PAD, and R1-4 PAD. Medium Density Residential (MDR) areas are envisioned to include zoning districts such as R1-A PAD R1-C PAD, and R-2 PAD.

Since this is the largest LUCA and covers a large portion of the property, a minimum of 4 lot sizes with lot widths at least 5' apart and a minimum of 2 different zoning districts must be used within the overall VN Character Area at full build-out to ensure a variety and diversity of product types are provided. If only 4 total lot sizes are provided, each lot size shall provide for at least 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply. This will be self-regulated by the developer as the project is built out over time.



SIZE:
+/-1,327 AC

ZONING PERMITTED:
R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-C PAD, R1-A PAD, R-2 PAD

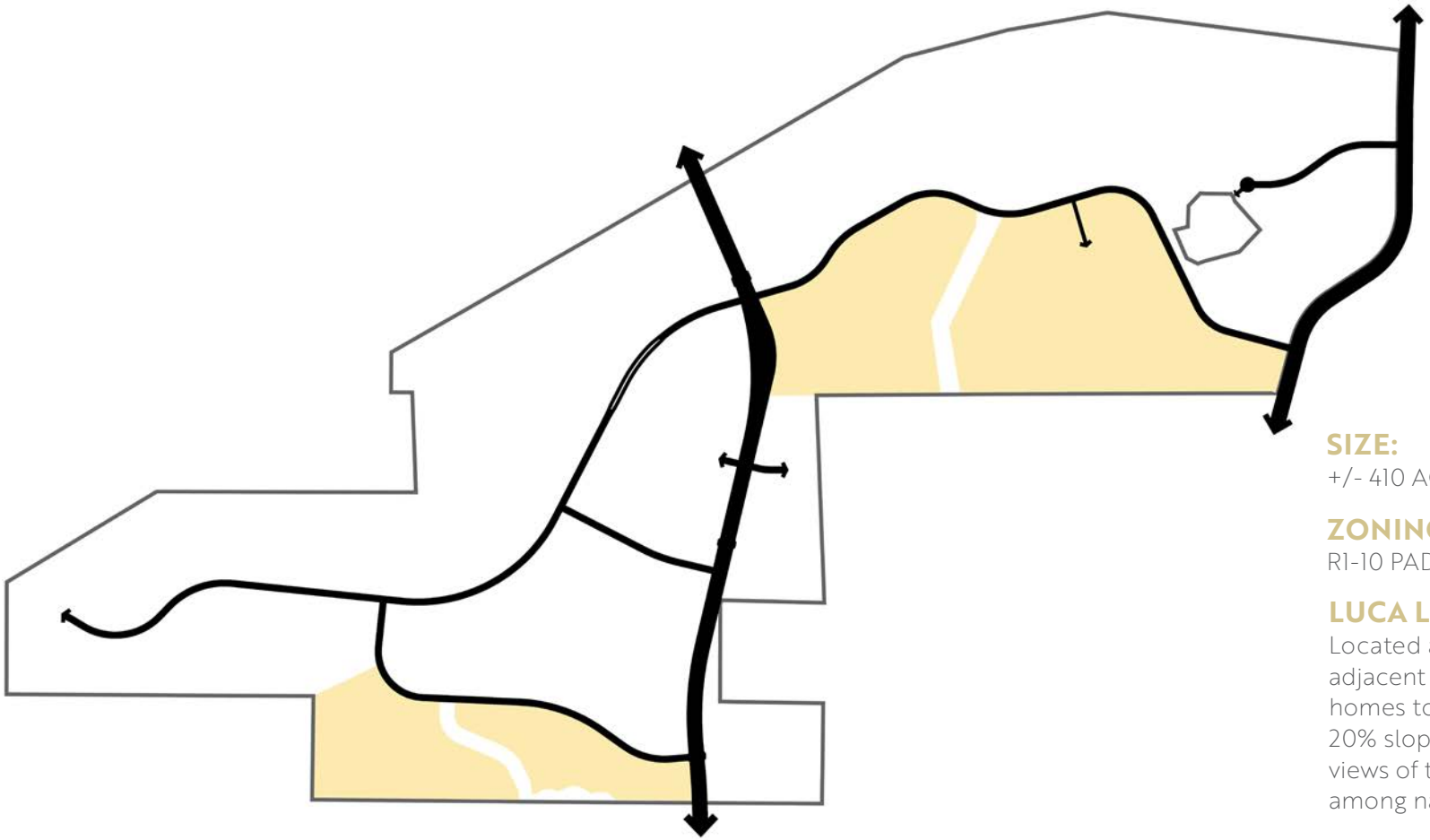
LUCA LOCATION:
Most of the property except for the Gila River, some commercial areas adjacent to Cotton Lane and Estrella Parkway, and designated wash corridors, some steep-sloped areas, and power line easements.

Village Neighborhood Conceptual Character Imagery

3.1.d. Estate Residential Character Area (ER)

The ER Character Area is the lowest density residential designation within the project and is primarily located in the steeper hillside areas of the project, where larger lot, lower density is most appropriate. This Character Area allows for larger lot single-family residential and executive housing, while preserving portions of the regulated hillside areas. The ER Character Area Low Density Residential (LDR) areas and are envisioned to have R1-10 PAD and AU PAD zoning districts.

A minimum of 100 acres of the ER LUCA must be developed using the AU PAD or R1-10 PAD zoning districts.



SIZE:
+/- 410 AC

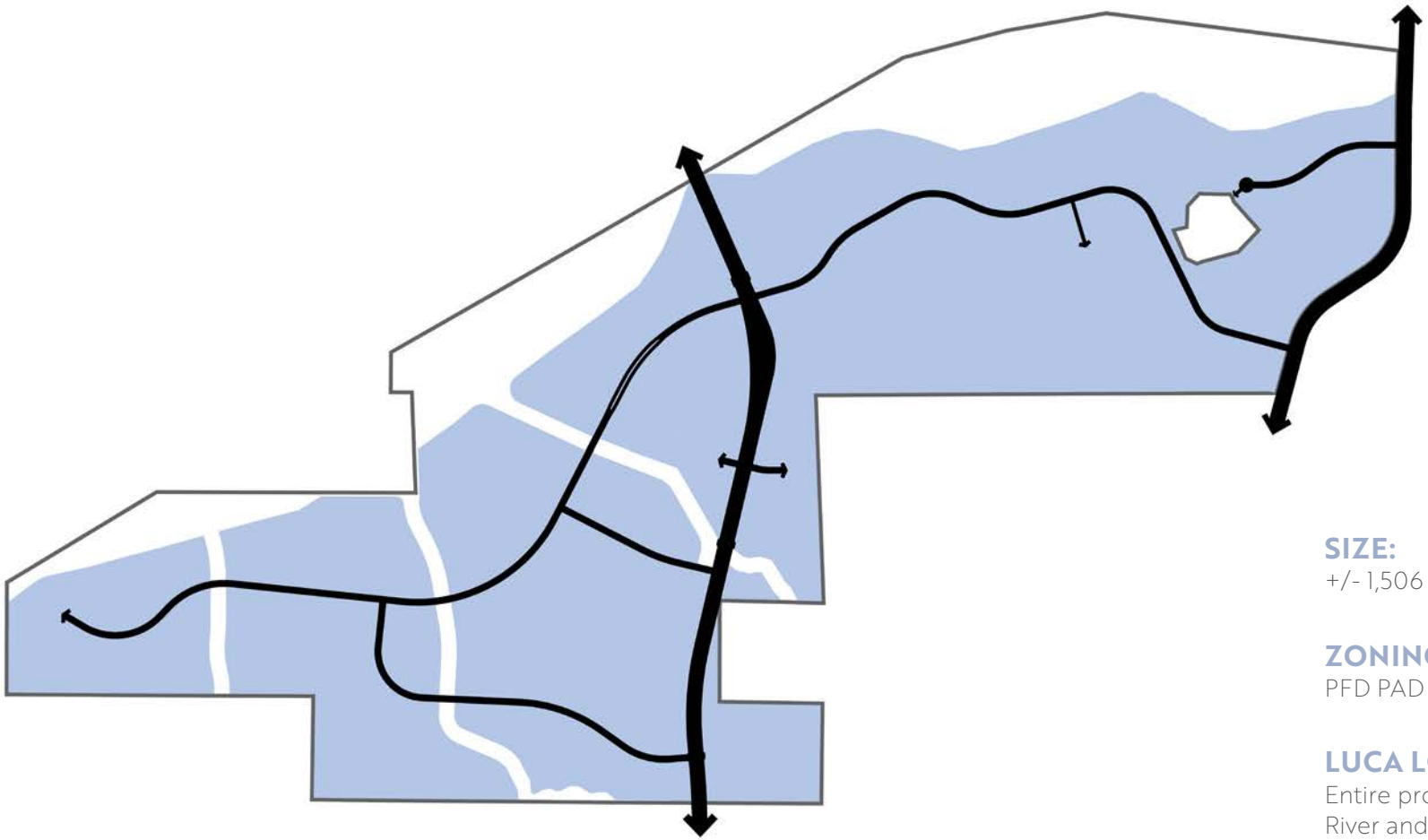
ZONING PERMITTED:
R1-10 PAD, AU PAD

LUCA LOCATION:
Located along the foothills, adjacent to existing single family homes to the south, and within the 20% slope area allowing for pristine views of the community and nestled among natural desert spaces

Estate Residential Conceptual Character Imagery

3.1.e. Civic Use Character Area (CU)

The CU Character Area includes all civic and public facilities, including schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community. This designation occurs everywhere except within the Gila River Floodway and primary drainage corridors.



SIZE:
+/- 1,506 AC

ZONING PERMITTED:
PFD PAD

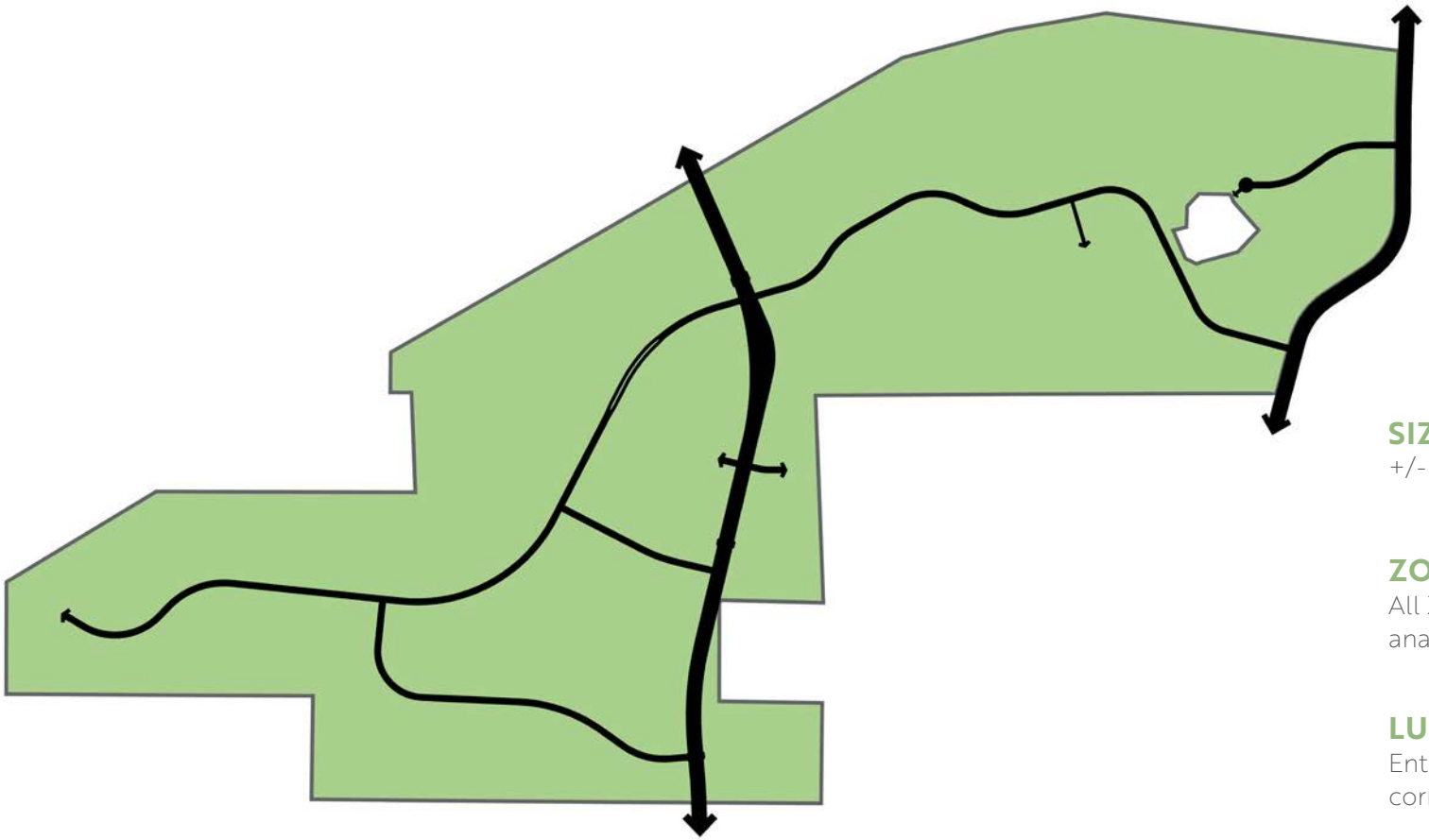
LUCA LOCATION:
Entire property area except the Gila River and designated wash corridors

Civic Use Conceptual Character Imagery

3.1.f. Open Space Character Area (OS)

The OS Character Area includes the entire property, and may consist of the Gila River floodway, steep hillside areas, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas.

A minimum of 30% of the gross project area shall be designated as open space, though much of this open space may be designated within other LUCAs as part of those overall developments. For example, a Village Neighborhood designation may include a residential subdivision with a 5-acre park. While this park is located within the Village Neighborhood Character Area, it is included in the 30% open space requirement.



SIZE:
+/- 1,940

ZONING PERMITTED:
All Zoning Districts when uses are analogous to open space

LUCA LOCATION:
Entire property including wash corridors, easements, and floodway

Open Space Character Area Conceptual Character Imagery

3.1.g. Resort Character Area (RO)

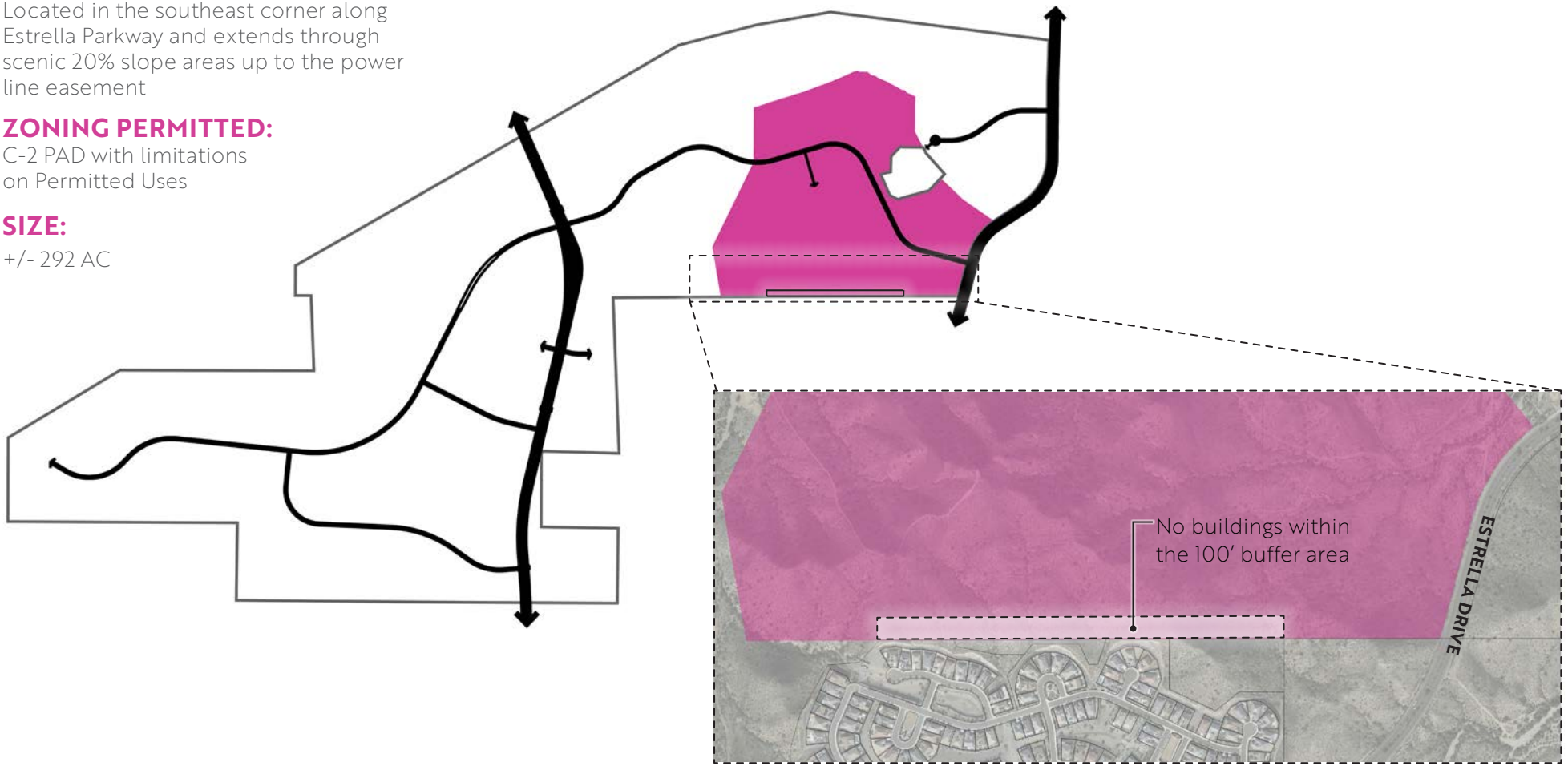
The Resort Character Area is located within the eastern portion of the property as a potential location for a resort hotel. This designation is anticipated if there is market demand for a resort hotel on the property.

The base district is C-2, but there are limitations on permitted uses within the regulatory section of this PAD to restrict uses to only those compatible with a resort hotel and ancillary uses typically provided within a resort campus. Additionally, there is a perimeter building setback buffer of 100 feet along the southern edge where adjacent to existing residential lots.

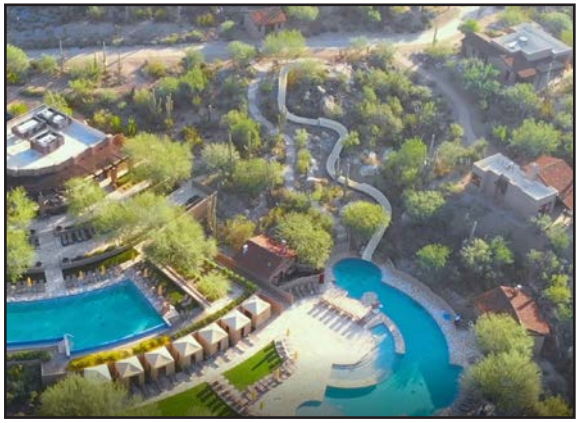
LUCA LOCATION:
Located in the southeast corner along Estrella Parkway and extends through scenic 20% slope areas up to the power line easement

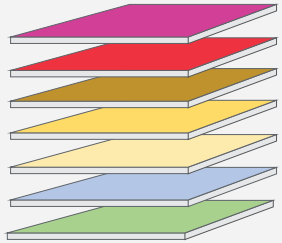
ZONING PERMITTED:
C-2 PAD with limitations on Permitted Uses

SIZE:
+/- 292 AC



Resort Character Area Conceptual Character Imagery





The Character Area land use approach is an innovative and modern land use planning technique that allows flexibility and encourages creativity throughout the long-term implementation of the development plan.

The traditional approach of separating land uses and zoning districts within a master planned community at the front end of the planning process does not adequately address the rapidly evolving nature of communities, lifestyle changes, product innovations and market adjustments over the lifespan of the community as it is being developed.

The land use framework developed for Rio 1900 creates a more strategic, flexible, and innovative approach to a master planned community, while still providing variety, diversity, and protections for the public health, safety and welfare through specific and defined development standards and regulations, ensuring quality and compatibility as the community develops over time.

See Exhibit 5, Land Use Character Areas (LUCA) Maps for the location of each LUCA within Rio 1900.

3.2 PAD Zoning District Structure

The LUCAs define where certain types of land uses and densities are appropriate within the development. The PAD Zoning Districts further define the specific use regulations and development standards that are permitted within each LUCA to ensure an appropriate mix and diversity of uses exist throughout the development. Additionally, each LUCA identifies an analogous zoning district (PAD Zoning Districts) found in the City's Zoning Ordinance that identifies permitted uses and other development standards applicable to the PAD, unless otherwise modified within this PAD Regulatory Document.

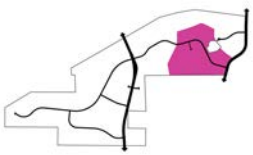
Natural features, such as drainage corridors, play a role in the location and configuration of each LUCA. As Rio 1900 develops, drainage corridors will be further defined during the design and platting process, resulting in potential changes in the shown drainage corridor locations. To accommodate a revised drainage corridor alignment, any associated LUCA can shift their boundaries as needed without triggering an amendment to the PAD.

Table 3: LUCAs and Applicable PAD Zoning Districts defines each LUCA and the applicable PAD Zoning Districts permitted within them.

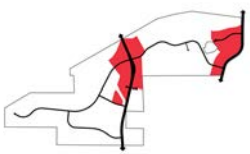
Table 3: LUCAs and Applicable PAD Zoning Districts

Character Area	AU	R1-10	R1-7	R1-6	R1-4	R1-C	R1-A	R-2	MF-12	MF-18	MF-24	C-0	C-1	C-2	PFD
Resort (1)															
Commercial Activity Center (2)															
Urban Neighborhood															
Village Neighborhood (3)															
Estate Residential (4)															
Civic Use															
Open Space															

Footnotes:
1: The Resort LUCA has limitations on permitted uses as defined within the regulatory section of this PAD.
2: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD and/or C-2 PAD Zoning Districts.
3. At full build out, a minimum of 4 different lot sizes and lot widths at least 5' apart in width and a minimum of 2 different PAD Zoning Districts must be used within the Village Neighborhood LUCA. If only 4 lot sizes are provided, each lot size shall comprise a minimum of 15% of the total number of lots. If 5 or more lot sizes are provided, the 15% standard shall not apply.
4. A minimum of 100 acres of the Estate Residential LUCA must be developed using the AU PAD or R1-10 PAD Zoning Districts.



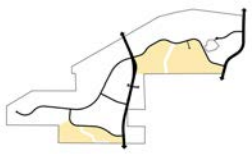
RESORT
292 AC.



COMMERCIAL ACTIVITY CENTER
300 AC.

URBAN NEIGHBORHOOD
578AC.

VILLAGE NEIGHBORHOOD
1,327AC.



ESTATE RESIDENTIAL
410 AC

CIVIC USE
1,506 AC

OPEN SPACE
1,940 AC.

4.COMMUNITY PLAN ELEMENTS

The Conceptual Community Character Area Plan (CCAP) for Rio 1900 provides for a well thought out community master plan with a flexible mix of compatible land uses, including a variety of diverse housing options and neighborhood-scaled commercial uses woven together with an efficient internal circulation system, a comprehensive network of connected trails, parks, schools, civic uses, and natural open spaces within the Gila River corridor and steep hillside areas.

The driving force behind the CCAP is the Gila River and the planned El Rio Trail to the north, the rugged terrain to the south, and the various wash corridors that dissect the property from south to north toward the Gila River. These three elements guided the planning vision and ultimate design of the CCAP. The Gila River floodplain will be preserved as open space, and the steeper sloped areas will primarily include lower density residential uses, open space and a possible resort hotel. The drainage channels, while previously disturbed due to farming activity on the property, will be carefully planned to generally follow the natural drainage channels and will be engineered to appear natural as they meander through the Site and ultimately drain into the Gila River.

The CCAP land uses are organized with the highest density uses on flatter land and closest to major transportation corridors with densities transitioning internal to the Site. Commercial uses are located adjacent to Cotton Lane and Estrella Parkway for superior access and visibility. Higher density residential uses are clustered around commercial services and primary roadways to encourage walkability near activity centers and community destinations. An approximate 30-acre Community Park is proposed within RIO 1900 and will be accessible to the public. A regional public trailhead is proposed at the confluence of the El Rio Trail and the Sarival Trail along the spine road between Cotton Lane and Estrella Parkway providing convenient access to the regional trail corridors within the Rio 1900 community. Five Neighborhood Parks are proposed within Rio 1900, all located along a linear park/open space corridor connecting all parts of the community together for pedestrians and non-motorized uses. Several additional Local Parks will be provided within the community so that virtually all residents are within an approximate ¼ mile walking distance of a developed park. Sensitivity to existing adjacent residents within the Estrella community was also considered, with compatible lower density uses proposed along the property perimeter where existing homes are located.

Exhibit 6: Conceptual Community Character Area Plan (CCAP) provides an example of how the Site may be developed at full build out in alignment with the Land Use Character Areas and the as defined in Section 3. While the specific land uses and proposed PAD zoning districts may shift following the flexibility provisions of the Land Use Character Areas, the conceptual CCAP carefully considers a balance of land uses and open spaces that reflect current market demands and coordinates with preliminary engineering reports and plans, traffic impact study, and a conceptual phasing approach. It is important to note that the CCAP is a concept only, and the actual development plans will be based on conformance with the regulatory framework established within the Rio 1900 PAD. For the envisioned zoning districts within each Land Use Character Area Schedule, please refer to Section 3. Densities will be based on several elements, such as the selected LUCA and PAD zoning district.

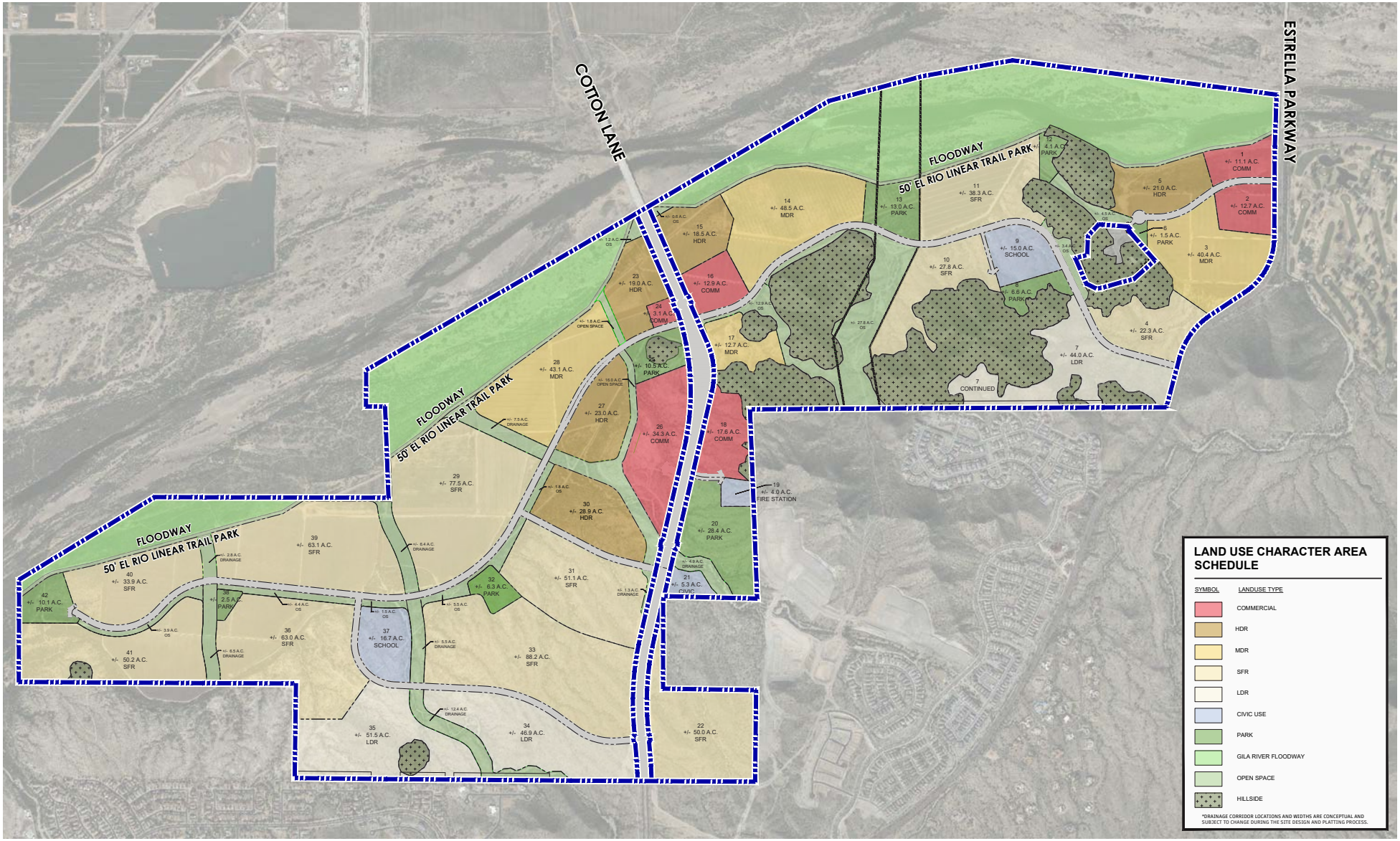


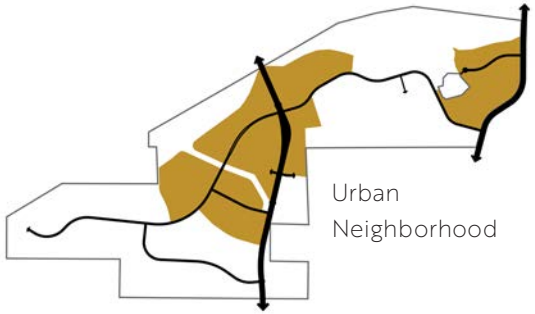
EXHIBIT 6: CONCEPTUAL COMMUNITY CHARACTER AREA PLAN (CCAP)

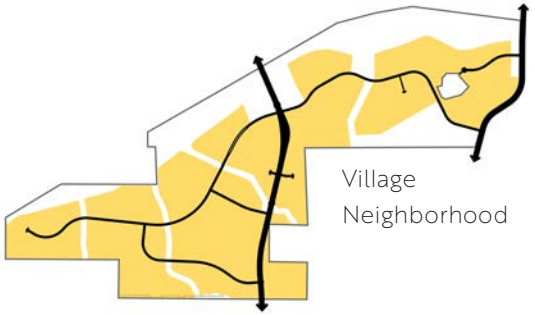
4.1. Residential Uses

The residential components of the Rio 1900 PAD include a mix of low density residential uses permitted within the Estate Residential LUCA, traditional single-family and medium density residential uses permitted within the Village Neighborhood LUCA, and high-density residential uses permitted within the Urban Neighborhood LUCA.

While there is some overlap between these LUCAs to provide land use flexibility, in general the higher density residential uses are proposed adjacent to the major transportation corridors and lower density residential is generally located in steeper terrain and adjacent to existing residential homes along the perimeter of the property. A majority of the property can be developed as traditional single-family and medium density residential, with some limitations as defined in the Character Area Maps and the regulatory development section of this PAD.

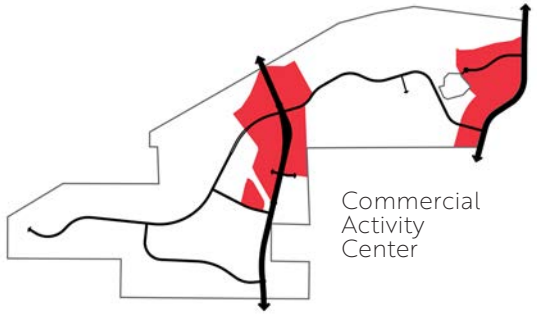
The Rio 1900 PAD calls for a maximum of 5,762 residential units, which represents a gross residential density of 2.97 du/ac based on the approximately 1,940-acre property. The overall unit count will be represented by a mix of various product types and densities ranging from as low as 1-2 du/ac detached single-family residential within the Estate residential LUCA to up to 20+ du/ac attached multi-family residential within the Urban Village LUCA.





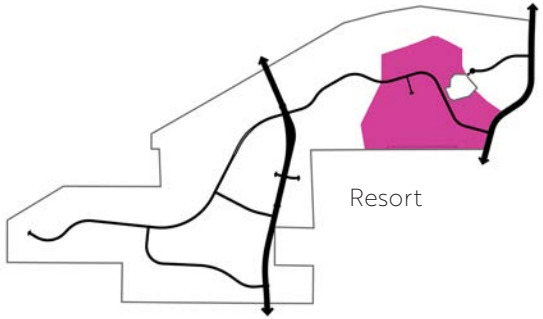
4.2. Commercial Uses

With several thousand residents planned within Rio 1900 community, the continued growth of Estrella to the south, and additional future residential development in the vicinity, Rio 1900 is well positioned to provide neighborhood and community commercial, retail, office, and employment services to support this growing population south of the Gila River. The proposed commercial parcels are located at the gateway to development south of the Gila along Cotton Lane and Estrella Parkway, the two major arterial roadways crossing the Gila River in this area. Up to 300 acres are available for commercial development within the plan under the Commercial Activity Center Character Area utilizing the C-0 PAD, C-1 PAD, and C-2 PAD zoning districts.



4.3 Resort Use

The Rio 1900 property has beautiful natural desert terrain and may be well suited to support a resort hotel within the southeastern portion of the Site. Ultimately, the market will determine if there is support for a resort hotel in this area. As such, the Resort designation is established to support all uses affiliated with a resort hotel facility.



4.4. Parks, Trails, and Open Space

Rio 1900 is being planned with an emphasis on active and passive community open spaces to support a healthy and active lifestyle for all residents. Following the guidance of the City of Goodyear's Parks and Recreation Master Plan (PRMP) and the 2035 General Plan, Rio 1900 heavily focuses on trail connectivity to ensure all residents easily connect to a variety of open spaces within the community.

To accomplish this, Rio 1900 establishes 5 trail types, the El Rio Regional Trail ("El Rio Trail," "El Rio Linear Park"), the Central Spine Trail, the Sarival Trail, Community Trails, and Local Trails. Additionally, 4 active park types will be provided, including a Community Park, 5 Neighborhood Parks, several Local Parks and several smaller Amenity Areas which may be incorporated into private developments such as individual subdivisions or gated rental communities.

Finally, the community will include a variety of additional natural and improved open spaces, including the Gila River corridor, various drainage corridors, hillside/steep sloped areas, easements, and various landscaped areas including setbacks, buffers, retention basins, etc. See Exhibit 7: Park Coverage and Open Space Plan for the general location of all open space types.

The following sections provide details on each trail, park and other open space types provided within the Rio 1900 community.

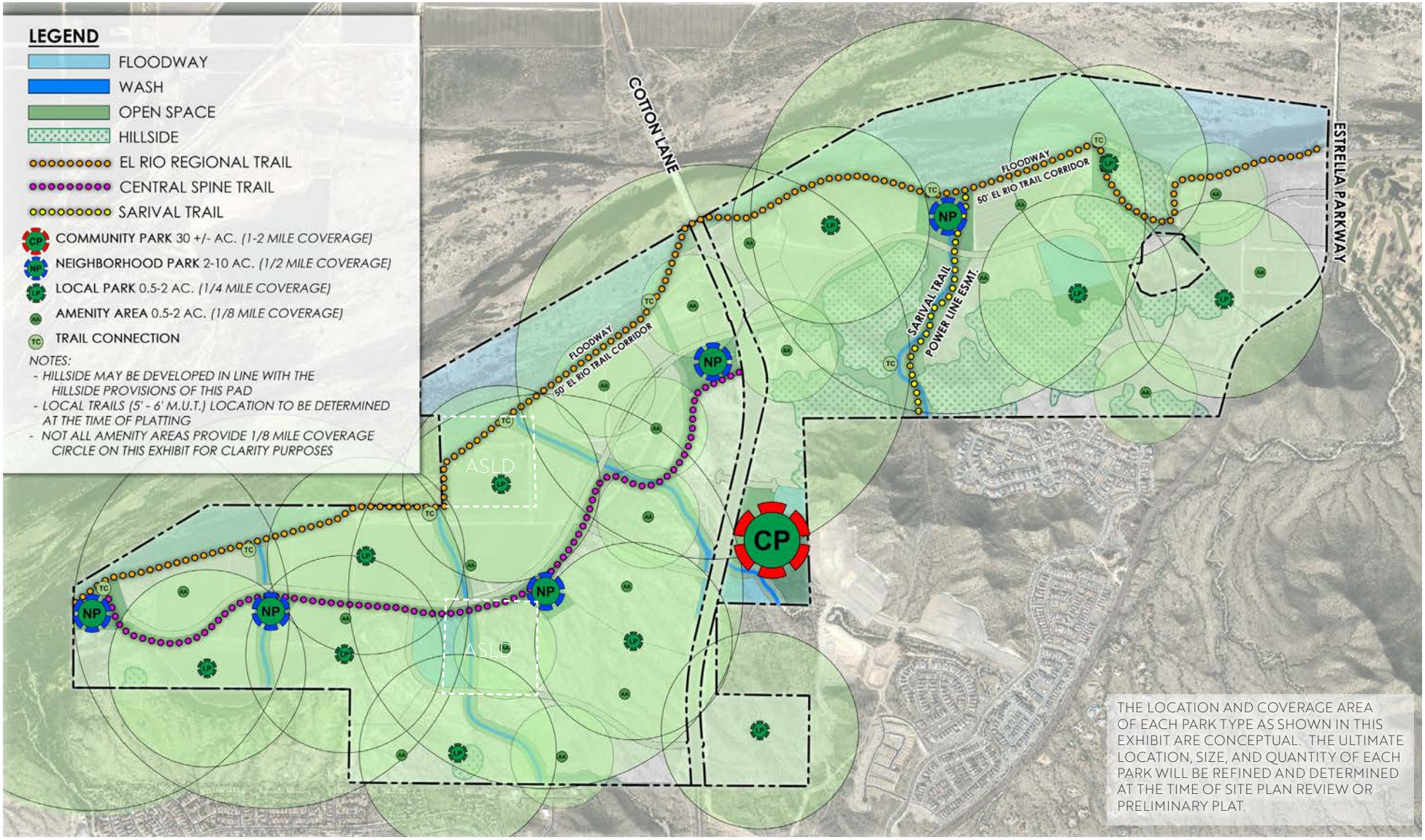


EXHIBIT 7: PARK COVERAGE AND OPEN SPACE CONCEPTUAL PLAN

4.4.a. El Rio Linear Park

The El Rio Design Guidelines and Planning Standards (El Rio DGPS) were established in 2015 and serve as a guide for the implementation of the El Rio Watercourse Master Plan. Specifically for the Rio 1900, the plan calls for an interconnected network of trails and pathways to encourage public use through ease of access.

Following this guidance, a 50-foot-wide El Rio Trail Corridor is proposed to extend across the Site along the south bank of the Gila River. Following the TR1 standards of the El Rio DGPS, the trail improvements will include a 12-foot-wide hard surface path and an adjoining 4-foot-wide natural path with landscaping and other improvements within the 50-foot-wide corridor.

See Exhibit 8A: El Rio Linear Park Conceptual Section for a graphic depiction of the proposed trail corridor and Exhibit 8B: El Rio Linear Park Conceptual Plan for a plan view of a segment of the trail corridor.

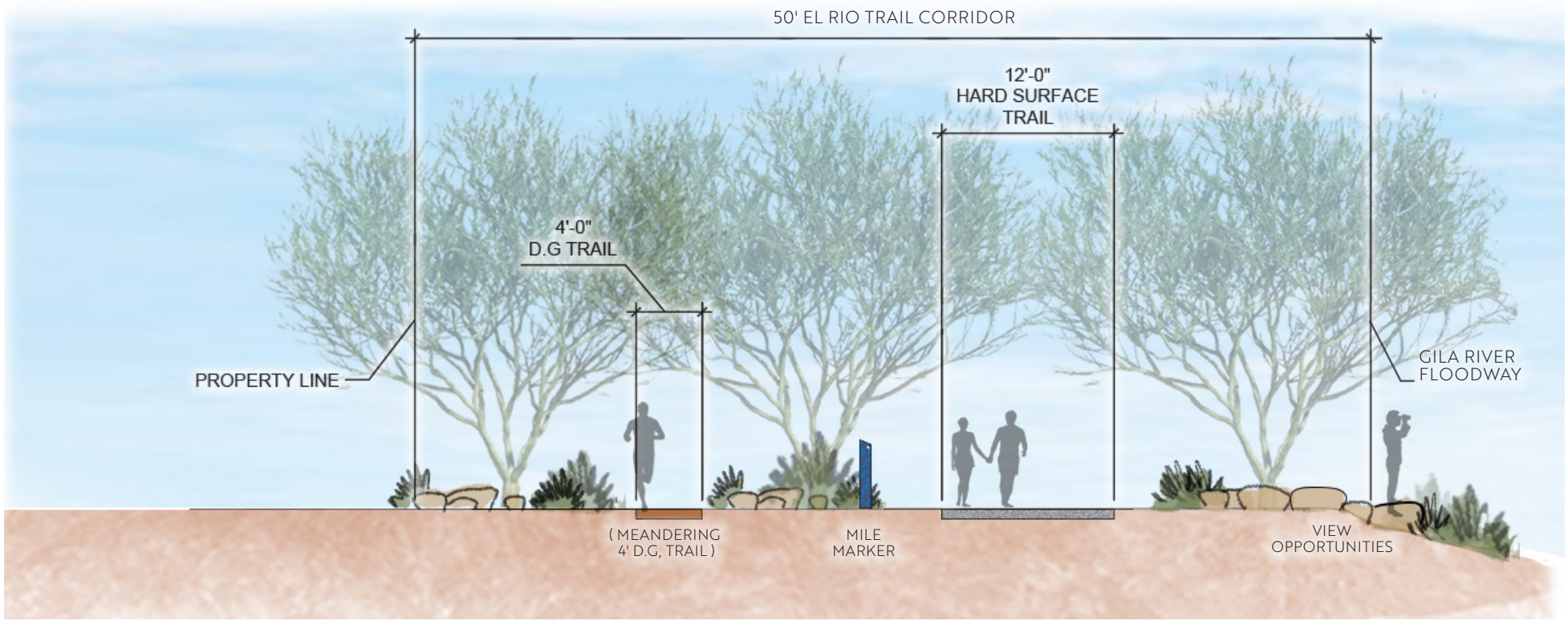


EXHIBIT 8A: EL RIO LINEAR PARK - CONCEPTUAL SECTION

While it is the intent that the El Rio Trail will meander within the 50-foot wide corridor, care will be taken to minimize areas where the primary trail is within 25' of existing or planned residential units to promote an appropriate transition zone between residential homes and active uses, particularly if there is a grade differential where the residential development is more than 1' below the grade of the trail.

Trail amenities such as natural or enhanced landscaping, benches, lighting, signage and mile markers will be provided. As noted in the City of Goodyear Parks and Recreation Master Plan 2023 (PRMP), signage and trail improvements will be clear and coordinated with off-site segments of the El Rio Trail to support consistent visual messaging to trail users. The design of the trail corridor will provide for open viewsheds to the Gila River and adjoining open spaces.

EXHIBIT 8B: EL RIO LINEAR PARK - CONCEPTUAL PLAN

4.4.b. Central Spine Linear Park Trail

In addition to the El Rio Linear Park, a central spine linear park trail will be incorporated through the center of the community, providing a highly visible and accessible linear open space system through the heart of the development.

This linear park trail will commence near the western edge of the community and generally follow the south side of the primary spine road in an east/west direction, with multiple connection points and activity nodes throughout. This linear park trail will extend through the community to Cotton Lane, where it will connect to a Community Trail on the east side of Cotton Lane with direct connection to the Sarival Trail and El Rio Trailhead. This linear open space system is intended to connect the community together creating the social network within the heart of the various neighborhoods.

This open space system will create a feeling of openness and connectedness for residents and visitors alike. Various trail connections and neighborhood and local parks will directly connect to the central linear park trail, centralizing recreational activities and creating a connected, social network where residents can gather and interact with one another throughout the various neighborhoods.

The central spine linear park trail corridor will vary in width to create the feeling of a sinuous open space corridor that naturally flows through the development, with a general width ranging from thirty to one hundred feet. The central spine trail will be incorporated through the linear park which may include an 8-foot hard surface path and/or a parallel 4-foot natural surface trail.

See Exhibit 8C: Central Spine Linear Park Trail Corridor - Conceptual Section and Exhibit 8D: Central Spine Linear Park Trail- Conceptual Imagery.

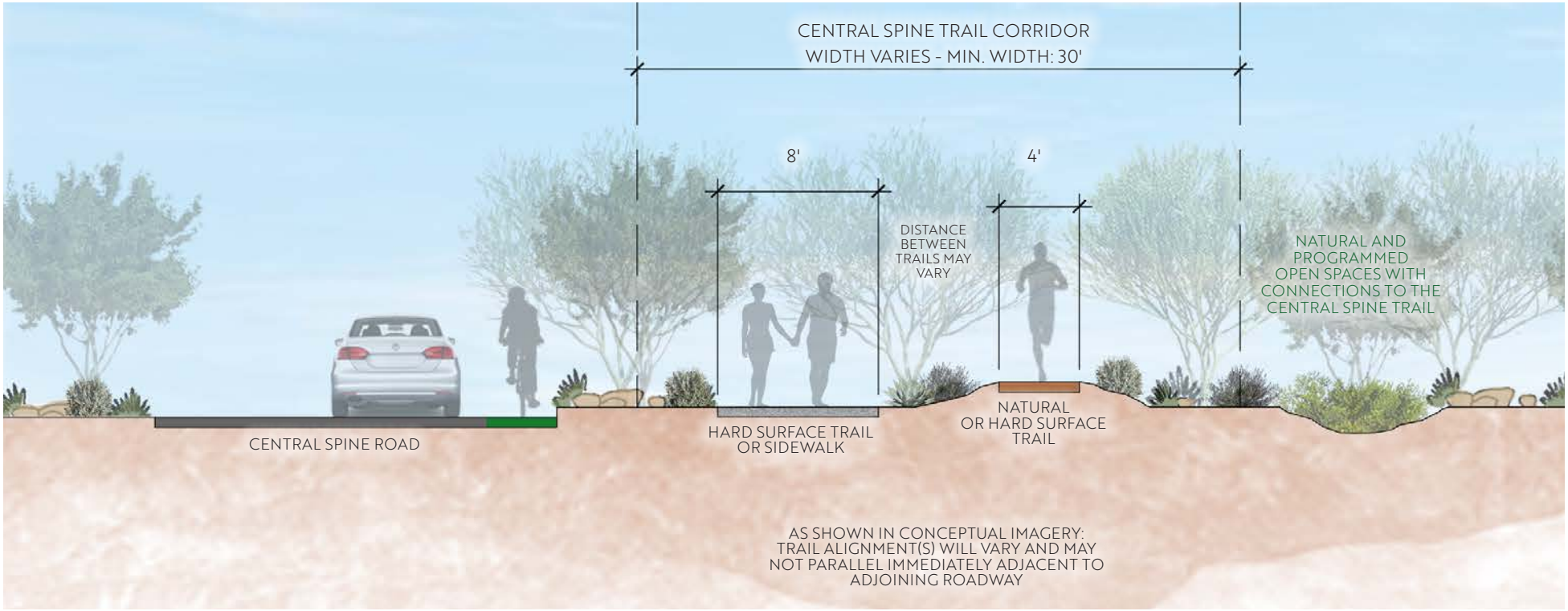
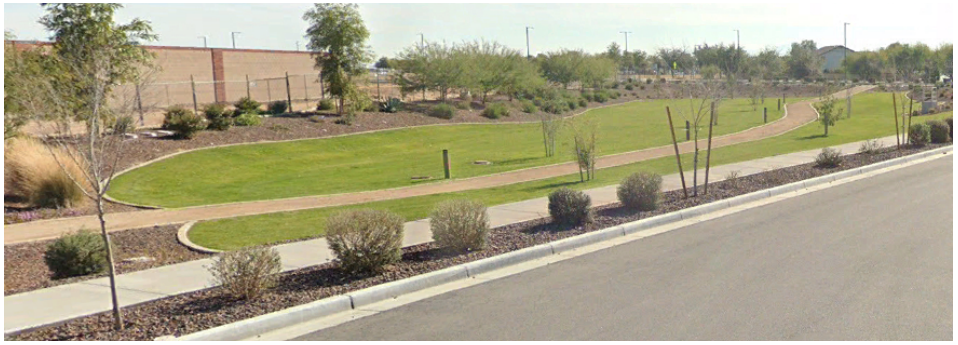


EXHIBIT 8C: CENTRAL SPINE LINEAR PARK TRAIL CORRIDOR- CONCEPTUAL SECTION

THE WIDTH OF THE CENTRAL SPINE LINEAR PARK TRAIL IS INTENDED TO VARY GREATLY AND GENERALLY BE BETWEEN 30' AND 100' WIDE. CONNECTIONS SHOULD BE PROVIDED FROM ADJOINING DEVELOPMENTS, IN THE IMAGE ABOVE, A SIDEWALK CONNECTION IS PROVIDED FROM A CUL-DE-SAC. AS SHOWN ABOVE, THE CENTRAL SPINE TRAIL SHOULD MEANDER AWAY FROM THE ADJOINING ROADWAY AT TIMES



SO LONG AS A CONTINOUS TRAIL CONNECTION IS PROVIDED, THE DESIGN OF THE TRAIL(S) MAY CHANGE ALONG THE CENTRAL SPINE LINEAR PARK. AS SHOWN ABOVE, WHERE THERE IS A SIDEWALK PARALLEL TO THE ADJOINING ROADWAY, A NATURAL SURFACE TRAIL MAY BE PROVIDED.

AS SHOWN ABOVE, THE NATURAL SURFACE PATH MAY ALTERNATIVELY BE IMRPOVED WITH A HARD SURFACE.

AS SHOWN ABOVE, WHERE A SIDEWALK IS PROVIDED ON THE OTHER SIDE OF THE ADJOINING ROADWAY THE CENTRAL SPINE TRAIL MAY VEER AWAY FROM THE R.O.W TO TRAVEL MORE CENTRALLY WITHIN THE LINEAR PARK.

WHERE THE CENTRAL SPINE TRAIL MEANDERS AWAY FROM THE R.O.W, CONNECTIONS MUST STILL BE PROVIDED AT KEY POINTS SUCH AS INTERSECTIONS. IN THE IMAGE ABOVE, THE TRAIL MEANDERS TOWARDS THE POND, AND THEN ATTACHES BACK TO THE SIDEWALK ALONG THE ROADWAY IN ORDER TO PROVIDE PEDESTRIAN CONNECTIVITY ACROSS THE INTERSECTION TO THE SOUTH AS WELL AS TO THE SIDEWALK THAT EXTENDS TO THE NORTH.

EXHIBIT 8D: CENTRAL SPINE LINEAR PARK TRAIL - CONCEPTUAL IMAGERY

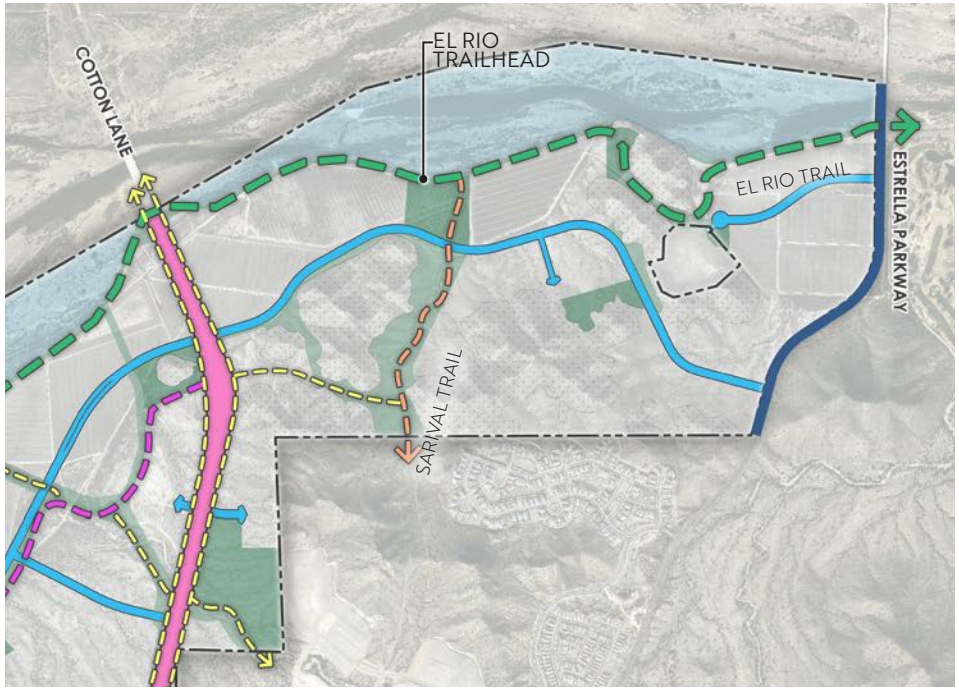
THIS CONCEPTUAL IMAGERY IS FROM SURPRISE AND SCOTTSDALE, ARIZONA. THE PROPOSED CENTRAL SPINE LINEAR PARK TRAIL MAY USE MORE NATURAL ADJOINING OPEN SPACES THAN SHOWN ABOVE, DIFFERENT AMENITIES, AND OTHER PARK IMPROVEMENTS.

4.4.c. El Rio Trailhead

An approximate 5-acre El Rio Trailhead is proposed at the confluence of the El Rio Trail and the Sarival Trail east of Cotton Lane within the existing powerline easement. The Trailhead may include parking spaces, benches and seating areas, drinking water, lighting, a shaded staging area, signage, and bike facilities.

The design of the trailhead facilities will be tailored to reflect a natural setting that is sensitive to the Gila River ecosystem. This trailhead will provide direct access to the regional trail amenities and will serve as a signature trailhead facility within the City of Goodyear for hikers, bikers, walkers, joggers, bird watchers, strollers, and anyone wanting to spend time in the outdoors.

The El Rio Trail corridor and Trailhead will connect users to other proposed uses and amenities within the Rio 1900 development, including but not limited to the Sarival Trail, wash corridor trails, internal linear open space corridor, pathways along Cotton Lane and Estrella Parkway, natural open spaces, the Community Park, and residential, civic, and commercial land uses.



LOCATION OF EL RIO TRAILHEAD

CONCEPTUAL TRAILHEAD IMAGERY

4.4.d. Community Park

As shown on Exhibit 7, Park Coverage and Open Space Plan, a Community Park is proposed along Cotton Lane at the mid-access point to the community. Conceptual details for this park are shown in Exhibit 9A, Community Park Conceptual Plan, though the final design will be determined and built by the City of Goodyear. While this location for the Community park is conceptually identified within the PAD document, the location can move as appropriate to serve the community based on final platting efforts.

The Community Park within the Rio 1900 development will incorporate approximately 30-acres and will be located to be highly visible and accessible for both Rio 1900 residents and the surrounding population the park will serve. Any proposed location will consider impacts to traffic, noise, and lighting within nearby neighborhoods, particularly during major events such as sports leagues and tournaments. The location should also provide for trail connectivity to the El Rio Trail and the Sarival Trail through a Community Trail alignment and should provide convenient vehicular, bicycle and pedestrian access to the park not just for Rio 1900 residents, but for all residents of the City of Goodyear.

The Community Park will include a variety of active amenities, which may include but not limited to disk golf course, playgrounds, interpretative nature-inspired play areas, pickleball courts, sand volleyball courts, multi-use athletic field(s), dog park, picnic areas, event lawn, restrooms, as well as passive spaces such as natural open space areas, shaded seating areas, landscaped areas and retention basins

The land for the park will be dedicated to the city to be developed as a public park. As this park will ultimately be designed and built by the City, the specific design and list of amenities, programming and services will be a collaborative effort between the developer and the City of Goodyear.

It is anticipated that the value of the land used for the Community Park may be counted towards satisfying portions of the $16 million Cotton Lane Bridge repayment to The City.

COMMUNITY PARK CONCEPT *NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.*

4.4.e. Neighborhood Parks

Neighborhood Parks will generally be between 5-10 acres in size, though each park will be sized and programmed appropriately for the area served. These parks are meant to serve residents within a ¼ - ½ mile walk and will be connected by the Central Linear Spine Park, Community Trails and/or Local Trails. The general location of the 5 Neighborhood Parks are shown on Exhibit 7, Park Coverage and Open Space Plan. While each Neighborhood Park may be programmed differently, they may be improved with amenities such as a sport court, playground, pool, open turf areas for multi-use sports fields, dog parks, ramadas, parking, etc. A minimum of one Neighborhood Park shall be programed with a community pool. These parks will be scaled to be compatible with residential neighborhoods, so facilities such as lighting, parking, etc., if provided, will be scaled appropriately to not negatively impact the surrounding residential neighborhoods. Exhibit 10A: Neighborhood Park Conceptual Plan and Exhibit 10B: Neighborhood Park Conceptual Imagery shows an example of how a Neighborhood Park may be laid out and the type of amenities that may be included.

NEIGHBORHOOD PARK CONCEPT

NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.

4.4.f. Local Parks & Amenity Areas

Local parks and amenity areas will range from .25 acres to 2 acres in size and are intended to serve homes within a 1/8 – ¼ mile walk, making them the most readily accessible parks within the community. These parks typically consist of smaller-scale active and passive amenities which may include small playgrounds, informal turf areas, shaded seating, barbeque areas, landscaping, retention basins and trails. In some cases, such as within gated rental communities, these may include higher-level amenities such as outdoor kitchens, pool and spa, dog park, clubhouse facilities, playgrounds, turf areas, etc. Exhibit 11A: Local Park Conceptual Plan and Exhibit 11B: Local Park Conceptual Imagery shows an example of how a Local Park may be laid out and the type of amenities that may be included. For the general location of all park types and approximate walking distance, see Exhibit 7, Park Coverage and Open Space Plan. For a suggested list of appropriate amenities, See Table 4, Open Space Amenity Matrix.

LOCAL PARK CONCEPT

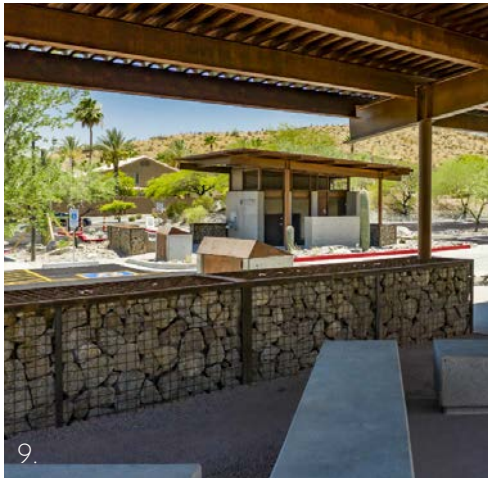
NOTE: THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.

EXHIBIT 9A: COMMUNITY PARK CONCEPTUAL PLAN

LEGEND:

1. BASEBALL FIELDS
2. SOCCER FIELDS
3. PICKLEBALL COURTS
4. BASKETBALL COURTS
5. SKATE PARK
6. EVENT LAWN
7. SPLASH PAD
8. DOG PARK
9. PICNIC RAMADA
10. AMPHITHEATER
11. PLAYGROUND #1
12. PLAYGROUND #2
13. PLAYGROUND #3
14. RESTROOMS
15. PARKING
16. LOOP TRAIL
17. MAINTENANCE BLDG.

CONCEPTUAL IMAGERY:



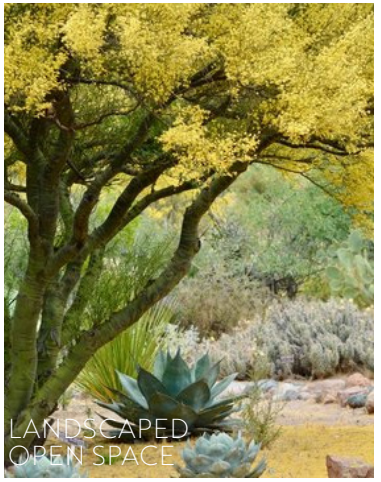


EXHIBIT 9B: COMMUNITY PARK AND CHARACTER IMAGERY

EXHIBIT 10A: NEIGHBORHOOD PARK CONCEPTUAL PLAN

LEGEND:

1. SOCCER OR MULTI-USE FIELD
2. PICKLEBALL COURTS
3. BASKETBALL COURT
4. PICNIC RAMADAS
5. TURF AREA
6. COMMUNITY TRAIL
7. PLAYGROUND #1
8. PLAYGROUND #2
9. TRAILHEAD
10. PLAZA AREA
11. PARKING
12. LANDSCAPING

CONCEPTUAL IMAGERY:

EXHIBIT 10B: NEIGHBORHOOD PARK CHARACTER IMAGERY

THE LOCATION AND LAYOUT SHOWN IN THIS EXHIBIT ARE CONCEPTUAL. THE ULTIMATE LOCATION, LAYOUT, AND AMENITIES WILL BE REFINED AND DETERMINED AT THE TIME OF SITE PLAN REVIEW. SEE SECTION 4.4.J FOR MINIMUM AMENITY REQUIREMENTS.

EXHIBIT 11A: LOCAL PARK / AMENITY AREA CONCEPTUAL PLAN

LEGEND:

1. RAMADA CENTER
2. TURF AREA
3. PLAYGROUND
4. FOUR SQUARE
5. TREE-LINED WALKWAY

CONCEPTUAL IMAGERY:

EXHIBIT 11B: LOCAL PARK/AMENITY AREA CONCEPTUAL IMAGERY

4.4.g. Trails

Rio 1900 will have a robust, inter-connected trail system comprised of 4 trail types, including the El Rio Regional Trail, Central Spine Trail, the Sarival Trail, Community Trails and Local Trails. Exhibit 12, Conceptual Trail Cross Sections highlights the various trail types, the width of the overall corridor and the trail improvements provided for each.

The largest trail type is the El Rio Regional Trail, which will include a 12' hard surface trail with an adjacent 4' natural surface trail within a 50-foot-wide corridor. Along with the trails, the 50-foot corridor will include landscaping, seating areas, signage, and other amenities. This trail will extend the entire length of Rio 1900, spanning over 3+ miles along the south bank of the Gila River.

The Central Spine Trail will run along the Central Spine Linear Park and will include an 8' hard surface trail and a 4' natural surface trail within a corridor that will range from approximately 30' to 100' in width. This trail will extend from the westernmost Neighborhood Park to Cotton Lane, where it will transition to a Community Trail east of Cotton Lane.

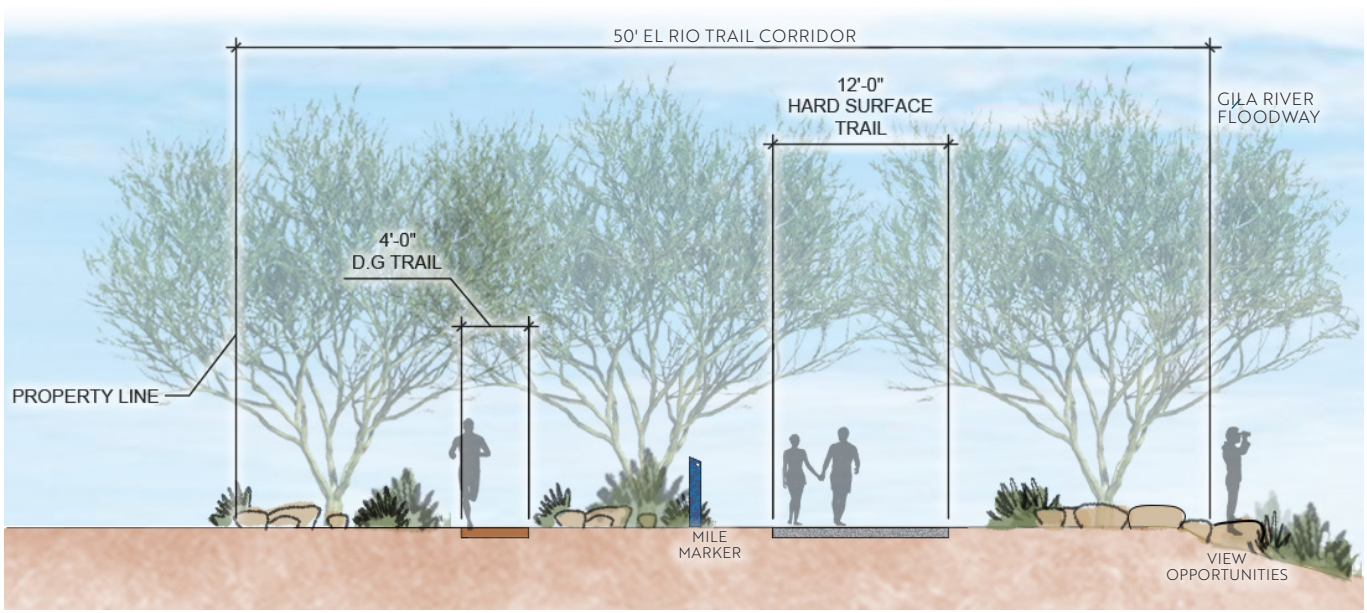
The Central Spine Trail generally follows the collector road through the western portion of the community. In order to avoid having 2 parallel sidewalks/trails adjacent to each other, the 8-foot hard surface trail or the 4-foot natural/hard surface trail may also serve as the required street sidewalk on the south side of the adjacent collector road and can be located all or partially within the ROW or anywhere within the minimum 30-foot-wide open space tract.

The Sarival Trail will be a natural trail within the existing powerline easement east of Cotton Lane. The Sarival Trail will connect to the El Rio Trail at the El Rio Trailhead on the north end, and to the existing/planned natural surface trails in the Estrella Foothills Community at the south end. This will provide for a regional north/south trail connection, connecting multiple communities from the Gila River to the Estrella Mountains.

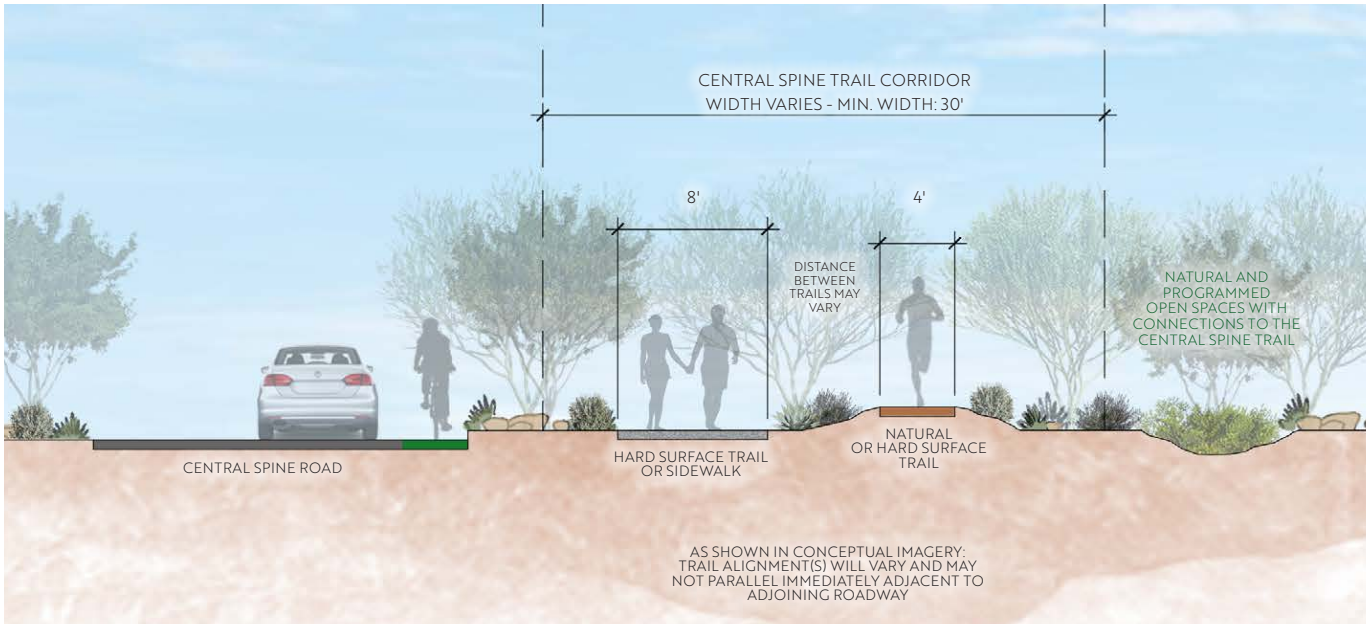
Community Trails will run adjacent and parallel to the primary drainage corridors running north to south through the community, and along Cotton Lane and Estrella Parkway. These trails will be 8' in width, may be natural or hard surface and will be provided within a 15'-20' dedicated trail easement. Note the trails/sidewalks adjacent to Cotton Lane and Estrella Parkway will be hard surface and will be included within the dedicated ROW. The Community Trails will generally connect from the south perimeter of the property to the El Rio Trail, providing multiple circulation connection points for non-vehicular travel through the community.

Local Trails make up the remainder of the comprehensive trail network. These include 4'-6' natural or hard surface trails integrated within the collector roadway system, and within and between Neighborhood and Local Parks, Schools, and community subdivisions. The location of these trails will be determined on a phased basis during the platting and/or site planning process and may include a mix of sidewalks within local street networks and dedicated trail corridors through open spaces within subdivisions.

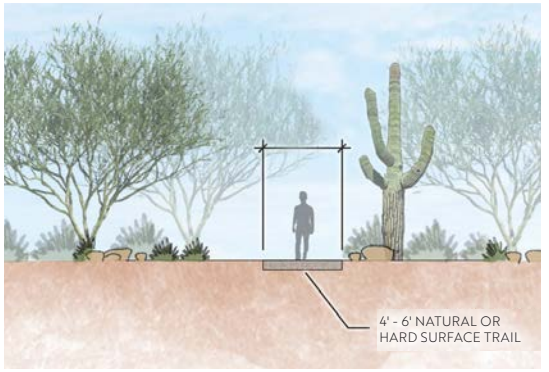
See Exhibit 13, Bike, Pedestrian and Vehicle Circulation Plan for the general location of all trail types, as well as Exhibit 7, Park Coverage and Open Space Plan, and Exhibit 12, Conceptual Trail Cross Sections.



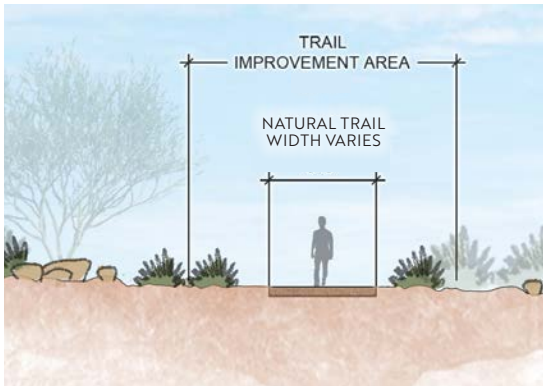
EL RIO REGIONAL TRAIL



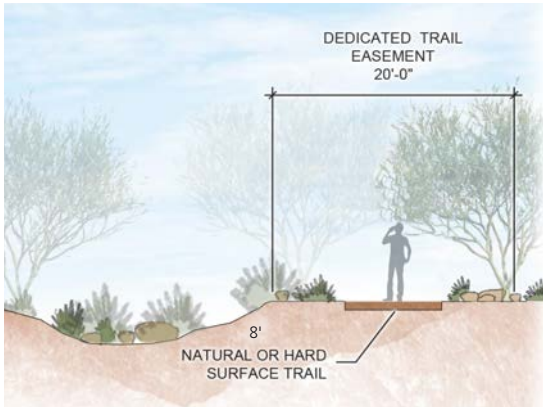
CENTRAL SPINE TRAIL



LOCAL TRAILS



SARIVAL TRAIL



COMMUNITY TRAILS

EXHIBIT 12: CONCEPTUAL TRAIL CROSS SECTIONS

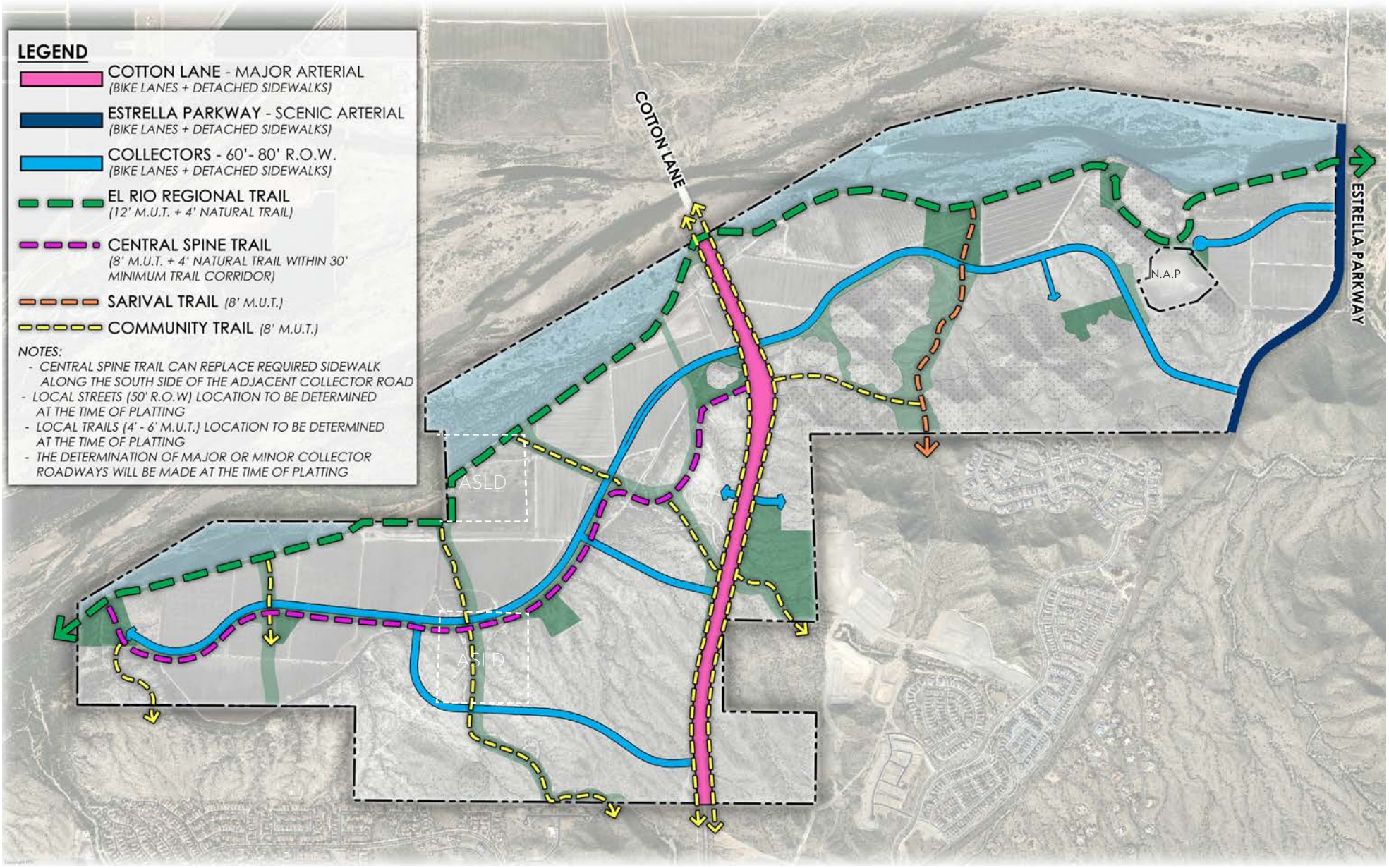
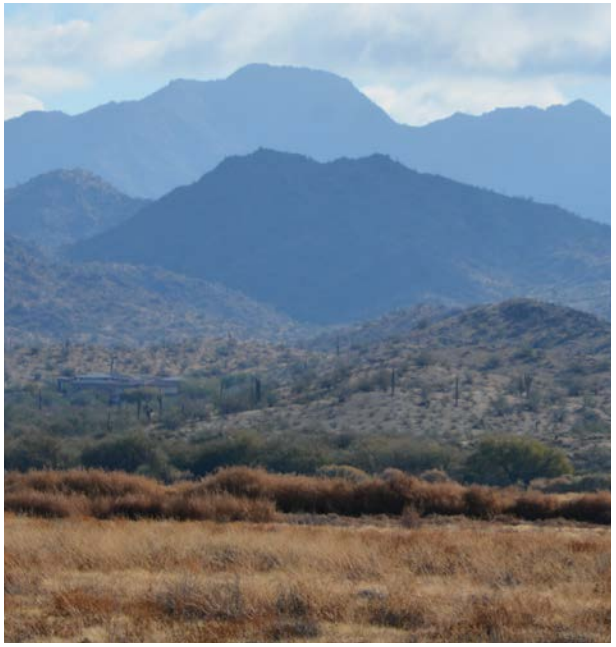


EXHIBIT 13: BIKE, PEDESTRIAN, AND VEHICLE CIRCULATION PLAN



4.4.h. Natural Open Space

The Rio 1900 property includes a diverse landscape, including a portion of the Gila River corridor, various natural and improved wash corridors, and steep-sloped areas, all of which make the property unique and special. Many of these areas should be protected, preserved, and celebrated where appropriate within the community. The Gila River defines the northern boundary of the developable area of the Site. While most of this area will remain natural, some revisions to the wider floodplain will accommodate new development, and the south bank of the river will be stabilized and improved with the El Rio Regional Trail and open space corridor for all to enjoy.

Steep-sloped hillside areas cover portions of the Site primarily near the southern perimeter of the property west of Estrella Parkway. Hillside areas provide opportunities for natural open space, trails, scenic overlooks, and low density residential and/or resort development. Section 6.2 provides Hillside Development Standards to balance development in these sloped areas to ensure the unique character of the terrain remains, while allowing some appropriate development within these areas. As a total, 50% of the hillside areas over 20% slope will be preserved as permanent open space, with the remainder permitted for sensitive hillside development.

There are several washes that flow generally from the southeast to the northwest across the Site. Most of these washes have been disturbed and/or modified by farmers to aid in capturing and diverting stormwater runoff within, around and through the farm fields on the property. A majority of these washes will be redesigned to carry off-site water safely and efficiently through the Site, and care will be taken to blend these corridors into the built environment as the project develops over time. Community Trails will be provided along these washes to connect residents to the El Rio Regional Trail, the Central Spine Trail, as well as to other open spaces, commercial, civic, and residential uses across the Site.

4.4.i. Passive Open Space

In addition to the active and natural open space areas, passive open spaces will play an important role for the community. Passive Open Spaces create opportunities for residents to calmly experience the outdoors both physically and visually. Passive Open Spaces may consist of perimeter landscaped setbacks or other landscaped areas, retention basins, entry features and perimeter street landscaping. These passive open spaces will provide visual relief to the developed areas and will be designed to enhance the overall character and beauty of the Site.

4.4.j. Open Space Amenities Matrix

Table 4, Open Space Amenities Matrix provides a matrix of open space amenities that may be included within each open space type, including Community, Neighborhood, and Local Parks, trail corridors, natural open spaces, hillside areas, and wash corridors.

This matrix provides flexibility for developers to choose from a variety of improvements to include in each open space type, while ensuring a broad mix of amenities is provided within the overall community.

This matrix is not intended to be exhaustive, or regulatory, there may be various other amenities that are not provided within the matrix that are appropriate for each open space type. This is intended to serve as a general guide for the types of amenities that may be appropriate for each open space type.

Table 4: Open Space Amenity Matrix

	Community Park	Neighborhood Park	Local Park	Amenity Area	El Rio Linear Park	Central Spine Linear Park	Natural Open Space	Improved Wash Corridors	Undeveloped Hillside Open Space
Ampitheater/Event Area	■								
Baseball/Little League Fields	■								
Dog Park	■	■	■						
Football/Soccer Flex Field	■								
Great Lawn/Multi-Use Fields	■	■							
Turf Areas	■	■	■		■	■			
Outdoor Fitness Center	■				■	■			
Large Play Ground (5-12 years)	■	■	■						
Tot Play Ground (2-5 years)	■	■	■						
Pickleball/Tennis Courts	■	■							
Pond	■								
Ramada/Picnic Area	■	■	■		■	■			■
BBQ Area	■	■	■		■	■			■
Restroom	■				■				
Concession Stand	■								
Splash Pad	■								
Retention Basins *	■	■	■		■	■	■	■	
Paved Trails	■	■	■		■	■		■	
DG Trails	■	■	■		■	■	■	■	■
Basketball/Multi-Use Sports Court	■	■							
Native Planting Areas*	■	■	■		■	■	■	■	■
Trail Head	■	■			■	■			■
Pool/Spa	■	■							
Recreation Center	■	■							
Parking*	■	■			■	■			
Seated Viewing Area	■	■			■	■			
Signage *	■	■	■		■	■	■	■	
Volleyball (Sand or Court)	■	■							
Skatepark/Bikepark	■								
Landscaping *	■	■	■		■	■	■	■	■
Natural Desert Land *	■	■	■		■	■	■	■	■

** These amenities do not count toward the required minimum number of amenities per Table 5.*

Table 5 below establishes the minimum number of amenities that is required for each open space type. For example, a larger Community Park should have more amenities than a much smaller local park. Also, the amenities provided at a Local Park should not attract residents from outside a ¼ mile walking shed. As an example, if public parking, restrooms, and a sport field are provided at a Local Park, the park may become too busy for the immediate surrounding residents to rely on it as an available open space to enjoy.

Note that certain amenities listed on Table 4 do not count as amenities for purposes of meeting the requirements listed in Table 5, including retention basins, native planting, landscaping, parking, and natural desert land. Additionally, multiple items of the same amenity within a park cannot be counted more than once. For example, if 2 pickleball courts are provided within a park, that accounts for 1 amenity per the table below.

Table 5: Amenity Requirements by Open Space Type

Open Space	Min. # of Open Space Amenities
Community Park	10
Neighborhood Park	6
Local Park	4
Amenity Area	2
El Rio Linear Park	5 amenities for every 1,320 linear feet (1/4 mile)
Central Spine Linear Park	2 amenities every 1/4 mile (1,320 feet)
Natural Open Space	0
Improved Wash Corridors	2
Undeveloped Hillside Open Space	0

4.4.k. Comparison/Compatibility with the General Plan and Parks Game Plan

Rio 1900 has been carefully planned to integrate the open space and trail guidance of the Goodyear 2023 Parks and Recreation Master Plan (PRMP) and the 2035 General Plan. Both documents focus heavily on trail improvement and interconnectivity of trails across the City. Rio 1900 proposes several miles of trails which will connect to existing and future planned off-site trails. Approximately 600 acres of parks, trail corridors, washes, and natural open spaces are included in Rio 1900.

The proposed Community Park will provide a variety of amenities and will be accessible to the public by vehicle, bike, and foot, and the proposed El Rio Trailhead will serve as a regional public trailhead. The Neighborhood Parks and Local Parks will ensure that each resident is within an approximate ¼ mile from a park. As guided for by the PRMP and General Plan, the proposed open space and trails programming provide a connected balance of a variety of open space types evenly across the Site.

4.5. Transportation / Circulation

Transportation and multi-modal connectivity are critical aspects of the Rio 1900 community. Providing safe and convenient opportunities for vehicles, bicycles, pedestrians, and other modes of travel to accommodate users of all levels is important to the overall health, safety and mobility of a diverse community. The Rio 1900 plan includes a layering of various transportation options, including roadways, bicycle lanes, sidewalks, and a comprehensive trail system, all interconnected to provide various options for residents, workers, and visitors to circulate throughout the community.

4.5.a. Cotton Lane

Cotton Lane is designated as a major arterial in accordance with the City of Goodyear's 2023 Transportation Master Plan. A major arterial is designed for vehicular mobility over moderate trip lengths and is generally designed at-grade with 6 traffic lanes, bicycle lanes, detached sidewalks, a raised median, and landscaping within a 130-foot cross section. Cotton Lane is partially built through Rio 1900 with 1 lane in each direction. To the north, the Cotton Lane Bridge has been constructed over the Gila River with 4 lanes and a wide center median to allow for expansion to its ultimate 6-lane configuration. South of the property, Cotton Lane transitions back to 4 lanes as it enters the Estrella community. The City has a current CIP project underway to expand Cotton Lane from 2 lanes to 4 lanes through Rio 1900 to serve current regional traffic needs.

The Rio 1900 development will provide for Cotton Lane improvements adjacent to the property on a phased basis as the project is developed over time in accordance with an approved traffic study and City requirements.

4.5.b. Estrella Parkway

Estrella Parkway is designated as a Scenic Arterial per the City's Transportation Master Plan. Scenic arterials are designed to transport vehicular traffic, but also to act as the City Center loop gateway for residents, workers, and visitors. Estrella Parkway, adjacent to Rio 1900, is designed as an at-grade roadway with 4 traffic lanes, and will include bicycle lanes, detached sidewalk, and a raised, landscaped median within a 150-foot cross section. The additional right-of-way allows for enhanced landscaping to ensure an inviting environment along the scenic corridor. Estrella Parkway is partially built adjacent to Rio 1900, with 4 travel lanes, bicycle lanes on both sides and a raised center median with landscaping. No curbing or detached sidewalks are constructed and will be provided along the west side of the road when Rio 1900 is developed on a phased basis.

4.5.c. Collector Loop Roads

Rio 1900 will provide for major and minor collector roads based on the traffic impact analysis. Major collector roads carry lower traffic for shorter distances while providing direct access to adjacent homes and commercial activities. Major collectors provide 4 traffic lanes, bicycle lanes, a raised median, and 2 detached sidewalks within an 80-foot cross section. Minor collectors also carry limited through traffic and provide property access, but with lower volumes than a major collector. Minor collectors will have 2 traffic lanes, bicycle lanes, and at-grade median, and detached sidewalks within a 60-foot cross section. The major and/or minor collector roads will be constructed on a phased basis as the project develops in accordance with an approved traffic study for each phase of development. The precise location and classification of major and minor collectors will be determined through an approved traffic impact analysis.

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4.5.d. Bike Lanes

All arterial and collector roads within the development will include bicycle lanes within the designated right-of-way to provide for a convenient alternative mode of travel to the automobile. Additionally, the El Rio Trail will be designed as a 12-foot multi-use trail that will support bicycles as well as other modes of non-vehicular travel.

4.5.e. Pedestrian Circulation

All arterial and collector roads within the development will provide detached sidewalks to provide for safe and convenient pedestrian movement throughout the community. All local residential streets will provide for attached or detached sidewalks with the possible exception of residential streets within the Estate Residential LUCA, where a rural street section may be supported based on the low-density nature of the development. Pedestrians can also use the comprehensive trail system for another layer of mobility, including the El Rio Trail, Central Spine Trail, the Sarival Trail, the Community Trails and the Local Trails throughout the community.

See Exhibit 13, Bike Pedestrian, and Vehicle Circulation Plan for the location of these trails and roadways. (Local Trails are not shown in Exhibit 13 as the locations will vary based on the phased development of individual neighborhoods)

4.6. Utilities and Infrastructure

4.6.a. Water

Rio 1900 is proposing a water transmission and distribution system to provide water service and fire protection to the development. The water transmission and distribution system design will follow the criteria presented in the City of Goodyear Design Standards and Policies Manual, and the City of Goodyear Integrated Water Master Plan. The proposed water transmission and distribution system may receive water service from a possible on-site water campus, if needed, with connections to the existing 20 and 30-inch water mains in Cotton Lane and the existing 16-inch water main in Estrella Parkway. Additional details of the water distribution system are available within the Rio 1900 Water Master Plan.

4.6.b. Sewer

Rio 1900 is proposing a sewer collection system to provide sewer service to the development. The sewer collection system design will follow the criteria presented in the City of Goodyear Design Standards and Policies Manual, August 2017. The proposed sewer collection system will flow by gravity into one of 3 proposed lift stations. The proposed lift stations will pump sewer flows through force mains to the existing 157th Avenue Wastewater Treatment Plant. Additional details of the sewer collection system are available within the Rio 1900 Wastewater Master Plan.

4.6.c. Drainage

According to the Maricopa County, Arizona, and Incorporated Flood Areas Flood Insurance Rate Map (FIRM) panel numbers 04013C2145N, 04013C2605N, & 04013C2625N, the Rio 1900 site falls within Special Flood Hazard Area (SFHA) Zones A, AE, and X.

Three major washes cross the Site and are delineated as FEMA SFHA Zones A and AE. Minor washes also impact the southern and western boundaries that are not delineated as SFHAs. All offsite flows generally travel across the Site from southeast to northwest and ultimately outfall to the Gila River, which bounds the Site along the north boundary. Where necessary and appropriate, engineered channel design will be implemented to re-route flows through the Site to their historic outfall. Engineered channels will be carefully designed to blend with the surrounding landscape and take on a natural appearance.

The Site is adjacent to the Gila River, and it is understood that the construction of this development requires a Conditional Letter of Map Revision (CLOMR) and subsequent Letter of Map Revision (LOMR) for the anticipated impacts to the currently effective Special Flood Hazard Areas (SFHA). The impacts include encroachments and fill placement within the existing floodplain due to the proposed lot layout. However, the proposed lot layout will not encroach into the effective regulatory floodway.

Furthermore, finished floor elevations will be designed with a minimum of 1 foot of freeboard above the adjacent water surface elevations (WSE) within Gila River based on the proposed conditions prepared in the CLOMR. Erosion Hazard Setbacks (EHS) will be proposed as part of the CLOMR and adequate scour protection will be installed where lots are within the EHS line in accordance with Arizona Department of Water Resources Flood Warning and Dam Safety Section's State Standard for Watercourse System Sediment Balance.

Onsite flows will be collected within local streets and collector roads and conveyed to scuppers and/or catch basins leading to various retention basins throughout the Site. Retention basins will be designed to retain the runoff from the 100-year, 6-hour event for the drainage areas contributing

to them, with the exception of retention basins adjacent to the washes. Those basins will be designed for the increase in post-development flow or first flush, whichever is greater in these areas. A waiver will be obtained, if necessary, in support of this approach.

Retention basins will be designed to have a maximum ponding depth of 3 feet, with an additional 1 foot of freeboard, and will be designed in coordination with the landscape architect to allow for aesthetically pleasing and hydraulically efficient multi-use facilities. Additionally, the basins will be designed to drain within 36 hours following the end of a storm event by percolation or bleedoff and, if needed, drywells.

4.6.d. Dry Utilities

Rio 1900 will utilize existing dry utilities along Cotton Lane and Estrella Parkway to serve the Site. If capacity is not available additional improvements will be made to supply the Site based on needs of the development and working with each dry utility company.

4.6.e. Infrastructure Phasing

Rio 1900 will be developed in multiple phases as market conditions warrant. Improvement plans for each phase will be submitted to the City as such phases develop to ensure proper and orderly development. The infrastructure, public facilities, parks, and community amenities will be built in phases, and in many cases, will be constructed concurrently with the parcels being served. Infrastructure improvements will be designed and sized to accommodate planned improvements with each phase of development and may be expanded at the time of the initial installation or in the future to accommodate additional development. Infrastructure required to serve each parcel (beyond the boundary of the parcel) may need to be installed with or before the parcel improvements.

4.6.f. Infrastructure Master Reports

Rio 1900 includes, by reference, infrastructure master reports for water, wastewater, drainage, and transportation (individually, "Master Report," or collectively, "Master Reports") that provide the guidance for infrastructure to assure that the development can be reasonably accommodated in an orderly fashion. Ultimate infrastructure improvements will be based on actual subdivision plats and development plans.

Updates to a Master Report may be required by the City's Director of Engineering or designee, to the extent reasonably necessary, to address significant changes made to the land use and infrastructure assumptions originally approved in a Master Report. Additionally, if an approved Master Report provides sufficient analysis and detail, and development shown on a preliminary plat or site plan is equal to or less intense than that assumed in the Master Report, the City's Director of Engineering or designee may waive the Preliminary Report requirement.

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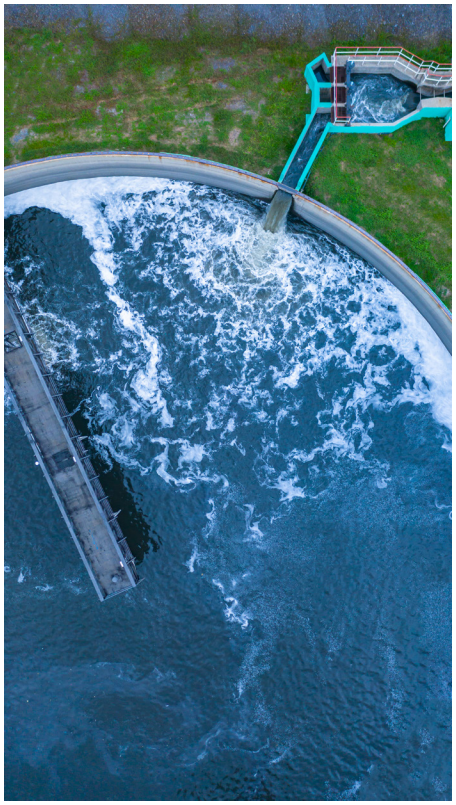
GOODYEAR FIRE DEPARTMENT



SCHOOL BUS

4.7. Public Facilities

4.7.a. Schools

In 2004, an Agreement of Understanding was recorded between the Buckeye Union High School District #201 (BUHS), Liberty Elementary School District #25 (LES) and the King Ranch Project, now referred to as Rio 1900. This agreement outlines that certain fees per residential dwelling unit will be provided to BUHS and that 2 school sites will be donated to LES. Exhibit 6, Conceptual Community Character Area Plan identifies 2 potential school sites on the property, though the precise size, number of schools, and location are conceptual and will be coordinated with the School District.

Rio 1900 will follow the provisions of this agreement or as all parties may agree to amend in order to appropriately respond the current and future school needs within the Rio 1900 community.

4.7.b. Fire Station

Rio 1900 is proposing a site for a Fire Station to serve the community and surrounding area. The proposed site is approximately 4 net acres in size and is centrally located just east of Cotton Lane along the collector road accessing the Community Park. This site was proposed based on its central location for the community and superior access to a future signalized intersection at Cotton Lane. The final approval of any proposed fire station site rests solely with the Fire Chief.

4.7.c. Water Campus

If needed, Rio 1900 will provide a water campus to provide adequate water pressures and flows to the development. The exact details of the potential water campus and design requirements are still being discussed with the City of Goodyear. A potential water campus design would be anticipated to include water storage, a booster pump station, a well, and possibly a water treatment system. The capacities of the water campus appurtenances will follow the City of Goodyear Design Standards and Policies Manual, August 2017, and the City of Goodyear Integrated Water Master Plan 2016. Additional design details for the water campus are available within the Rio 1900 Water Master Plan.

4.8. Goodyear General Plan Conformance Analysis

The Site is designated by the 2035 General Plan's Land Use Map as Neighborhoods and Open Space and partially overlaid by the Farm Focus Area and the Aggregate Mining Overlay. All proposed land uses of Rio 1900 align with the Applicable Zoning Districts identified by the General Plan for the Neighborhoods and Open Space Land Use designations. It should be noted that the Applicant has filed a Minor General Plan Amendment to modify 33-acres of land within the ASLD property from Open Space to Neighborhoods in an area outside the Gila River floodway that is more suitable for residential development. It is anticipated that this GPA will be approved prior to the PAD being approved.

Chapter 9 of the 2035 General Plan establishes suggested Development Standards to guide future development. Many of these suggested Development Standards have been incorporated into Rio 1900 as Design Guidelines to ensure the function and appearance of the Site meet the expectations of the community and the goals of the General Plan.

The 2035 Goodyear General Plan assigns goals to Chapters 3-8. These Chapters guide for Goodyear to be Livable & Connected (Ch. 3), Inclusive & Diverse (Ch.4), Healthy & Sustained (Ch.5), Resilient & Safe (Ch. 6), Prosperous & Innovative (Ch.7), and Responsive & Accessible (Ch.8). Following each of these goals the General Plan provides several policies or guidelines that proposed developments may follow in order to accomplish the respective goal.

Listed below are the most applicable goals of the General Plan and a summary of how Rio 1900 meets and/or exceeds the goal.

Livable and Connected

Goal LC-1: A compatible mix of land uses that foster a high quality of life in a distinctive way that is unique to the city.

Rio 1900 provides for a mix of urban, suburban, and rural residential densities and housing types throughout the Site. The Land Use Character Areas (LUCAs) allow for land use resiliency and flexibility while still supporting an appropriate mix of densities and product types, ensuring diversity of housing product to serve a variety of lifestyle choices for residents. Higher densities and intense land uses are permitted closer to arterial roadways or where only a short connection from the proposed collector roadway is needed to get to an arterial. As shown on the LUCA exhibits, the higher density and more intense land uses are not permitted next to the existing single-family homes to the south. The lower density and less intense land uses are permitted across the Site including where they are adjacent to existing single-family residential to the south.

The overlapping nature of the LUCAs promote flexibility and creativity while the regulations of each LUCA protect existing and future residences from incompatible land uses.

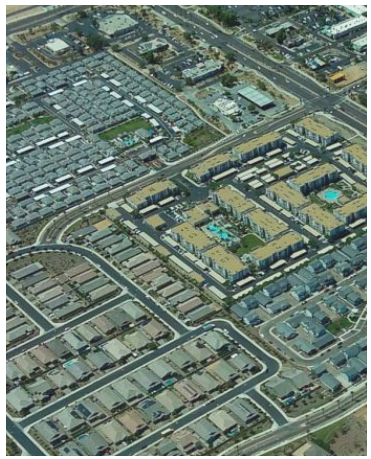
Goal LC-2: A stable approach to growth that is well managed and distributed to meet or exceed the quality of existing development and equitably address the needs of existing and future residents, businesses, and visitors.

The growth that will result from Rio 1900 will be sustainable and will provide a substantial improvement to the public infrastructure and services. The roadway and infrastructure improvements outlined in this document will support the proposed development and enhance the quality of life for surrounding residents. Rio 1900 will provide a fire station, 2 dedicated school sites, new and expanded public roadways, water and sewer infrastructure, and establish new trail corridors and public open spaces. These improvements will be provided by the developer and will support the Rio 1900 residents as well as members of the surrounding community.

The Site is located on an existing arterial and is about a ten-minute drive away from Interstate 10 and State Route 303. This location is supportive of the proposed development as existing infrastructure is in place and will be further enhanced and extended as part of site development.

Goal LC-4: All areas of Goodyear become complete neighborhoods.

Rio 1900 will manifest as a complete neighborhood and enhance the "completeness" of nearby neighborhoods. The LUCA approach is structured to provide for a diverse and flexible plan, allowing for a variety of neighborhood appropriate commercial land uses near the Cotton Lane and Estrella Parkway. These commercial uses as well as the schools, services, parks, and open spaces will contribute to the completeness of Rio 1900 by ensuring an appropriate balance of non-residential uses to support the residents living within and surrounding the community. The many trails, sidewalks, and roadways throughout the Site will further connect residents to the existing commercial uses located south in the Estrella Community. These proposed connectivity improvements will give existing Estrella and future Rio 1900 residents greater accessibility options to existing and proposed commercial uses and public spaces and thus will create and strengthen residents' experience of a diverse community with an appropriate blend of uses.



Inclusive and Diverse

Goal ID-1: Vibrant, equitable, and diverse neighborhoods recognized as being "a home for everyone," each with their individual character yet connected and integrated into a cohesive Goodyear.

Rio 1900 supports "aging in place" to create "a home for everyone," by providing for diverse housing types as well as multi-modal options which include walkways that meet applicable standards of the Americans with Disabilities Act (ADA). Under the proposed Land Use Character Areas (LUCAs), senior housing and assisted living are permitted across the majority of the Site including areas next to commercial services and open spaces.

Goal ID-2: A range of housing types, price points, and sizes meet the needs of all ages, incomes, and lifestyles.

Rio 1900 allows for a variety of housing types and lots sizes to include large estate-style single-family homes, small single-family lots for first time homeowners or for single or two-person homes, townhomes for those who desire fewer yard maintenance responsibilities, as well as attached multi-family units and detached build-to-rent multi-family units. Each of these residential types and sizes appeal to residents of vastly different ages, income levels, and lifestyles or stages

Healthy & Sustained

Goal HS-1: A comprehensive, connected, and accessible parks, open space, and recreation system serves existing and future residents by contributing to the community's social, economic, and environmental quality.

Rio 1900 meets HS-1 by providing a balance of diverse open spaces, including passive and active open spaces, Local and Neighborhood Parks, a 30-acre Community Park, and several miles of public trails. In particular, the 30-acre Community Park will serve existing and future residents who live within and outside of Rio 1900. This Community Park is strategically positioned adjacent to Cotton Lane where it is highly visible and accessible not just for Rio 1900 residents but for the entire community, while also ensuring that traffic for major activities and events do not negatively impact adjacent neighborhoods.

Goal HS-3: A healthy community with access to active lifestyle and mobility opportunities.

As shown on Exhibit 13, Bike, Pedestrian and Vehicle Circulation Plan, detached sidewalks and bike lanes will be provided on both Estrella Parkway and Cotton Lane as well as on all proposed Collector Roadways within the Rio 1900 site. Additionally, to meet the goals of the Parks and Recreation Master Plan 4 main trails will follow along wash corridors to connect Rio 1900 and Estrella residents as well as users along Cotton Lane, to the 50-foot wide El Rio Trail corridor. This trail system will connect to the proposed Central Spine linear park and trail, various neighborhoods, active and passive local and neighborhood parks, the community park, and multi-family and commercial areas to ensure the community provides access to an active and mobile lifestyle.

Resilient & Safe

Goal RS-5: A safer, more livable community.

A strong sense of community fosters a safe environment where residents watch out for each other. Rio 1900 promotes a strong sense of community by locating Local Parks as close as within 1/8th to ¼ of a mile to most residents as well as larger Neighborhood Parks and a Community Park. Reduced lots sizes and setbacks support the placement of homes closer to the roadway to allow for "eyes on the street," which supports safety through passive community surveillance. The network of detached or off-road trails promote a safer alternative for pedestrians and bicyclists to travel where there is more separation from drivers.

4.9 Consistency with Zoning Ordinance Section 1-3-1-D-3

Consistency with the goals, objectives, policies and future land use map of the General Plan. Consideration of current market factors, demographics, infrastructure, traffic, environmental issues, and if conditions have changed significantly since adoption of the General Plan.
See Section 4.8 Goodyear General Plan Conformance Analysis.

Suitability of the physical and natural features of the subject property for the uses permitted in the proposed zoning district.
As outlined in Section 4. Community Plan Elements, the proposed Conceptual Character Area plan (CCAP) observes the existing natural and built features of the Site and proposes land uses suitable around and in conjunction with those natural and built features. Natural and passive open spaces are proposed to be located within wash areas and within the flood zones associated with the Gila River.

Compatibility of all potential uses with the surrounding uses and zoning in terms of land suitability, environmental impacts, density, nature of use, traffic impacts, aesthetics, infrastructure, and potential impact on property values.
As outlined in the submitted Traffic Impact Analysis and within the Preliminary Drainage, Water, and Sewer Reports sufficient infrastructure will be provided as part of the proposed development of the Site. Sections 4.5 and 4.6 provide further details on proposed roadways, utilities, and other infrastructure.

The proposed zoning district's consistency with other land uses within the immediate area and whether the proposed zoning district would be better suited to the property than the current zoning.
As outlined in Section 3.1.C, 3.1.G, careful considerations have been made to ensure appropriate land uses are provided at the perimeter of the Site. Said Sections ensure that similar scale residential lots will be developed next to existing surrounding residential uses or provide a minimum of a 100-foot buffer. Per Section 4.8, Goal LC-4, the proposed land uses will work with surrounding existing land uses to create and reinforce complete neighborhoods.

Demand of 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 proposed PAD provides a variety of land uses; however, the greatest difference from the existing PAD is that the proposed development standards allow for a greater diversity of housing types to be developed across the Site. Housing diversity is specifically supported by a number of General Plan goals including Goals 1D-1, ID-2.

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.
Section 2.4 describes the existing site conditions, including transportation and utilities. Sections 4.5, 4.6, and 2.7 discuss the proposed transportation and utility improvements as well as the proposed dedication of 2 school site and a fire station site. The submitted Preliminary water, sewer, and drainage reports as well as the Traffic Impact Analysis outline the approximate demand that will be created for these infrastructures and how the proposed development will accommodate the demand.

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 4.8, Goal LC-2 the Site is located on an existing arterial and is about a ten-minute drive from Interstate 10. The location of the Site is supportive of the proposed development as existing infrastructure is in place and will be further expanded as part of development.

General public's concerns (further evaluation will come from the public review process)
Information will be provided in response to this review criterion as part of the public review process.

Whether the amendment promotes orderly growth and development;
Section 4.8 outlines how the proposed rezoning promotes orderly growth and development.

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.
A main component of this rezoning is the amount of proposed public and connective open space. The applicant team has worked closely with the City including representatives of the Parks and Recreation Department to ensure that the goals of the new City of Goodyear Game Plan (Parks and Recreation Master Plan) are met. This includes providing a Community Park that is approximately 30-acres in size, a signature 3-mile public trail along the Gila River, and several miles of additional trails. These connected open space improvements should vastly and positively enhance the general health of Goodyear Residents.

5. REGULATORY DEVELOPMENT STANDARDS

The regulatory development standards for the Rio 1900 PAD provide the regulatory zoning provisions that will govern the implementation of the community vision and master plan through the development review and permitting process as the project is built over time.

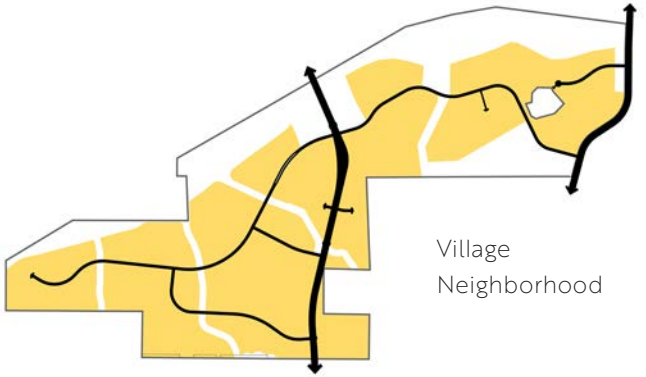
All permitted uses, development standards, design guidelines, landscape standards, sign regulations, and lighting provisions shall be governed by the underlying Zoning District, except as modified by this PAD.

If there is a conflict between language or provisions within this PAD and the City's Zoning Ordinance or Design Guidelines, the language or provisions within this PAD shall prevail.

5.1. Single-Family Residential Permitted Uses & Development Standards

5.1.a. PAD Zoning Districts Permitted within ER and VN LUCAs:

For the ER LUCA, the AU and R1-10 PAD Zoning Districts are permitted.
For the VN LUCA, R1-7, R1-6, R1-4, R1-C, R1-A, and R-2 PAD Zoning Districts are permitted.



5.1.b. Unique ER LUCA Requirements & Limitations:

A minimum of 100-acres of ER LUCA must be developed using the AU PAD or R1-10 PAD zoning districts.

5.1.c. Permitted Uses within ER and VN LUCAs:

All permitted uses within the ER and VN LUCAs shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

Additionally, an Interior Suite with an accessory cooking facility (second kitchen) ("Interior Suite") shall be permitted as an accessory use to a single-family detached residential unit within the ER and VN LUCAs if all of the following conditions are met:

1. Only one Interior Suite shall be permitted per lot and any second cooking facility shall be located on the ground floor; and
2. The Interior Suite shall be attached to, and a part of, the single-family residential unit and must be under the same roof as the residential unit without any need for fire rating between the residential unit and the Interior Suite; and
3. Utility services for the Interior Suite shall not be metered separately from the residential unit; and
4. At least one internal doorway may be provided between the Interior Suite and the remainder of the residential unit. The Interior Suite may also have an external doorway that is a separate entrance from the single-family unit; and
5. An Interior Suite shall not have a private yard that is fenced or walled off from the remainder of the lot. This requirement shall not prohibit required pool fences, fenced in animal areas, garden fences, or other fencing used for purposes other than providing a private yard for the Interior Suite; and
6. An Interior Suite shall not have a parking space served by a driveway separated and apart from the driveway and parking areas provided for the remainder of the residential unit; and
7. An Interior Suite shall not have a separate address from the residential unit; and
8. Elevations on the residential unit must minimize any secondary entry visible from the street. Entry from a second garage in a shared driveway fulfills this requirement.
9. The Interior Suite defined above shall be considered an Accessory Dwelling Unit (ADU) for purposes of Arizona Revised Statute (ARS) ADU requirements.

5.1.d. Development Standards for the ER & VN LUCAs:

All development standards for the ER and VN LUCAs shall conform to Table 6 page in accordance with the PAD Zoning District selected for each development project

Table 6: Development Standards: Estate Residential and Village Neighborhood LUCAs

	Estate Residential Districts		Village Neighborhood Districts					
	AU PAD	R1-10 PAD	R1-7 PAD	R1-6 PAD	R1-4 PAD	R1-A PAD	R1-C PAD	R-2 PAD
Lot Standards								
Minimum Lot Area (sq ft)	43,560	10,000	7,000	5,500	~~4,500~~ 4,000	~~2,800~~ 1,700	~~3,200~~ 2,400	7,200
Minimum Lot Width (ft)	150	80	~~70~~ 65	~~55~~ 50	~~45~~ 40	~~35~~ 20	40	72
Minimum Lot Depth (ft)	N/A	125	100	100	100	85	~~80~~ 55	100
Building Form and Location								
Maximum Height (ft)	30	30	30	30	30	35	35	30
Maximum Building Coverage	~~20%~~ 40%	~~40%~~ 55%	~~45%~~ 60%	~~60%~~ 65%	~~60%~~ 70%	~~75%~~ 80%	~~60%~~ 70%	~~40%~~ 65%
Minimum Building Setbacks (ft)								
Front (1) (2)	20	10	10	10	10	10	5 (2)	10
Front facing garage (5)	20	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18	~~20~~ 18
Side	15	~~10~~ 5	5	5	5	0 (3)	0	5
Total both sides	30	~~20~~ 10	~~15~~ 10	~~15~~ 10	~~15~~ 10	0 (3)	10	15
Street Side (2)(4)	30	20	15	10	10	10	10	~~20~~ 10
Rear	50	30	~~25~~ 20	~~20~~ 15	~~20~~ 15	~~15~~ 10	~~15~~ 10	~~20~~ 15
Development Standards								
Open Space % (of net area) (6)	0	~~10%~~	~~12~~	~~15~~	~~15~~	~~15~~	~~15~~	~~15~~
		17% min. with 8.5% usable open space	17% min. with 8.5% usable open space					

(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.

(5) Front facing garage to be a minimum of 18 feet from the right-of-way and 20 feet from back of sidewalk.

(6) See Section 4.1 of the Rio 1900 Planned Area Development Regulatory Document for regulations on minimum open space requirements.

Justification for Deviations within ER and VN LUCA Development Standards:

Minimum Lot Width
(R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD)
The minimum lot width reductions for the PAD districts are a result of new and innovative product types that are being developed by various homebuilders to support buyer demand and promote a broad mix of product types within the Rio 1900 project.

Additionally, larger portions of the Rio 1900 property are constrained, including the Gila River, steep sloped areas, wash corridors, utility easements, and other site constraints, while the required infrastructure and development cost to support the project are significant. In order to balance the project opportunities and unique site constraints, a slightly smaller average lot size is justified to ensure a high quality master planned community with an appropriate mix of residential units, parks and other active and passive open space, interconnected trail system including the El Rio Regional Linear Park, and non-residential uses to support the community.

Minimum Lot Area and Lot Width Reductions
(R1-4 PAD, R1-A, R1-C)
The reduction in minimum lot area is directly tied to the reduction on minimum lot width, with justification as defined above.

Maximum Building Height
(R1-A PAD, R1-C PAD)
The modest increase in the maximum building height is to comfortably allow for 2 and 3-story product with a variety of pitched or flat rooflines and to ensure there is sufficient height for adequate roof top mechanical screening where necessary.

Minimum Lot Depth
(R1-C)
The proposed reduction in lot depth for the R1-C district is justified by the typical product type provided by homebuilders for a cluster development. Most auto-court or green-court product types fit on a lot that is much shallower than a traditional single-family lot, with a standard cluster lot size at 40'x 55', and this deviation supports this attractive and innovative product type which is anticipated to be in demand within the Rio 1900 development.

Maximum Building Coverage
(AU PAD, R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Maximum building coverage can be an impediment to product creativity and can also discourage single-story homes. With lot sizes getting smaller based on buyer preferences, and product types becoming more innovative in terms of floorplan and layout, including RV garages, interior suites, accessory dwelling units, etc., Rio 1900 encourages creativity by providing an increased maximum building coverage allowance, promoting greater flexibility and creativity for homebuilders and homebuyers when it comes to options for their home.

Front Facing Garage
(AU PAD, R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
The purpose of a 20' front facing garage setback is to ensure cars parking in the driveway do not block or overhang on the sidewalk or street. Since public streets require sidewalks, and most sidewalks are 1'-2' inside the right-of-way, allowing for an 18' setback from the right-of-way, and a minimum 20' from the back of sidewalk is an appropriate deviation to address the issue.

Side Yard Setback Total Both Sides
(R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD)
With lot sizes trending slightly smaller and to promote more innovative product types as well as encourage more single-story product, a consistent side yard setback across most lot sizes at 5' minimum and 10' combined is appropriate and promotes a consistent requirement of ten feet of separation between homes.

Rear Setback
(R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Rio 1900 will be providing an abundance of open space. The goal is to provide all homes access to open space and trail connectivity within a 1/8 to ¼ mile walking distance. The overall open space program encourages and offers residents ample opportunities for outdoor recreation throughout the development. At the same time, the reduced rear setback allows greater flexibility for siting different home products on each lot size while not requiring homebuyers to purchase additional lot area they may not want or need.

Open Space
(R1-10 PAD, R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-A PAD, R1-C PAD, R-2 PAD)
Rio 1900 will provide an abundance of open space, well beyond the traditional requirements per the Goodyear Zoning Ordinance.

In accordance with the Parks, Trails, and Open Space Plan, many of the open spaces and amenities will be connected and shared by multiple neighborhoods and subdivisions rather than isolate amenities within individual subdivisions. While a particular park or open space amenity may not be directly within an individual subdivision, it may be immediately adjacent or within a short walk. Rather than require each subdivision to meet individual standards, the requirement for each subdivision has been reduced, but the overall open space requirements will exceed City standards. Per Table 3.2.3-A of the City of Goodyear Zoning Ordinance, the total residential open space requirement ranges from 12% to 15% depending on the residential district. Rio 1900 is proposing a minimum of 17% total open space for residential development, exceeding the highest requirements within the Zoning Ordinance. Additionally, Section 3-2-3-C.b.ii of the Goodyear Zoning Ordinance requires a 5-acre park within a ¼ mile walking distance of all dwelling units. This standard is equivalent to a 5-acre park for approximately every ¼ section, or 160-acres of residential development, which equates to an average of just over 3% usable open space per Goodyear Zoning Ordinance. Rio 1900 will provide a minimum of 50% of the total designated open space (or 8.5% of residential development) as usable open space for all developable residential uses within the community. This will far exceed the City's requirement for usable open space and shall include the Community Park, Neighborhood Parks, Local Parks, Amenity Area, El Rio Regional Park, Central Spine Linear Park, trail corridors and other active amenities within the community.

The Open Space Plan as part of this PAD demonstrates how the overall open space program and spacing will be organized from a master planned perspective. This wholistic master planning approach, rather than a focus on individual subdivisions, will promote a much more comprehensive and connected open space system for the benefit of all Rio 1900 residents.

5.2. Multi-Family Residential Permitted Uses & Development Standards

5.2.a. PAD Zoning Districts Permitted within UN LUCA:

For the UN LUCA, MF-12, MF-18, and MF-24 PAD Zoning Districts are permitted.

5.2.b. Permitted Uses:

All permitted uses within the UN LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance, Residential District Use Classifications in accordance with the PAD Zoning District selected for each development project.

5.2.c. Development Standards:

All development standards for the UN LUCAs shall conform to Table 7 in accordance with the PAD Zoning District selected for each development project.

5.2.d. UN Multi-Family Residential Unit Count:

Within the UN LUCA, a maximum of 1,907 multi-family residential units are permitted to ensure an appropriate balance and mix of residential unit types

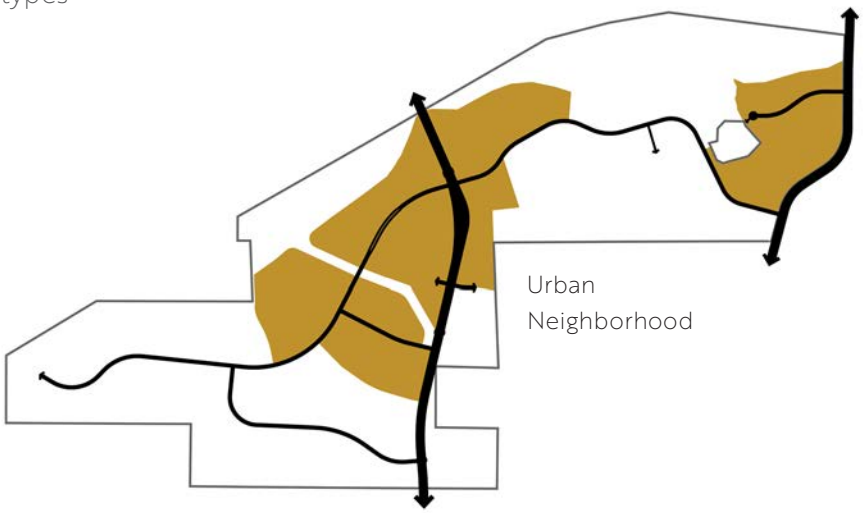


Table 7: Development Standards: Urban Neighborhood LUCA

Standard	MF-12 PAD	MF-18 PAD	MF-24-PAD
Max. density (du/ac)	12	18	24
Min. Lot Width (ft)	200	200	200
Min. Lot Depth (ft)	N/A	N/A	N/A
Max. Building Height (ft)	~~25~~ 30(2)	30	40
Accessory Building (ft)	12	12	12
Max. Building Coverage	50%	50%	50%
Minimum Building Setbacks			
Front (ft)	30	30	30
Street Side (ft)	20	30	30
Side excepts for street side (ft)	20	30	20
Total both sides (ft)	40	60	40
Rear (ft)	~~30~~ 20	30	30
Minimum Building Setback From Existing Single Family Use (1)			
Building Height 20 feet or less (ft)	20	30	30
Building Height between 20-30 feet (ft)	~~50~~ 30	50	50
Building Height greater than 30 feet (ft)	N/A	50+5' for every foot over 30'	50+5' for every foot over 30'
Recreational Open Space (sf/du)	400	400	400
Private Outdoor Space (sf/du)	200	60	60
Footnote:			
(1) Minimum setback from a single family lot shall be measured from the multi-family building to an existing single-family lot, or a single-family lot within an approved preliminary plat or final plat. This only applies if single-family uses or approved single family plats are adjacent, since the PAD zoning is flexible. If no single-family uses or approved preliminary plats are adjacent at the time of development, this standard shall not apply.			
(2) 30' building height applies for pitched roofs. For flat roofs, the maximum building height shall be 25'.			

Justification for Deviations within UN LUCA Development Standards

Max. Building Height
(MF-12 PAD)
The MF-12 district is generally intended for single-lot, detached build-to-rent communities. Many developers are now providing 2-story options, and 25′ would not allow for a 2-story option, thus the proposed increase to 30′ in height, similar to the MF-18 district. Within the MF-12 district, the 30′ height would only apply for buildings with pitched roofs. Buildings with flat roofs shall have a maximum height of 25′.

Rear Setback
(MF-12 PAD)
As stated above, the MF-12 is generally intended for detached, build-to-rent communities. These are generally single-story, sometimes 2-story, but consistent with single-family residential development. Rear yards setbacks for similar single-family residential is 15′-20′, so a 20′ setback is consistent with comparable 1-2 story single-family residential development.

Setback from Single-Family Zoning District
Since MF-12 is typically designated for build-to-rent communities with 1-2 stories maximum, it is justifiable that perimeter setbacks are general consistent with single-family residential development, so 20′ setback for building heights up to 20′ and 30′ setback for building heights up to 30′ is consistent and actually exceeds perimeter standards for single-family residential development.

5.3. Commercial Activity Center (CAC) and Civic Uses (CU) Permitted Uses & Development Standards

5.3.a. PAD Zoning Districts Permitted within CAC and CU LUCAs:

For the CAC LUCA, C-O, C-1 C-2 PAD Zoning Districts are permitted.
For the CU LUCA, PFD PAD Zoning District is permitted.

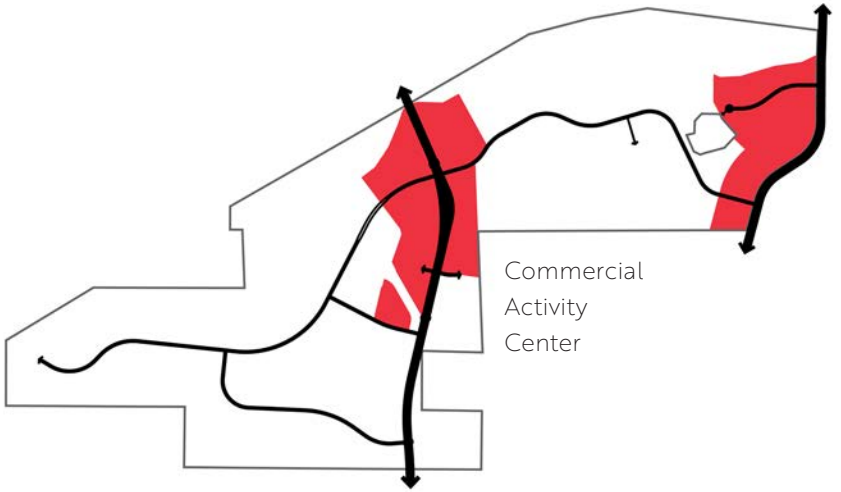
5.3.b. Permitted Uses:

All permitted uses within the CAC LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for the applicable PAD Zoning District selected for each development parcel.

All permitted uses within the CU LUCA shall conform to the Use Standards within the City of Goodyear Zoning Ordinance for Public Facilities PAD Zoning District.

5.3.c. Development Standards for the CAC and CU LUCAs:

All development standards for the CAC and CU LUCA shall conform to Table 8 based on the PAD Zoning District permitted and selected for each applicable development project.



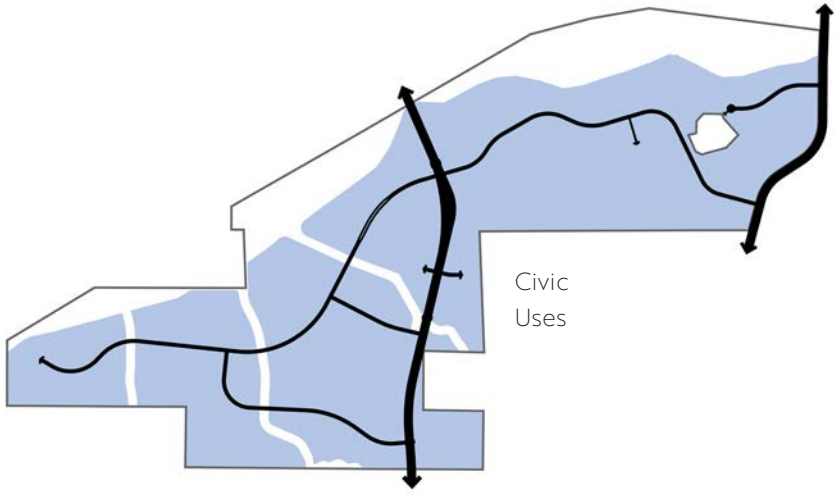
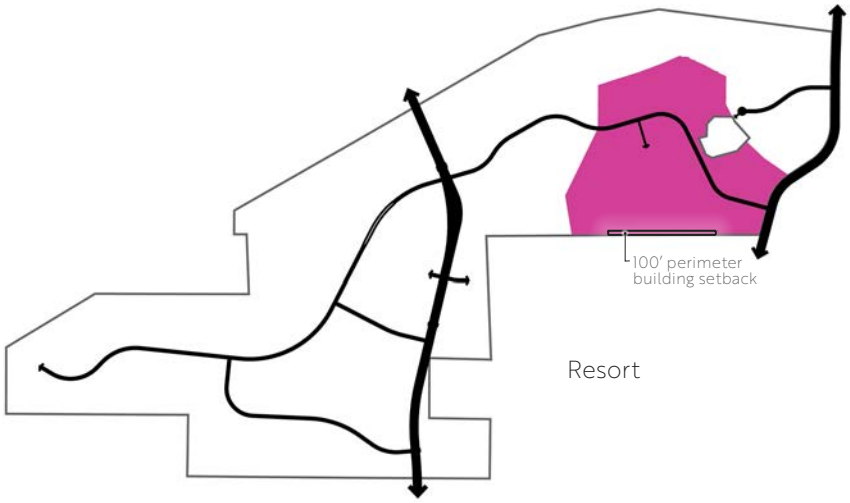


Table 8: Development Standards: Commercial Activity Center and Civic Uses LUCAs

	CAC Districts (1)			CU Districts (1)
	C-O PAD	C-1 PAD	C-2 PAD	PFD PAD
Minimum Net Site Area (sf)	6,000	10,000	10,000	None
Minimum Lot width (ft)	60	150	150	None
Maximum Height (ft)	30	30	56	40
Maximum Building Coverage	50%	50%	50%	None
Minimum Building Setbacks (ft)				
Front	30	30	30	None
Side	20	20	N/A	None
Rear	20	20	N/A	None
Street Side	30	30	30	30
Footnotes:				
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.				

5.4 Resort District Permitted Uses and Development Standards

As detailed below, a limited and customized list of permitted uses has been selected from the City's C-2 Zoning District for the Resort Character Area.



5.4.a. Principal Permitted Uses.

Only listed use of structures or land shall be permitted:

i. Hotels and resorts, and all ancillary uses to hotel/resort uses.

5.4.b. Supporting Principal Permitted Uses.

Listed use of structures or land shall be permitted where it is developed in conjunction with a hotel or resort use:

i. Bar/cocktail lounge subject to the following conditions or limitations:
   a. Live music or entertainment shall only be allowed as an accessory use if the facility is located a minimum of three hundred feet (300') from the perimeter of the Resort LUCA designation. The area within the facility designated for music or entertainment activities shall not exceed 5,000 square feet. All noise generated by live music or entertainment activities shall be fully contained within the indoor space occupied by the bar/ cocktail lounge.
   b. The area devoted to patron dancing shall not exceed twenty-five percent (25%) of the total floor area.

ii. Entertainment establishments that operate in conjunction with a resort or reasonably relate to or support an existing or proposed resort, including indoor or outdoor uses such as miniature golf, pools, performing arts, venues, equestrian oriented entertainment, or other similar uses as determined by the Development Services Director. Said entertainment establishments shall not be located within 500 feet of perimeter of the Resort LUCA designation and shall not create a nuisance in the form of noise, light, smell, dust, or other forms that negatively impacts existing residential areas.

iii. Health club.

iv. Restaurants, subject to the following conditions or limitations:
   a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are

met. The restaurant is located a minimum of three hundred (300) feet from the perimeter of the Resort LUCA designation. The area within the restaurant designed and/or used for live music and/or entertainment activities does not exceed five thousand (5,000) square feet. All noise generated by live music and/or entertainment activities is fully contained within the indoor space of the restaurant.

b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the area within a Restaurant devoted to patron dancing does not exceed twenty-five (25) percent of the total indoor floor area of the Restaurant.

v. Retail stores with sales only, excluding drive through facilities.

vi. Brewpub, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

vii. Microbrewer, subject to the provisions of Article 4-2-15, where they are no closer than 300 feet to the southern property line.

5.4.c. Permitted Accessory Uses.

Listed accessory use of structures or land shall be permitted where it is accessory to a hotel:

i. Uses of land or structures customarily incidental and subordinate to one of the permitted principal uses, including but not limited to, Personal services, such as barber and hair styling shops, beauty salons, massage establishments, laundry and dry cleaning shops, or other similar uses as determined by the Development Services Director may be permitted as accessory uses to a Resort.

ii. Signs, on site, as provided in Article 7 of the Goodyear Zoning Ordinance.

iii. Portable Storage Containers, subject to Article 8-2 of the Goodyear Zoning Ordinance.

5.4.d. Development Standards:

All development standards for the Resort District LUCA shall conform to the C-2 PAD standards of Table 9.

Additional Setback Standards Along Southern Perimeter:

In addition to the standards defined within Table 9, a one-hundred foot (100') perimeter building setback shall apply to the southern perimeter of the Resort District where existing homes within Estrella are within one hundred feet (100') of the Resort District boundary.

Table 9: Development Standards: Resort LUCA

C-2 PAD	
Minimum Net Site Area (sf)	10,000
Minimum Lot width (ft)	150
Maximum Height (ft)	56
Maximum Building Coverage	50%
Minimum Building Setbacks (ft)	
Front	30
Side	N/A
Rear	N/A
Street Side	30
Southern Perimeter Building Setback	100' from southern boundary of Resort LUCA where existing homes within Estrella are within 100' of the Resort LUCA boundary.
Footnotes:	
(1) The development standards and footnotes provided in the Goodyear Zoning Ordinance applicable to the PAD Zoning District identified herein shall apply except as otherwise modified herein.	

5.4.e. Resort LUCA Quality Standards

Purpose and Intent

The intent of the Resort LUCA is to promote development of a high-quality boutique resort or luxury-oriented hotel that contributes to the City's tourism economy, architectural character, and hospitality offerings. The Resort LUCA is designed to attract projects that provide an elevated guest experience, exceptional design, and premium on-site amenities.

Architectural & Site Design Expectations

Hotel or resort uses shall demonstrate a cohesive architectural theme, high-quality materials, and a distinct design character appropriate for a boutique or luxury hospitality environment. Prototype or standardized chain hotel architecture not consistent with these expectations may be denied.

Amenity & Service Standards

A qualifying hotel or resort shall provide an integrated package of guest amenities appropriate to an upscale or boutique hospitality setting, which may include (but is not limited to):

- full-service restaurant or chef-driven dining;
- resort-style pool facilities;
- spa/fitness/wellness facilities;
- enhanced concierge or guest-service programs
- event, conference, or gathering spaces;
- boutique retail or curated on-site offerings

Limited-service hotels or lodging facilities that do not provide an elevated amenity package consistent with a boutique or resort environment are not permitted.

Operational Standards

The project shall operate as a full-service hotel or resort, providing on-site staffing, concierge service, food and beverage service, and guest programming consistent with boutique or luxury hospitality standards.

Prohibition of Economy/Limited Service Formats

Economy or limited-service lodging formats that rely on minimal amenities, externally accessed guest rooms, or standardized budget-oriented designs are inconsistent with the intent of the Overlay and are not allowed

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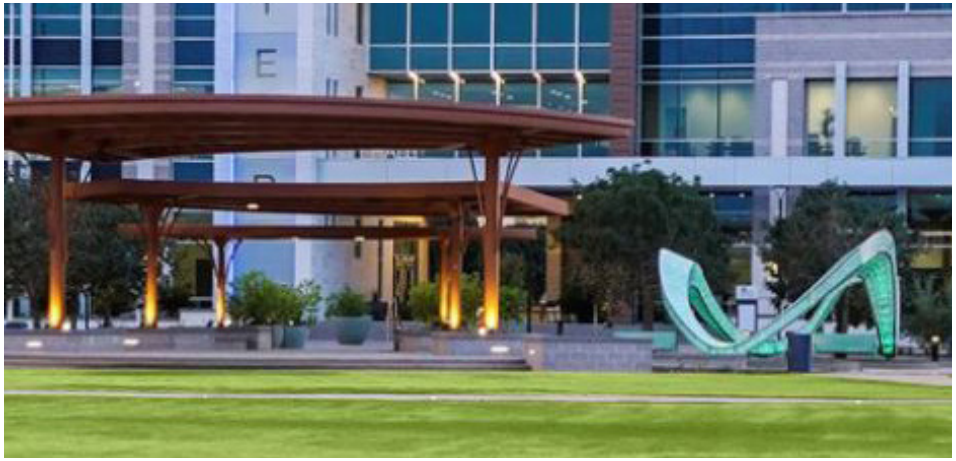

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6.

DESIGN GUIDELINES & STANDARDS

6.1 Dark Sky Design Guidelines

6.2 Hillside Development Standards

6.3 El Rio Trail Design Guidelines

The purpose and intent of this Section is to create a complementary set of Design Guidelines that are calibrated for Rio 1900 to address Dark Skies, the El Rio Trail and Hillside Development. These design guidelines aim to provide guidance on these specific areas that are not covered in the City of Goodyear's Design Guidelines Manual. In addition to the design guidelines included in this Section, Rio 1900 shall conform to the City of Goodyear's Design Guidelines Manual to serve as a guide for development within Rio 1900.

6.1 Dark Sky Preservation Guidelines

A Rio 1900 will incorporate Dark Sky preservation principles into the overall lighting program for the community. Continuous street lighting is therefore discouraged. Street lighting along arterial and collector roadways is required at intersections only.

B Except as defined in the paragraph above, Rio 1900 will also conform to the standards within Article 10, Outdoor Lighting Standards of the Goodyear Zoning Ordinance. If there is a conflict between the paragraph above and the Goodyear Zoning Ordinance, the PAD standard shall prevail

6.2. Hillside Development Standards

6.2.1. Introduction

Rio 1900 has the unique benefit of having diverse landforms through out the Site, including flat farmland areas to rolling topography to steep landforms and rugged hillside terrain. This diversity in landforms and topography offer unique challenges and opportunities for the development. Portions of the property exceed twenty percent (20%) in slope and pose unique opportunities if developed in a responsible and environmentally sensitive way. As such, the developer wishes to include Hillside Area Development Standards within this PAD to help reinforce quality development.

6.2.2 Purpose/Intent

The purpose of these standards is to establish regulations and guidelines for development within the designated Hillside areas within the Rio 1900 Master Plan. Development in these areas require special considerations to ensure that development is done in a quality manner, to protect the unique landforms, and to properly address potential hazards including, but not limited to, storm water runoff, rock falls, and other geologic hazards. These standards will govern all development within the designated hillside areas where slopes exceed twenty percent (20%). These standards are a supplement to City Code and Current Zoning regulations and do not replace them. If a specific item is not addressed in this document, refer to the appropriate section of this approved PAD, or current City Code.

6.2.3. Definitions

Construction Envelope. A specific area defined by the architect, planner, or engineer, as shown on the improvement plans.

Custom Lot. A lot which can be irregular in shape and size and gives the lot owner the ability to design a completely unique home.

Cut. The area of land which has been altered by the removal of rock, soil, or other materials.

Disturbed Area. The ground area that has been or is proposed to be altered through grading, removal of natural vegetation, trenching, or by any other means that causes a change in the surface of the ground.

Fill. The deposit of soil, rock, or other materials placed during construction.

Grading. Any excavating, filling, or combination thereof, including the conditions resulting from any excavation or fill.

Hillside Area. Area within the Rio 1900 Master Plan that resides above the twenty percent (20%) slope line.

Mass Grading. When a large or majority of a development area is graded at one time.

Natural Grade. The grade and elevation of the ground surface in its natural undisturbed state.

Natural Open Space. Areas dedicated for permanent open space left in its natural condition. These areas may be dedicated for public use/ownership or retained in private ownership. Trails for public/private use are not considered disturbance in these areas.

6.2.4. General Provisions

- No residential lot within the Hillside area shall have a front lot width [as measured at the front setback] less than the zoning allows.
- Residential flag lots are permitted. Lot width for flag lots shall be measured from the start of the main body of the lot.
- Building setbacks shall be as required per the applicable zoning district.
- Maximum lot coverage shall comply with the applicable zoning district.
- Due to the constraints affiliated with hillside development, street length and cul-de-sacs can exceed the maximum street length so long as a proper looped connection or turn-around meeting Fire and Emergency Response vehicles and Trash Collection vehicles is met.

6.2.5. Slope Determination

All lands above the twenty percent (20%) slope line have been deemed "Hillside" as part of this document. See Exhibit 3, Topography and Drainage Map for the location of hillside areas within the Rio 1900 property. The twenty percent (20%) boundary has been determined by a computer-generated slope analysis, with a manual review of the analysis to determine the reasonable location of the twenty percent (20%) slope line. This line has been established as part of this PAD document and shall be the established Hillside boundary.

All development that occurs within the Hillside area shall conform to these standards. Development parcels that extend into Hillside areas shall have the areas that extend into the Hillside area be subject to these standards. Any improvements/development areas that impact or extend, etc. into a hillside area are subject to these standards. This could include, but are not limited to, grading, landscaping, trails, roads, or any other improvement or disturbance.

6.2.6. Site Planning

When site planning development within the hillside areas, special considerations should be taken to ensure quality development within these sensitive areas. Development of the land should follow the natural patterns and topography of the Site as much as possible. Roads should be routed to avoid steep slopes and grades, and buildings and development pads should be placed in a manner to minimize significant cuts and fills where practical.

A. Open Space Requirements

Within the designated Hillside areas, a minimum amount of open space shall be preserved. As a total, fifty percent (50%) of the total designated hillside areas shall be preserved as open space. Preserved open space should prioritize, where practical, key land features. These features include;

- Pitched Hilltops/Prominent Ridges
- Severe Steep Slopes
- Wash and Natural Drainage courses
- Boulder Outcrops
- Significant vegetation areas

Up to thirty percent (30%) of the Preserved open space can be revegetated open space and/or disturbed areas. Preserved open space does not have to be natural as long as it is revegetated to match its natural state in both plant species and quantities.

Preserved open space must be placed in a tract designated as preserved open space. Designated open space areas shall count towards required open space.

B. Grading & Disturbance

Site grading is one of the most critical aspects of developing land in hillside terrain. Careful attention must be paid to make sure that the land is developed in a manner to not disturb more than necessary. To ensure that development occurs in a sensitive manner, the following general standards have been established and apply to all types of permitted uses within the hillside areas.

- Mass grading is permitted in the Village Neighborhood, Civil Use, and Resort Overlay Land Use Character Area.
- Mass grading is not permitted in the Estate Residential Character Area. Grading and disturbance shall be limited to construction envelopes in the Estate Residential Character Area.
- Grade tie-ins shall be made to mimic or follow the natural movement of the land. Slopes shall be rounded to avoid abrupt grade changes.
- All disturbed areas shall be revegetated.

1. **Cuts and Fills** – Cuts and fills and cut and fill slopes are necessary when developing land in Hillside areas. As such, the following standards shall be followed;

- Cuts and fills should be minimized as much as possible. When a cut or fill is required, slopes or retaining walls shall be used to tie into existing grade.
- Existing cuts shall not be left raw as an exposed cut unless the cuts are through solid rock.

2. **Slopes** – In cut and/or fill conditions, slopes may be used to tie into existing grade. These slopes shall not be uniform and shall vary to mimic the natural topography of the Site.

- Cut and fill slopes shall be no steeper than three to one (3:1) within common areas and no steeper than two to one (2:1) within a residential lot.
- Cut slopes may be as steep as one to one (1:1) when applied in stable terrain, such as existing rock.
- Slope areas longer/wider than fifty (50) feet shall undulate to mimic existing terrain.
- Uniform slopes in excess of thirty (30) feet are not permitted.
- In order to help protect the natural look of the development, all cut and fill slopes shall be revegetated to mimic the natural look of the Site unless the cut is through solid rock or material that cannot easily be revegetated.
- Permanent and/or temporary irrigation may be used to establish the plant material. Hydroseed, individual plantings, or a combination of, may be used as planting material.
- All landscape planting shall follow all local landscaping standards.

3. **Walls** – In areas where significant cuts or fills occur, retaining walls may be used to reduce overall disturbance. Retaining walls may also be used in combination with slopes to provide developers more flexibility in their designs.

- All walls and retaining walls must be consistent and compatible with the architectural character of the development. Standard block for walls shall only be permitted in areas not visible from public areas or surrounding development.
- Solid perimeter walls shall be permitted as long as they are located on a lot line.
- Solid walls may be located within open space areas or tracts provided they are being used for screening.
- Solid and view/partial view walls may not be taller than eight (8) feet.
- Architectural columns shall be no taller than eight feet four inches (8'-4").

4. **Retaining Walls** – Retaining walls can provide an easier and more effective way to catch grade in challenging terrain. Retaining walls are encouraged to help reduce overall disturbance and should be used where practical.

Retaining walls can be used independently or in combination with site walls & fences and/or slopes. Retaining walls shall follow the following standards.

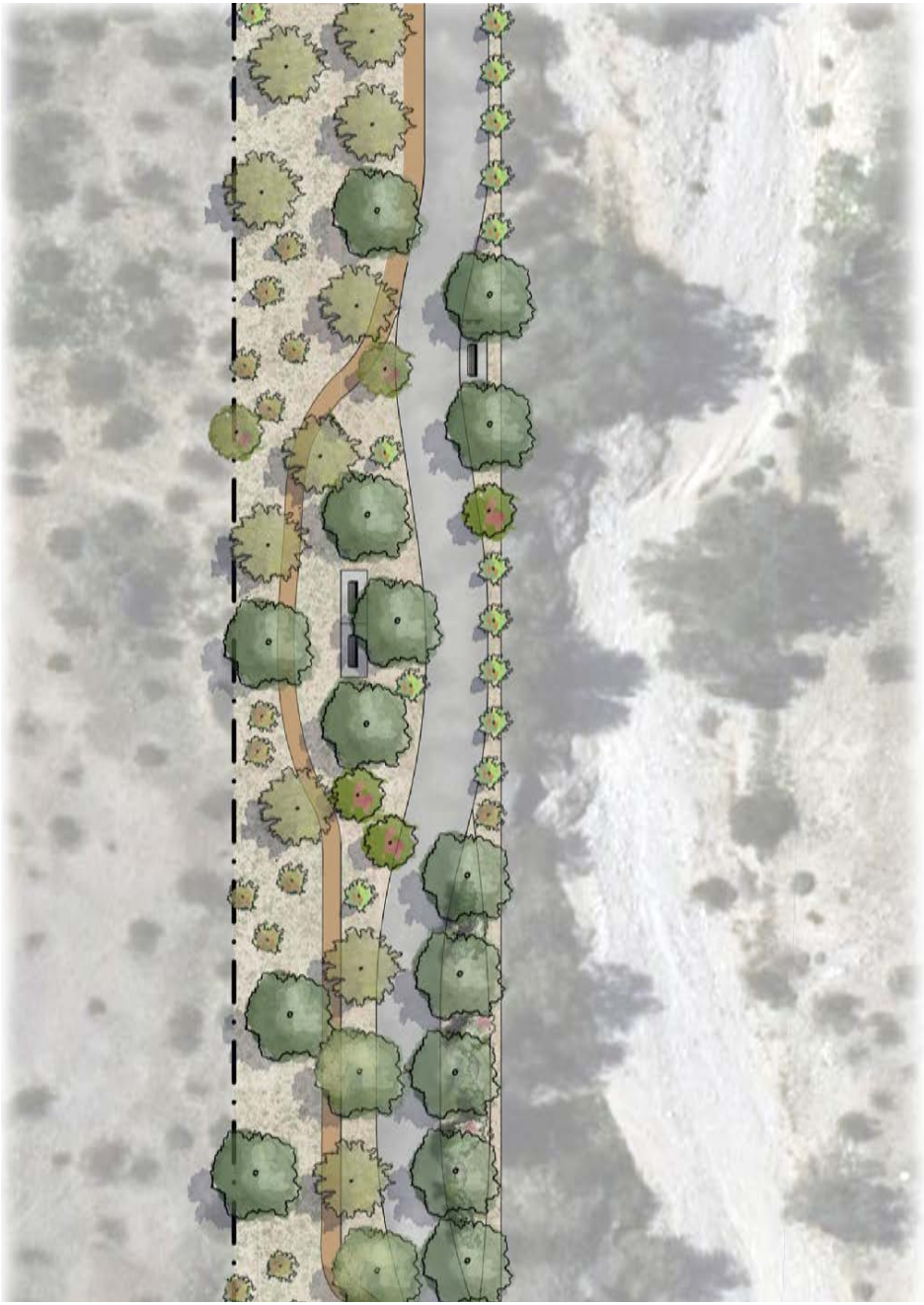
- Retaining walls may not be taller than eight (8) feet in height.
- In cases where more than eight (8) feet of retaining wall is needed, multiple walls shall be used provided there is a minimum of four (4) feet separation between the walls, as measured from the back of the lower wall, and the face of the upper wall.
- When multiple retaining walls are being used, the area between the wall may be sloped to help take up grade. The max slope for this area will be four to one (4:1). Landscaping will not be required if the retaining walls are 8' or closer to avoid water damage to the walls , but groundcover such as decomposed granite or other dustproofing material is required.
- When retaining walls are used in combination with a site wall or fence (or combination of), the max height of the combined wall shall be no greater than twelve (12) feet. If the combined wall height is over eight (8) feet and visible from a public right-of-way or usable open space, additional design or thematic elements shall be required on or adjacent to the wall to soften the impact. This may include additional landscaping, screening, berms, material change, color change, columns, etc.
- When reviewed and approved by a Geotechnical Engineer, a vertical rock slope may be used in place of a retaining wall.

5. **Building Heights & Appearances** – Building heights shall be measured from the top of the actual building footprint foundation grade. If the foundation grade is stepped to address topography, the building height is measured from the top of each segment of the foundation grade separately.

All buildings and structures built within Hillside areas shall reflect the architectural character of the development on all sides of the structure. Building materials and colors should complement the natural colors of the desert.

All residential buildings shall not exceed thirty (30) feet in height.

Non-residential buildings shall not exceed thirty-five (35) feet in height except within the Resort Character Area where the applicable zoning ordinance building height shall apply.

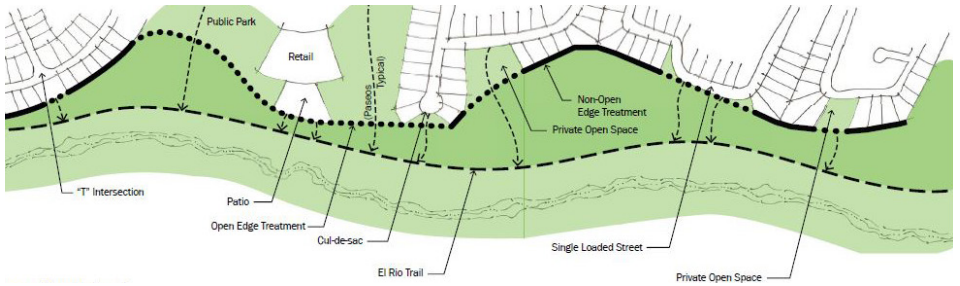


6.3 El Rio Trail Design Guidelines

A. The El Rio Trail is envisioned to be a public signature trail that connects residents and celebrates the existing natural ecosystems along the Gila River. The main goals of the El Rio Trail Corridor include restoring and maintaining the natural function within the river corridor as riparian habitat, focusing on multi-use facilities & functions, maintaining and enhancing flood control elements, and embracing functional compatible linkages to the surrounding development properties. Ultimately, the El Rio Trail should be balanced in its design to provide a natural setting that reasonably transitions to the adjoining development parcels.

B. As shown in conceptual exhibits throughout this document a 50-foot wide El Rio Trail Corridor concept is proposed to create an interesting and natural appearing Gila River edge design.

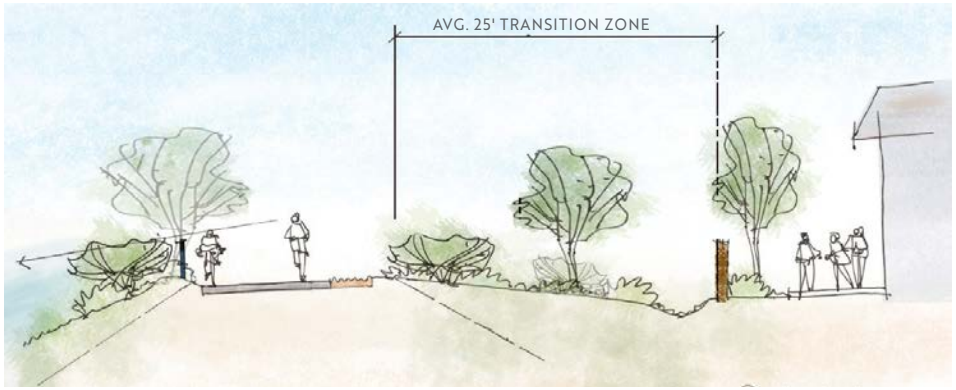
C. Where development occurs along the "Edge" of the El Rio Corridor, development will follow a 60/40 ratio guideline. A minimum of 60% of the edge will be "functionally open" and a maximum of 40% of the edge will be "non- open." To meet the 60% functionally open "Edge" performance guidelines, various treatments may be utilized as further outlined in the El Rio Design Guidelines and Panning Standards.



60% OPEN EDGE AND 40% NON-OPEN EDGE

D. An average of a 25-foot transition zone should be provided from the southern edge of the El Rio Trail leading to development sites. This transition zone will allow landscaping to gradually change from natural appearing landscaping along the El Rio Trail and Gila River to landscaping that may have a more planned appearance as part of adjoining development sites.

E. Adjoining sites and buildings should be designed to reduce the perceived building mass from the El Rio Trail Corridor, and/or landscaping within the El Rio Trail Corridor should be designed to reduce the perceived building mass.



A 25-FOOT AVG. TRANSITION ZONE WILL HELP SOFTEN THE PRESENCE OF ADJOINING DEVELOPMENT.

A VIEW FENCE IS PROVIDED BETWEEN A LOCAL STREET AND THE TRANSITION ZONE LEADING TO THE EL RIO TRAIL.

F. Solid fencing or walls support safe and defined community boundaries. Where it is supported by adjoining site layouts, partial view fencing can be considered to support visibility to the El Rio Trail Corridor from community open spaces or roadways.

G. Adjoining developments should provide views to the El Rio Trail Corridor from adjoining open spaces, two-story homes, or from connecting pathways or washes.

H. Drainage improvements connecting to or located within the El Rio Trail Corridor should blend with the natural desert environment.

I. Approximately every ¼ to ½ mile, multi-modal trail connections should extend to the El Rio Trail from the adjoining development sites. These adjoining connections should be a minimum of 20 feet in width and designed to be inviting, safe, and accessible by a variety of users.

J. Meandering shared-use trails along collector and arterial corridors which link to internal and external open space areas, paths and trails should also extend to connect to the El Rio Trail where it is reasonably feasible.

K. Within the El Rio Trail Corridor, various amenities should be provided to encourage residents to use the trail as an enjoyable, convenient, and safe trail connection to neighboring communities, parks, and commercial uses. Improvements such as clear and consistent wayfinding (through signage or apparent design choices), shaded seating in activated visible areas, fun meandering trail designs, safe visibility distances at trail connections, sufficient trail shade during the warmer months, and/or opportunities to view or rest along the river, should be provided.

7.0. PAD AMENDMENTS

Amendments to the Rio 1900 PAD may be necessary from time to time for various reasons, including changing market or financial conditions, new development conditions, specific or unique requirements of a potential user or builder, or to address issues that were not contemplated in the approved plan.

There are two types of amendments: major amendments and minor amendments.

Major Amendments will be processed in the same manner as an application for a rezoning request in accordance with the City of Goodyear Zoning Ordinance. Minor Amendments shall be reviewed and approved or denied by the Development Services Director or Designee through an administrative review and approval process. The Development Services Director shall determine if a proposed amendment is Major or Minor based on the criteria defined herein.

7.1 Major Amendment Criteria

Land Use Character Area (LUCA):
A decrease or increase in the minimum or maximum required acreage of any LUCA by 10% or more of the applicable LUCA.

Minimum or Maximum Percentage of a Designated LUCA:
A change to the minimum or maximum amount of any LUCA requirement or limitation that is stated within any LUCA regulation defined within the Rio 1900 PAD by more than 20%. For example, per the PAD, a minimum of 25 acres of the CAC Character Area must be developed using one or more of the Commercial zoning districts. Any reduction of more than 20% (or 5 acres) shall be deemed a Major Amendment. This applies to any required minimum or maximum thresholds within the LUCA regulations.

Permitted Uses:
An addition of a permitted use or modification to a permitted use, except if the use is determined by the Development Services Director to be analogous to a use permitted within the applicable district, then a Major Amendment is not required.

Development Standards:
An increase and decrease of a regulated development standard by 10% or more for an individual development project.

7.2 Minor Amendment Criteria

An amendment not meeting the criteria for a Major Amendment as set forth above shall be deemed a Minor Amendment.

A Minor Amendment may include a request to increase the overall project unit count by less than 5%, or an increase or decrease in the allowed acreage of a LUCA by less than 10%. Additionally, changes to the Design Guidelines may be allowed as a Minor Amendment at the discretion of the Development Services Director if the change is not deemed to be detrimental to the overall intent of the guideline.

An application shall be filed with the Development Services Department and include all relevant information required for the review of the application.

The application shall include:

- A narrative description of the request, including location, proposed change, impacts to the project and surrounding area, how it meets the overall intent of the PAD, and justification that it meets the criteria as a minor;
- Owner authorization;
- Maps or exhibits if applicable to the request;
- An application fee consistent with the fee for a zoning interpretation.

A request for a minor amendment shall be reviewed and may be administratively approved or denied by staff. The Development Services Director or Designee shall provide a written decision to the applicant.

The request for a Minor Amendment shall be granted if the Development Services Director or Designee determines that the amendment will ensure compatibility with the Rio 1900 PAD and will not materially and adversely affect adjacent land uses and/or the physical character of uses in the immediate area of the property impacted by the amendment.

If a Minor Amendment is denied by the Development Services Director or Designee, the applicant may elect to pursue a Major Amendment subject to the process defined within the City Zoning Ordinance.

Evaluation Criteria

1. *Consistency with the General Plan.*

The General Plan designates most of the Rio 1900 rezone area (the "Project") as Neighborhoods, though an area within and adjacent to the Gila River corridor falls within the Open Space designation. The Neighborhoods designation provides areas for the growth and development of a variety of housing products and densities, as well as public and community facilities such as schools and places of worship, and commercial uses at appropriate intensities and locations. The Open Space designation provides areas where public or private land can be preserved for conservation or regionally significant recreational purposes.

Within the portion of the Project designed as Open Space, there are thirty-one (31) acres that fall within the Village Neighborhood and Urban Neighborhood LUCAs as set forth in the proposed PAD. Because of their inclusion in these LUCAs, these thirty-one (31) acres could be developed with residential uses that are not compatible with the Open Space designation. A Minor General Plan Amendment is proposed concurrently with this Rezone request, under Case Number P25-00128 and AI-2856, to change the designation of these thirty-one (31) acres from Open Space to Neighborhoods. Full details of this request are available in the separate report for the Minor General Plan Amendment.

The Project also contains areas within the Aggregate Mining Overlay and the Farm Focus Area Overlay. The Aggregate Mining Overlay denotes areas of aggregates identified by state agencies under 9-461.05.C.1(g), while the Farm Focus Area Overlay denotes areas with existing agricultural uses and related activities that may continue into the next planning horizon of the General Plan, and areas where an agricultural design character is to be encouraged. Within the Project, these overlays cover areas within and adjacent to the Gila River channel. The Aggregate Mining Overlay prescribes no development restrictions, while the Farm Focus Area Overlay permits the AG and AU zoning districts in addition to any underlying zoning districts, and sets forth design recommendations for development, but does not limit development to uses allowed in these agricultural districts.

The proposed rezone is consistent with the above land use designations, overlay, and growth area, as it would permit the development of Rio 1900 with a variety of residential, commercial, civic, and open space uses.

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

The Project contains both flat areas and hillside areas (for purposes of the Rio 1900 PAD, "hillside areas" are defined as those with a slope exceeding 20%). The PAD proposes customized hillside development guidelines to ensure development in these areas is appropriate and environmentally sensitive. These guidelines require a minimum of fifty (50) percent of the total designated hillside areas to be preserved in designated open

space tracts. Up to thirty (30) percent of the preserved open space may be revegetated and/or disturbed, provided it is revegetated to match its natural state in both plant species and quantities. The PAD also proposes regulations for grading and disturbance activities, including requirements for cut and fill slopes and retaining walls.

Due to its proximity to the Gila River, portions of the Project fall within the Special Flood Hazard Area Zone AE or A, as defined on the Federal Emergency Management Agency (FEMA) Flood Maps. A stipulation is proposed that will require the applicant to obtain approval of a Conditional Letter of Map Revision (CLOMR) concurrently with any preliminary plat or site plan application for a development located within the floodplain. The CLOMR must be approved, or determined to be not required, prior to submittal of any final plats or civil construction drawings. If the CLOMR is found to not be required, the applicant may proceed to a Letter of Map Revision (LOMR), which must be approved before issuance of any construction permits for work within the floodplain.

The Project's adjacency to the Gila River provides a unique opportunity for recreational amenities such as the proposed El Rio Trail along the south riverbank. The trail itself and at least one trailhead (to include parking and amenities) will be fully open and accessible to the public as set forth in the proposed stipulations.

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 – Undeveloped land in the Gila River channel
- South – Various communities in Estrella, including Lucero and Estrella Phase I, both of which have PAD zoning. Lucero is residential and Estrella Phase I includes both residential and commercial areas.
- East – Tres Rios Golf Course and Estrella Mountain Regional Park are located on the east side of Estrella Parkway, near the northeast corner of the Project. On the west side of Estrella Parkway (near the southeast corner of the Project), Lucero occupies a wedge-shaped piece of land between Estrella Parkway and the portion of King Ranch that occupies the east side of Cotton Lane.
- West – Undeveloped land owned by Maricopa County and the federal government, a portion of which is occupied by the Gila River channel

The proposed zoning for the Project site is PAD with multiple underlying zoning districts. This proposed zoning is compatible with the development in the surrounding area. Commercial uses are expected to cluster within the Commercial Activity Center LUCA, located along Cotton Lane and Estrella Parkway, where these existing roads will intersect with new collector roads extending into the Property's interior. The Resort LUCA would accommodate a resort development at the east end of the Property, should market conditions support one. Multi-family residential development (MF-12 through MF-24) will concentrate within the Urban Neighborhood LUCA, near the commercial nodes. Single-family residential development will be located within the Village Neighborhood and Estate Residential LUCAs. The Village Neighborhood LUCA covers the largest geographic area

within the Project and will accommodate a range of housing products such as detached and attached single-family homes, court homes, and two-family homes, consistent with the primarily single-family character of the Estrella community to the south. The Estate Residential LUCA will accommodate large-lot single-family homes, which could include executive housing; this LUCA is concentrated in hillside areas where a low-density housing product is appropriate.

Two of the above LUCAs include measures to limit development within Rio 1900 where it directly adjoins residential uses in Estrella. The Resort LUCA includes a one hundred (100)-foot building setback along the southern Project boundary shared with Lucero. If this area is developed with a resort, all resort buildings will be required to observe a minimum 100-foot setback from this boundary. The Village Neighborhood LUCA includes areas along its southern boundary where residential development must meet certain lot width requirements to match lot widths on the Estrella side of the boundary.

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

The existing King Ranch PAD, as amended in 2006, allows for approximately 1,047 acres of single-family residential (including custom, estate, and conventional residential), 108 acres of multi-family residential (including townhomes/condos and medium/high density multi-family residential), 46 acres of commercial, 40 acres of civic/public uses, 630 acres of open space, and a six-acre community center. The proposed Rio 1900 PAD would include similar underlying zoning districts and uses. The exact acreage of each zoning district and use is not known at this time due to the layered approach described earlier in this report.

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

Per the 2035 General Plan, data from the Maricopa Association of Governments indicates that the population of Goodyear increased by 46% between 2010 and 2020 and is expected to reach 240,000 people by 2055. The General Plan estimates that 56,462 units are needed by 2055 to accommodate this growth. The overall growth of the city requires that housing stock keep pace to prevent overcrowding and to maintain affordability. Per data from the U.S. Census Bureau, approximately ten percent (10%) of the city's occupied housing units are located within multi-family developments of two or more units, whereas approximately eighty-nine percent (89%) are detached or attached single-family homes, so the construction of multi-family units within the Urban Neighborhood LUCA will help to provide more options for residents for whom a single-family home is not a viable option. The development of commercial uses within the Commercial Activity Center LUCA will provide retail, restaurant, and service options to residents within the Rio 1900 community, as well as residents in Estrella, Rainbow Valley, and other communities in central and southern Goodyear.

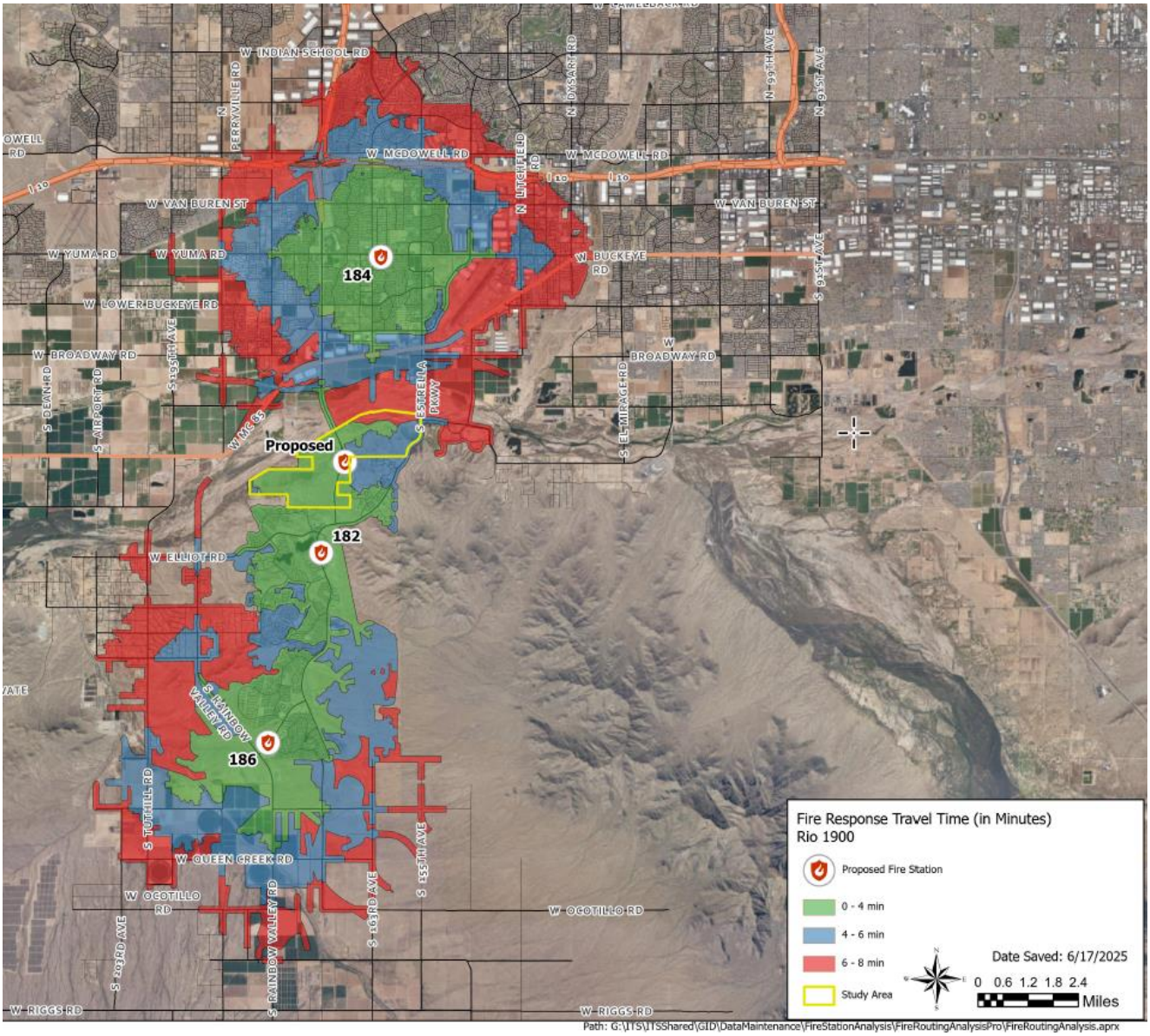
6. *Demands for public services that will be generated by the uses permitted in the proposed zoning district.*

The Project proposes to construct one new fire station and two new elementary schools within its boundaries. A conceptual land use plan in the project narrative shows potential locations for these services, but their exact locations will be finalized as the Project builds out.

An Agreement of Understanding was recorded in 2004 between Liberty Elementary School District (LESD), Buckeye Union High School District (BUHSD), and the King Ranch Project, for the provision of certain fees per residential unit to be paid to BUHSD, and for the donation of two (2) school sites to LESD. The applicant intends to follow the provisions of this agreement (or any amended agreement that all parties may agree upon) to address impacts to school operations related to the Rio 1900 development. Both LESD and BUHSD were also forwarded copies of the Rio 1900 rezone application for review. LESD acknowledged that Rio 1900's proposal for two new elementary school sites conforms with what was anticipated under the King Ranch PAD, while BUHSD did not provide feedback.

The exhibit on the following page shows three existing fire stations in the vicinity of the Project (Stations 182, 184, and 186), as well as the approximate location of the new fire station within the Project boundaries. The exhibit demonstrates that with the proposed Rio 1900 fire station in place and with additional support from the three existing stations, most areas of the Project will fall within a response time of zero to four (4) minutes (as depicted in green) or a response time of four (4) to six (6) minutes (as depicted in blue). A limited area of Rio 1900 falls within a response time of six (6) to (8) minutes (as depicted in red), but this area is within the Gila River corridor and will not be developed. The Fire Department has reviewed this exhibit and has determined the response times depicted to be acceptable.

While it was not included in this analysis, another new fire station is planned for future construction within the Lakin Industrial Park, at the intersection of Cotton Lane and MC-85. This station will provide additional coverage for Rio 1900 once it is operational.


W INDIAN SCHOOL RD
N PERRYVILLE RD
N DYSART RD
N 99TH AVE
N 91ST AVE
W MCDOWELL RD
N LITCHFIELD RD
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W VAN BUREN ST
W YUMA RD
W BUCKEYE RD
S 91ST AVE
W LOWER BUCKEYE RD
W BROADWAY RD
S 195TH AVE
S DEAN RD
S AIRPORT RD
S ESTRELLA PKWY
S EL MIRAGE RD
W MC 85
Proposed
184
182
W ELLIOT RD
S RAINBOW VALLEY RD
186
S TUTHILL RD
W QUEEN CREEK RD
S 155TH AVE
W OCOTILLO RD
S 163RD AVE
S 163RD AVE
S RAINBOW VALLEY RD
W RIGGS RD
Fire Response Travel Time (in Minutes)
Rio 1900
Proposed Fire Station
0 - 4 min
4 - 6 min
6 - 8 min
Study Area
Date Saved: 6/17/2025
0 0.6 1.2 1.8 2.4
Miles
Path: G:\ITS\ITSShared\GID\DataMaintenance\FireStationAnalysis\FireRoutingAnalysisPro\FireRoutingAnalysis.aprx

AGENDA ITEM #: 5.
DATE: December 03, 2025
CAR #: AI-2855
CASE #: P24-00287

Planning & Zoning Commission - AMENDED ACTION REPORT

SUBJECT: **REZONE APPROXIMATELY 1,940 ACRES FROM KING RANCH PAD TO RIO 1900 PAD**

STAFF PRESENTER(S): Ann Dolmage, Principal Planner

OTHER PRESENTER(S):
Brian Greathouse; Burch & Cracchiolo

SUMMARY:
This is a public hearing to request a rezone of approximately 1,940 acres, extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of the Estrella residential community, from King Ranch Planned Area Development (PAD) to Rio 1900 PAD with multiple underlying zoning districts.

RECOMMENDATION:

1. Conduct a public hearing to consider a rezone of approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella residential community, from King Ranch PAD to Rio 1900 PAD, with multiple underlying districts.
2. Recommend approval of the request to rezone approximately 1,940 acres generally extending east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella residential community, from King Ranch PAD to Rio 1900 PAD, as set forth in the draft of Ordinance No. 2025-XXXX (Ann Dolmage, Principal Planner).

STIPULATIONS:
See Ordinance 2025-XXXX.

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. Additionally, as part of the Development Agreement for King Ranch approved by City Council on September 11, 2023, the owner of the Property is required to repay the city for the construction of the Cotton Lane Bridge. Such

repayment may include land donations, construction of recreational facilities and/or amenities or the cash payment of $4,000 per vertical building permit (residential or commercial) issued for development within the Property until the city receives full repayment for the Cotton Lane Bridge.

BACKGROUND AND PREVIOUS ACTIONS:

The property currently known as Rio 1900, contains approximately 1,940 acres of land and generally extends east to west from Estrella Parkway across Cotton Lane to approximately the alignment of 187th Avenue, and north to south from Gila River to the northern edge of Estrella (the "Property"). The Property is located within the King Ranch PAD, for which a Final PAD was approved on August 22, 2005, under Case No. Z-05-05. The King Ranch PAD zoning authorized a mix of uses for the Property, including single-family residential (Custom, Estate, and Conventional), multi-family residential (Townhome/Condo), commercial uses, a research park, a community center, public facilities (including two fire stations and two school sites), and open space. A stipulation of the King Ranch PAD capped the total number of units in the project at 3,900, with no secondary cap on multi-family units.

On September 25, 2006, an amendment to the King Ranch PAD was approved under Case No. 06-200-00002. The amendment reconfigured commercial parcels as they related to the Gila River and Cotton Lane, adjusted the residential land use types adjacent to the reconfigured commercial areas, realigned Estrella Parkway as it entered King Ranch, added one 12.6-acre parcel with a new multi-family zoning district (Medium-High Density Residential) to the east side of the realigned Estrella Parkway, and allowed commercial parcels to contain residential dwelling units above the first floor. Application materials submitted for this amendment requested an increase in the unit cap from 3,900 to 4,250 (again with no secondary cap on multi-family units). This unit increase was not documented in the stipulations of approval for the amendment.

Approximately eighty (80) acres of the Property are owned by the State of Arizona Land Department. The applicant has initiated the process of purchasing this land from the State via auction.

STAFF ANALYSIS

Current Policy:

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

Summary of the Rezoning Request:

The applicant seeks approval to remove approximately 1,940 acres from the King Ranch PAD and rezone the property to the Rio 1900 PAD. The proposal establishes a flexible Land Use Character (LUCA) framework to organize permitted uses and guide future zoning applications. Seven LUCAs are proposed:

· Open Space (OS): Includes steep hillsides, natural open spaces, drainage corridors, community parks, trails, passive and active open spaces, and developed landscape areas. All zoning districts are permitted when uses are analogous to open space.

· Civic Use (CU): Includes schools, community centers, fire stations, churches, utilities and infrastructure facilities, and other public and private uses that benefit the community. Permits the PFD PAD zoning district.

· Estate Residential (ER): Accommodates low-density residential, such as larger-lot single-family residential and executive housing. Permitted zoning districts include R1-10 PAD and AU PAD.

· Village Neighborhood (VN): Accommodates a variety of low- to medium-density residential development, including single-family detached or attached homes, court homes, and two-family homes. Permitted zoning districts include R1-7 PAD, R1-6 PAD, R1-4 PAD, R1-C PAD, R1-A PAD, and R-2 PAD.

· Urban Neighborhood (UN): Accommodates higher-density residential of up to 24 units per acre.

Permitted zoning districts include MF-12 PAD, MF-18 PAD, and MF-24 PAD.
· Commercial Activity Center (CAC): Accommodates a variety of commercial and retail services, office uses, and medical facilities. Permits the C-O PAD, C-1 PAD, and C-2 PAD zoning districts.
· Resort (RO): Accommodates a resort hotel. Permits the C-2 PAD zoning district, though a limited and customized list of C-2 uses (compatible with a resort development) are permitted as described in the regulatory document.

The LUCA boundaries are conceptual and may overlap. Within this context each LUCA is layered atop any preceding LUCA allowing multiple zoning districts within a given portion of the Property. All development proposals will require preliminary plat or site plan approval, during which the applicant will select a zoning district compatible with the assigned LUCA.

Proposed Development Program
· Residential: The project narrative indicates that approximately 5,762 residential units could be developed on the Property. However, the applicants have declined to identify a specific cap in the regulatory document, as they are proposing to allow the project's water allocation to determine their unit count.
· Open Space: A minimum of 30% of the gross project area shall be designated as open space. Additionally, for all single-family residential districts except AU-PAD, a minimum of 17% of net area shall be in open space, and half of that (8.5% of the net area) shall be usable open space as defined in the regulatory document. The development will include an approximately five (5)-acre community park, a linear park with multi-use trail along the south side of the Gila River (the El Rio Regional Trail), and a system of additional multi-use trails throughout the community (the Central Spine Trail, the Sarival Trail, and various community and local trails).
· Phasing: Open space is calculated sitewide, allowing flexibility in individual developments while maintaining the overall requirement.

Modified Development Standards
Instead of creating a unique set of standards, this PAD largely implements the use permissions and development standards from the City's zoning ordinance with limited exceptions that are appropriate for the character of this large master planned community.
· Single-Family Residential: Reduced lot size, lot width, lot depth, lot coverage, and setbacks for certain districts. The Village Neighborhood LUCA is required to provide a minimum number of lot sizes/widths to promote housing diversity, and the Estate Residential LUCA is required to develop at least one hundred (100) acres of its area with AU-PAD and R1-10 zoning districts, ensuring that large-lot housing will be provided within the community. Open space for most districts to be provided at a rate of 17% of the net area of the residential development, with half of that area (8.5%) designated as usable open space.
· Multi-Family Residential: Height flexibility in MF-12 for developments with pitched roofs; setback reductions for MF-12 (for rear setback and setbacks from single-family residential); and an increase in minimum lot width requirement for MF-24.
· Commercial & Public Facility Districts: A minimum of 25 acres within the Commercial Activity Center LUCA must be developed using the C-O PAD, C-1 PAD, or C-2 PAD zoning districts. The Resort LUCA shall utilize the C-2 PAD zoning district, with a limited and customized list of uses as per the regulatory document.

The PAD also includes guidelines for dark sky preservation, hillside development, and the design of the El Rio Trail, as follows:
· Dark sky preservation guidelines discourage continuous street lighting and require street lighting along arterial and collector roadways at intersections only. Article 10 in the Zoning Ordinance (Outdoor Lighting Standards) is also applicable to the project.
· Hillside development guidelines are applicable to areas where slopes exceed twenty (20) percent. Among other measures, the hillside development guidelines require at least fifty (50) percent of the total hillside areas to be preserved as open space. Where practical, the preserved open space should prioritize features such as pitched hilltops and prominent ridges, severe slopes, washes and natural

drainage courses, boulder outcrops, and significant vegetation areas.
· The El Rio Trail design guidelines largely follow the “El Rio Design Guidelines and Planning Standards”, signed by the cities of Goodyear, Avondale, and Buckeye, as well as Maricopa County, in 2016.

Key Outcomes
The Rio 1900 PAD is designed to:
· Provide a flexible land use framework that can respond to changing market conditions while protecting community character.
· Locate commercial uses near arterial roads and major intersections, with the highest-intensity residential uses near these commercial nodes.
· Ensure meaningful open space and community connectivity through parks, trails, and amenities, to include a new community park and river trail to be open to the public.

Additional details of the request can be found within the Planned Area Development which is an exhibit to the Ordinance (Attachment A), Aerial Exhibit (Attachment B), Details of the Request (Attachment C), and the Project Narrative (Attachment D).

Summary of Compliance with Rezoning Evaluation Criteria:
The proposed rezone of 1,940 acres from King Ranch PAD to Rio 1900 PAD is consistent with the General Plan designations for Open Space, Neighborhoods, Scenic Neighborhoods, Business & Commerce, Aggregate Mining Overlay, and Farm Focus Area, as discussed in Attachment E- Detailed Evaluation Criteria. The plan supports a mix of residential, commercial, civic, and open space uses, with commercial nodes located on Cotton Lane and Estrella Parkway.

The property’s physical features are suitable for the proposed uses and compatible with surrounding residential neighborhoods, schools, and open space. The layered Land Use Character Area approach allows appropriate placement of higher-intensity uses along arterials and near major intersections, while maintaining lower-density residential, community commercial, and open space in the rest of the site.

The updated PAD provides a blueprint for a variety of residential products, commercial uses, public facilities (including a new fire station), open space amenities (including some public amenities, to include a community park and river trail), and potentially a resort, to respond to market conditions that have changed since the original King Ranch PAD was approved twenty years ago. It addresses population growth, diversifies housing choices, and adds commercial services in an underserved area.

Public services, including fire, police, schools, and utilities, can serve the site, with school site planning coordinated with the districts. Transportation connections are planned, with traffic impacts addressed through approved master and future site-specific studies. The proposal promotes orderly growth by extending development adjacent to existing infrastructure and will meet all City standards at subsequent approval stages.

A neighborhood meeting was held at City Hall on July 8, 2025. Twenty-three (23) people attended the meeting and asked questions about density; water; emergency access; types of housing and commercial expected (including the likelihood of a resort); transportation issues (including the timing of Cotton Lane widening and separation of bicycle lanes from roadway corridors for safety); protections for hillside areas, drainageways, and habitat; and timing or phasing of development. Due to the open-house format of the meeting, the applicant addressed these questions on a person-to-person basis instead of as a formal presentation.

Staff have also received calls and emails about the proposed rezone from residents of the neighboring Estrella residential community. Many of these calls and emails came in shortly before the neighborhood meeting and were information-seeking requests for development plans, construction timing estimates, and similar topics. One resident expressed concerns about impacts to wildlife habitat, air quality, noise

pollution, and other environmental concerns, as well as traffic and congestion, crime, and the proliferation of data centers and industrial buildings in the city. An additional resident echoed the concerns about air quality (mostly as it pertains to construction activities), the potential for a resort hotel near her neighborhood, and the loss of open space and views in the area.

Additional details on the city Evaluation Criteria are found within the Detailed Evaluation Criteria (Attachment E).

Attachments

Attachment A - Draft Ordinance 2025-XXXX

Attachment B - Aerial Photo

Attachment C - Details of the Request

Attachment D - Project Narrative

Attachment E - Detailed Evaluation Criteria

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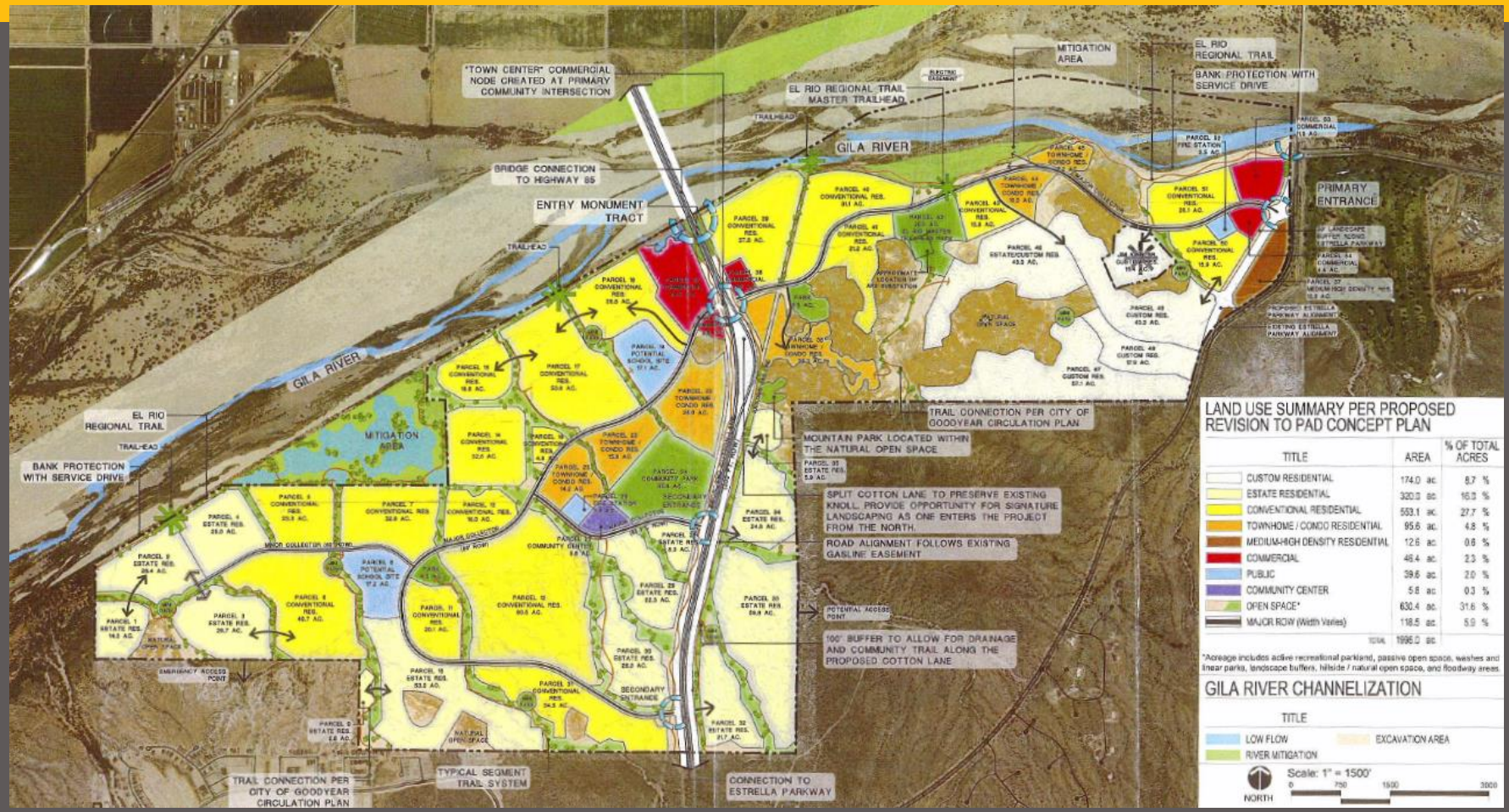
Existing Zoning: King Ranch PAD

- Approved 2005
- Amended 2006



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King Ranch – Residential

Housing Product	Maximum Density	Acres
Custom Single-Family	3.8 units/ac	174
Estate Single-Family	3.8 units/ac	320
Conventional Single-Family	5 units/ac	553.1
Condo/Townhome	7 units/ac*	95.6
Multi-Family	10 units/ac*	12.6
Total	**----**	**1,155.3**

*Higher densities considered for condos, townhomes, & multi-family, with modified development standards

Maximum units = 4,250

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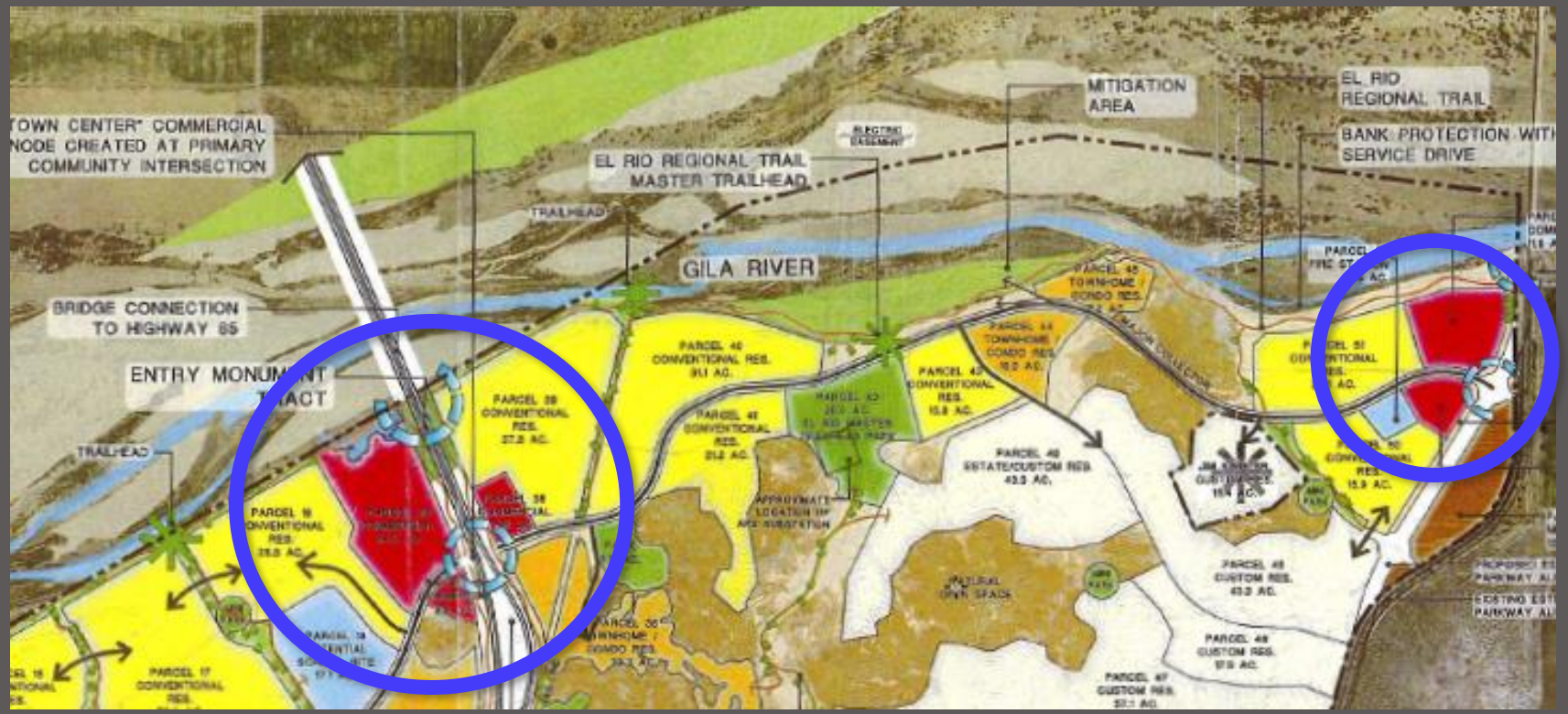
King Ranch – Commercial



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King Ranch – Open Space

- Community park
- El Rio Trail and trailhead park
- Smaller neighborhood and local parks, trails, community center, habitat mitigation area
- 630.4 acres

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Rezone Proposal

- Rezone to Rio 1900 Planned Area Development
- "Layered" land use character areas (LUCAs)
- Modified use permissions & development standards

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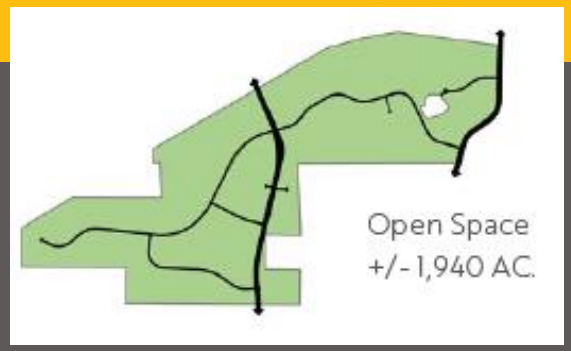
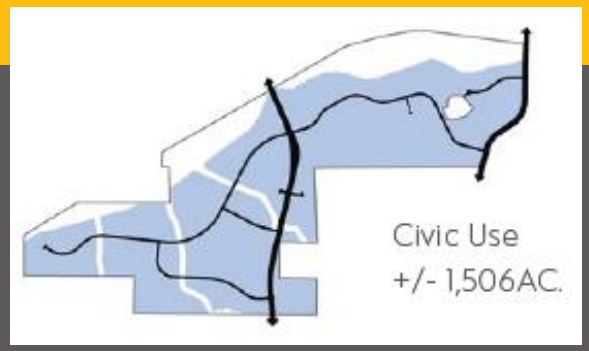
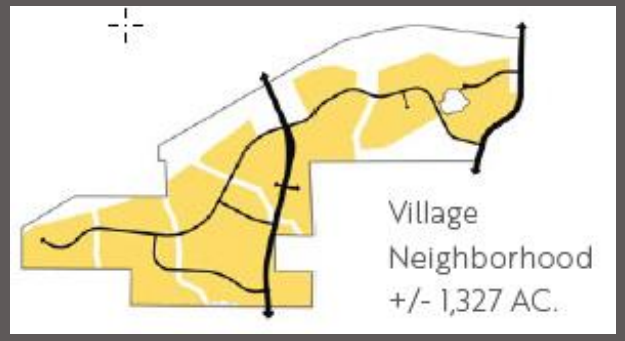
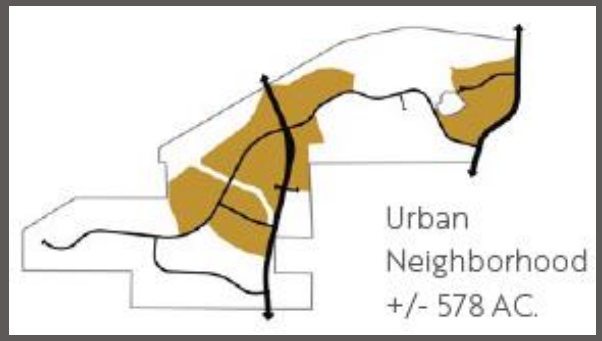
Land Use Character Areas (LUCAs)

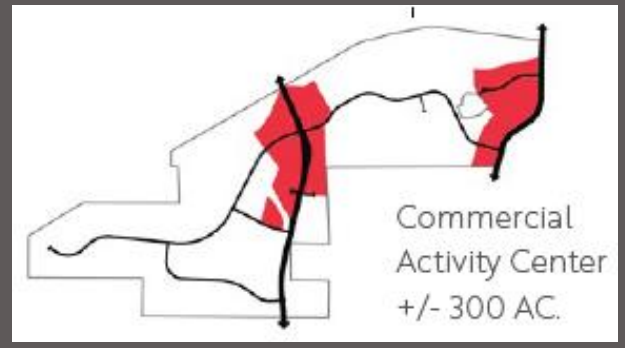
Layered areas describing where certain zoning districts may be located

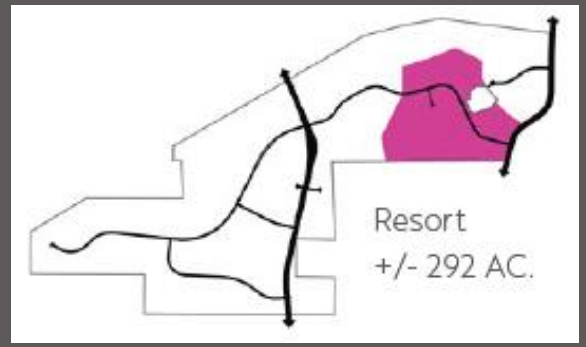












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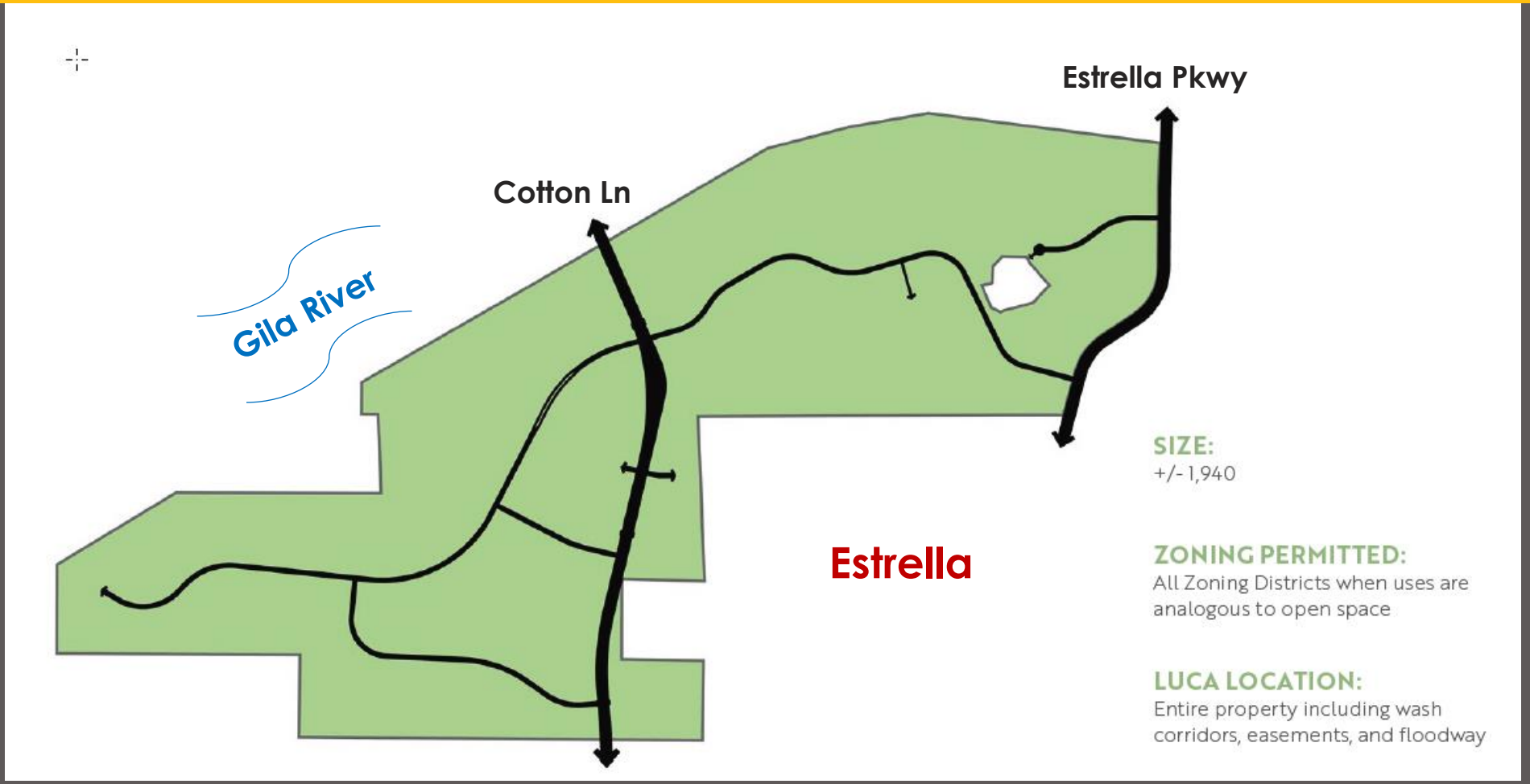
Open Space



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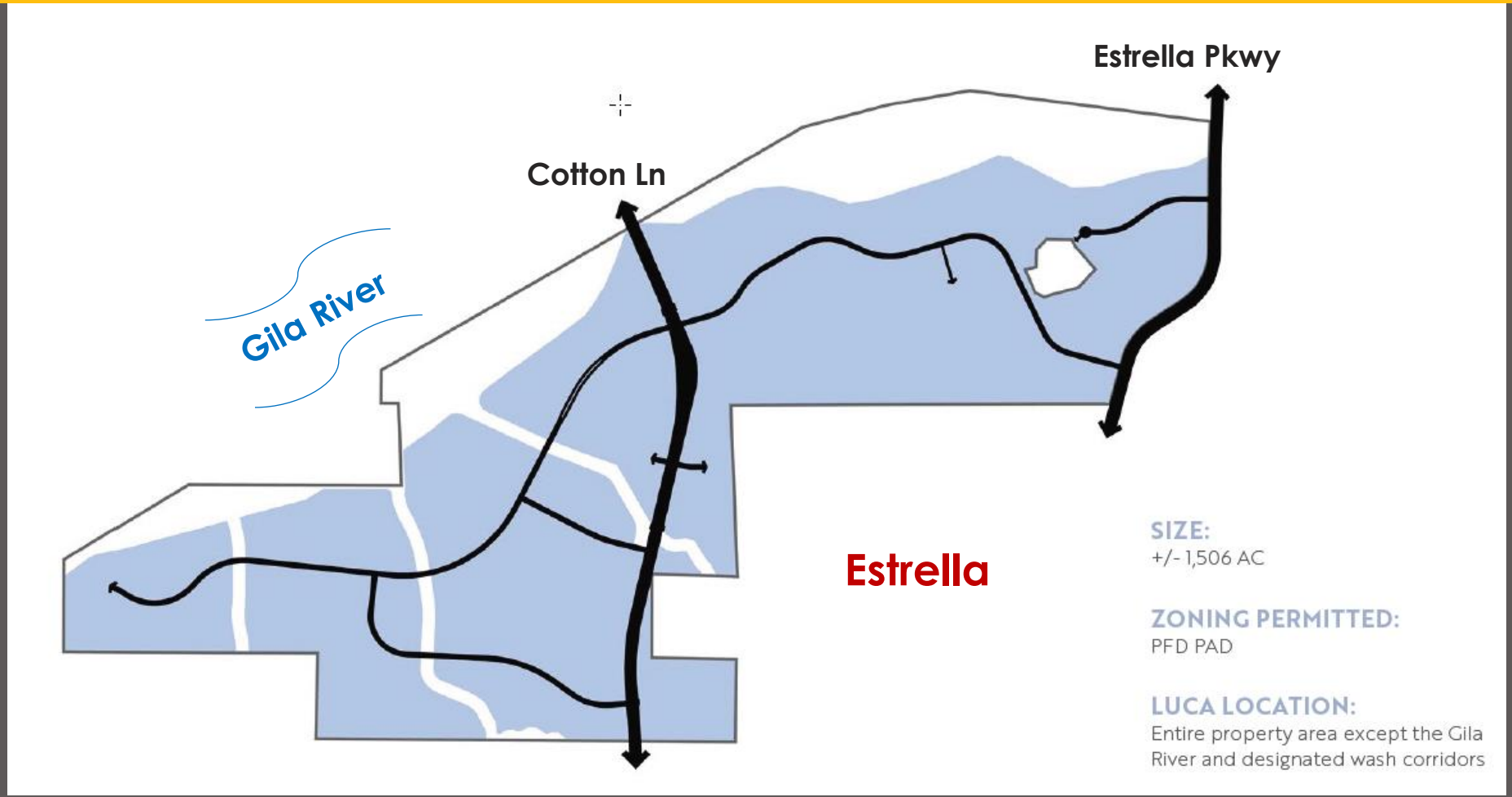
Civic



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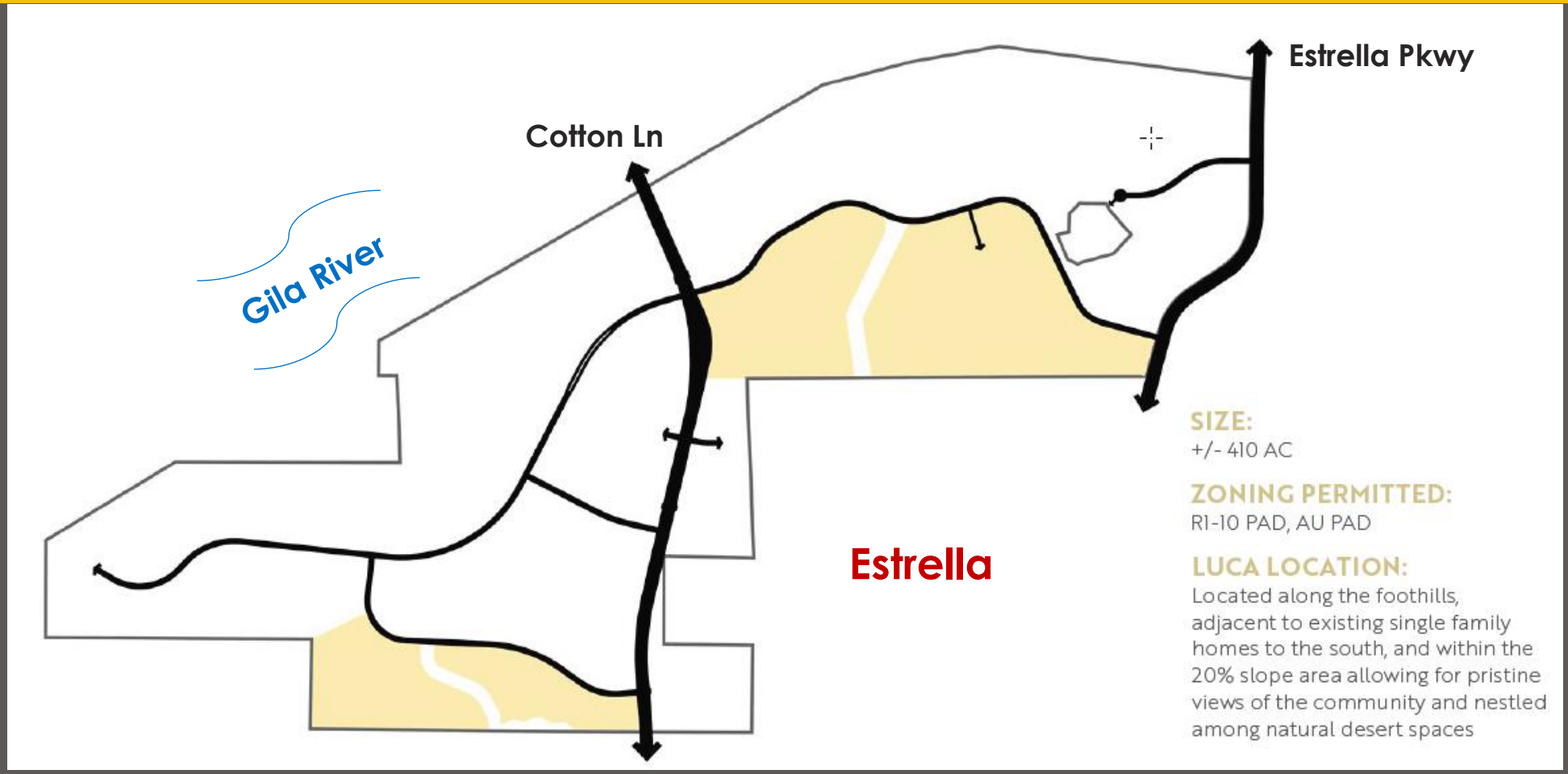
Estate Residential



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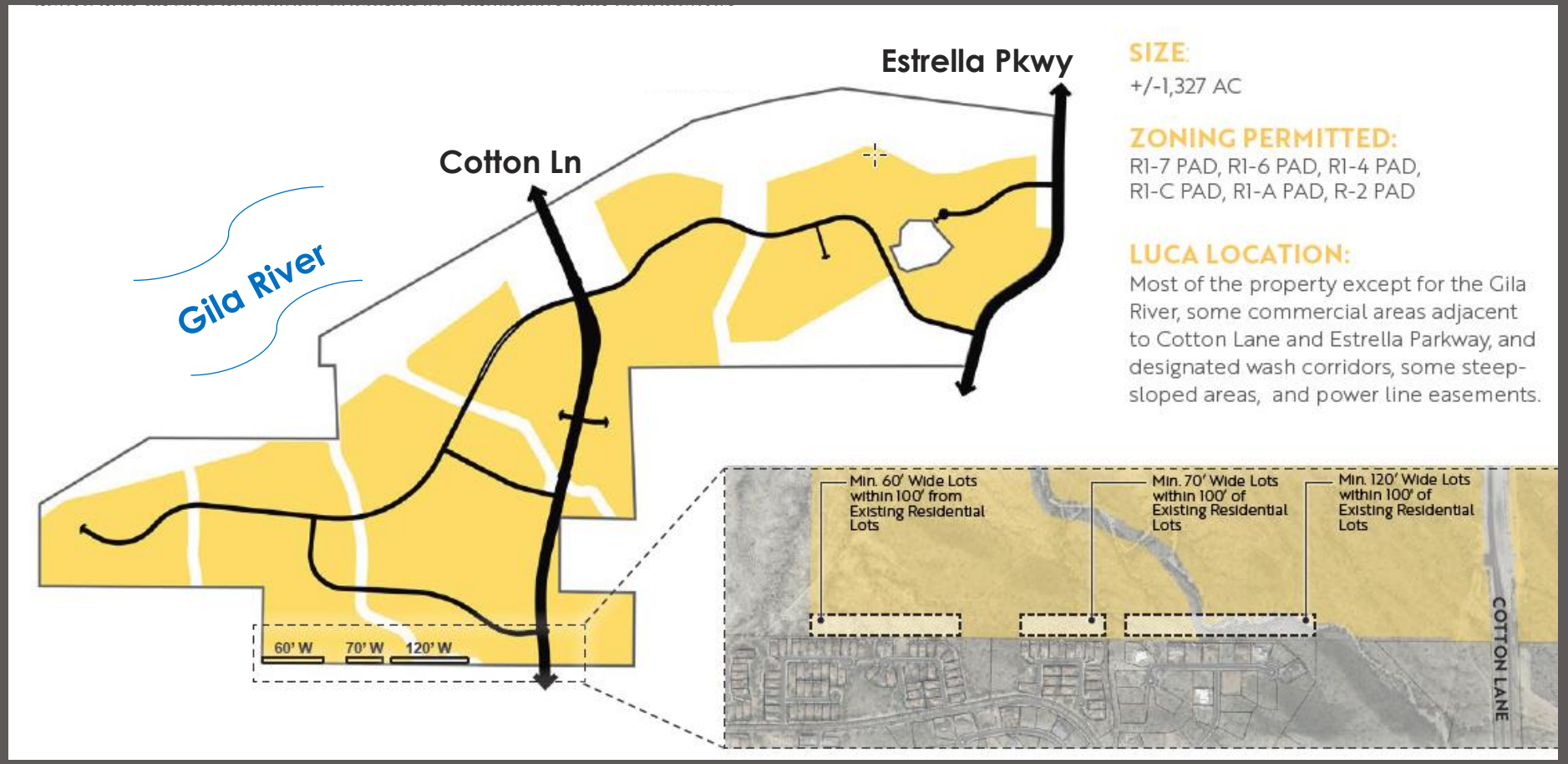
Village Neighborhood



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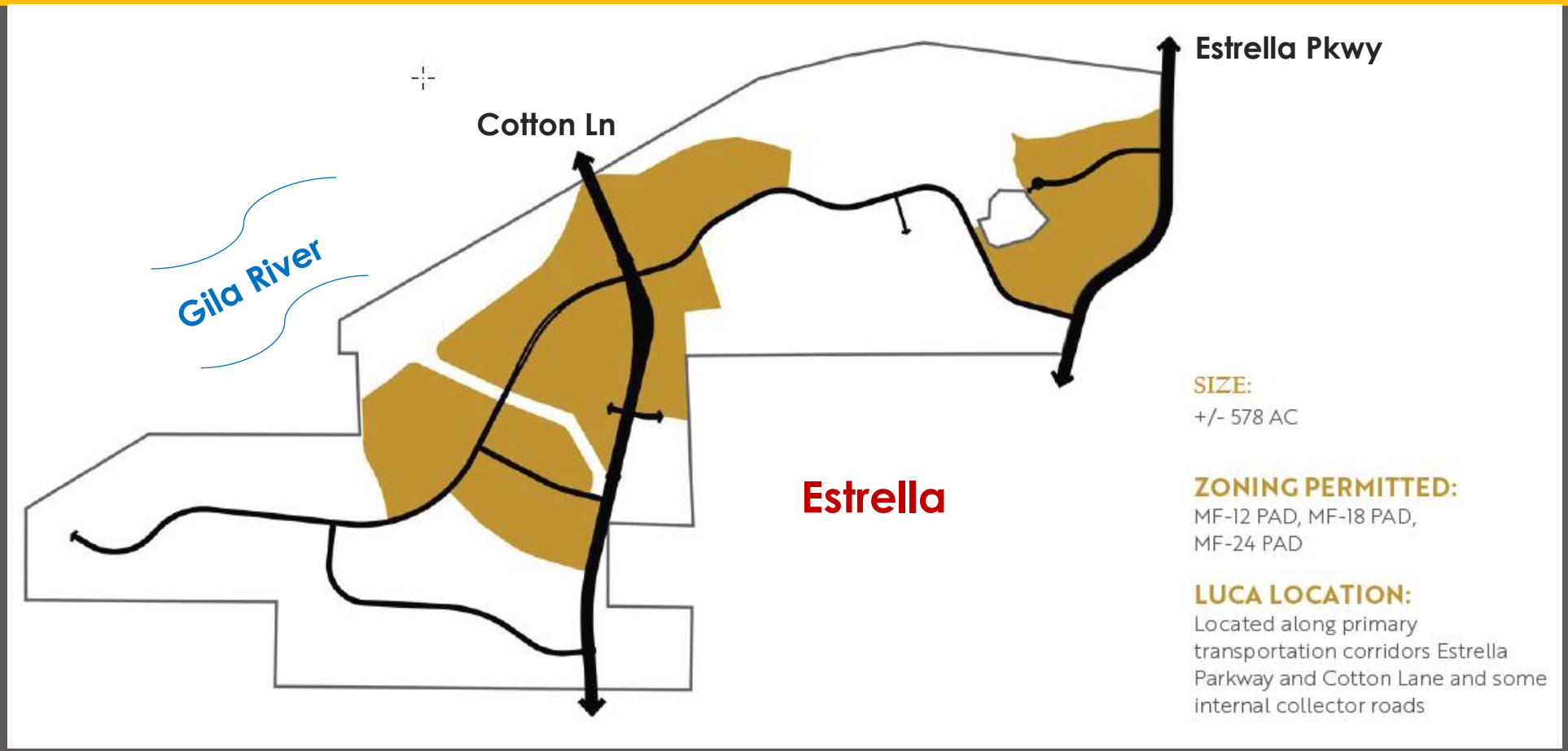
REZONE & MINOR GPA

Urban Neighborhood



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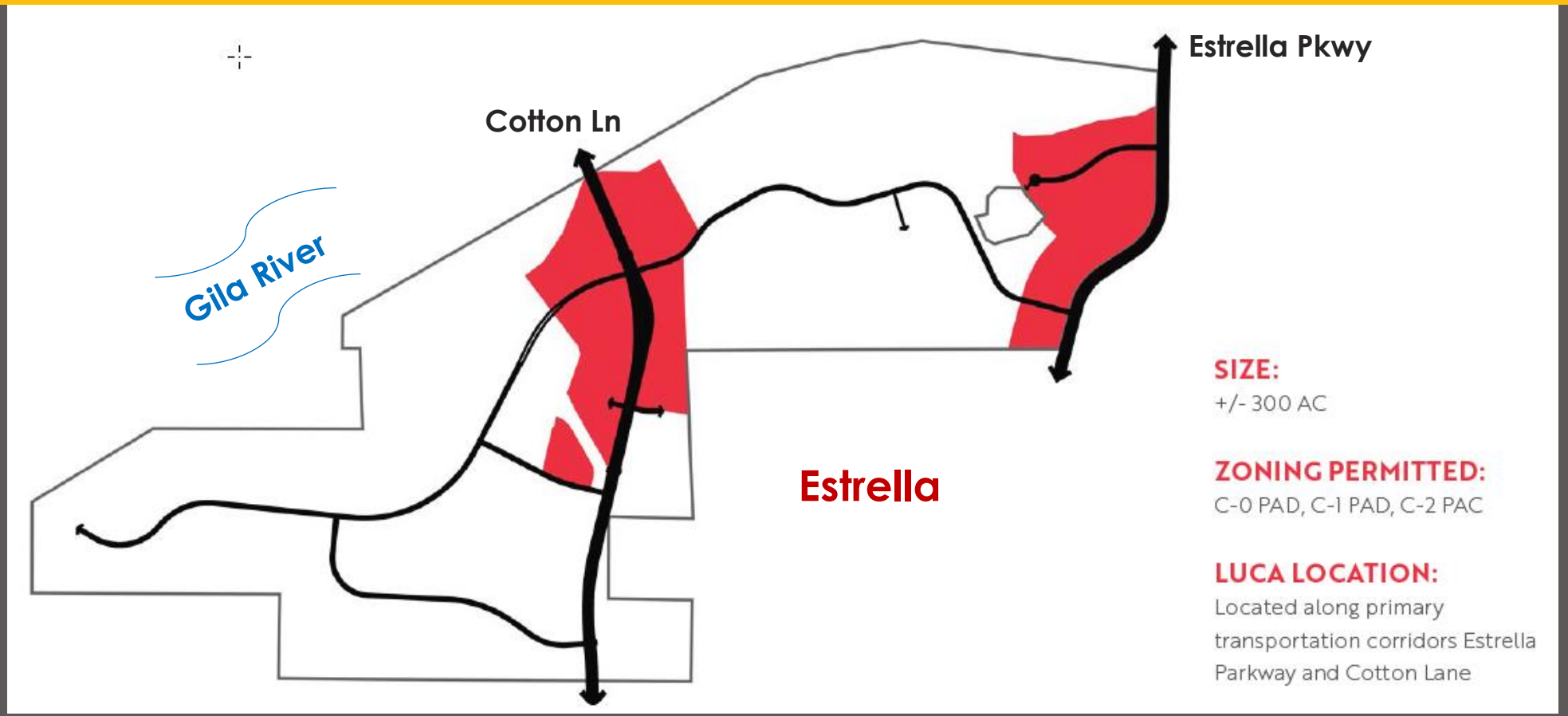
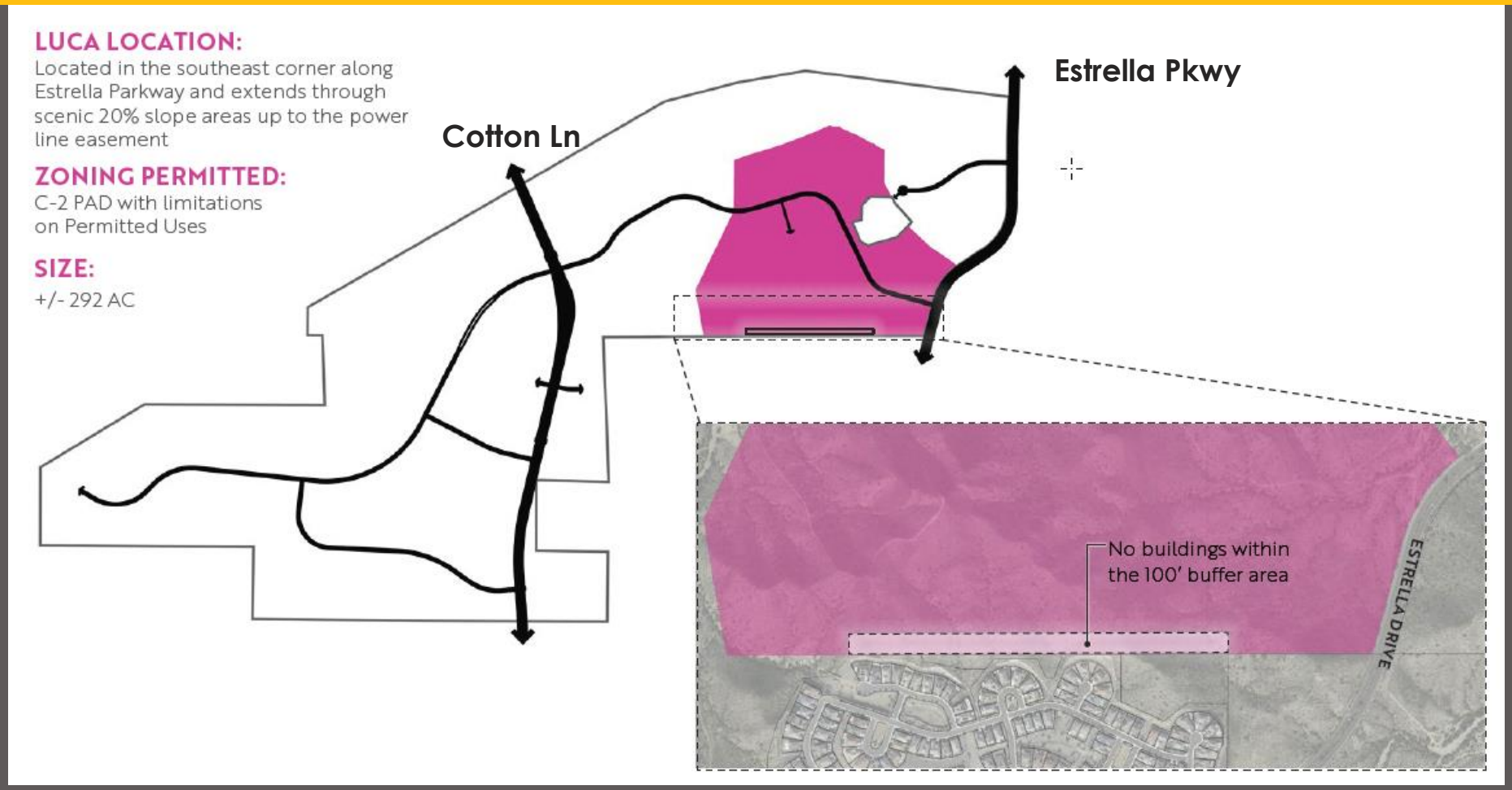
Commercial Activity Center



RIO 1900
REZONE & MINOR GPA

Resort



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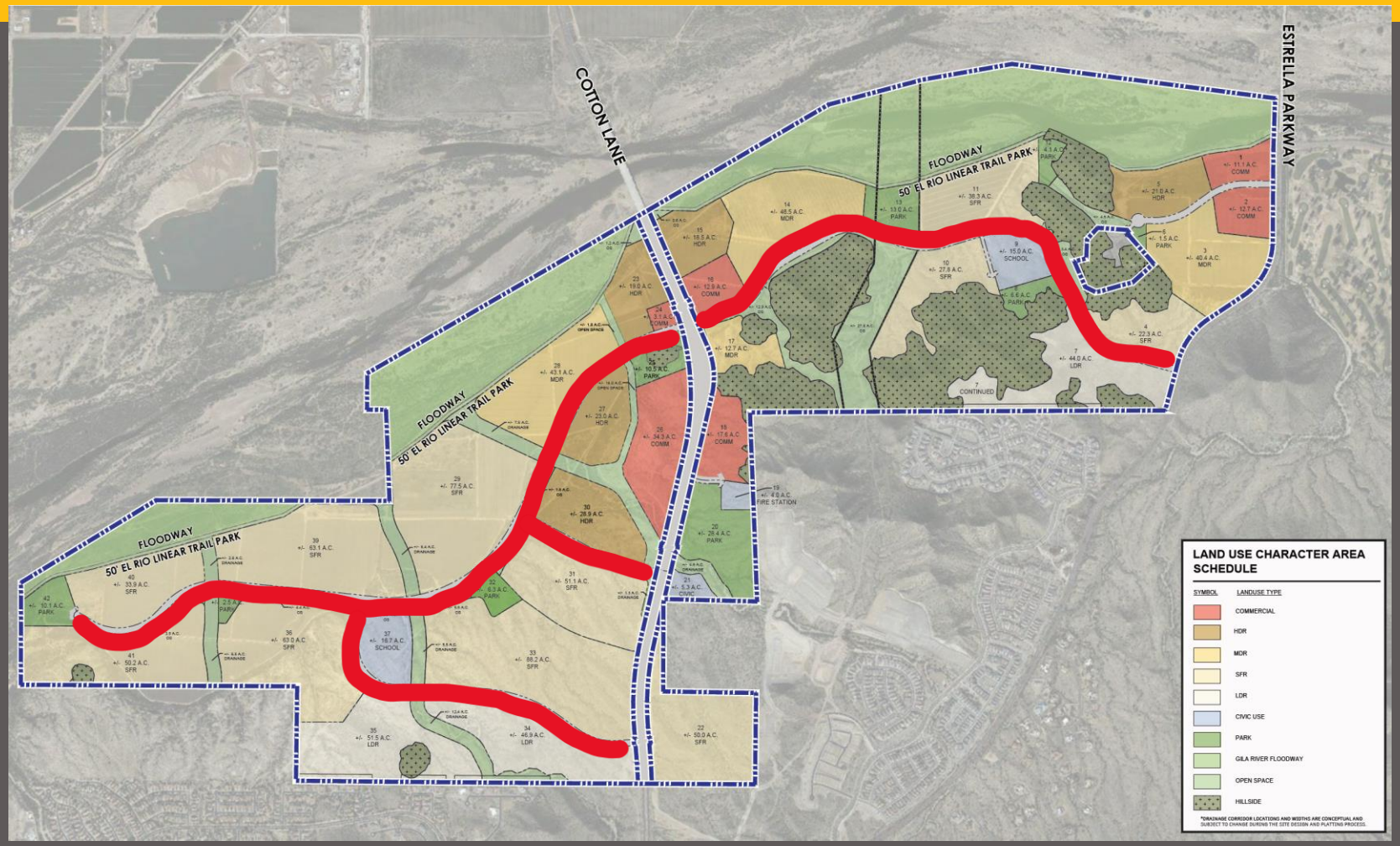
RIO 1900
REZONE & MINOR GPA

Conceptual Land Use Plan

- Commercial- 91.7 ac
- Civic- 41 ac
- Low Density Res- 142.4 ac
  (R1-10, AU)
- Single Family Res- 565.4 ac
  (R1-4, R1-6, R1-7)
- Medium Density Res- 144.7 ac
  (R1-A, R1-C, R-2)
- High Density Res- 110.4 ac
  (MF-12, MF-18, MF-24)



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Single-Family Residential

- Modified lot sizes, widths, depths, & setbacks for some districts
- Modified lot coverage for all districts
- Open space - 17% minimum
- Minimum100 acres of Estate Residential LUCA to use AU or R1-10 zoning

RIO 1900
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Multi-Family Residential

- Flexible building heights in MF-12 with pitched roofs
- Modified rear setback for MF-12
- Modified setback from single-family residential zoning for MF-12
- Increased lot width for MF-24

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Commercial & Civic

- Minimum 25 acres within Commercial Activity Center LUCA to use C-O, C-1, and/or C-2 zoning
- Resort LUCA to utilize C-2 zoning; customized uses
- Fire station site

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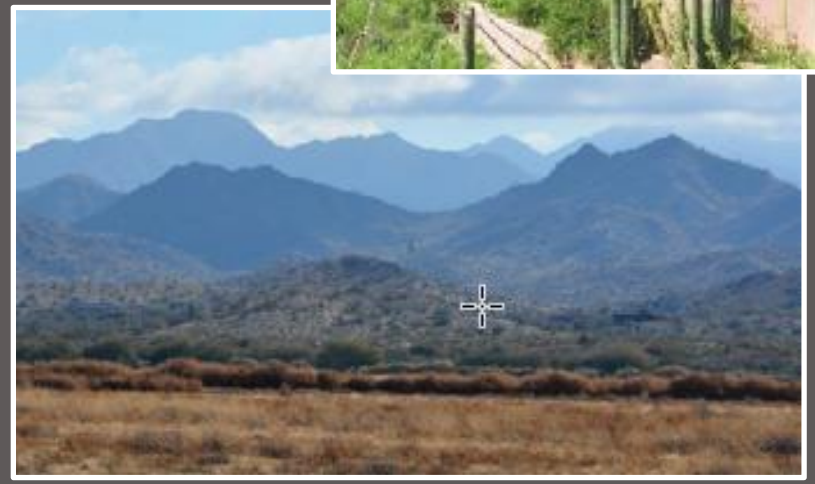
Hillside Development Standards

- Hillside = 20% or greater slope
- Minimum 50% of hillside areas to be preserved open space
- Up to 30% of preserved open space may be disturbed and revegetated to match natural state



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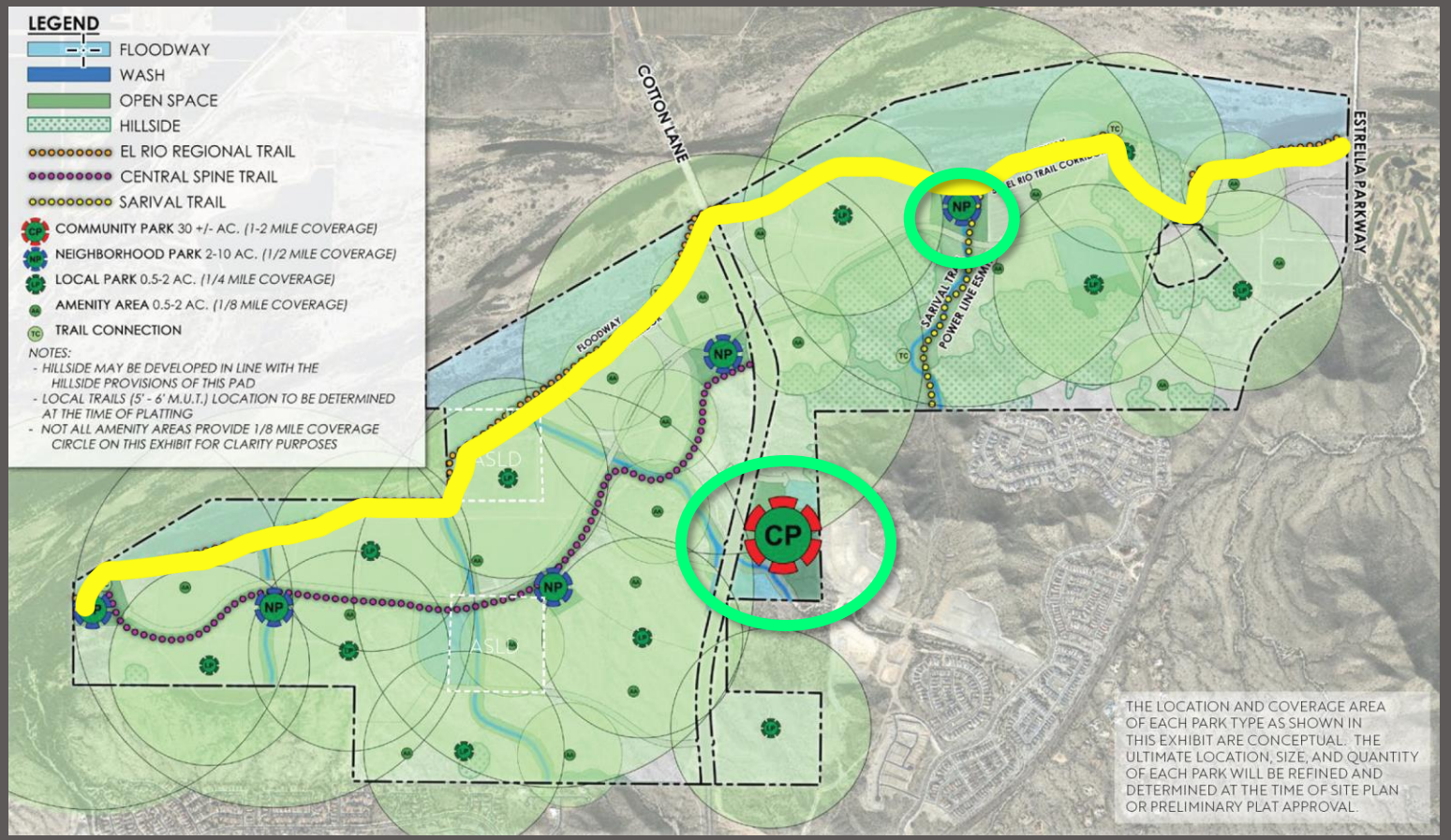
Open Space

- Minimum 30% overall
- Public facilities
  - El Rio Trail plus neighborhood park with trailhead
  - Community park
- Additional amenities



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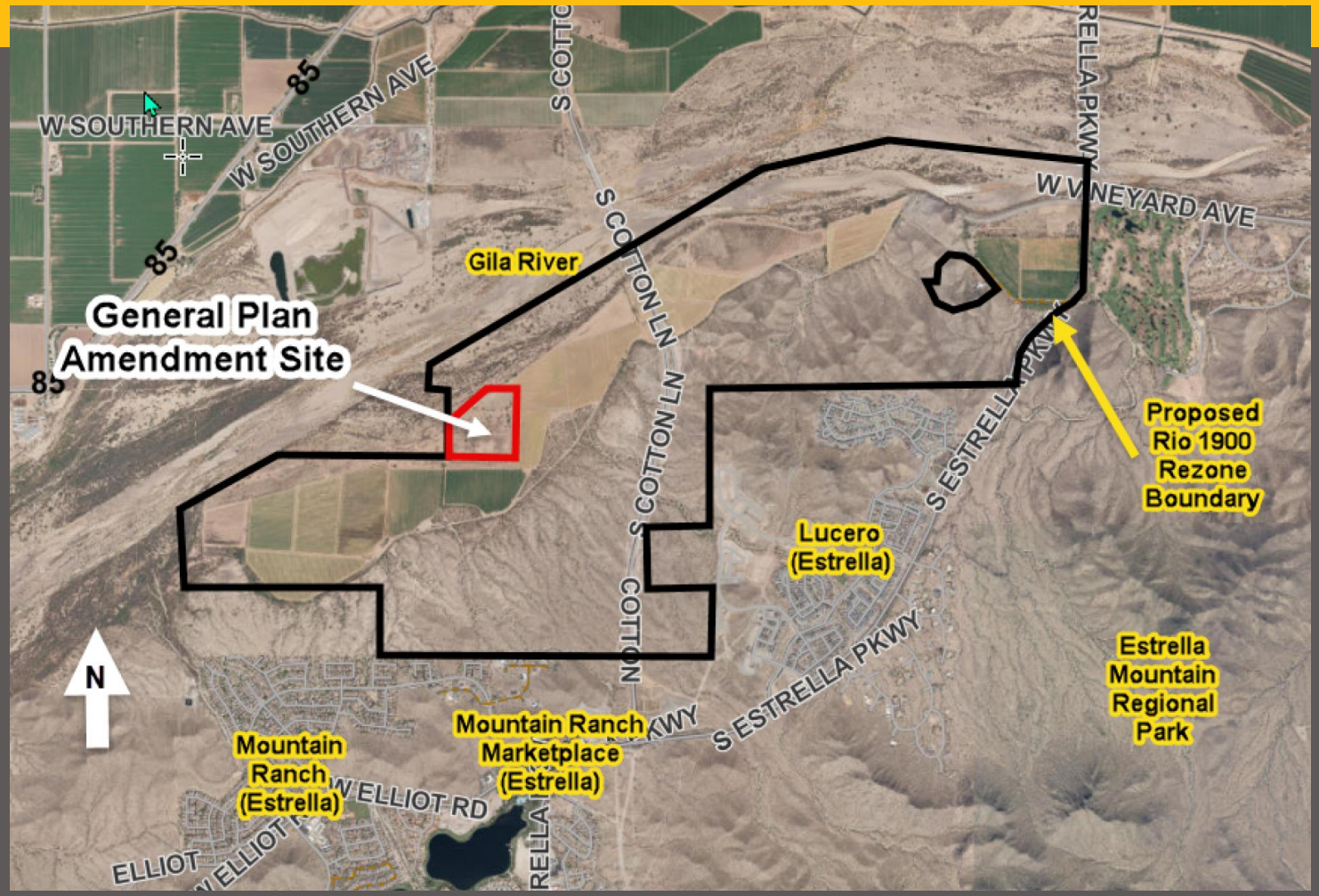
Minor General Plan Amendment

Amend land use designation of 31 acres from Open Space to Neighborhoods



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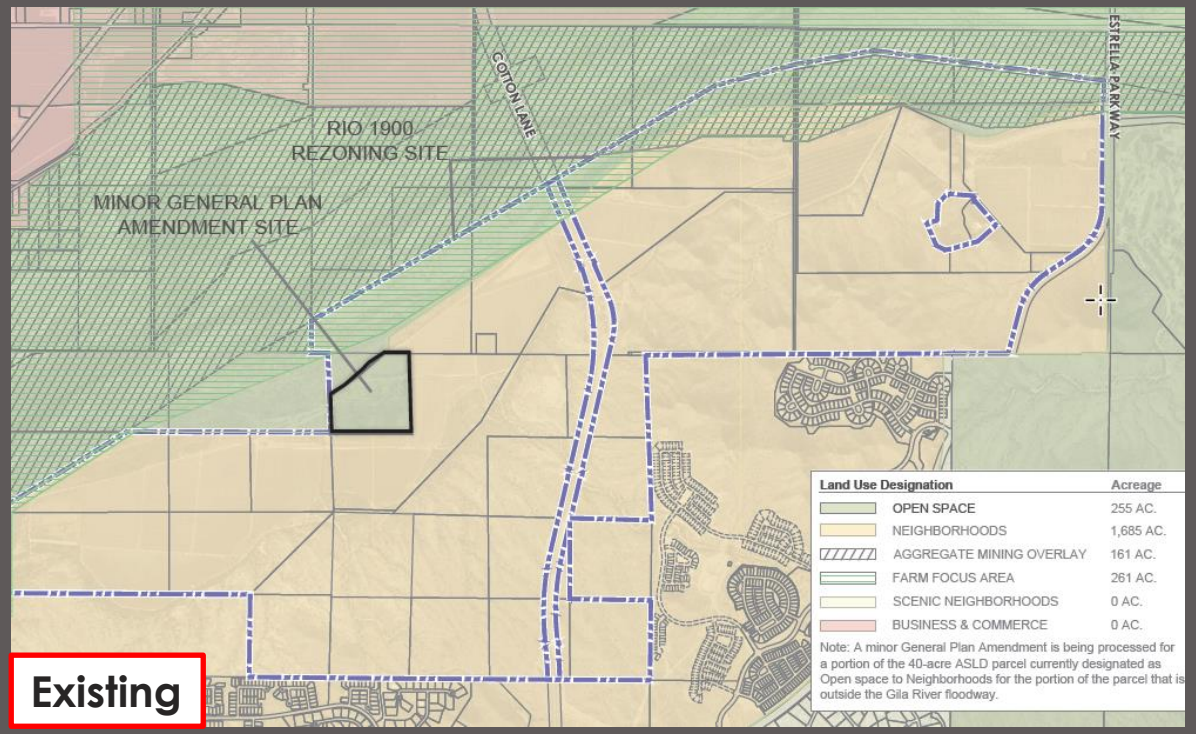
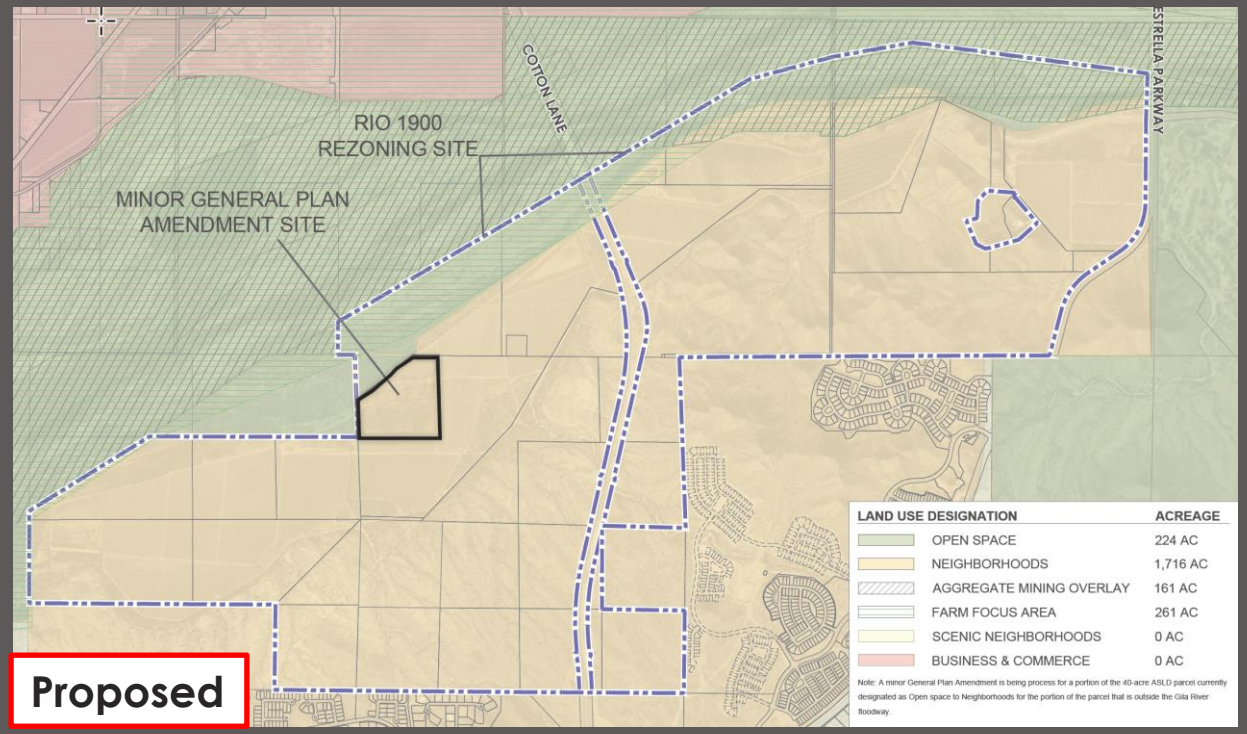
REZONE & MINOR GPA



Existing



Proposed

RIO 1900
REZONE & MINOR GPA

Public Participation

- Neighborhood Meeting – July 8, 2025
- Citizen emails and calls
- School district notification

RIO 1900
REZONE & MINOR GPA

Planning & Zoning Commission

- Public Hearing – December 3, 2025
- Voted 6-0 (1 absent) to recommend approval

RIO 1900
REZONE & MINOR GPA

Recommendations

Approve the requested Rezone from the King Ranch Planned Area Development (PAD) to the Rio 1900 PAD, subject to stipulations

Approve the requested Minor General Plan Amendment of 31 acres from Open Space to Neighborhoods

ITEM #: 14.
DATE: 01/26/2026
AI #:2922

CITY COUNCIL ACTION REPORT

SUBJECT: **ORDINANCE CONDITIONALLY REZONING APPROXIMATELY 66.6 ACRES (PROPERTY) LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1ST AMENDED PLANNED AREA DEVELOPMENT**

STAFF PRESENTER(S): Justin Gabrielson, Senior Planner

OTHER PRESENTER(S):

Mark Reddie, RVi Planning + Landscape Architecture

SUMMARY

This is a public hearing for consideration of the rezoning of approximately 66.6 acres (Property) generally located at West Celebrate Life Way and North Litchfield Road from Goodyear Celebration Plaza Planned Area Development (PAD) to Celebration Plaza 1st Amended Planned Area Development (PAD).

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT ORDINANCE NO. 2026-1644, CONDITIONALLY REZONING APPROXIMATELY 66.6 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD FROM GOODYEAR CELEBRATION PLAZA PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1ST AMENDED PLANNED AREA DEVELOPMENT (DATED DECEMBER 2025); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR. (Justin Gabrielson, Senior Planner)

STIPULATIONS

The complete list of stipulations is contained within Ordinance No. 2026-1644 (Attachment A).

The Planning and Zoning (P&Z) Commission recommended approval of Ordinance 2026-1644 with stipulations. The PAD document and Ordinance presented have been modified to reflect the recommendations made by the P&Z Commission.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of all infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees.

Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

On December 3, 2025, the P&Z Commission held a public hearing for this item. After the staff presentation, the applicant also provided a presentation. Following the presentations, the P&Z Commission discussed the item. The P&Z Commission expressed a mix of opinions regarding the requested parking reduction. Several concerns related to P&Z Commissioners' experiences with a lack of medical office parking in developments that meet the City's Zoning Ordinance requirements. Additional concerns were raised regarding the precedent that may be set by amending development standards that do not align with the City's Zoning Ordinance. The P&Z Commissioners also expressed varied opinions regarding support – and lack of support for additional drive-through restaurants. One resident spoke at the meeting in support of both additional drive-throughs and a reduction in the required medical office parking.

The three options presented to the P&Z Commission for consideration were: (1) approval of a reduction in the required medical office parking only, as reflected in the draft Ordinance (Staff Recommendation); (2) approval of a reduction in the required medical office parking and an increase in allowable drive-throughs, as requested by the applicant; or (3) denial of the project. Following discussion, the P&Z Commission voted 4–2 to recommend approval of Option (1) - the reduction in the required medical office parking only, with no changes to the allowable drive-throughs. The P&Z Commission's recommendation is subject to the proposed stipulations, which are reflected in the Ordinance (Attachment A).

A public hearing notice for the City Council Meeting was published in the Arizona Business Gazette - Republic Edition on December 17, 2025, at least 15 days prior to the meeting. Postcards were mailed to 37 property owners, located within five hundred (500) feet of the Property on December 13, 2025, and signs were updated on the site on December 10, 2025.

Details regarding the previous actions are provided in the P&Z Commission Staff Report (Attachment F). Additional details regarding the request, including an aerial view of the property and location, further details of the request, a project narrative, and the criteria used by staff to evaluate the request are provided as Attachments B, C, D, and E, respectively.

STAFF ANALYSIS

Staff recommends that the City Council adopt the Ordinance (Attachment A), consistent with the P&Z Commission's recommendation.

Attachments

Attachment A - Ordinance 2026-1644 with Exhibits

Attachment B - Aerial Exhibit

Attachment C - Details of Request

Attachment D - Project Narrative

Attachment E - Evaluation Criteria

Attachment F - Planning &Zoning Commission Staff Report

Staff Presentation

ORDINANCE NO. 2026-1644

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, CONDITIONALLY REZONING APPROXIMATELY 66.6 ACRES OF PROPERTY LOCATED AT THE NORTHWEST CORNER OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD FROM GOODYEAR CELEBRATION PLAZA PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1ST AMENDED PLANNED AREA DEVELOPMENT (DATED DECEMBER 2025); AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR.

WHEREAS, the subject property consists of approximately 66.6 acres generally located at the Northwest corner of Celebrate Life Way and North Litchfield Road, legally described in that certain legal description titled “Legal Description” which is declared a public record herein, and which is referred to and made a part hereof as if fully set forth in this Ordinance (collectively the “Property”); and

WHEREAS, the Property is designated as “Business and Commerce” on the General Plan Land Use and Transportation Plan. This land use category provides for the growth and development of shopping, office and entertainment areas along with high-density residential and public and community facilities; and

WHEREAS, the Property is currently zoned Goodyear Celebration Plaza Planned Area Development (PAD), known as the Celebration Plaza PAD, which was approved by Council on April 24, 2023 with the adoption of Ordinance No. 2023-1562; and

WHEREAS, the request is to rezone the Property to PAD as set forth in the Celebration Plaza 1st Amended Planned Area Development dated December 2025 (Celebration Plaza 1st Amended PAD) which is declared a public record herein, and which is referred to and made a part hereof as if fully set forth in this Ordinance; and

WHEREAS, the Celebration Plaza 1st Amended PAD, dated December 2025, is a restatement of the Goodyear Celebration Plaza PAD; and

WHEREAS, the purpose of the proposed rezoning is to amend the existing PAD zoning to reduce parking requirements established in the Goodyear Zoning Ordinance for medical or dental offices from one (1) parking space per one hundred fifty (150) square feet of indoor floor area to one (1) parking space per two hundred (200) square feet of indoor floor area; and

WHEREAS, in accordance with the city’s Citizen Review Process, an alternative citizen review was sent to property owners on February 15, 2025. Notice providing information on the request and meeting details was mailed to surrounding property owners within five hundred feet (500’) of the subject property. There was no opposition to the request received; and

WHEREAS, a request to rezone property requires public review and approval by the Planning and Zoning Commission and the City Council through the public hearing process. The rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area as outlined in the Zoning Ordinance; and

WHEREAS, staff has determined that the proposed rezoning request is in conformance with the General Plan and will not adversely impact the surrounding area; and

WHEREAS, 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 March 12, 2025 appeared in the Arizona Republic West Valley edition on February 21, 2025; 37 postcards were mailed to the adjoining owners on February 15, 2025; and signs were updated on this site to advertise the public hearing on February 20, 2025; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on March 12, 2025, to consider this rezoning, and the Commission voted (5-0) to recommend approval of the rezoning subject to the stipulations that have been presented; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on March 24, 2025 appeared in the Arizona Republic West Valley Edition February 21, 2025; 37 postcards were mailed to adjoining owners on February 15; and a sign was posted on the site on February 20, 2025; and

WHEREAS, at the City Council meeting on March 24, 2025, the applicant chose to push the item to a later meeting date after questions and concerns were raised by the City Council; and

WHEREAS, the applicant has submitted an amended rezoning request to the city in September 2025; and

WHEREAS, 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 December 3, 2025 appeared in the Arizona Business Gazette - Republic Edition on November 15, 2025; 37 postcards were mailed to adjoining owners on November 5; and the signs were updated on the site with the new public hearing dates on November 17, 2025; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on December 3, 2025, to consider this rezoning request, and the Commission voted (4-2) to recommend approval of the rezone request subject to stipulations, which included; no more than one (1) drive through restaurant is allowed through the Use Permit process and no more than one (1) convenience market/gas station is allowed through the Use Permit process; and

WHEREAS, a stipulation limiting the Property to no more than one (1) drive through restaurant through the Use Permit process and no more than one (1) convenience market/gas station through the Use Permit process is not included because the Celebration Plaza 1st Amended PAD reflects the request by the Planning and Zoning Commission; and

WHEREAS, a public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the City Council on January 26, 2026 appeared in the Arizona Business Gazette - Republic Edition on December 17, 2025; 37 postcards were mailed to adjoining owners on December 13; and the signs were updated on the site with the new public hearing dates on December 10, 2025; and

WHEREAS, based on the foregoing Recitals and the other information presented, 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 health, safety, and welfare.

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

SECTION 1. ADOPTION OF FINDINGS

The above recitals set forth above are true and correct and incorporated herein by this reference as if fully set forth herein.

SECTION 2. DECLARATION OF PUBLIC RECORDS

That certain document titled “Official Supplementary Zoning Map No. 24-00306”, a copy of which is attached hereto as Exhibit A, is hereby declared a public record and incorporated herein by this reference.

That certain document titled “Legal Description”, 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 “Celebration Plaza 1st Amended Planned Area Development” (dated December 2025), a copy of which is attached hereto as Exhibit C, 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 3. DESCRIPTION OF THE PROPERTY BEING REZONED

This Ordinance No. 2026-1644 applies to approximately 66.6 acres generally located at the Northwest corner of Celebrate Life Way and North Litchfield Road as legally described in that certain document titled “Legal Description”, attached hereto as Exhibit B (the “Property”) which is declared a public record herein by Section 2 of this Ordinance.

SECTION 4. REZONING

The Property is conditionally rezoned from Planned Area Development (PAD) (Goodyear Celebration Plaza PAD) to PAD (Celebration Plaza 1st Amended PAD), attached hereto as Exhibit C, which is declared a public record herein by Section 2 of this Ordinance.

SECTION 5. STIPULATIONS

The rezoning of this Property is subject to the following stipulations and conditions of approval:

1. Except as modified by the following stipulations and conditions of approval set forth herein, all development of the Property shall be in compliance with the Celebration Plaza 1st Amended Planned Area

Development dated December 2025, (the "Celebration Plaza 1st Amended PAD"); and,

2. All Public Sales Reports for the Property, all final plats and minor land divisions subdividing all or part of the Property, and all rental agreements for the rental of any residential unit within the Property shall include the following disclosures: The Property is subject to attendant noise, vibrations, dust, and all other effects that may be caused by overflight and by the operation of aircraft landing at or taking off from the Phoenix-Goodyear Airport. All final plats and minor land divisions subdividing all or part of the Property shall include notes setting forth the foregoing requirements including the requirements that such disclosures be included within all rental agreements for the rental of any residential units within the Property; and,

3. Signage shall be posted within all sales and rental offices selling or renting residential units that identifies the location of the Phoenix-Goodyear Airport: 65 LDN and higher noise contours, departure corridors, and vicinity boundary. This display shall include a 24-inch x 36-inch map at the main entrance of such sales and rental offices and shall include the approximate locations of the Phoenix-Goodyear Airport: 65 LDN and higher noise contours, departure corridors, and vicinity boundary and all of the buildings on the Property; and,

4. Owner shall comply with the requirements in Article 9-1 of the city of Goodyear Zoning Ordinance and all sections therein. A sound attenuation plan that complies with the requirements of Sections 9-1-3 and 9-1-4 of the City of Goodyear Zoning Ordinance, shall be submitted with all site plans that include multi-family residential structures located completely or partially within 500 feet of the exterior edge of the I-10 right-of-way boundary. The development of the Property subject to the sound attenuation plan shall incorporate all sound attenuation measures included in sound attenuation plans as approved by the City; and,

5. The Conceptual Site Plan attached as Exhibit 2 to the Celebration Plaza 1st Amended PAD, the Pedestrian Circulation and Open Space Plan attached as Exhibit 3 to the Celebration Plaza 1st Amended PAD are not approved. All future development within the Property will be subject to site plan and design 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,

6. The supporting documents submitted with the application and the Celebration Plaza 1st Amended PAD seeking to rezone the Property included site plan level of detail, including, but not limited to traffic impact analysis, preliminary sewer, water, and drainage designs, representations regarding water and sewer lines that will serve the Property, representations regarding the existence of water and sewer capacity, utility layouts, phasing plans, grading and drainage plans, and circulation plans. None of the supporting documents, plans, reports, designs, utility layouts, analysis, representations regarding location of

water and sewer lines that will serve the property or the existence of water and sewer capacity sufficient to serve the Property are approved. Owner must submit current reports, studies, plans, designs as required in all applicable development regulations, including the City of Goodyear Engineering Design Standards and Policies Manual at the time of site plan or preliminary plat submittal, including, but not limited to the following:

- The Traffic Impact Analysis submitted with the application for rezoning is not approved. An updated Traffic Impact Analysis that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for development of the Property for review and approval of both the City Engineer or his/her designee and ADOT. The Traffic Impact Analysis shall identify all infrastructure required to accommodate the additional trips generated by the development of Property as rezoned, and the location of all access points from the public right-of-way to the Property, all of which shall comply with all applicable regulations including the requirements in the Engineering Design Standards and Policies Manual and requirements imposed by ADOT because of the Property's proximity to I-10; and
- The Preliminary Sewer Report submitted with the application for rezoning is not approved. An updated Preliminary Sewer Report that complies with all of the requirements in the Engineering Design Standards and Policies Manual shall be submitted with the first preliminary plat and/or site plan submitted for the development of the Property and approved by the City Engineer or his/her designee. The Preliminary Sewer Report shall include an analysis of the existing (current conditions) of the Palm Valley Crossing Lift Station verifying that it can adequately convey the additional proposed flows generated by the development of Property as rezoned consistent with all applicable Development Regulations, including requirements in the Engineering Design Standards and Policies Manual; and,

7. No signage is approved for the Property. A Comprehensive Sign Package shall be submitted for this property in compliance with the City of Goodyear Zoning Ordinance Article 7 (Sign Regulations). Any requests for deviation from Article 7 will require the Comprehensive Sign Package to be approved by City Council; and,
8. Owner shall construct, at Owner's sole cost and expense, all infrastructure improvements determined by the City as being necessary to provide water service and wastewater service to the Property, including by way of example but not limitation, upgrades to the Palm Valley Crossing Lift Station if needed to accommodate the additional flows generated by the development of the Property as rezoned; and,
9. Owner shall design and construct, at no cost to the City, all improvements needed for the completion of the full half-street improvements for the west half of the section of N. Litchfield Road along the frontage of the

Property required for a Major Arterial as set forth in the Engineering Design Standards in effect at the time of construction, which improvements shall be determined during the site plan or platting process, but which includes, at a minimum the installation of a bike lane (the "N. Litchfield Road Improvements"). If the installation of a median is required, Owner shall construct the full median and full median landscaping. The N. Litchfield Road Improvements shall be completed prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and,

10. The Owner shall provide for the preservation and maintenance of the existing row of mature palm trees located along the Litchfield Road frontage of the property in the preparation of site improvements. All palm trees that are removed for the purpose of locating a drive must be relocated on the site, unless the Development Services Director, or his/her designee, determines that the extended life or existing condition of the palm trees does not warrant preservation. Any palm trees that do not warrant preservation shall be replaced with new palm trees; and,

11. Owner shall design and construct, at no cost to the City, all improvements needed for the completion of full half street improvements for the north half of the section of the W. Celebrate Life Way along the frontage of the property required for a Major Collector as set forth in the Engineering Design Standards and Policies Manual in effect at the time of construction, which improvements shall be determined during the site plan or platting process (the "Celebrate Life Way Improvements"). If the installation of a median is required, Owner shall construct the full median and full median landscaping. The Celebrate Life Way Improvements shall be completed and accepted by the City Engineer or his designee, subject to completion of the warranty period, prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and,

12. Owner shall construct all improvements needed for the completion of full half-street improvements for the east half of the section of N. 143rd Ave. along the frontage of or within the Property required for a Minor Collector Rd. as set forth in the Engineering Design Standards in effect at the time of construction, which shall be determined during the site plan process (the "N. 143rd Ave. Improvements"). The N. 143rd Ave. Improvements shall be completed and accepted by the City Engineer or his designee subject to completion of the warranty period prior to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property; and,

13. Owner, at Owner's sole cost and expense, shall relocate or replace existing traffic signal improvements, as may be needed to the accommodate access to the Property or the completion of the N. Litchfield Road Improvements. If existing traffic signal improvements have to be relocated, Owner shall, at no cost to the City, convey to the City, lien free and free of all encumbrances unless expressly agreed to

by the City, the property where the relocated traffic signals are located; and,

14. Owner is responsible for a proportionate share of the costs of any new traffic signals identified in an approved Traffic Impact Analysis/Study as being needed. If an updated Traffic Impact Analysis/Study reflects the need for any additional traffic signal at any intersection adjacent to the Property, Owner shall, at no cost to the City, convey, in fee, lien free, and free of any easements or encumbrances unless specifically agreed to by the City, any additional right-of-way needed for the construction of the portion of the traffic signal that will be located on the Property. In addition, Owner shall make an in-lieu payment to the City towards the cost of the signal. Except as provided herein, the in-lieu payment will be 25% of the cost of a full traffic signal for each corner of the intersection adjacent to the Property. For example, if a traffic signal is required at an intersection were two of the four corners of the intersection are adjacent to the Property, Owner would be responsible for 50% of the cost of a full traffic signal. The in-lieu payment shall be calculated based on the actual cost of the traffic signal if it has been constructed or, if the payment is made before the traffic signal has been completed, upon an engineer's estimate of the probable cost of the signal approved by the City Engineer or his designee traffic signal. The dedication(s) and in-lieu payment(s) required herein shall be made at the earlier of the following: (i) before the issuance of any engineering permit for any of the work reflected in a site plan, Minor Land Division ("MLD"), or final plat that includes, is adjacent to, or requires connection to the intersection where the traffic signal is needed; or (ii) before the recordation of any final plat or MLD that includes, is adjacent, or requires connection to the intersection where the traffic signal is needed; and,

15. Prior to the issuance of the first Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property, all existing above ground utilities, except for electric lines that are 69kV or larger, located within and adjacent to the Property, including but not limited to, cable and electrical utilities, shall be placed underground at no cost to the City; and,

16. Owner shall design and construct, at no cost to the City, all infrastructure improvements required by the City of Goodyear subdivision regulations and Engineering Design Standards and Policy Manual in effect at the time of development; and,

17. No final plat shall be recorded, no site plans approved, and/or no construction permits issued until Owner has provided the City with all approvals and/or easements from jurisdictions or parties whose property interests will be impacted by the development contemplated by such final plat, site plan, and/or construction permit. All required approvals and easements shall be in a form acceptable to the City Engineer or his/her designee; and,

18. Owner shall dedicate, at no cost to the City, all rights-of-way and/or easements within the boundaries of the Property that are: (i) needed for the construction of infrastructure improvements required for the City to

provide water and wastewater services to the Property; (ii) required to be dedicated under any applicable law, code, ordinance, rule, regulations, standards, guidelines governing the development of the Property including, but not limited to the City of Goodyear subdivision regulations, Building Codes and Regulations, and the City of Goodyear's Engineering Design Standards and Policies; (iii) required for the construction of improvements for which Owner is responsible for making in-lieu payments; (iv) required to be dedicated pursuant to any development agreement with the City regarding the development of the Property; (v) required for the construction of the infrastructure improvements to be constructed pursuant to the stipulations herein, and/or (vi) required 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 for 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 the terms of a written development agreement approved by the Council or a written phasing plan approved by the City Engineer or his designee, all dedications shall be made prior to or concurrent with recordation of the recordation of the first final plat subdividing all or part of the Property or the issuance of any construction permit for work within the Property, whichever is earlier; and,

19. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the City of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property; and,

20. If any of the infrastructure improvements required by Owner to design and construct pursuant to the terms of this Ordinance have been constructed or are to be constructed by others, then Owner shall remit an in-lieu payment to the city in the amount of the actual costs incurred in the design and construction such infrastructure improvements if completed or, if not completed, the payment shall be in the amount of an engineer's estimate of the costs as approved by the Goodyear City Engineer or his/her designee. The payment requirement herein shall be paid to the issuance of any Certificate of Completion, Temporary Certificate of Occupancy or Certificate of Occupancy for any structure within the Property.

SECTION 6. AMENDMENT OF ZONING MAP

The Zoning Map of the City of Goodyear is hereby amended to reflect the rezoning set forth in Section 4 of this Ordinance by the adoption of that certain document titled, "Official Supplementary Zoning Map No. P24-00306, attached hereto as Exhibit A, which is declared a public record herein by Section 2 of this Ordinance; and such amendment to the Zoning Map shall be filed with the City Clerk in the same manner as the Zoning Map of the city of Goodyear.

SECTION 8. ABRIDGMENT OF OTHER LAWS

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

SECTION 9. CORRECTIONS

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

SECTION 10. SEVERABILITY

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

SECTION 11. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law. The provisions of the city of Goodyear Zoning Ordinance being amended by this Ordinance shall remain in full force and effect until the effective date of this Ordinance.

SECTION 12. 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 13. 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 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

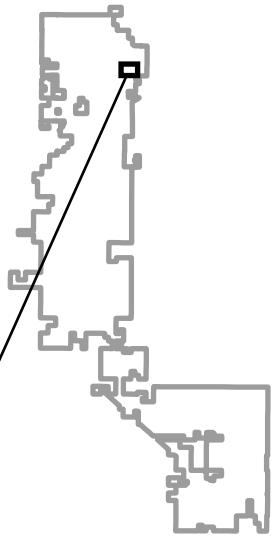
_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

OFFICIAL SUPPLEMENTARY ZONING MAP NO. P24-00306

AMENDING ARTICLE 1, SECTION 1-1-4 OF THE ZONING ORDINANCE OF THE CITY OF GOODYEAR. AMENDED BY ORDINANCE NO.2026-1644, PASSED BY THE CITY COUNCIL OF THE CITY OF GOODYEAR, ARIZONA, THIS 26th DAY OF January, 2026.

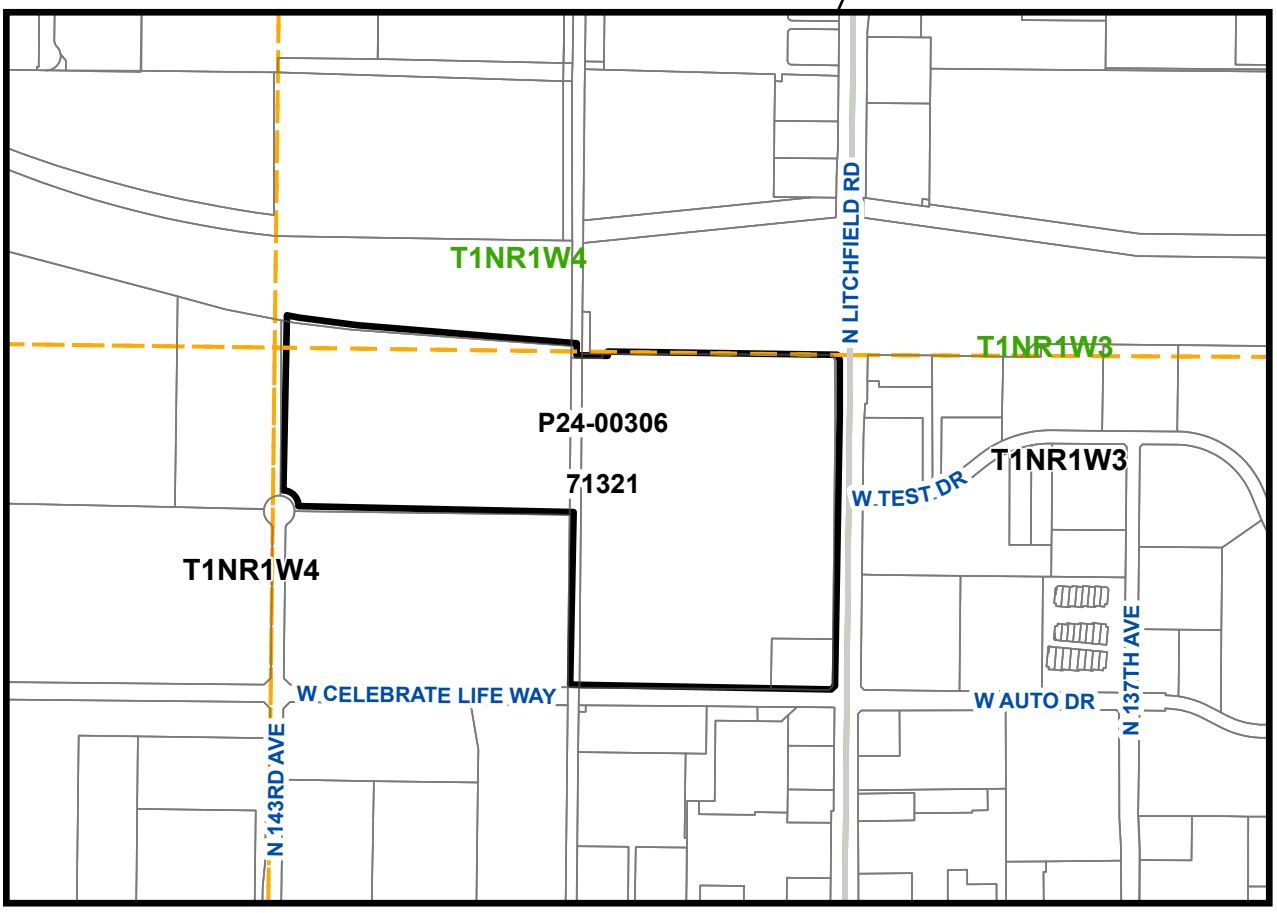


_____
MAYOR

_____
CITY CLERK

SUBJECT PROPERTY:

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



SOURCE: CITY OF GOODYEAR G.I.S.

CITY OF GOODYEAR, AZ - REZONE CASE

EXHIBIT		DATE:
A	REZONE FROM PAD TO PAD AMENDMENT P24-00306	February, 2025

EXHIBIT B

LEGAL DESCIPTION

THAT PORTION OF THE EAST HALF OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 4;

THENCE NORTH 00 DEGREES 18 MINUTES 47 SECONDS EAST, ALONG THE EAST LINE OF SAID SECTION 4, SAID EAST LINE ALSO BEING THE MONUMENT LINE OF LITCHFIELD ROAD, A DISTANCE OF 1130.32 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 45 DEGREES 18 MINUTES 47 SECONDS WEST, A DISTANCE OF 22.63 FEET;

THENCE NORTH 89 DEGREES 41 MINUTES 13 SECONDS WEST, A DISTANCE OF 1189.73 FEET TO THE TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF THE SOUTHERN PACIFIC RAILROAD, AS RECORDED IN BOOK 149 OF DEEDS, PAGE 341, RECORDS OF MARICOPA COUNTY, ARIZONA AND THE SOUTHEAST CORNER OF LOT 3 OF AIRPORT GATEWAY AT GOODYEAR RECORDED IN BOOK 1011 OF MAPS, PAGE 44, RECORDS OF MARICOPA COUNTY;

THENCE NORTH 00 DEGREES 20 MINUTES 50 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 787.25 FEET;

THENCE NORTH 89 DEGREES 30 MINUTES 13 SECONDS WEST ALONG THE NORTH LINE OF SAID LOT 3, DISTANCE OF 1253.90 FEET TO EASTERLY RIGHT-OF-WAY LINE OF 143RD AVENUE AS SHOWN IN MINOR LAND DIVISION RECORDED IN BOOK 1033 OF MAPS, PAGE 50, RECORDS OF MARICOPA COUNTY, SAID POINT ALSO BEING THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE SOUTHWESTERLY, THE CENTER OF WHICH BEARS NORTH 89 DEGREES 30 MINUTES 13 SECONDS WEST, A DISTANCE OF 70.00 FEET;

THENCE NORTHWESTERLY ALONG THE RIGHT-OF-WAY OF SAID 143RD AVENUE, THRU A CENTRAL ANGLE OF 90 DEGREES 03 MINUTES 17 SECONDS, A CHORD BEARING NORTH 44 DEGREES 31 MINUTES 49 SECONDS WEST, CHORD LENGTH OF 99.04 FEET AND AN ARC LENGTH OF 110.02 FEET;

THENCE NORTH 00 DEGREES 26 MINUTES 32 SECONDS EAST, A DISTANCE OF 798.36 FEET TO A POINT ON THE NORTH LINE OF LOT 2A AS RECORDED IN SAID BOOK 1033 OF MAPS, PAGE 50;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 2A SOUTH 79 DEGREES 20 MINUTES 21 SECONDS EAST, A DISTANCE OF 58.61 FEET;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 2A SOUTH 83 DEGREES 26 MINUTES 32 SECONDS EAST, A DISTANCE OF 263.88 FEET;

THENCE CONTINUING ALONG THE NORTH LINE OF SAID LOT 2A SOUTH 86 DEGREES 02 MINUTES 14 SECONDS EAST, A DISTANCE OF 1004.46 FEET TO THE NORTHEAST CORNER OF SAID LOT 2A;

THENCE ALONG THE EAST LINE OF SAID LOT 2A SOUTH 00 DEGREES 20 MINUTES 50 SECONDS WEST, A DISTANCE OF 55.56 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 142.33 FEET;

THENCE NORTH 00 DEGREES 06 MINUTES 00 SECONDS EAST, A DISTANCE OF 20.00 FEET TO A POINT ON THE SOUTHERN BOUNDARY OF THE EHRENBERG-PHOENIX HIGHWAY AS RECORDED IN DOCKET 12302, PAGE 1030, RECORDS OF MARICOPA COUNTY, ARIZONA;

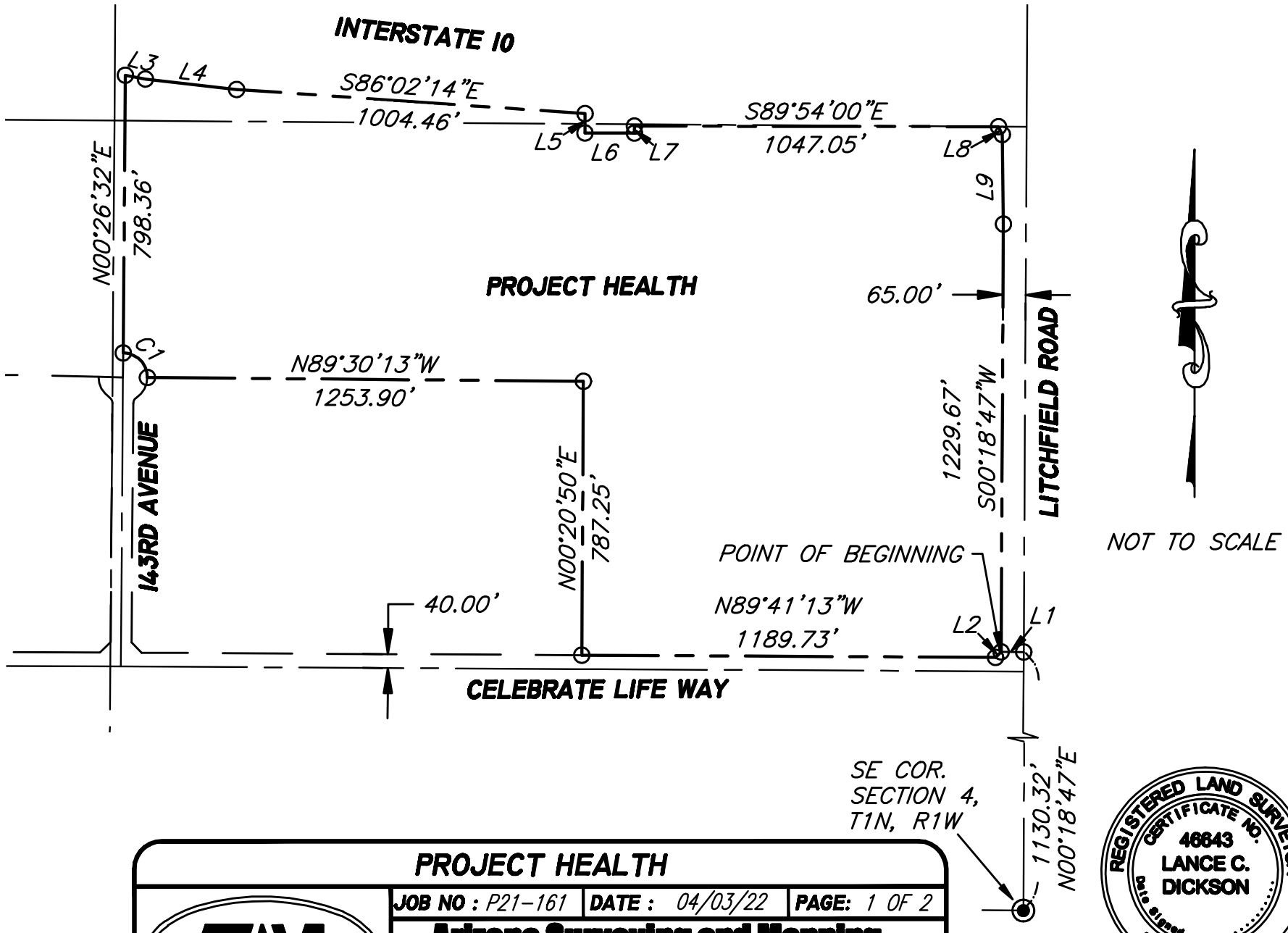
THENCE ALONG SAID SOUTHERN BOUNDARY SOUTH 89 DEGREES 54 MINUTES 00 SECONDS EAST, A DISTANCE OF 1047.05 FEET;

THENCE SOUTH 25 DEGREES 48 MINUTES 12 SECONDS EAST, A DISTANCE OF 24.86 FEET;

THENCE SOUTH 00 DEGREES 42 MINUTES 38 SECONDS EAST, A DISTANCE 257.48 FEET TO A POINT 65 FEET WESTERLY OF THE EAST LINE OF SAID SECTION 4;

THENCE SOUTH 00 DEGREES 18 MINUTES 47 SECONDS WEST, ALONG A LINE 65.00 FEET WESTERLY AND PARALLEL WITH THE EAST LINE OF SAID SECTION 4, A DISTANCE OF 1229.67 TO THE POINT OF BEGINNING.

PARCEL CONTAINING 2,902,001 SQUARE FEET OR 66.62 ACRES MORE OR LESS.



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed.....
ARIZONA, U.S.A.

PROJECT HEALTH

JOB NO : P21-161	DATE : 04/03/22	PAGE: 1 OF 2

Arizona Surveying and Mapping
P.O. BOX 35455
2440 W. MISSION LANE, SUITE 4, PHOENIX, AZ 85069
TEL (602) 246-9919 FAX (602) 246-9944 INFO@ASAMI.COM

LINE TABLE		
LINE	LENGTH	BEARING
L1	65.00	N89°41'13"W
L2	22.63	S45°18'47"W
L3	58.61	S79°20'21"E
L4	263.88	S83°26'32"E
L5	55.56	S00°20'50"W
L6	142.33	S89°54'00"E
L7	20.00	N00°06'00"E
L8	24.86	S25°48'12"E
L9	257.58	S00°42'38"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD D	CHORD L
C1	110.02	70.00	90°03'17"	N44°31'49"W	99.04

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
46643
LANCE C.
DICKSON
Date Signed.....
ARIZONA, U.S.A.

PROJECT HEALTH

JOB NO : P21-161 | DATE : 04/03/22 | PAGE: 2 OF 2

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CELEBRATION PLAZA 1st Amended

PLANNED AREA DEVELOPMENT

December 2025

PRESENTED BY:

RVi
Open the Outdoors

GOODWIN AND MARSHALL INC.

BGM

Stanley Consultants INC.

Goodyear Celebration Plaza
1st Amended
Planned Area Development
October 2025

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Exhibits

Exhibit 1 – Underlying Zoning Districts

Exhibit 2 – Conceptual Site Plan

Exhibit 3 - Pedestrian Circulation and Open Space Plan

Exhibit 4 - Architectural Character Imagery

Exhibit 5 – Multi-Family Color Palette

1. Introduction

This rezoning to a PAD to be named Goodyear Celebration Plaza rezones approximately 66.6 acres legally described in that certain document titled Legal Description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2022-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the "Property") from the existing PAD zoning providing for a Mixed-Use Commercial development to a PAD the provides for a combination of retail/commercial uses, medical office uses, and multi-family residential uses

2. Property Description

The Property is approximately 66.6 acres in size

1. The uses surrounding the Property include the following:

- North: The Property is bounded by Interstate-10 freeway on the north. The uses north of the freeway include large-scale retail and restaurant uses, vacant land and warehouse/distribution uses.
- East: The Property is bounded by Litchfield Road on the east, which is a major arterial road. The uses east of Litchfield Road include retail and restaurant uses, auto dealership, and office uses.
- South: A portion of the Property is bounded by CTCA on the south and another portion of the Property is bounded by Celebrate Life Way on the south, which is a collector road. The uses south of Celebrate Life Way include large-scale retail and restaurant uses, a hotel, self-storage facility, vacant land, some back office and an AZDOT testing center.
- West: A portion of the Property is bounded by CTCA on the west and another portion of the Property is bounded by vacant land included within the Airport Gateway PAD.

3. Land Use Plan/Underlying Zoning

There are four distinct zoning districts created in this PAD, which include C-2 General Commercial, CO Commercial Office, MF-24 Multi-Family and MF-12 Multi- Family and one hybrid district that will permit the development of either MF-24 Multi-Family or CO Commercial Office, with a restriction that for the first 24 months after City Council approves the zoning, the property must be developed using the CO district. After 24 months, either district can be used by right for all or any portion of the parcel. See **Exhibit 1** *Underlying Zoning Districts*.

C-2 General Commercial

The C-2 commercial uses are proposed along Litchfield Road where the highest level of access and visibility are provided. This zoning district will support various retail, hotel, and service-based uses to complement all the adjacent retail uses in the area, support the proposed residential and office uses on the subject site and the continued growth in the vicinity. There are no deviations to the C-2 General Commercial development standards.

CO Commercial Office

Further west and immediately north of the Cancer Treatment Centers of America's Goodyear Hospital, is a 15.5-acre medical office campus with an underlying zoning district of CO Commercial Office. This is planned as an integrated medical office campus with a walkable and connected complex of office buildings focused on support uses for the hospital and other office needs in the area.

MF-24 & MF-12 Multi-Family

Immediately west of the commercial uses along Litchfield Road are multi-family residential parcels with a proposed density range of approximately 10-30 du/ac with a minimum overall average density of 18 net du/ac for all residential parcels. The residential development parcels will provide needed housing options for the growing population in Goodyear and will provide opportunities for residents to live near where they work as there are significant employment opportunities within the immediate vicinity of the site.

Unless otherwise specified herein, all applicable standards or regulations identified within the City of Goodyear Zoning Ordinance or other applicable regulatory documents shall apply to development within the Property.

4. Zoning Districts

A. C-2 General Commercial Zoning District

Except as expressly modified in this document, all development within the portion of the Property legally described and identified as C-2 General Commercial Zoning District in that certain document Legal Description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2023-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the C-2 Property), shall comply with the requirements in the City of Goodyear Zoning Ordinance, applicable to development in the C-2 General Commercial Zoning District. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

Except as modified below, the uses allowed to be developed in the C-2 Property are those uses, principal and special uses, permitted within property zoned C-2 General Commercial Zoning District as set forth in the City of Goodyear Zoning Ordinance.

1. Prohibited Principal Uses. The following uses identified in Section 3-3-3(A) of the Goodyear Zoning Ordinance as Principal Permitted Uses are expressly prohibited:

    - Adult bookstore, adult novelty store and adult theater
    - Automotive repair and upholstering.
    - Bus terminals.
    - Cleaning and dying plants.
    - Express office, including railway.
    - Frozen food lockers
    - Funeral home.
    - Fur cleaning and storage.
    - Mobile Home Storage.
    - Parking lots.
    - Pawn shop.
    - Public utility facilities and offices including facilities to serve the immediate area, but not including outside storage or maintenance yards for public utility use.
    - Seed and feed, retail and sales office.
    - Sign painting shop.
    - Smoke and vape shop
    - Taxidermist.

- Window glass installation shop.
- Non-Chartered financial institutions.

2. Prohibited Use Permit Uses. The following uses identified in Section 3-3-3(C) of the Goodyear Zoning Ordinance as Use Permit Uses are expressly prohibited:

   - Automobile service stations.
   - Car wash (hand or automatic).
   - Storage buildings consisting of individually rented storage rooms which are independently accessed and locked and are used for dead storage purposes.
   - Mobile home sales.

3. Restricted Use Permit Uses. The following use identified in Section 3-3-3(C) of the Goodyear Zoning Ordinance as a Use Permit Use is restricted as follows:

   - Convenience Uses - No more than one (1) drive through restaurant is allowed through the Use Permit process and no more than one (1) convenience market/gas station is allowed through the Use Permit process."

4. CO Commercial Office Zoning District

   Except as expressly modified in this document, all development within the portion of the Property legally described and identified as CO Commercial Office Zoning District in that certain document Legal Description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2023-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the CO Property), shall comply with the requirements in the City of Goodyear Zoning Ordinance, applicable to development in the CO – Commercial Office Zoning District. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

5. MF-24 Multi-Family Zoning District

   Except as expressly modified in this document, all development within the portion of the Property legally described and identified as MF-24 Multi-Family Residential Zoning District in that certain document Legal Description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2023-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the MF-24 Property), shall comply with the requirements in the City of Goodyear Zoning Ordinance, applicable to development in the CO – Commercial Office Zoning District. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

D. MF-12 Multi-Family Zoning District

Except as expressly modified in this document, all development within the portion of the Property legally described and identified as MF-12 Multi-Family Residential Zoning District in that certain document Legal Description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2023-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the MF-12 Property), shall comply with the requirements in the City of Goodyear Zoning Ordinance, applicable to development in the CO – Commercial Office Zoning District. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

E. MF-24/CO Commercial Office Hybrid Zoning District

Except as expressly modified in this document, all development within the portion of the Property legally described and identified as MF-24/CO Commercial Office Hybrid Zoning District in that certain document Legal description Goodyear Celebration Plaza PAD, which document was declared a public record by Resolution 2023-2279 and which is referred to, adopted and made a part hereof as if fully set forth herein (the Hybrid Property), shall be developed either as MF-24 Multi-Family Residential or CO Commercial Office If the Hybrid Property is developed as MF-24 Multi-Family Residential, the development of the Hybrid Property shall comply with the requirements for the development of the MF-24 Property set forth herein and if the Hybrid Property is developed as CO-Commercial Office, the development of the Hybrid Property shall comply with the requirements for the CO Property set forth herein.

5. Development Standards

The development standards applicable to each of the Property zoning districts shall be those established in the City of Goodyear Zoning Ordinance for that respective zoning district, except as modified herein by this PAD Overlay. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

Development standards applicable to each zoning district are provided in the following sections, with modified standards designated by **bold** text:

A. C-2 General Commercial and CO Commercial Office Zoning Districts

Except as expressly modified in this document, all development within the CO Property shall comply with the requirements in the City of Goodyear Zoning Ordinance applicable to development within the CO-Commercial Office Zoning District, including but not limited to, the requirements in in Section 3-3-6 (Commercial District Standards), and all development within the C-2 Property shall comply with the requirements in the City of Goodyear Zoning Ordinance

applicable to development within the C-2-General Commercial Zoning District, including but not limited to, the requirements in in Section 3-3-6 (Commercial District Standards).

Development Standard	CO	C-2
Minimum Net Site Area[3]	6,000	10,000
Minimum Lot Width[3]	60 ft	150 ft
Maximum Height[2]	**56 ft**	56 ft
Maximum Building Coverage	50%	50%
Minimum Setbacks		
Front	30 ft	30 ft [2 4]
Side	20ft[1]	N/A[1]
Rear	20 ft[1]	N/A[1]
Street Side	30 ft	30 ft[2]

1. Buildings adjacent to any residential use or district are subject to the requirements in Section 3-3-6(B) of the Goodyear Zoning Ordinance, including the minimum building setbacks set forth in Section 3-3-6 (B)(6)(c).

2. Buildings with heights in excess of 30 ft. shall provide 1 foot of additional setback for each foot of building height over 30 ft.

3. Except as provided herein, minimum net site area and lot width requirements do not apply for lots within a unified commercial development, which is a development intended for three or more businesses, so long as the development has permanent cross-access, shared parking and access easements, in a form approved by the City Attorney or his/her designee, necessary to meet minimum parking and maneuvering requirements and any other applicable requirements. If there are conflicts between this exception and other requirements in the Zoning Ordinance pursuant to which a site would be required to meet or exceed the minimum net site area or minimum lot width requirements, this exception shall not apply.

4. Except as provided herein, the setback for lots within a unified commercial development, which is intended for three or more businesses with permanent cross access and shared parking easements, shall be measured from the nearest public streets. If there are conflicts between this exception and other requirements in the Zoning Ordinance pursuant to which a site would be required to meet or exceed the minimum setbacks, this exception shall not apply.

Parking Requirements

Except as expressly modified in this document, all off-street parking and loading requirements shall comply with the requirements established in the City of Goodyear Zoning Ordinance Article 6. The following revision to the parking requirements established in Zoning Ordinance Section 6-4-2 (I) shall apply for medical or dental office and out-patient uses: 1 space per 200 sq. ft. indoor area.

B. MF-24 Multi-Family Residential District

Except as expressly modified in this document, all development within the MF-24 Property shall comply with the requirements in the City of Goodyear Zoning Ordinance applicable to development within the MF-24 Multi-Family Residential Zoning District, including but not limited to, the requirements in in Section 3-2-5 (Development Standards for the Multi-Family District).

Districts	MF-24
Maximum Density in Du/Ac	**30**
Minimum lot Width	100
Minimum lot depth	N/A
Maximum Height (ft.)	**56**
Accessory building (ft.)	12
Maximum Building coverage	50%
Minimum Perimeter Setbacks	
Front (ft.)	30
Street Side (ft.)	30
Side except for Street Side (ft.)	20
Total Both Sides (ft.)	40
Rear (ft.)	30
Minimum Setback from single-family residential zoning	
Building Height 20 feet or less (ft.)	30
Building Height between 20 and 30 feet (ft.)	50
Building Height greater than 30 feet (ft.)	50 feet +5 feet for every foot over 30’
Recreational Open Space (sq. ft./d.u.)	400
Private Outdoor Open Space (sq. ft./d.u.)	60

C. MF-12 Multi-Family Residential District

Except as expressly modified in this document, all development within the MF-12 Property shall comply with the requirements in the City of Goodyear Zoning Ordinance applicable to development within the MF-12 Multi-Family Residential Zoning District, including but not limited to, the requirements in in Section 3-2-5 (Development Standards for the Multi-Family District).

The following table replaces Table 3-2-5 in Section 3-2-5 (Development Standards for Multi-Family District) and provides development standards for the MF-12 Property. This table provides for two sets of development standards, one for a single-lot unsubdivided development such as an apartment complex or condo-type development, and a subdivided option for developments that include individual lots, such as townhomes or small-lot development.

District	MF-12 Unsubdivided	MF-12 Subdivided
Minimum/Maximum Net Density in Du/Ac[1]	**10/15**	**10/15**
Minimum lot Width	200'	**22'**
Minimum Lot Depth	N/A	**50'**
Maximum Height (ft.)[7]	**30**	**30**
Minimum # of Stories (no single-story permitted)	2	**2**
Accessory building Max. Height (ft.)	12	**12**
Maximum Building coverage	**75%**	**75%**
Perimeter Setbacks (Perimeter of MF-12 District)		
Front (Southern Boundary) (ft.)	30	**30**
Side (Eastern and Western Boundaries) (ft.)	10	**10**
Rear (Northern Boundary) (ft.)	20	**20**
Interior Setbacks (for Subdivided Product Only)		
Front (ft.)[2]	N/A	**3**
Front facing garage (ft.)	N/A[3]	**20[3]**
Side (ft.) (to allow for zero lot line development)	N/A	**0**
Total both sides (ft.)[4]	N/A	**6**
Street Side (ft.)[5]	N/A	**10**
Rear (ft.)	N/A	**3**
Minimum Setback from single-family residential zoning		
Building Height 20 feet or less (ft.)	30	**30**
Building Height between 20 and 30 feet (ft.)	50	**50**
Building Height greater than 30 feet (ft.)	50 feet +5 feet for every foot over 30'	**50 feet +5 feet for every foot over 30'**
Recreational Open Space (sq. ft./d.u.)[6](6)	400	**400**
Private Outdoor Open Space (sq. ft./d.u.)	200	**200**

(1) Net density shall exclude the designated park parcel because this parcel will be available for use by all development parcels.

(2) Front setback shall be measured to patios, livable space, and side entry garages.

(3) If garages with driveways are provided, driveways must be less than 5' deep or a minimum of 20' deep to avoid cars overhanging into the street, sidewalk or drive aisle.

(4) For attached product, there is no side setback between attached units, but a minimum building separation of 6 feet is required.

(5) Where a minimum 10-foot-wide landscape tract is provided, the typical side setbacks, rather than Street Side setback applies.

(6) Recreational open space for the MF-12 Property shall be calculated using all of the MF-12-PAD Property, including the park parcel in accordance with 3-2-5 (B) of the Goodyear Zoning Ordinance.

(7) All residential structures within the MF-12 Property shall be a minimum of two stories.

D. General Development Standards

1. Unless otherwise modified herein and as referenced below, all other applicable development standards shall comply with the City of Goodyear Zoning Ordinance. This includes, by way of example, but not limitation, administrative processes and procedures set forth in Articles 1-2 and 1-3 , the Design Guidelines Manual and Design Review Process set forth in Article 1-4; the procedures for evaluations of permitted use permit uses in Article 4-1; the standards in Article 5; the parking requirements in Article 6, the sign regulations in Article 7, the provisions regarding hazardous materials in Article 8-4; and the outdoor lighting standards in Article 10.

2. Minimum Densities In addition to the individual minimum / maximum densities applied to the portions of the Property developed as MF-12 and MF-24, a combined minimum net density for all of the Property developed as MF-12 and MF-24 shall be no less than 18.0 net du/ac.

6. Site Plan

The Conceptual Site Plan attached hereto as **Exhibit 2** conveys a potential development plan for the Property but is illustrative only.

7. Pedestrian Circulation and Open Space Plan

Public Trails and Private Trails shall be constructed through-out the Property to provide connectivity throughout the entire Property at the level and intensity generally reflected in the Conceptual Pedestrian Circulation and Open Space Plan, attached hereto as **Exhibit 3.**

Specific trail locations and details will be determined during the site plan review process, in conformance with the following:

a. Public trails shall consist of concrete or other hard surface material with a minimum width of eight feet for trails around the perimeter of the Property and a minimum width of five feet for trails within the Property.

b. Private Trails shall consist of concrete or other hard surface material with a minimum width of five feet.
c. Public trails shall be accessible and open to all residents, employees, and visitors of any of the developments within the Property, Cancer Treatment Center of America hospital and adjacent developments.
d. A Public Trail shall be provided around the perimeter of the Subject Site;
e. Trail connections shall be provided between the various developments within the Property either by open connections and/or gated connections;
f. Where trail connections cross a private road or drive aisle, an enhanced, decorative surface shall be provided for the crossing;
g. Shading shall be provided along the trails by trees, buildings and/or shade structures.
h. Public Trails along the perimeter of the Property shall be constructed outside of any perimeter walls installed along the boundaries of the Property so they are accessible and open to all residents, employees, and visitors of any of the developments within the Property, Cancer Treatment Center of

America hospital and adjacent developments.

A park that is at least 1.5 acres in size containing the following minimum amenities: landscaping including shade trees, turf (live or artificial), shaded play areas, gazebo with picnic tables, seating, and connections to the overall pedestrian circulation system shall be developed at the north west corner of the MF-12 Property, as generally reflected in the Conceptual Pedestrian Circulation and Open Space Plan, attached hereto as **Exhibit 3**. The park shall be available for use by residents, employees, and visitors of any of the developments within the Property and for use by employees and visitors from Cancer Treatment Center of America hospital. If the MF-12 Property is subdivided, the park shall be maintained by a Homeowner's Association or Property Owner's Association. If the MF-12 Property is not subdivided, the park shall be maintained by the property owner. The park shall be completed with the first phase of development within the Property.

8. Design Guidelines

Except as otherwise provided herein, the Property shall be developed in conformance with the City of Goodyear Design Guides Manual.

Buildings and other structures constructed on the Property shall also be in conformance with the character elements as shown on the Architectural Character Imagery, attached hereto as **Exhibit 4**, and the following additional standards:

Architectural and Building Standards

1. Color schemes for development within the MF-12 Property, the MF-24 Property and the Hybrid Property if developed as MF-24 shall add interest and variation to buildings on the site. Base colors of white and grey tones are discouraged and should only be used as accent colors to complement the primary colors.

2. A color palette has been provided as **Exhibit 5**, which provides a general guide to various color options to be considered for the residential development. While these colors provide a guide for developers, other similar or accent color options can be provided as reviewed and approved through the formal site plan/design review process.

    - If the MF-12 Property, or the MF-24 Property or the Hybrid Property are developed as one large multi-family development, at least two (2) base colors and three (3) accent colors/materials shall be used throughout the site. The combination of colors and accent colors/materials shall be used in a manner which creates a minimum of four (4) unique building schemes throughout the site. A variation in rooflines is encouraged.
        i. A minimum of two (2) distinctive roof styles/elevations and heights shall be utilized across the site.
    - If the MF-12 Property, or the MF-24 Property, or the Hybrid Property are developed as two or more separate multi-family developments, 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 two (2) unique building schemes

throughout the site. A variation of roof lines is encouraged.

i. A minimum of two (2) distinctive roof styles/elevations and heights shall be utilized across the site.

3. All multi-family residential buildings shall incorporate 4-sided architecture.
4. Ground floor residential facades facing Celebrate Life Way or adjacent to the commercial center shall not extend more than thirty (30) feet without being interrupted by a change in color, material, texture, or an architectural feature such as, but not limited to, a window, shade awning, or pop-out.
5. As multi-family residential parcels interface with the commercial center, it should not be fronted with “back of house” type features such as carriage garages or largely non-articulated walled off patios. It should be pedestrian oriented or fronted by the narrowest section of the apartment buildings or ground level pedestrian accessible patios thus providing gaps in which residents of the multi-family development can traverse between the two parcels at keyed and gates access points.
6. At least one (1) of the multi-family residential buildings developed in the MF-24 Property AND one (1) multi-family residential building developed in the MF-12 Property shall front or side the eastern perimeter of the development located adjacent to the C-2 Property to provide visual and pedestrian connectivity to the commercial center.
7. Architectural elements on all multi-family residential buildings shall include at least six (6) of the following features, or other similar enhancement features:
    - Articulated parapet line including variation in height;
    - Expressed window heads and/or sills;
    - Variation of stucco patterning (horizontal and vertical);
    - Shading elements and/or awnings;
    - Variety of window articulation;
    - Stepped cornice detailing;
    - Celebrated entries;
    - Complimentary color palette;
    - Decorative accent detailing where appropriate.
8. The same level of detail and articulation for the front elevations of buildings in the C-2 Property that are closest to I-10, shall apply to the rear of the buildings facing I-10.

<u>Perimeter/Security Fencing & Walls</u>

9. Except as provided herein, no perimeter screening, fencing or walls are required.
    - If parking is provided adjacent to Litchfield Road, Celebrate Life Way or Interstate 10, parking areas shall be screened with a minimum of 36-inch decorative screen wall.
    - If perimeter fencing or walls are to be constructing such walls and fencing shall be open view fencing except solid fences/walls may be used for appropriate screening, privacy, safety, noise and security reasons.
10. If walls or fencing is constructed between the residential and commercial development parcels, view fencing is encouraged in areas where residential privacy or required screening of equipment such as trash enclosures or mechanical equipment is not impacted. A combination of view fencing and solid walls is encouraged in these areas as appropriate.
11. Ground floor patios of units that are located adjacent to and facing Celebrate Life Way shall have gates and sidewalks/paths to provide direct access to the sidewalk along

Celebrate Life Way.

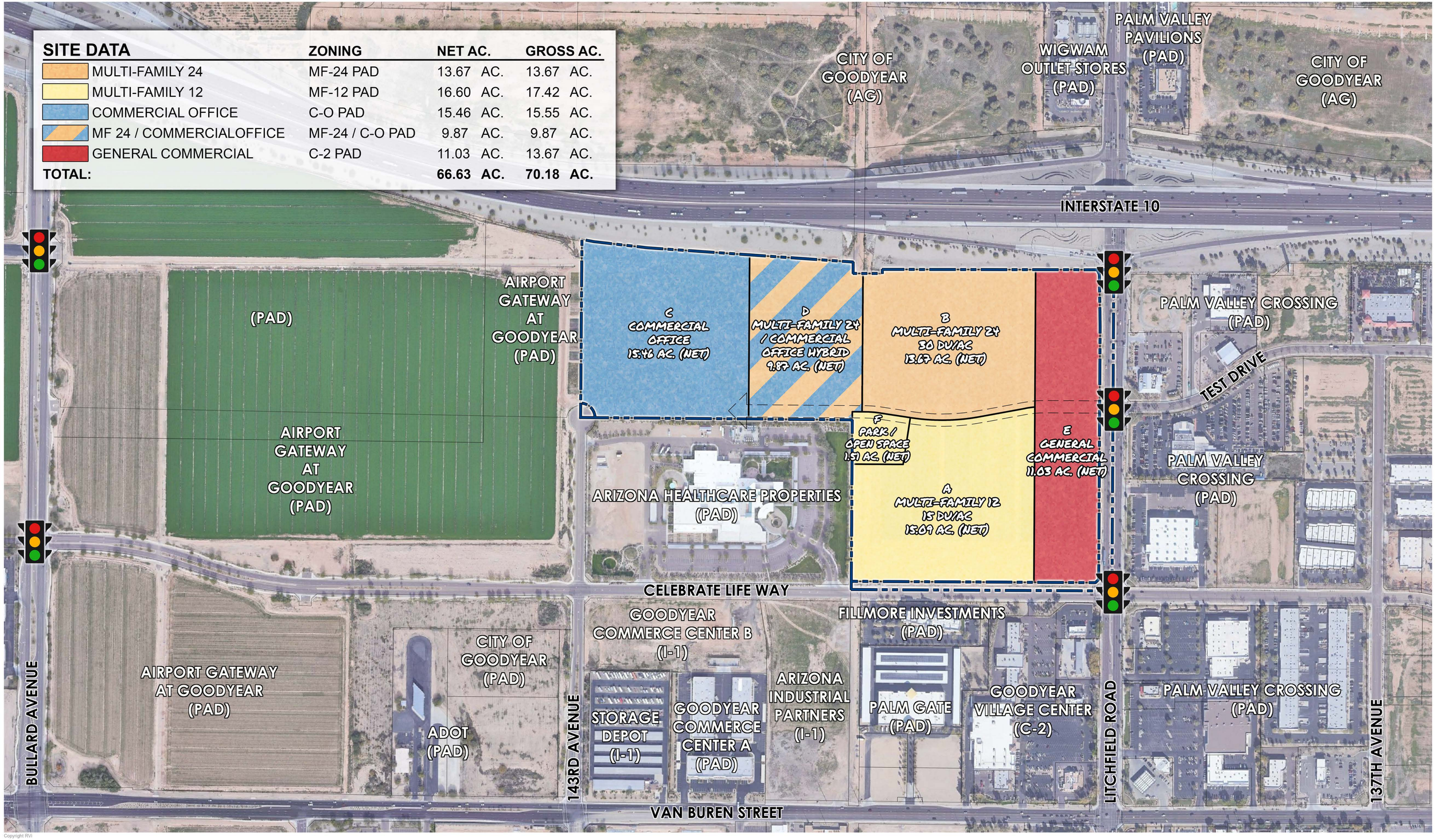
12. Pedestrian gate connections and sidewalk paths shall be provided as needed to provide at least two (2) points of access to the sidewalk along Celebrate Life Way one of which is generally located in the location of the Private Trail between the northern and southern boundaries of the MF-12 Property as reflected in the Conceptual Pedestrian Circulation and Open Space Plan, attached hereto as **Exhibit 3** and the other of which is generally located between the boundary between the MF-12 Property and the C-2 Property as reflected in the Conceptual Pedestrian Circulation and Open Space Plan, attached hereto as **Exhibit 3**.
13. Walls and fencing installed within the Property shall complement existing walls and materials used within the Celebration Plaza area.
14. Trash enclosures shall be fully screened from the perimeter of the development and from individual units with a fully enclosed screen wall and opaque gates, and shall not be located immediately adjacent to the front door of a residential unit.

Pedestrian Connectivity and Site Design

15. Pedestrian connectivity through parking areas and drive aisles shall be clearly marked with enhanced paving such as pavers, colored concrete or other approved materials.
16. Each multi-family residential building shall provide a minimum of one (1) pedestrian connection from the building to an adjacent sidewalk or major pedestrian connection.
17. Site lighting, pavers, landscaping, signage design, and other community features shall complement the existing improvements and themes established within the Celebration Plaza area.
18. Signage for the property shall be coordinated through the approval of a Comprehensive Sign Package.

Exhibit 1

Underlying Zoning Districts



SITE DATA	ZONING	NET AC.	GROSS AC.
MULTI-FAMILY 24	MF-24 PAD	13.67 AC.	13.67 AC.
MULTI-FAMILY 12	MF-12 PAD	16.60 AC.	17.42 AC.
COMMERCIAL OFFICE	C-O PAD	15.46 AC.	15.55 AC.
MF 24 / COMMERCIALOFFICE	MF-24 / C-O PAD	9.87 AC.	9.87 AC.
GENERAL COMMERCIAL	C-2 PAD	11.03 AC.	13.67 AC.
TOTAL:		**66.63 AC.**	**70.18 AC.**

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CELEBRATION PLAZA • UNDERLYING ZONING DISTRICTS

GOODYEAR, AZ
2023-01-09
210002020

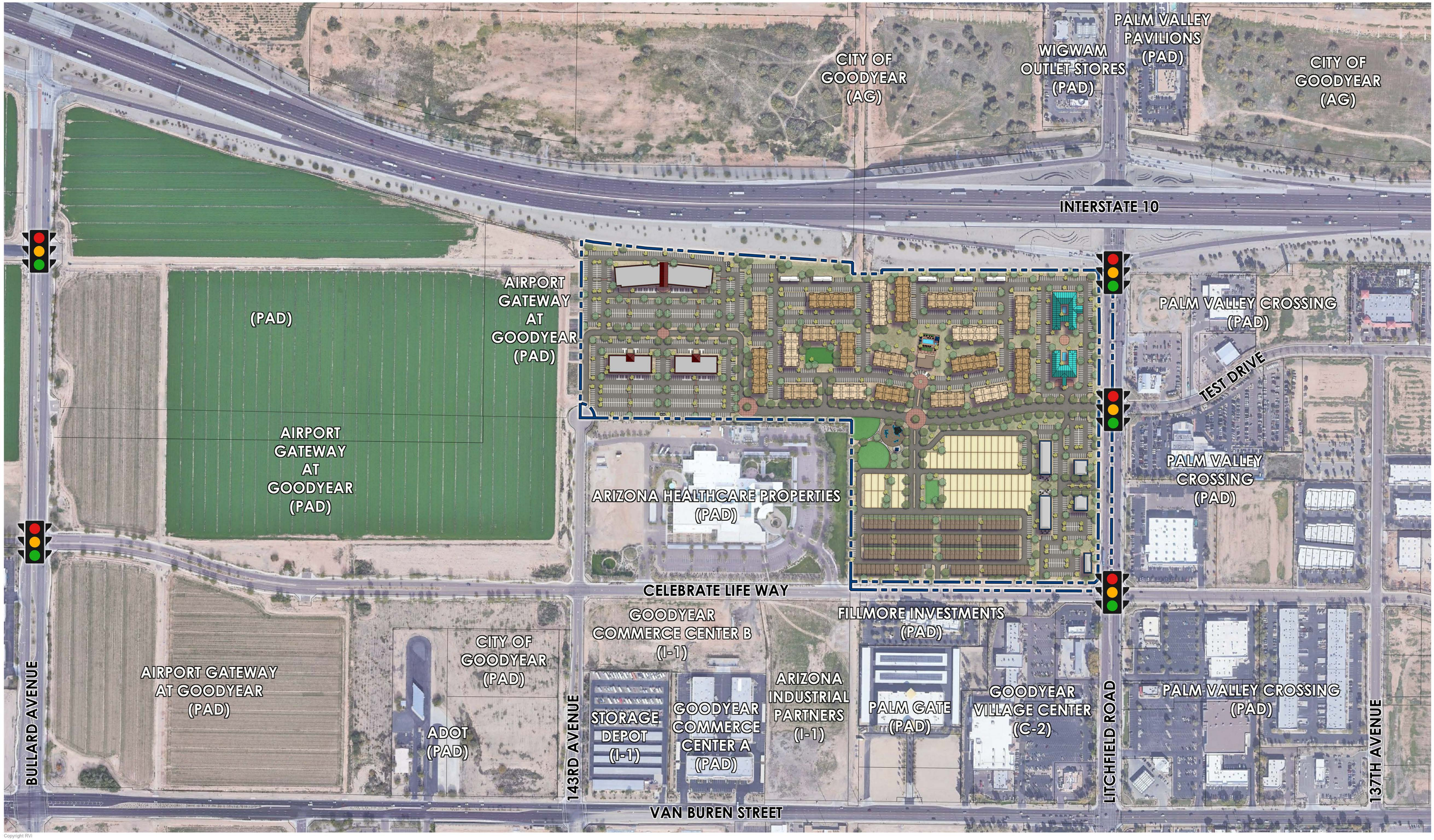
Beus Gilbert McGroder PLLC

0 100' 200' 400'
SCALE: 1" = 200'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit 2

Conceptual Site Plan



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CELEBRATION PLAZA • **CONCEPTUAL SITE PLAN**

GOODYEAR, AZ
2022-08-25
210002020

Beus Gilbert McGroder PLLC

0 100' 200' 400'
SCALE: 1" = 200'-0"

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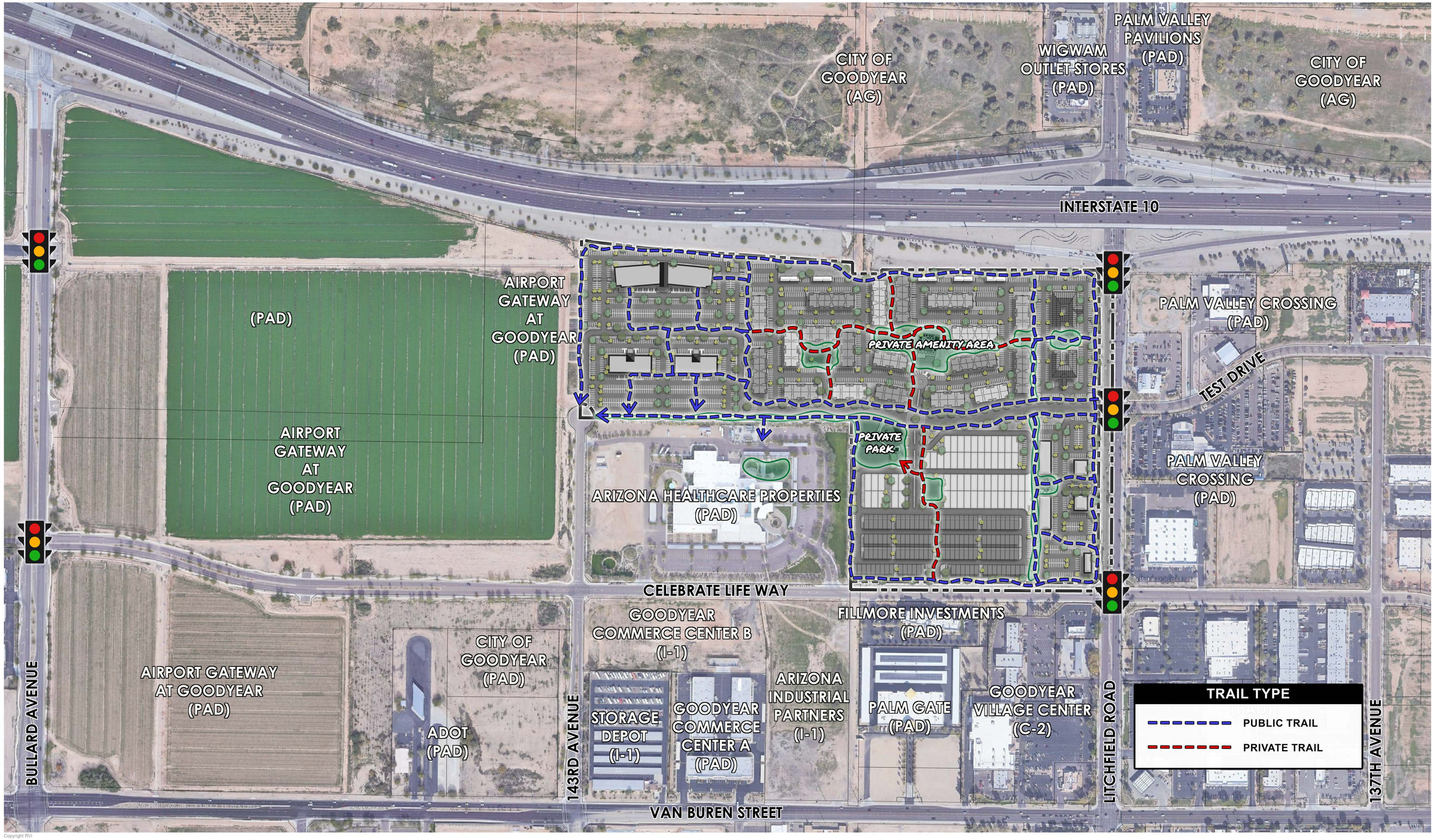
Exhibit 3

Conceptual Pedestrian Circulation & Open Space Plan



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CELEBRATION PLAZA • **PEDESTRIAN CIRCULATION AND OPEN SPACE PLAN**

GOODYEAR, AZ
2022-08-25
210002020

Beus Gilbert McGroder PLLC

0 100' 200' 400'
SCALE: 1" = 200'-0"

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit 4

Architectural Character Imagery

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CELEBRATION PLAZA • **ARCHITECTURAL CHARACTER IMAGERY: COMMERCIAL CHARACTER**

GOODYEAR, AZ
2022-08-25
210002020

Beus Gilbert McGroder PLLC

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CELEBRATION PLAZA • **ARCHITECTURAL CHARACTER IMAGERY: MEDICAL OFFICE CHARACTER**

GOODYEAR, AZ

2022-08-25

210002020

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CELEBRATION PLAZA • **ARCHITECTURAL CHARACTER IMAGERY: MULTI-FAMILY 24**

GOODYEAR, AZ
2022-08-25
210002020

Beus Gilbert McGroder PLLC

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CONCEPTUAL 5 UNIT BUILDING - FRONT

CONCEPTUAL 5 UNIT BUILDING - REAR

CONCEPTUAL STREET SIDE

CONCEPTUAL COURTYARD SIDE

CONCEPTUAL 6 UNIT BUILDING - FRONT

CONCEPTUAL 6 UNIT BUILDING - REAR

CONCEPTUAL STREET SIDE

CONCEPTUAL COURTYARD SIDE

CONCEPTUAL 6 UNIT BUILDING - FRONT

CONCEPTUAL 6 UNIT BUILDING - REAR

CONCEPTUAL STREET SIDE

CONCEPTUAL COURTYARD SIDE

NEW VILLAGE HOMES

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CELEBRATION PLAZA • **ARCHITECTURAL CHARACTER IMAGERY: MULTI-FAMILY 12**

GOODYEAR, AZ
2022-08-25
210002020

Beus Gilbert McGroder PLLC

Information furnished regarding this property is from sources deemed reliable. RVi has not made an independent investigation of these sources and no warranty is made as to their accuracy or completeness. This plan is conceptual, subject to change, and does not represent any regulatory approval.

Exhibit 5

Multi-Family Color Palette

Drawing1.dwg

COLOR PALETTE:

To bring the community to life, a variety of colors and materials are encouraged throughout Celebration Plaza. The color palette shown below represent a selection of appropriate colors inspired by the natural context of the land and the nearby mountains. The use of gray and white tones are strongly discouraged as the primary and dominant color of buildings and shall be limited to accent elements only.

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CELEBRATION PLAZA • **MULTI-FAMILY COLOR PALETTE**

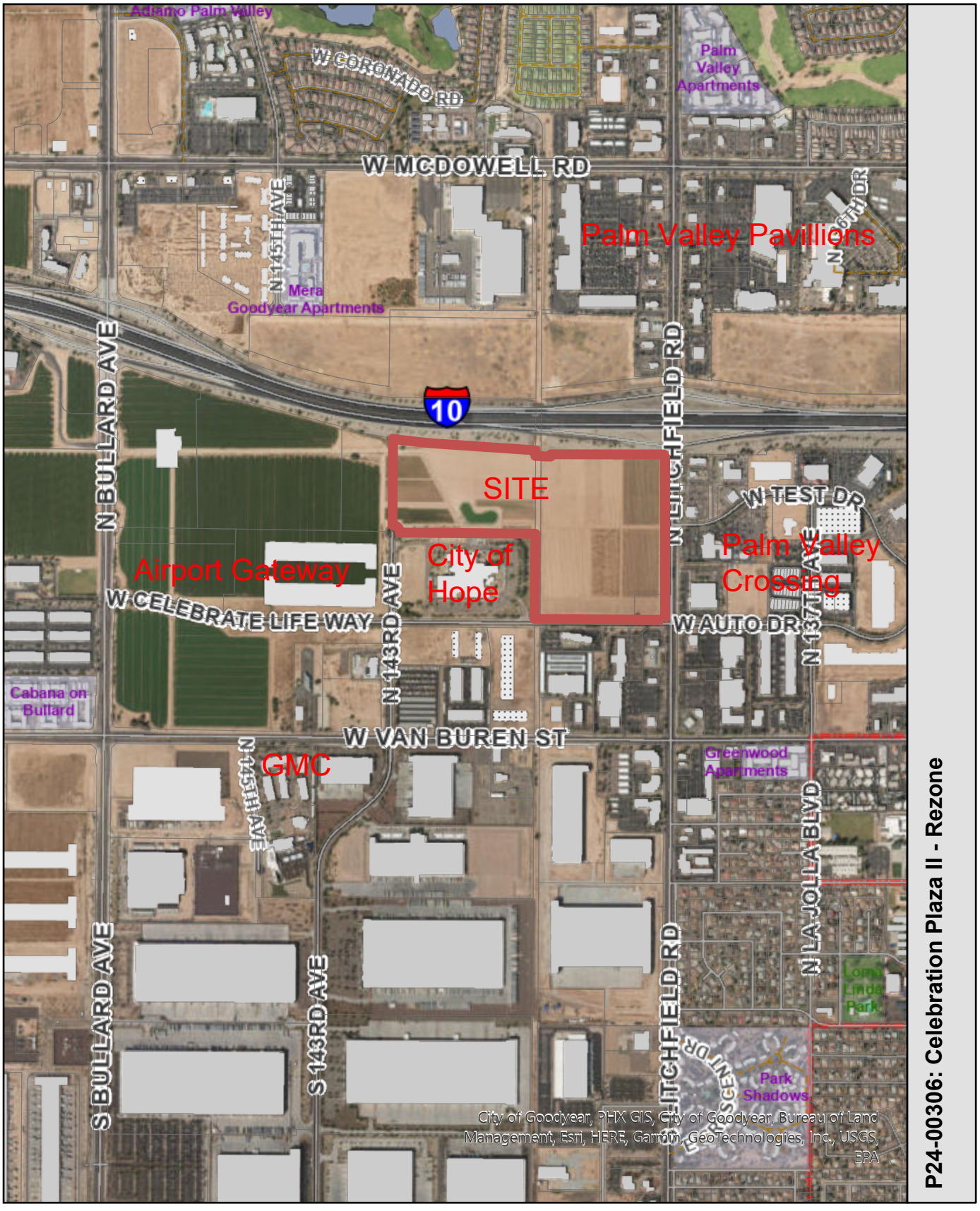
GOODYEAR, AZ
2023-02-16
21002020

Attachment B - Aerial Exhibit

Celebration Plaza

Northwest Corner of West Celebrate Life way

and North Litchfield Road



P24-00306: Celebration Plaza II - Rezone

Attachment C – Details of Request

Details of the Request:
The Property (Attachment C) is currently zoned Planned Area Development ("PAD") per the *Goodyear Celebration Plaza* PAD, approved by the City in 2023 as Case No. 22-200-00014.

1. Parking Ratio Modification

The applicant is requesting an amendment to the PAD (See Attachment C) to modify the parking requirement for Medical or Dental Offices and Out-Patient clinics outlined in Section 6-4-2 (I) of the City of Goodyear Zoning Ordinance from one (1) space per 150 sq. ft. indoor floor area to one (1) space per 200 sq. ft. indoor floor area.

> Applicant Justification for Reduced Medical Office Parking
> This standard is already in place in neighboring cities such as Surprise, Peoria, Buckeye, Avondale and Gilbert, is supported by national parking demand data (ITE, ULI, APA), which show that modern appointment-based medical practices generate significantly lower parking demand than assumed under the City's current standard.

2. Drive Through Uses:

The applicant is also requesting an amendment to the PAD (See Attachment C) to amend the current limit of one (1) standalone drive through, within Land Use District C-2 to allow a maximum of three (3) drive through restaurants which includes at least one (1) drive through end cap for buildings constructed to accommodate at least three (3) tenants are permitted through the Use Permit process. However, the Planning and Zoning Commission's recommendation, does not include this request.

> Applicant Justification for Drive-Through
> While the applicant anticipates a blend of on premises shopping and dining options, with both drive through and curb sided options, the applicant believes the restriction of one (1) standalone drive through within the General Commercial (C-2) land use district will severely limit the ability to attract quality users that are in high demand to the commercial parcel with Celebration Plaza. This PAD Amendment proposes a change to a single bullet point under Section 4.A.3 of the Goodyear Celebration Plaza PAD Standards and Guidelines

Celebration Plaza

PAD Zoning Amendment Project Narrative

Amendment Case #P-24-00306
3rd Submittal: September, 2025
2nd Submittal: January, 2025
1st Submittal: October, 2024

Introduction

RVi Planning + Landscape Architecture is pleased to submit this PAD Zoning Amendment Application package on behalf of ICIC Property Investment 5, LLC for a proposed amendment to the Goodyear Celebration Plaza PAD (Case# 22-200-00014, Resolution 2023-2279, Ordinance 2023-1562, Approved by City Council April 24, 2023).

The requested PAD Amendment includes two requests. The first request seeks to modify the Restricted Use Permit Uses on Drive-Through uses from a maximum of one (1) to a maximum of three (3) drive-throughs, including at least one (1) endcap for buildings constructed to accommodate at least three (3) tenants, one being a drive through, within the C-2 zoning district. The second request seeks a modification to the parking standard established in Zoning Ordinance Section 6-4-2(I) for medical or dental office and out-patient uses by revising the parking standard from 1 space per 150 sq. ft. indoor floor area to 1 space per 200 sf. ft. indoor floor area.

No other revisions are proposed. This amendment shall only apply to the Celebration Plaza PAD Standards and Guidelines Document, and there are no changes proposed to the Celebration Plaza PAD Narrative dated February 7, 2023, which has been included in this submittal for reference.

Request 1: Restricted Use Permit Uses on Drive-Through Uses

Background

The Celebration Plaza property is approximately 66.6-acres and includes a mix of commercial, residential and office uses. The site is located on the west side of Litchfield Road between Interstate 10 and Celebrate Life Way in Goodyear, AZ. The included *Vicinity Map* shows the location of the site. **Exhibit 1**: *Underlying Zoning Districts* provided within the proposed Amended Goodyear

Celebration Plaza PAD Standards and Guidelines document provides a depiction of the approved zoning districts, including the 13.67-acre C-2 commercial district along Litchfield Road, which is the subject of this amendment request.

The Goodyear Celebration Plaza PAD process was started in 2021 as we were adjusting to life during and immediately after the Covid-19 pandemic. This pandemic has drastically changed the way people shop, dine, and interact, particularly related to commercial, retail and dining services. It was difficult at the time to clearly understand the direction the retail market was headed, and we have much more data now than we did while we were working through the initial PAD application.

Research and data has shown that while the retail and restaurant market has made a significant comeback since the pandemic, customers patterns have since shifted to a higher mix of on-premises and off-premises shopping and dining. Specifically related to the restaurant industry, while on-premises dining has made a partial comeback, more customers have shifted to off-premises takeout and delivery of food. Many restaurants are reporting that a much larger proportion of sales are coming from off-premises.

Many traditional dine-in restaurants have modified their business models to provide smart-kitchen technologies with integrated drive-through and curb-side pick-up options, such as Chipotle with their new Chipotlane pick-up window. Additionally, this new paradigm shift has opened the door for many exciting, new, and very popular healthy, high-quality restaurants that are designed in a format providing both drive through and sit down options that would not otherwise be permitted within this commercial center without an increase in drive-through options. This trend in both new healthy restaurant concepts and the transition of existing restaurants concepts to a hybrid approach is expected to continue and become the norm in order to capture the significant demand for off-premises dining options.

Proposed PAD Amendment - Drive Through Uses

While we anticipate a blend of on-premises shopping and dining options, we believe the restriction to a single drive through will limit the ability to attract certain quality users that are in high demand to the commercial parcel within Celebration Plaza. As such, we are requesting to increase the maximum number of permitted drive-through uses from one (1) to a maximum of three (3) drive through restaurants, including at least one (1) endcap for buildings constructed to accommodate at least three (3) tenants, one being a drive through. This will provide an appropriate balance of uses within the overall 13.67-acre commercial area along Litchfield Road (Parcel E) and will complement the commercial and office uses permitted in the western 25.4 acres of the site (Parcels C and D).

This PAD Amendment proposes a simple change to one bullet point within Section 4.A.3 of the Goodyear Celebration Plaza PAD Standards and Guidelines Report to state as follows:

> *3. Restricted Use Permit Uses: The following uses identified in Section 3-3-3(C) of the Goodyear Zoning Ordinance as a Use Permit Use is restricted as follows:*
>
> - **Existing:**
>
> *Convenience Uses – No more than one (1) drive through restaurant is allowed through the Use Permit process and no more than one (1) convenience market/gas station is allowed through the Use Permit process.*
> - **Proposed Amendment:**
>
> *Convenience Uses - A maximum of three (3) drive through restaurants including at least one (1) drive through end cap for buildings constructed to accommodate at least three (3) tenants are permitted through the Use Permit process. Additionally, a maximum of one (1) convenience market/gas station is allowed through the Use Permit process.*

Request 2: Parking Ratio Modification

Request Introduction

The second requested PAD Amendment is to modify the parking requirement for Medical or Dental Offices and Out-Patient clinics outlined in Section 6-4-2 (I) of the City of Goodyear Zoning Ordinance from 1 space per 150 sq. ft. indoor floor area to 1 space per 200 sq. ft. indoor floor area.

This standard is already in place in neighboring cities such as Surprise, Peoria, Buckeye, Avondale and Gilbert, is supported by national parking demand data (ITE, ULI, APA), which show that modern appointment-based medical practices generate significantly lower parking demand than assumed under the City's current standard.

By right-sizing the parking supply, the PAD Amendment will allow for more sustainable, efficient site design with reduced asphalt, enhanced landscaping, more office square footage, and improved pedestrian amenities.

Peer Jurisdiction Comparisons

	Parking Requirement for Medical Office & Clinics	Code Ordinance
City of Surprise	1 space per 200 sq. ft.	Sec. 107-4.9
City of Peoria	1 space per 200 sq. ft.	Sec. 21-903
City of Buckeye	1 space per 350 sq. ft.	Sec. 5.6-1
City of Avondale	1 space per 200 sq. ft.	Sec. 28-164
Town of Gilbert	1 space per 200 sq. ft.	LDC Sec 4.203
City of Glendale	1 space per 350 sq. ft.	Sec. 35.4.005

Parking Demand and Industry Standards

1. Institute of Transportation Engineers (ITE) – Parking Generation Manual, 5th Edition (2019)
Land Use 720: Medical-Dental Office Building

- Observed weekday peak parking demand: 2.4 to 4.5 spaces per 1,000 square feet of gross floor area, depending on site context.
- Median observed demand: 3.5 spaces per 1,000 square feet (≈ 1 stall per 285 square feet).
- The proposed 1:200 ratio (5 spaces per 1,000 sf) exceeds the observed median and falls within the conservative upper range of actual utilization, ensuring adequate supply.

Land Use 630: Clinic

- ITE reports peak parking demand rates for clinics typically ranging between 2.5 and 5.0 spaces per 1,000 sq ft GFA.
- Clinics that serve urgent care or outpatient services with scheduled appointments (as expected in this project) tend toward the lower half of this range.
- The requested 1:200 ratio continues to exceed average observed demand for this land use type.

2. Urban Land Institute (ULI) – Shared Parking, 3rd Edition (2020)

- Notes that medical office parking ratios historically skew high due to outdated assumptions about unscheduled, walk-in demand.
- Confirms that appointment-based practices generate demand more consistent with general office parking ratios (1:250–1:300 sf).

3. American Planning Association (APA) – PAS Report 600: Parking Standards (2016)

- Identifies a national trend toward lowering medical office parking ratios, citing declining per-capita driving rates, increased use of ride-hailing services, and expanded telehealth.

Local Context and Site Efficiency

1. Stormwater and Heat Island Effects

- Each unnecessary parking stall creates approximately 325 square feet of impervious surface (stall plus circulation aisle).
- A reduction from 1:150 to 1:200 for a 40,000 square foot medical office saves approximately 67 stalls, or 21,775 square feet of asphalt.
- Benefits include reduced stormwater runoff, lower infrastructure costs, and mitigation of urban heat island impacts.

2. Urban Design and Landscaping

- Reduced parking supply allows for expanded landscape buffers, pedestrian pathways, and enhanced project aesthetics.
- This aligns with the City of Goodyear's General Plan goals for sustainability and high-quality site design.

Parking Management

Patient drop-off zones are encouraged for medical office and out-patient clinics to encourage alternative modes of transportation such as ride-sharing services.

Projects are encouraged to conduct a post-occupancy parking utilization survey within 6–12 months of project completion to verify adequacy of supply. If deficiencies are observed, property owners are to pursue shared-parking agreements with nearby properties or other adaptive measures.

Attachment E – Evaluation Criteria

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 2035 Goodyear General Plan designates the land use for this property as Business and Commerce. Celebration Plaza is currently zoned PAD and approved for commercial and residential development. This request does not make any changes to the previously approved use. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

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

Celebration Plaza is zoned PAD and already approved for a mixture of uses, including commercial uses. This request does not make any changes to the previously approved use. No significant changes have occurred to the existing conditions of the subject property since the original PAD approval.

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

Celebration Plaza is zoned PAD and already approved for a mixture of uses, including Commercial. This request does not make any changes to the previously approved use, which the City has already deemed to be compatible with the surrounding uses and zoning.

Current and future uses and development of the properties surrounding the subject property include:
North – The I-10 and Palm Valley Pavilions;
South – Goodyear Village Center, Palm Gate, City of Hope;
East – Palm Valley Crossing;
West – Future Airport Gateway at Goodyear;

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 its distance from Luke Air Force Base, base operations will not be adversely impacted by this development.

Phoenix-Goodyear Airport:

The property does not fall within the Phoenix-Goodyear Airport DNL. A stipulation has been added related to the disclosure of Phoenix Goodyear Airport operations.

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

The applicant has indicated there is demand in Goodyear for a master planned mix used community at this location, such as the proposed blend of on premises shopping and dining options, with both drive through and curb sided options, with close access to the freeway network as well as the adjacent employment uses.

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

School Districts:
The subject property is located within the Avondale Elementary School District and the Agua Fria Union High School District. Both school 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 #181	1.47	.73	Fire Station #183	3.86	1.93

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 via North Litchfield Road, West Celebrate Life Way, and several local streets on the interior of the site.

Water/Wastewater:
The City of Goodyear will provide water and wastewater services to the subject property.

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 and minor collector roadways with the necessary capacity. As indicated in the Water and Sewer Reports submitted with the Staff approved P23-50000003 preliminary plat, there is adequate water and sewer infrastructure to serve the development. Sewer service for lots 1 through 6 will be serviced by a private collection system and a private lift station that will discharge into the existing public sewer line in N. 143rd Ave. A property owners association will need to operate and maintain these private sewer facilities. The city has been in close coordination with Maricopa County related to ensuring adequate capacity is available.

8. General public concerns.

Public Participation and Planning and Zoning Commission Meeting:
An alternative notification process was used for this rezoning. A formal citizen review meeting was not held, but notice providing information on the rezone was mailed to 37 owners of property within 500 feet of the subject property and other stakeholders on February 15, 2025. There was no objection to the rezone received.

A public notice that this rezoning request would be considered and reviewed at a public hearing to be held before the Planning and Zoning Commission on March 12, 2025 appeared in the Arizona Republic Southwest Valley Edition February 21, 2025; postcards were mailed to adjoining owners on February 15, 2025; and signs were updated on the site to advertise the public hearing on February 20, 2025.

At the City Council meeting on March 24, 2025, the applicant chose to push the item to a later meeting date after questions and concerns were raised by the City Council. The applicant submitted an amended rezoning request to the city in September 2025.

A public notice that this rezoning request would be considered and reviewed at a public hearing on December 3, 2025 appeared in the Arizona Business Gazette - Republic Edition and XX postcards were mailed to adjoining owners on November 5.

9. Whether the amendment promotes orderly growth and development.

This property is already zoned and entitled and was determined to promote orderly growth and development.

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

The proposed development on the property will have a positive impact to the general health, safety, and welfare of the citizens of the City by providing a safe and well-designed community.

Attachment F

DATE: 12-03-2025

AI-#: 2921

CASE #: P24-00306

PLANNING AND ZONING COMMISSION ACTION REPORT

SUBJECT: REZONE APPROXIMATELY 66.6 ACRES LOCATED NORTHWEST OF WEST CELEBRATE LIFE WAY AND NORTH LITCHFIELD ROAD, KNOWN AS CELEBRATION PLAZA, FROM PLANNED AREA DEVELOPMENT TO CELEBRATION PLAZA 1st AMENDED PLANNED AREA DEVELOPMENT

STAFF PRESENTER(S): Justin Gabrielson, Senior Planner

SUMMARY:

This is a Public Hearing for consideration of the rezoning of approximately 66.6 acres generally located at West Celebrate Life Way and North Litchfield Road from Goodyear Celebration Plaza Planned Area Development to Celebration Plaza 1st Amended Planned Area Development.

RECOMMENDATION:

1. Conduct a public hearing to consider a request to rezone approximately 66.6 acres (the "Property") from Goodyear Celebration Plaza Planned Area Development to Celebration Plaza 1st Amended Planned Area Development

2. Recommend approval of the request to rezone approximately 66.6 acres generally located at West Celebrate Life Way and North Litchfield Road from Goodyear Celebration Plaza Planned Area Development to Celebration Plaza 1st Amended Planned Area Development (October 2025), as set forth in the draft of Ordinance No. 2025-XXXX (Justin Gabrielson, Senior Planner)

STIPULATIONS:

See Draft Ordinance No. 2025-XXXX (Attachment A).

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 located at West Celebrate Life Way and North Litchfield Road (Attachment B)

The 2035 Goodyear General Plan designates the land use for this property as Business and Commerce.

The current zoning for the Property is Celebration Plaza Planned Area Development (PAD), which contains a mixture of Multi-Family (MF-12), Multi-Family (MF-24), Commercial Office (C-O), MF-24/C-O hybrid and General Commercial (C-2) with a PAD Overlay; this PAD was approved in 2023 by the adoption of Ordinance No. 2023-1562.

The original application was heard by the Planning and Zoning Commission on March 12, 2025 and sought to amend the current Celebration Plaza PAD's limit of one (1) standalone drive through within Land Use District C-2 to allow two (2) standalone drive throughs, plus, unlimited endcap drive throughs for all buildings constructed that accommodate at least three (3) tenants, one being a drive through. The Planning and Zoning Commission recommended approval of the proposed amendment by a vote of 5-0.

The recommendation by the Planning and Zoning Commission, for the original application, was heard by the City Council on March 24, 2025. Council expressed concerns about an increase in the amount of drive-throughs without further reconsideration of the acreage and mix of multi-family and office land uses remaining on the site. As a result of the Council discussion, the applicant requested that the item be tabled, and no vote took place.

STAFF ANALYSIS:
Current Policy:
A rezoning request requires public review and recommendation by the Planning and Zoning Commission and review and approval by the City Council. The proposed rezoning must be in conformance with the General Plan and should not adversely impact the surrounding area.

Summary of the Rezoning Request:
The current application (See Attachment C) seeks to amend the current limit of one (1) standalone drive through, within Land Use District C-2 to allow a maximum of three (3) drive through restaurants including at least one (1) drive through end cap for buildings constructed to accommodate at least three (3) tenants are permitted through the Use Permit process. Additionally, a maximum of one (1) convenience market/gas station is allowed through the Use Permit process. Additionally, the current application seeks to amend the parking requirement for Medical or Dental Offices and Out-Patient clinics outlined in the City of Goodyear Zoning Ordinance from one (1) space per one hundred fifty (150) square feet of indoor floor area to one (1) space per two hundred (200) square feet of indoor floor area (Attachment D).

Based on Council's Concerns, Staff is recommending approval of the Draft Ordinance 2026-XXXX, The Planning Commission may recommend approval of the Draft Ordinance 2026-XXXX, which includes Stipulation 21; this stipulation replaces Chapter 4 (Zoning Districts), section A (C-2 General Commercial Zoning District), sub section 3 (Restricted Use Permit Uses), of the 1st Amended PAD with the following language previously approved by City Council on April 24, 2023: "No more than one (1) drive through restaurant is allowed through the Use Permit process and no

more than one (1) convenience market/gas station is allowed through the Use Permit process." This would forward a recommendation of approval to Council that will allow ONLY the modifications to the Medical or Dental Offices and Outpatient clinics parking requirements BUT NOT the additional two (2) drive-throughs.

However, the applicant is seeking Draft Ordinance 2025-XXXX be approved with the removal of Stipulation 21. The Planning Commission may recommend approval of Draft Ordinance 2025-XXXX, with the removal of Stipulation 21, this would have the effect of recommending Council approve BOTH the modifications to the Medical or Dental Offices and Outpatient clinics parking requirements AND up to two (2) standalone drive-throughs, and one end cap drive through, for a total maximum of three (3) drive-throughs and a maximum of (1) one gas station.

The Commission may also propose an alternative motion.

Additional details of the request can be found within the Details of the Request (Attachment D). Additional details on the city Evaluation Criteria are found within Detailed Evaluation Criteria (Attachment E).

ATTACHMENTS:
Attachment A – Draft Ordinance No. 2025-XXXX
Attachment B – Aerial Photo
Attachment C – Project Narrative
Attachment D – Details of the Request
Attachment E – Evaluation Criteria

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PAD Amendment

Celebration Plaza

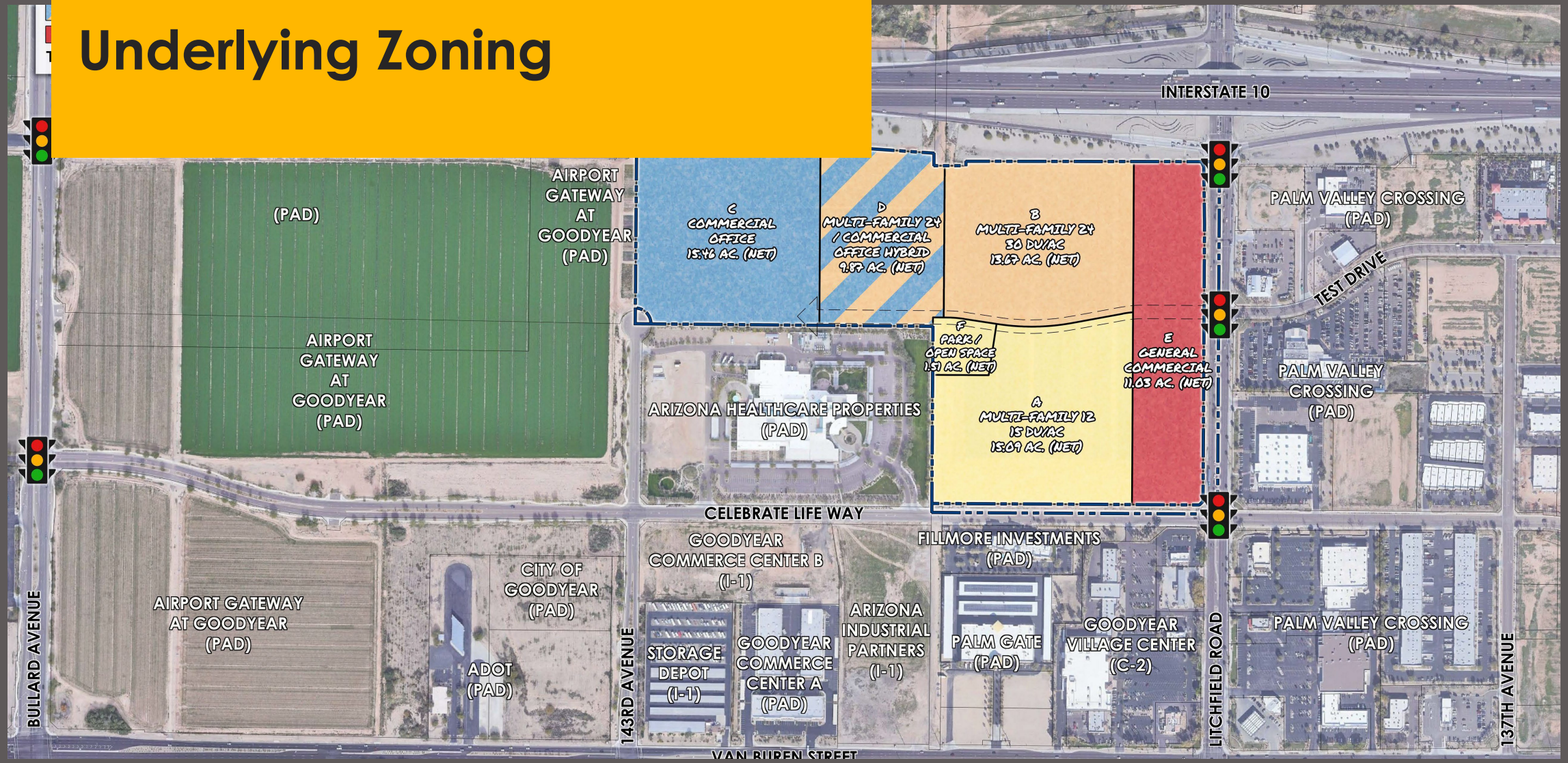
Location

Northwest Corner of West Celebrate Life Way and North Litchfield Road

66.6 Acre Site

Planned Area Development with a mixture of underlying uses

Underlying Zoning



Celebration Plaza 1st Amended

Previous Actions

- P&Z Meeting: March 12
  - Recommended Approval
- CC: March 24
  - Applicant requested the item be continued

Applicant Resubmitted: September

September Resubmitted Application

Parking and Drive-Throughs

3 Maximum Drive-Throughs with Use Permit

Reduction of Medical Office Parking (New)

Amendment Proposals

	Current Zoning	Applicant Request in March	Applicant Request in September	Planning and Zoning Recommendation
Drive-Through	1 Maximum with Use Permit	Maximum of 2 Standalone, and unlimited endcaps with Use Permit	Maximum of 3 Drive-Throughs with minimum of 1 End Cap. With Use Permit	1 Maximum with Use Permit
Medical Office Parking	City Zoning Ordinance (1:150 square feet)	City Zoning Ordinance (1:150 square feet)	1:200 Square feet	1:200 Square feet

P&Z Commission Recommended Amendment

Parking Requirement Reduction

1 Space Per 200 sqft

25% Decrease in parking

No additional Drive Throughs

Medical Office Park in Gilbert (1/200)

Amendment Options

December Planning and Zoning Options	Option 1 (Commission Recommendation)	Option 2 (Applicant Requested)	Option 3 Deny (Retain Current Zoning)
Drive-Through	1 Maximum with Use Permit	Maximum of 3 Drive-Throughs with minimum of 1 End Cap. With Use Permit	1 Maximum with Use Permit
Medical Office Parking	1:200 Square feet	1:200 Square feet	City Zoning Ordinance (1:150 square feet)

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Recommendation

Celebration Plaza 1st Amended

Recommend Approval subject to stipulations

- Reduced Parking
- No Additional Drive Throughs (Allowed 1 with Use Permit)

ITEM #: 15.
DATE: 01/26/2026
AI #:3011

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTION ACCEPTING THE COMPENSATION FOR THE MAYOR, VICE MAYOR AND COUNCILMEMBERS**

STAFF PRESENTER(S): Lyman Locket, Human Resources Director

OTHER PRESENTER(S):

Susan Schmelzer, Council Compensation Committee Chair

SUMMARY

The Council Compensation Committee conducted a review of the compensation provided to elected city officials. As a result of this review, the Council Compensation Committee recommends a salary increase of 5.0% for the Mayor, Vice Mayor and each Councilmember, effective July 1, 2026.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

ADOPT RESOLUTION NO. 2026-2504 ACCEPTING THE COUNCIL COMPENSATION COMMITTEE'S RECOMMENDATION AND APPROVE AN ANNUAL COMPENSATION INCREASE OF 5.0% FOR THE MAYOR, VICE MAYOR AND EACH OF THE COUNCILMEMBERS AND PROVIDE FOR AN EFFECTIVE DATE. (Lyman Locket, Human Resources Director)

FISCAL IMPACT

The fiscal impact of a 5.0% salary increases for the Mayor, Vice Mayor, and each Councilmember (when fully seated) is $5,870.79 annually plus employee related expenses. The table below summarizes the changes by position and in total. If approved by Council the changes will be reflected in the City Manager's Recommended FY2027 budget.

	FY2026 (current)	FY2027 (proposed)	Change
MAYOR	**$33,075.12**	**$34,728.88**	**$1,653.76**
VICE MAYOR	**$18,191.42**	**$19,100.99**	**$909.57**
COUNCILMEMBER (5)	**$13,229.84**	**$13,891.33**	**$661.49**
TOTAL	**$117,415.74**	**$123,286.50**	**$5,870.79**

BACKGROUND AND PREVIOUS ACTIONS

In 2018, an ad hoc Citizens Council Compensation Committee proposed raising salaries for the Mayor and Councilmembers, suggesting a biennial compensation review. The City Council responded by adopting Ordinance No. 2018-1404, establishing a permanent Citizens Committee for biennial evaluation of compensation for the Mayor, Vice Mayor, and Councilmembers.

On March 9, 2021, voters approved the updated City Charter, which incorporated changes to City Code Section 2-1-5 (Council Compensation). These modifications introduced a permanent Council Compensation Committee.

The Council Compensation Committee convenes every odd year to review Council compensation and may make a recommendation for compensation changes to be effective in even years. On November 27, 2023, the Council Compensation Committee proposed a 5% salary increase for the Mayor, Vice Mayor, and each Councilmember. This recommendation was adopted through Resolution No. 2023-2372, and the 5% salary increases took effect on the pay period effective July 1, 2024.

In accordance with the City Charter, the Council Compensation Committee assembled on November 19 and December 10, 2025, to assess Council compensation in comparison to benchmark survey data and formulate a recommendation for Council compensation.

Pursuant to the City Charter, Council can only adopt or reject the recommendation.

STAFF ANALYSIS

The Council Compensation Committee reviewed survey data that compared Goodyear to 11 benchmark cities in the Phoenix metro area. According to these benchmarks, the Mayor's compensation is at 56.7% of the market average, the Vice Mayor's at 56.5%, and Councilmembers' at 37.1%. Considering the existing compensation, the dedication invested in their roles, and data from similar cities in Arizona, the Council Compensation Committee proposes a 5.0% increase for the Mayor, Vice Mayor, and each Councilmember.

The City Charter, approved March 9, 2021, states when the Committee recommends a change in the salaries for elected officials of an amount less than 5.1%, a vote of the electors will not be required.

Resolution No. 2026-2504 is included as Attachment A.

Attachments

Attachment A - Resolution No. 2026-2504

Staff Presentation

RESOLUTION NO. 2026-2504

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ACCEPTING THE COUNCIL COMPENSATION COMMITTEE'S RECOMMENDATION AND APPROVE AN ANNUAL COMPENSATION INCREASE OF 5.0% FOR THE MAYOR, VICE MAYOR AND EACH OF THE COUNCILMEMBERS AND PROVIDE FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2-1-5 of the City Code of Goodyear, a permanent Council Compensation Committee has been created; and

WHEREAS, the Committee conducted a review of the compensation provided to elected City Officials during meetings held on November 19, 2025 and December 10, 2025; and

WHEREAS, the Committee reviewed survey data from 11 benchmark cities in the Phoenix metro area compared to Goodyear; and

WHEREAS, the Committee has made a recommendation regarding an increase in compensation for the Mayor, Vice Mayor and Councilmembers; and

WHEREAS, pursuant to the City of Goodyear City Code Section 2-1-5 Compensation, the compensation for the Mayor and City Council shall be adopted by resolution.

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

SECTION 1. ACCEPTANCE AND APPROVAL

The Mayor and Council hereby accept the Council Compensation Committee's recommendation and approve an annual compensation increase of 5.0% for the Mayor, Vice Mayor and each of the Councilmembers, effective July 1, 2026.

SECTION 2. Resolution 2026-2504 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 26th day of January, 2026.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

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Council Compensation

Council Compensation

Committee Background

- Citizen committee established in 2021as part of City Charter revision
- Review compensation of elected officials every 2 years
- Compensation last reviewed in 2023 with a recommendation made in 2024 for a 5% increase over the next two years (or 2.5% per year)

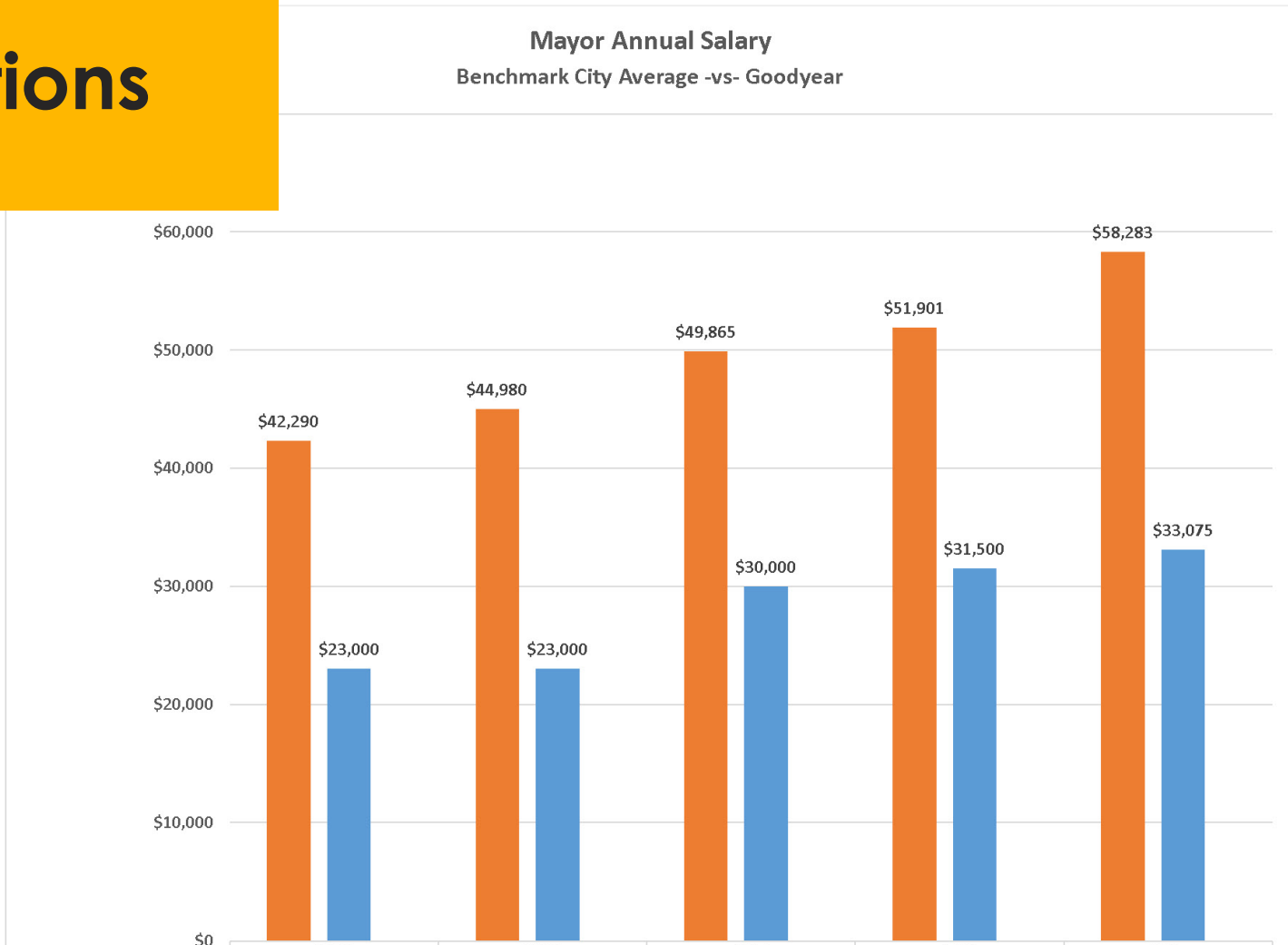
Current Considerations

- Duties and time expenditure of the Mayor and Councilmembers
- Elected officials compensation for benchmark cities: Avondale, Buckeye, Chandler, Gilbert, Glendale, Mesa, Peoria, Phoenix, Scottsdale, Surprise and Tempe
- Economic growth of Goodyear
- Inflation rate data of U.S. and Arizona

Key Observations

MAYOR COMPENSATION

- Mayor compensation is 56.7% of market average
- Trend analysis indicates a widening gap between Goodyear and benchmark city averages over time.



	2016	2018	2021	2023	2025
Mayor Average Salary	$42,290	$44,980	$49,865	$51,901	$58,283
% Increase		6.4%	10.9%	4.1%	12.3%
Goodyear	$23,000	$23,000	$30,000	$31,500	$33,075
% Increase		0.0%	30.4%	5.0%	5.0%

Key Observations

VICE MAYOR COMPENSATION

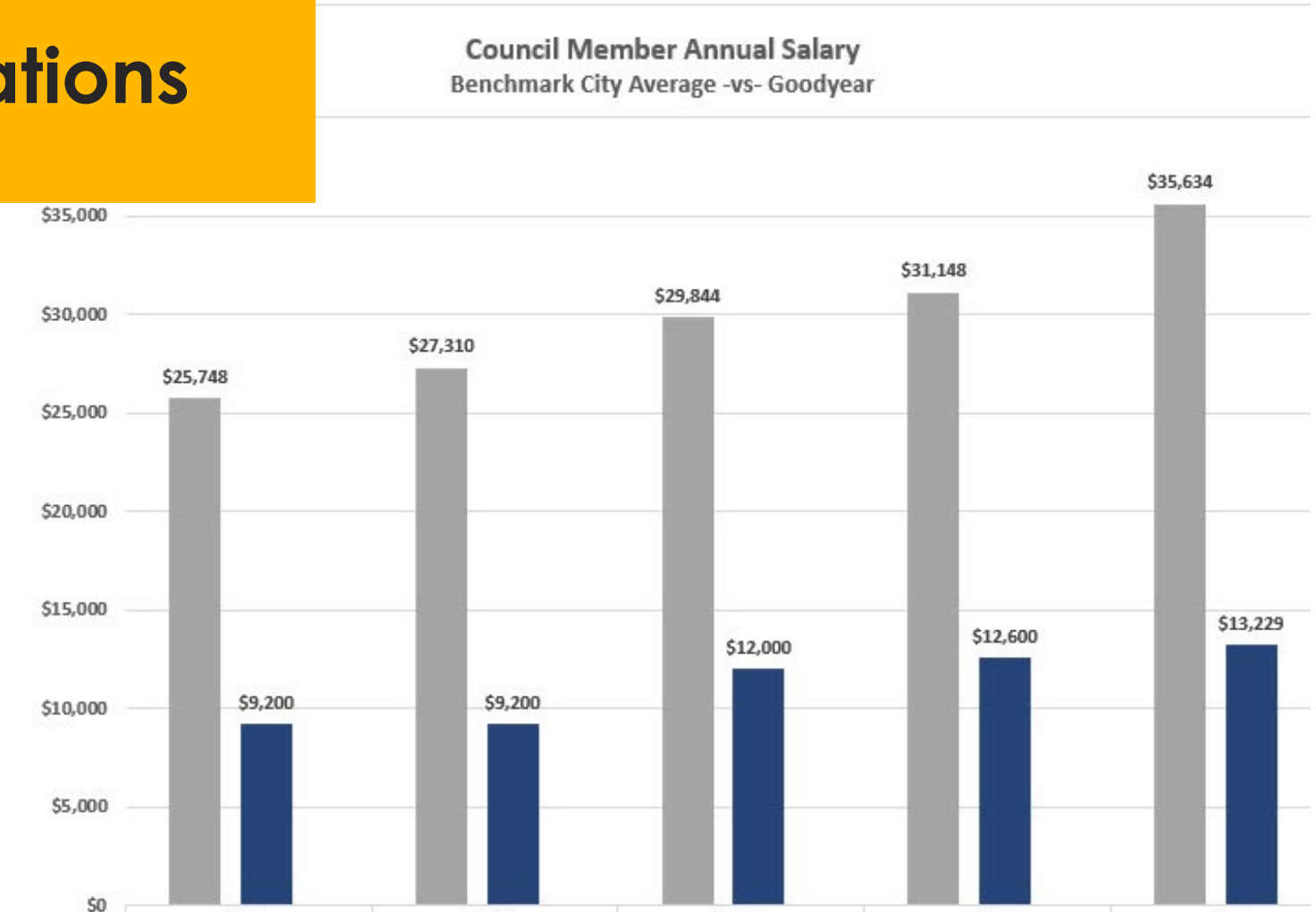
- Vice Mayor compensation is 56.5% of market average
- Trend analysis indicates a widening gap between Goodyear and benchmark city averages over time.

	2016	2018	2021	2023	2025
Average	$26,774	$27,755	$30,298	$31,679	$32,218
% Increase		3.7%	9.2%	4.6%	1.7%
Goodyear	$12,500	$12,500	$16,500	$17,325	$18,191
% Increase		0.0%	32.0%	5.0%	5.0%

Key Observations

COUNCILMEMBER COMPENSATION

- Councilmember compensation is 37.1% of market average
- Trend analysis indicates a widening gap between Goodyear and benchmark city averages over time.



	2016	2018	2021	2023	2025
Average	$25,748	$27,310	$29,844	$31,148	$35,634
% Increase		6.1%	9.3%	4.4%	14.4%
Goodyear	$9,200	$9,200	$12,000	$12,600	$13,229
% Increase		0.0%	30.4%	5.0%	5.0%

Recommendations

While a salary increase adjustment of greater than 5.0% is justified, the Committee felt the required referendum to do so should not be considered until the next periodic review

Salary increase adjustment of 5.0% to the Mayor, Vice Mayor and Councilmember salaries are now proposed

Effective July 1, 2026

Recommendation

Approve recommendation of the Committee and adopt the Resolution enacting the changes.

Questions?

Council Discussion