



City of Maricopa

Meeting Agenda City Council Regular Meeting

City Hall
39700 W. Civic Center
Plaza
Maricopa, AZ 85138
Ph: (520) 568-9098
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www.maricopa-az.gov

Mayor Nancy Smith
Vice-Mayor Henry Wade
Councilmember Eric Goettl
Councilmember AnnaMarie Knorr
Councilmember Amber Liermann
Councilmember Vincent Manfredi
Councilmember Bob Marsh

Tuesday, November 4, 2025

6:00 PM

Council Chambers

Procedure for Addressing the City Council

The Maricopa City Council values citizen comments and input. If you wish to speak on a matter concerning Maricopa city government that is on the agenda, please fill out a speaker card and give it to the City Clerk before the meeting starts. The Mayor will call your name when that portion of the agenda is reached.

The Call to the Public portion on the agenda provides citizens an opportunity to identify for the City Council matters of interest or concern related to city government that are not on the printed agenda. Under the provisions of the Arizona Open Meeting Law, the City Council is prohibited from responding to issues that have not been properly noticed. Therefore, the City Council may only listen to citizens who wish to address them on non-agenda items. We regret that the City Council cannot respond beyond thanking you for your comments. City staff will follow-up on your questions via telephone or email, whichever is preferred. A speaker card is not required for this portion of the meeting but it is appreciated.

Whenever any group of persons wishes to address the City Council on the same subject matter, it shall be proper for the Mayor to request that a spokesperson be chosen.

The City asks that, when your name is called, you come forward to the podium, state your name and then begin speaking. All speakers are expected to observe common standards of decorum and courtesy. Personal attacks, political speeches, or threats of political action are inappropriate in this forum and will be grounds, at the discretion of the Mayor, for ending a speaker's time at the podium.

In the event that the meeting is disrupted in any way that the City in its sole discretion deems inappropriate, the City reserves the right to immediately remove the individual(s) from the meeting. Reasons for removing an individual include but are not limited to making offensive remarks or statements, disrespectful statements or actions, and any other action deemed appropriate.

All remarks shall be addressed to the City Council as a body and not to staff or the public. No person other than a member of the City Council, the City Manager or the City Attorney and the person having the floor, shall be permitted to enter into any discussion without the permission of the Mayor. Depending on the number of items on the Council agenda and the number of speaker cards submitted, the Mayor may establish shorter time limits for speakers.

1. Call to Order

*Invocation
Pledge of Allegiance*

2. Roll Call**3. Proclamations, Acknowledgements, Awards and Presentations**

- 3.1 [PROC 25-10](#) Veteran's Day Proclamation
- 3.2 [PROC 25-11](#) Alzheimer's Awareness Month Proclamation
- 3.3 [PROC 25-12](#) Food Drive Participation Proclamation
- 3.4 [PRES 25-21](#) The City Council shall hear a legislative update from Senator TJ Shope.

4. Report from the Mayor

The Mayor, members of Council or other designee, may present information related to the operation of the city.

5. Report from the City Manager**6. Call to the Public**

The procedures to follow if you address the Council are: Council requests that you express your ideas in three minutes or less and refrain from any personal attacks or derogatory statements about any City employee, a fellow citizen, or anyone else, whether in the audience or not. The Mayor will limit discussion whenever they deem such an action appropriate to the proper conduct of the meeting. At the conclusion of an open call to the public, individual members of the Council may respond to criticism made by those who have addressed the Council, may ask Staff to review a matter, or may ask that a matter be put on a future agenda. However, members of the Council shall not discuss or take legal action on any matters during an open call to the public unless the matters are properly noticed for discussion and legal action. Finally, a word on decorum at our meetings. Periodically, we may want to applaud a success or show our approval of a comment and occasionally, we may personally disagree with something that is said. However, when we're hearing input from our City Council and our residents, whether we support their comments or disagree with their comments, please do not applaud or negatively respond to a speaker unless invited to do so by the presiding authority. It is important that every person who addresses the City Council has a right to speak and not be intimidated.

7. Consent Agenda

All items on the Consent Agenda are considered to be routine matters and will be enacted by one motion of the Council. There will be no separate discussion of these items unless a Councilmember or member of the public so requests, in which event the item will be removed from the Consent Agenda and considered in its normal sequence on the agenda.

- 7.1 [RES 25-45](#) A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, accepting public improvements and maintenance responsibility for all local internal streets within the Rancho Mirage Parcel 8, into the City Street/Road Maintenance System. Discussion and Action.
- 7.2 [SUB24-21](#) The Mayor and City Council shall discuss and take action to approve Subdivision Case # SUB24-21, Anderson Farms 3A, a Final Plat. Discussion and Action.
- 7.3 [MISC 25-26](#) The Mayor and City Council shall discuss and take action to approve a Map of Dedication, Case #MOD25-05, dedicating to the City of Maricopa, approximately 0.61 acres of right-of-way for the construction and continuation of North Green Road. Discussion and Action.
- 7.4 [RES 25-47](#) A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, designating the election date and purpose of election; designating the deadline for voter registration; and designating the place and the last date for candidates to file nomination papers. Discussion and Action.
- 7.5 [SPEVLIQ
25-10](#) The Mayor and City Council shall discuss and take action on recommending approval to the Arizona Department of Liquor Licenses and Control for a Special Event Liquor License application submitted by Daniel Lannon for approval of an event known as Lax4Life on December 20, 2025 to be held at Copper Sky, 44345 W. Bowlin Road, Maricopa, Arizona 85138. Discussion and Action.
- 7.6 [BIN 25-02](#) The Mayor and City Council shall discuss and take action on authorizing the City Clerk to forward an Endorsement by Local Governing Body to the Arizona Department of Revenue, Bingo Section, for issuance of a Bingo License, as requested by Michael Wheeler on behalf of Native Grill and Wings located at 21164 N. John Wayne Parkway, Maricopa, AZ 85139. Discussion and Action.
- 7.7 [MIN 25-65](#) Approval of Minutes from the October 7, 2025 City Council Special meeting, October 7, 2025 City Council Regular meeting and October 22, 2025 City Council Special meeting.

- 7.8 [CON 25-18](#) The Mayor and City Council shall discuss and take action to approve the Purchase and Sale Agreement with Outside the Box Marketing, Inc., an Arizona corporation, related to the sale of approximately 7.2 acres of the real property generally located South of Martin Luther King Jr. Blvd and East of N. John Wayne Pkwy, Maricopa, Pinal County, Arizona, Assessor Parcel Nos. 510-12-0600 and 510-12-0610 for \$2,240,000.00 and authorizing the City Manager to execute any future amendments to extend the Closing as he deems necessary and any closing documents related thereto. Discussion and Action.
- 7.9 [RES 25-46](#) A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, authorizing and directing the acquisition of all property necessary for purposes of control, maintenance and potential enhancement of the drainage channel generally located along the N Roosevelt Avenue alignment between W Edison Road and W Lexington Avenue within the City limit of Maricopa by dedication, donation, purchase, exchange or under the power of eminent domain as a matter of public necessity and authorizing the City Manager to execute all agreements related to such acquisitions. Discussion and Action.

8. Regular Agenda and/or Public Hearings

Items on the agenda are open for citizen input. Please fill out a card and present it to the City Clerk before the meeting begins. The Mayor will call upon you for your comments.

- 8.1 [APP 25-07](#) The Mayor and City Council shall discuss and take action on making an appointment to fill the vacancy on the Parks and Recreation Advisory Committee. Discussion and Action.
- 8.2 [APP 25-08](#) The Mayor and City Council shall discuss and take action on making an appointment to fill the vacancy on the Planning and Zoning Commission. Discussion and Action.
- 8.3 [CON 25-20](#) The Mayor and City Council shall discuss and take action to approve the Lease Agreement with Central Arizona Valley Institute of Technology (CAVIT), related to the lease of approximately 5.341 acres of the real property generally located at the Southwest corner of W. Madison Avenue and N. Wilson Avenue, Maricopa, Pinal County, Arizona, Assessor Parcel No. 510-18-0020. Discussion and Action.
- 8.4 [PRES 25-20](#) The Mayor and City Council shall hear a presentation from Rounds Consulting Group on the development of the Office of Economic Opportunity's strategic plan. Discussion only.
- 8.5 [ORD 25-13](#) An Ordinance of the Mayor and City Council of the City of Maricopa, Arizona, approving and adopting a city-initiated amendment to the City's Zoning Map to rezone approximately 2.21 acres of land from existing Pinal County Zoning CB-2 (General Business) to City of Maricopa GC (General Commercial) as described in case # ZON25-04. As part of a continuous effort to transition like for like zoning districts from Pinal County to City of Maricopa this request continues that effort as set forth in the adopted General Plan, Goal B1.4, Objective 6. The parcel of land is located at the southwest corner of N. Porter Rd. and W. Honeycutt Rd, Section 26, Township 4 South, Range 3 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more specifically, Pinal County APN # 510-24-001G. Discussion and Action.

9. Executive Session

The Maricopa City Council may go into executive session, which is not open to the public, for purpose of obtaining legal advice from the City's attorney on any of the above agenda items pursuant to A.R.S. § 38-431.03 (A)(3).

10. Adjournment

Note: This meeting is open to the public. All interested persons are welcome to attend. Council members of the City of Maricopa City Council will attend either in person or by telephonic conference or video communication. Supporting documents and staff reports, which were furnished to the City Council with this agenda, are available for review on our website, www.maricopa-az.gov.

Physical access to the meeting room will be available 15 minutes prior to the meeting start time.

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the City Clerk's Office at 520-316-6970. Requests should be made as early as possible to allow time to arrange the accommodation.

NOTICE TO PARENTS: Parents and legal guardians have the right to consent before the City of Maricopa makes a video or voice recording of a minor child A.R.S. §1-602.A.9. Maricopa City Council meetings are recorded and may be viewed on Channel 20 and the Maricopa website. If you permit your child to participate in the Council meeting, a recording will be made. If your child is seated in the audience, your child may be recorded, but you may request that your child be seated in a designated area to avoid recording. Please submit your request to the City Clerk at (520) 316-6970.



City of Maricopa

Text File

File Number: PROC 25-10

Agenda Date: 11/4/2025

Version: 1

Status: Proclamation

In Control: City Council Regular Meeting

File Type: Proclamation

Agenda Number: 3.1

TITLE

Veteran's Day Proclamation

Mayor Nancy Smith

Whereas, the willingness of America's veterans to serve our country has earned them our lasting gratitude; and

Whereas, Veteran's Day continues to be celebrated and commemorated with solemn observances in honor of all Americans who have served their country in times of war and conflict; and

Whereas, Veteran's Day has become a significant part of our American heritage as we recognize the millions of our citizens whose military services has had a profound effect on history; and

Whereas, throughout the generations, their sacrifices have preserved our unique form of government dedicated to human rights and respect for the individual; and

Whereas, in honor of these dedicated men and women, we pledge continued defense of our nation so that their sacrifice will stand before the entire world as a tribute to the spirit and determination of people dedicated to the principles of freedom and democracy, and

Whereas, the courage, honor, sacrifice, and dedication which veterans of the United States armed forces have displayed in the cause of justice, freedom, and democracy are most worthy of recognition.

NOW, THEREFORE, I, Nancy Smith, Mayor of the City of Maricopa, do hereby recognize November 11, 2025, as **VETERANS DAY** in the City of Maricopa and urge all citizens to recognize the valor and sacrifice of our veterans and to remember that freedom is not free, and these are the men and women who paid for the freedom all of us enjoy today.

Dated this 4th day of November 2025

Nancy Smith, Mayor



City of Maricopa

Text File

File Number: PROC 25-11

Agenda Date: 11/4/2025

Version: 1

Status: Proclamation

In Control: City Council Regular Meeting

File Type: Proclamation

Agenda Number: 3.2

TITLE

Alzheimer's Awareness Month Proclamation

Mayor Nancy Smith

Whereas, the City of Maricopa recognizes the importance of Alzheimer's and related dementia care and the significant impact on the health and wellbeing of our residents; and

Whereas, more than 11% of Arizonans over the age of 65 live with Alzheimer's, which is the 5th leading chronic disease cause of death in the state; and

Whereas, more than 240,000 Arizonans provide over 377,000,000 hours in unpaid care to their loved ones living with Alzheimer's and related dementia; and

Whereas, Medicaid costs of caring for people with Alzheimer's in Arizona was 591 million; and

Whereas, per capita, the cost of Medicare coverage for Arizonans with dementia is \$30,000 annually; and

Whereas, Arizonans are actively engaged in educating about the disease, advocating for a proper continuum of care, and improving the training and care of patients with Alzheimer's disease and related dementia; and

Whereas, the City of Maricopa supports an Arizona without Alzheimer's and related dementia, addressing this public health crisis.

NOW, THEREFORE, I, Nancy Smith, Mayor of the City of Maricopa do hereby proclaim the month of November 2025 as **Alzheimer's and Caregiver Month** in this community and encourage all our residents to learn about Alzheimer's and related dementia patient care.

Dated this 4th day of November 2025.

Nancy Smith, Mayor



City of Maricopa

Text File

File Number: PROC 25-12

Agenda Date: 11/4/2025

Version: 1

Status: Proclamation

In Control: City Council Regular Meeting

File Type: Proclamation

Agenda Number: 3.3

TITLE

Food Drive Participation Proclamation



City of Maricopa

Text File

File Number: PRES 25-21

Agenda Date: 11/4/2025

Version: 1

Status: Proclamation

In Control: City Council Regular Meeting

File Type: Presentation

Agenda Number: 3.4

TITLE

The City Council shall hear a legislative update from Senator TJ Shope.



City of Maricopa

Text File

File Number: RES 25-45

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Resolution

Agenda Number: 7.1

TITLE

A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, accepting public improvements and maintenance responsibility for all local internal streets within the Rancho Mirage Parcel 8, into the City Street/Road Maintenance System. Discussion and Action.

[Enter Text Here]

[Enter Body Here]

..Fiscal Impact

[Enter Fiscal Impact Statement Here]

RESOLUTION NO. 25-45

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, ACCEPTING PUBLIC IMPROVEMENTS AND MAINTENANCE RESPONSIBILITY FOR ALL LOCAL INTERNAL STREETS WITHIN RANCHO MIRAGE PARCEL 8, INTO THE CITY STREET/ROAD MAINTENANCE SYSTEM.

WHEREAS, the City has received a request from the owner/developer to accept public improvements and maintenance responsibility for the local internal streets within Rancho Mirage Parcel 8, into the City street/road maintenance system. The streets include all local internal streets unless specifically excluded herein within Rancho Mirage Parcel 8; and

WHEREAS, it appears that the public improvements in question have been properly dedicated for public use; and

WHEREAS, the Maricopa Development Services Department has inspected the public improvements and has notified the Maricopa City Council that the public improvements have been installed to the satisfaction of Maricopa Development Services Department; and

WHEREAS, it appears to the Maricopa City Council that the current owner has paid to the City the appropriate Subdivision Street Maintenance Fee, as established by Resolution 04-16, and any other applicable fees relating to the property.

NOW, THEREFORE, BE IT RESOLVED that the Maricopa and City Council hereby accepts all local internal streets within Rancho Mirage Parcel 8, as indicated on the maps attached as Exhibit “A” hereto, into the City road system for purposes of public use, ownership and future maintenance. The streets include all local internal streets unless specifically excluded herein within Rancho Mirage Parcel 8.

PASSED AND ADOPTED by the Mayor and Council of the City of Maricopa, Arizona, this 4th day of November, 2025.

APPROVED:

Nancy Smith
Mayor

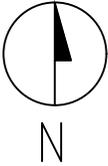
ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis Fitzgibbons
City Attorney

EXHIBIT A



RANCHO MIRAGE BLVD.

N. MIRAGE ST.

SAN ILDEFANSO DRIVE

PIETRA DRIVE

SAN ALVAREZ AVENUE

SAN ALVAREZ AVE.

NOCERA ROAD

SAN SISTO AVENUE

W BOWLIN RD.

EXHIBIT 'A'
RANCHO MIRAGE - PARCEL 8
MAPS OF STREETS TO BE ACCEPTED BY THE CITY OF MARICOPA



City of Maricopa

Text File

File Number: SUB24-21

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Subdivision

Agenda Number: 7.2

TITLE

The Mayor and City Council shall discuss and take action to approve Subdivision Case # SUB24-21, Anderson Farms 3A, a Final Plat. **Discussion and Action.**

..AGENDA ITEM DESCRIPTION

Final Plat SUB24-21: EPS Group, Inc. for Lennar Arizona, LLC, on behalf of Millrose Properties, LLC, is requesting final plat approval for "Anderson Farms Phase 3A," to develop 126 residential lots on ±32-acres of land, on a portion of Section 33, Township 04 South, Range 04 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona.

Discussion and Action.

..PRESENTER

This item will be presented by LaRee Mason, Associate Planner

..STAFF RECOMMENDATION

Staff recommends approval of the final plat amendment application SUB24-21, Final Plat of Anderson Farms 3A, subject to the conditions of approval in the staff report.



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STAFF REPORT

Case Number: SUB24-21

To: Honorable Mayor and City Council
 Through: Rodolfo Lopez, Director, Development Services
 From: LaRee Mason, Associate Planner, Development Services
 Meeting Date: November 4, 2025

REQUESTS

Subdivision Replat SUB24-21: EPS Group, Inc. for Lennar Arizona, LLC, on behalf of Millrose Properties, LLC, is requesting final plat approval for “Anderson Farms Phase 3A,” to develop 126 residential lots on ±32-acres of land, on a portion of Section 33, Township 04 South, Range 04 East of the Gila and Salt River Base and Meridian, Pinal County, Arizona. **Discussion and Action.**

APPLICANT/OWNER

ENGINEER/PROJECT MANAGER

Millrose Properties Arizona, LLC
 7464 N. Cholla Blvd.
 Tucson, AZ 85741

David Hughes, EPS Group
 1130 N. Alma School Road, Suite 120
 Mesa, AZ 85201

Vickey Morris, Lennar
 1665 W. Alameda Dr. 130
 Tempe, AZ 85282

COUNCIL PRIORITIES CONSIDERED

- Quality of Life
- Economic Sustainability
- Managing the Future

PROJECT DATA

Site Gross Acres 32-acres
 Existing Site Use Vacant
 Proposed Site Use Single Family Residential
 Existing General Plan Designation Master Planned Community
 Existing Zoning Anderson Farms PAD
 Lot Count 126
 Density 3.9 du/ac

Surrounding Zoning/Use:

Direction	General Plan Designation	Existing Zoning	Existing Use
North	MPC	PAD	Residential, Anderson Farms Phase 1A
East	MPC	PAD	Vacant, Agricultural
South	MPC	PAD	Vacant. Agricultural
West	MPC	PAD	Residential, Sorrento Subdivision

PROJECT HISTORY

The Anderson Farms Planned Area Development (PAD) was created in 2021, under planning case PAD21-09. The approved Anderson Farms development consists of approximately 569 acres of land and is located at the northwest corner of N. Murphy Road and W. Farrell Road. The development plan for the overall project includes subdividing the 569 acres into two (2) parcels of land totaling 2,067 residential lots. The proposed density for the overall development is ±3.63 units per acre. The project site was originally zoned General Rural (GR) and rezoned to Anderson Farms Planned Area Development (PAD21-09). On December 23, 2024, the Commission approved the Anderson Farms 3A preliminary plat, SUB24-16, proposing 126 single-family lots on ±32-acres. This application is for Phase 3A final plat.

ANALYSIS

Details of the Request

This request proposes to subdivide approximately 32.0 gross acres of land into 126 residential lots and 13 open space tracts. This preliminary plat includes lot sizes, ranging from 5,400 square feet (45' x 120') to 6,000 square feet (50' x 120'). Additionally, this plat creates 13 open space tracts, totaling 7.27 acres, for open space and retention purposes. Subsequent construction will adhere to the standards governed by the Anderson Farms Planned Area Development standards (PAD24-09).

Vehicular and Pedestrian Access

Main access to the parcel will be provided via W. Anderson Farms Blvd. This is an existing east west collector road that has been constructed with previous phases of development. Internal circulation is provided via a network of local streets and provides additional internal connections to future phases. All rights-of-way will be dedicated to the City of Maricopa and maintained as public streets.

Intent of the Application

The intent of the final plat process is to address all major issues related to the land development in accordance to the city policies, standards, codes, and requirements. Granting approval does not grant acceptance of streets nor authorizes plat recordation or sale of lots. The final plat authorizes the developer to proceed with the next required step within Chapter 17 of the City's Subdivision Ordinance. With approval of the final plat, per Chapter 17 of the City's Subdivision Ordinance, the developer will have the opportunity to pursue subsequent development steps.

In reviewing the final plat request, the following items were reviewed to assure adequacy with the city's development regulations for residential subdivisions:

1. Lot size, dimensions and setbacks:

The proposed lot size and dimensions meet minimum requirements of the RS-5 zones as set forth in the approved PAD.

2. Wall Boundary Design:

Theme wall, view fence, and standard wall designs are proposed. Wall design and features meet minimum design requirements set forth in the approved PAD, under case # PAD21-09, as amended.

3. Pedestrian Connectivity:

The applicant is proposing a well-connected pathway system through the subdivision that will tie into the urban trail system planned by the City's Parks, Trails, and Open Space Master Plan. The development features a north/south pathway along its western boundary with Phase 1 of the subdivision, that features many amenities and connects the interior of Phase 2 with W. Anderson Farms Blvd. Pedestrian access is also provided toward the future commercial corner to the northwest of the site. This system satisfies the connectivity requirements as set forth in the City's Subdivision Code and the approved PAD.

4. Residential Design Guidelines:

Residential product design review was conducted during the original PAD approval in 2022 and the subsequent Major PAD Amendment in 2024. Staff has determined that the proposed product elevations meet the letter and intent of the City’s adopted Single-Family Residential Design Guidelines.

5. Conceptual Landscaping:

The proposed landscaping meets the requirements set forth in the approved PAD, the City’s Zoning Ordinance, and the City’s Subdivision Code. Various amenity areas and pedestrian trails are included in this proposal, as well as trail connections to future phases.

6. Preliminary Drainage Report:

The Engineering Division has reviewed the preliminary drainage report and is satisfied with the initial methods of retaining and maintaining drainage. The final drainage report and plans will be reviewed and approved as part of this final plat application.

7. Road Design:

Roadway design proposed in the final plat (see Exhibit A) includes local streets with 50’ rights-of-way, 5’ attached sidewalks, and 5’ landscape buffers. All future phases of the Anderson Farms subdivision will require detached sidewalks as per the City’s adopted Design Standards Manual and City’s Subdivision Code and Zoning Code.

8. Preliminary Traffic Report:

The Engineering Division has reviewed the traffic report and is in support of the applicant’s Traffic Engineer’s determination for required improvements.

CONCLUSION

Staff recommend approval of case SUB24-21, subject to the conditions of approval stated in this staff report:

1. The improvement plans shall be constructed in accordance with plans approved by the City Engineer, State and County agencies, and utility companies.
2. Changes/amendments not included with this application request and or addressed during the city’s review shall require separate review and approval by staff and if deemed necessary, review and approval by the same approving body for this application as determined by the City Engineer and Zoning Administrator.
3. Requested or required amendments to previously approved documents may be reviewed and approved by staff if determined by the City Engineer and Zoning Administrator that the amendment is of a technical and objective nature. However, if the amendment is determined subjective to policy interpretation, amendments require review and approval by the same approving body (or bodies) as the previous approval(s).
4. In accordance with the City’s Subdivision Code, Sec. 17.20.060(E), approval of the final plat is valid for a period of twelve (12) months from the date of City Council approval. If the developer fails to provide the required material or perform the necessary work that includes the required improvement plan approval as specified in Sec. 17.20.060(E), within the twelve (12) month period, the final plat approval by City Council shall become null and void. Any further action on said plat, after the expiration of the approval, shall require a complete re-submittal of the plat.
5. Human remains and artifacts have been found in the Maricopa area. “Public law 101-601, Native American Graves Protection and Repatriation Act” and “Public law 41-865 disturbing human remains or funerary objects; rules; violation; classification; definitions.” A person can be guilty of a class 5 felony if he/she intentionally possesses, sells or transfers any human remains or funerary objects that are excavated or removed. In the event that human remains and/or artifacts are discovered during construction, Ak-Chin has requested that the developers stop immediately and contact the Ak-Chin Cultural Resources Office before any further construction continues.

6. All infrastructure improvements shall be in accordance with approved and current improvement plans, with a City-issued construction permit and a County-issued dust control permit prior to installation. The City Engineer and utility providers will perform a final inspection and, as applicable, review the final reports, as-built plans, and warranties prior to City-acceptance of infrastructure.
7. Prior to recordation of the final the applicant shall record the proposed CC&R's and the recording number shall be noted within the approval final plat.
8. Prior to building permitting for any single-family homes, Administrative Design Review application shall be submitted for the review and approval of the proposed housing products.
9. Housing products shall be designed in accordance with current City of Maricopa standards and/or subsequent standards at the time of submittal.
10. Prior to issuance of any building permits for model homes/sales office/buildings, the Developer/applicant shall provide evidence that the above disclosures have been included and disseminated to the best of their ability as notes on the final plat, or as a separated recorded document.
11. Prior to issuance of any Certificate of Occupancy, the applicant shall submit and secure all required applications, plans supporting documents submittals, approvals and permits and passed inspections from the applicable federal, state, county, and any other agencies as applicable.

ATTACHMENTS / EXHIBITS

Exhibit A: Final Plat of Anderson Farms Phase 3A

Exhibit B: Closure Report

- End of Staff Report -

LEGAL DESCRIPTION

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A REBAR WITH CAP STAMPED 'EPS GROUP RLS 53160' AT THE SOUTHWEST CORNER OF SAID SECTION 33, FROM WHICH A CITY OF MARICOPA BRASS CAP IN A HAND HOLE AT THE WEST QUARTER CORNER OF SAID SECTION 33, BEARS NORTH 0 DEGREES 32 MINUTES 50 SECONDS EAST, 2,639.85 FEET (BASIS OF BEARING);

THENCE ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER, NORTH 0 DEGREES 32 MINUTES 50 SECONDS EAST, 811.72 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID WEST LINE, NORTH 0 DEGREES 32 MINUTES 50 SECONDS EAST, 1756.58 FEET;

THENCE SOUTH 89 DEGREES 27 MINUTES 10 SECONDS EAST, 55.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 89 DEGREES 27 MINUTES 10 SECONDS EAST A DISTANCE OF 33.00 FEET;

THENCE NORTHEASTERLY 51.29 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 89 DEGREES 03 MINUTES 00 SECONDS;

THENCE ALONG THE SOUTH LINE OF THE NORTH 40.00 FEET OF SAID SOUTHWEST QUARTER, NORTH 89 DEGREES 35 MINUTES 50 SECONDS EAST, 891.41 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 211.10 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHWEST, FROM WHICH THE RADIUS POINT BEARS SOUTH 3 DEGREES 37 MINUTES 06 SECONDS WEST A DISTANCE OF 449.00 FEET;

THENCE SOUTHEASTERLY 76.77 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 9 DEGREES 47 MINUTES 47 SECONDS;

THENCE SOUTH 76 DEGREES 35 MINUTES 07 SECONDS EAST, 98.22 FEET;

THENCE SOUTH 13 DEGREES 24 MINUTES 53 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 376.39 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 118.00 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 115.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 36 DEGREES 53 MINUTES 18 SECONDS EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY 16.09 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 36 DEGREES 52 MINUTES 12 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 50.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 48.37 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 120.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 600.00 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 120.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 54 SECONDS EAST, 39.01 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 50.00 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST A DISTANCE OF 25.00 FEET;

THENCE SOUTHWESTERLY 10.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23 DEGREES 34 MINUTES 41 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 235.83 FEET TO THE BEGINNING OF A NON-TANGENT CURVE, CONCAVE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS NORTH 23 DEGREES 35 MINUTES 48 SECONDS EAST A DISTANCE OF 25.00 FEET;

THENCE SOUTHEASTERLY 10.29 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 23 DEGREES 34 MINUTES 41 SECONDS;

THENCE ON A NON-TANGENT LINE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 50.00 FEET;

THENCE SOUTH 89 DEGREES 58 MINUTES 43 SECONDS EAST, 95.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 292.85 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 95.00 FEET;

THENCE SOUTH 0 DEGREES 01 MINUTES 06 SECONDS WEST, 50.00 FEET;

THENCE NORTH 89 DEGREES 58 MINUTES 54 SECONDS WEST, 354.79 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEAST, HAVING A RADIUS OF 33.00 FEET;

THENCE SOUTHWESTERLY 51.53 FEET ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 89 DEGREES 28 MINUTES 16 SECONDS;

THENCE ON A NON-TANGENT LINE NORTH 89 DEGREES 27 MINUTES 10 SECONDS WEST, 55.00 FEET TO THE POINT OF BEGINNING.

FINAL PLAT

"Anderson Farms Phase 3A"
A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA

CONVEYANCE AND DEDICATION STATEMENT

STATE OF ARIZONA }
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS: THAT MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HAS SUBDIVIDED UNDER THE NAME OF "A FINAL PLAT FOR ANDERSON FARMS PHASE 3A", A PLANNED AREA DEVELOPMENT LOCATED IN A PORTION OF THE SOUTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PINAL COUNTY, ARIZONA, AS SHOWN PLATTED HEREON AND HEREBY DECLARE THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID LOTS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY. EASEMENTS ARE DEDICATED AS SHOWN ON THIS PLAT.

MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, IS THE OWNER OF FEE TITLE IN: (A) THE PROPERTY BEING DEDICATED ON THIS PLAT TO THE PUBLIC FOR ROADWAY PURPOSES AND ALL INCIDENTALS THERETO; AND (B) THE PROPERTY UPON OR ACROSS WHICH EASEMENTS ARE BEING DEDICATED ON THIS PLAT TO THE PUBLIC. MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, HEREBY WARRANT TO THE CITY OF MARICOPA, THE TITLE TO SUCH PROPERTY AGAINST ALL PERSONS CLAIMING UNDER IT, AND ANY OTHER MATTERS OF RECORD.

TRACTS "A" THROUGH "M" ARE NOT DEDICATED TO THE PUBLIC, BUT ARE PLATTED AS COMMON PROPERTY FOR THE USE AND ENJOYMENT OF ANDERSON FARMS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION (HOA) AS MORE FULLY SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS.

STREETS SHOWN ON THIS PLAT ARE DEDICATED TO THE PUBLIC FOR ROADWAY PURPOSES INCLUDING, BUT NOT LIMITED TO, ACCESS, DRAINAGE, TELECOMMUNICATIONS AND PUBLIC UTILITIES.

RIGHT-OF-WAY SIGHT-VISIBILITY EASEMENTS AS DESIGNATED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC AT ALL INTERSECTIONS WITH A PUBLIC STREET, 25' X 25' AT LOCAL TO LOCAL INTERSECTIONS AND 33' X 33' AT ARTERIAL OR COLLECTOR INTERSECTIONS WITH A PUBLIC STREET.

PUBLIC UTILITY EASEMENTS ARE HEREBY DEDICATED TO THE PUBLIC UPON, OVER, UNDER, ACROSS AND THROUGH THOSE AREAS DESIGNATED AS SUCH HEREON FOR THE INSTALLATION, MAINTENANCE, REPAIR, AND REMOVAL OF UNDERGROUND UTILITIES, INCLUDING, BUT NOT LIMITED TO, WATER, SEWER, RECLAIMED WATER, GAS, ELECTRIC AND TELECOMMUNICATIONS. MAINTENANCE OF THE AREAS SUBJECT TO SUCH PUBLIC UTILITY EASEMENTS SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.

IT IS AGREED THAT PRIOR TO THE SALE OF ANY LOT OR THE ISSUANCE OF ANY BUILDING PERMITS, WHICHEVER OCCURS FIRST, ALL LOTS WILL BE ACCURATELY STAKED AND MARKED, AS DESIGNATED ON THIS PLAT, AND A CERTIFICATION FILED WITH THE CITY OF MARICOPA BY AN ARIZONA REGISTERED LAND SURVEYOR CERTIFYING SUCH LOTS ARE ACCURATELY STAKED AND MARKED, AS DESIGNATED ON THIS PLAT, AND DESCRIBING THE TYPE MARKERS USED.

IN WITNESS WHEREOF:

MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERETO CAUSED THEIR NAME TO BE AFFIXED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF THE UNDERSIGNED OFFICER THEREUNTO DULY AUTHORIZED THIS ____ DAY OF _____, 20____.

MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY

BY: LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, ATTORNEY-IN-FACT FOR MILLROSE PROPERTIES ARIZONA, LLC

BY: _____

NAME: _____

ITS: _____

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 2025 BY _____ THE _____ OF LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, THE ATTORNEY-IN-FACT FOR MILLROSE PROPERTIES ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY, FOR AND ON BEHALF OF THE COMPANY.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

BY: _____

NOTARY PUBLIC DATE

MY COMMISSION EXPIRES: _____

RATIFICATION AND APPROVAL OF PLAT

STATE OF ARIZONA }
COUNTY OF PINAL }

KNOW ALL MEN BY THESE PRESENTS: THAT ANDERSON FARMS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, HEREBY RATIFIES, AFFIRMS AND APPROVES THIS FINAL PLAT FOR "ANDERSON FARMS PHASE 3A" AND THE RESPONSIBILITIES IMPOSED UPON IT UNDER THIS MAP.

IN WITNESS WHEREOF, _____ HAS CAUSED ITS NAME TO BE AFFIXED BY THE UNDERSIGNED, DULY AUTHORIZED OFFICER THIS ____ DAY OF _____, 20____.

ANDERSON FARMS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION

BY: _____

ITS: _____

ACKNOWLEDGEMENT

STATE OF ARIZONA }
COUNTY OF PINAL }

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS ____ DAY OF _____, 20____ BY _____ OF ANDERSON FARMS HOMEOWNERS ASSOCIATION, AN ARIZONA NON-PROFIT CORPORATION, FOR AND ON BEHALF THEREOF.

IN WITNESS WHEREOF, I HERETO SET MY HAND AND OFFICIAL SEAL.

BY: _____
NOTARY PUBLIC DATE
MY COMMISSION EXPIRES:

UTILITY SERVICES

Table with utility services: SEWER, WATER, ELECTRICITY, GAS, TELEPHONE, CABLE, POLICE, FIRE, SCHOOLS, SOLID WASTE and their respective providers like GLOBAL WATER - PALO VERDE COMPANY, LLC, SANTA CRUZ WATER COMPANY, LLC, etc.

LAND USE TABLE

Table with land use statistics: TOTAL NUMBER OF LOTS (126), TOTAL NUMBER OF TRACTS (13), TOTAL LOTS AREA (16.3665 AC), TOTAL TRACTS AREA (7.2667 AC), RIGHT-OF-WAY (8.3695 AC), GROSS AREA (32.0027 AC).

ZONING INFORMATION

PLANNED AREA DEVELOPMENT, CITY OF MARICOPA
REZONING CASE # PAD24-02.

BASIS OF BEARING

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 4 SOUTH, RANGE 4 EAST OF THE GILA AND SALT RIVER MERIDIAN, SAID BEARING BEING NORTH 0 DEGREES 32 MINUTES 46 SECONDS EAST.

FEMA FLOOD ZONE DELINEATION

THIS SITE IS LOCATED WITHIN FEMA FLOOD ZONE SHADED X AS SHOWN ON FEMA FLOOD INSURANCE RATE MAP NUMBER 04021C0765F FOR PINAL COUNTY DATED JUNE 16, 2014.

GENERAL NOTES

- 1. CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
2. NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
3. ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN EASEMENTS DEDICATED FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF. NO TREES AREA ALLOWED.
4. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT.
5. ALL TRACTS THAT WILL NOT BE DEDICATED TO THE CITY OF MARICOPA AND ALL COMMON PROPERTY SHALL BE IMPROVED IN ACCORDANCE WITH PLANS APPROVED BY THE CITY OF MARICOPA AND SHALL BE CONVEYED BY QUIT CLAIM DEED TO THE HOMEOWNERS ASSOCIATION. THE HOMEOWNERS ASSOCIATION SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE COMMON PROPERTY.
6. THE STORM WATER RETENTION VOLUMES REQUIRED BY THE CITY OF MARICOPA DRAINAGE ORDINANCE HAVE BEEN MET AND THE OVERALL GROSS RETENTION/DETENTION VOLUMES WILL NOT BE CHANGED WITHOUT PRIOR APPROVAL BY THE CITY OF MARICOPA. MAINTENANCE OF THE AREA SUBJECT TO STORM WATER RETENTION/DETENTION SHALL BE THE RESPONSIBILITY OF THE LOT OR TRACT OWNER.
7. ALL NEW OR RELOCATED UTILITIES SHALL BE PLACED UNDERGROUND.
8. ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY THE CITY OF MARICOPA.
9. ALL TRENCH WORK WITHIN PUBLIC UTILITY EASEMENTS ADJACENT TO PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY THE CITY OF MARICOPA.
10. THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, AS ADOPTED BY THE CITY OF MARICOPA AND ADMINISTERED BY THE CITY OF MARICOPA BUILDING SAFETY DEPARTMENT.
11. ALL MINIMUM BUILDING SETBACKS ARE MEASURED FROM THE STEM WALLS OF THE BUILDING.
12. A 1/2" CAPPED REBAR WILL BE SET AT ALL LOT AND TRACT CORNERS UPON COMPLETION OF PAVING IMPROVEMENTS.
13. A THREE INCH BRASS SURVEY MONUMENT WILL BE SET IN CONCRETE AT ALL CENTERLINE P.C., P.T. AND STREET INTERSECTION UPON COMPLETION OF PAVING IMPROVEMENTS
14. TRACT, LOT AND PARCEL MONUMENTATION TO BE SET AT COMPLETION OF STREET PAVING.
15. THIS PLAT IS IN PROXIMITY TO "CI-2" (HEAVY INDUSTRIAL) AREA, FEEDLOT, AND UNION PACIFIC RAILROAD CORRIDOR AND MAY EXPERIENCE LIGHT POLLUTION, NOISE, ODORS, EMISSIONS AND TRAFFIC CONGESTION ASSOCIATED WITH UNION PACIFIC RAILROAD, ETHANOL PLANT, AGRICULTURAL AND OTHER INDUSTRIAL USES. IN ADDITION, THIS PROJECT IS ADJACENT TO AGRICULTURAL USE AND MAY EXPERIENCE DUST, NOISE, ODORS, AGRICULTURAL PESTICIDE SPRAYS AND TRUCK TRAFFIC AMONG OTHERS.
16. COVENANTS, CODES AND RESTRICTIONS FOR ANDERSON FARMS HOMEOWNERS ASSOCIATION ARE RECORDED IN FEE NO. _____, PINAL COUNTY RECORDS.
17. THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR THE ABUTTING PROPERTY OWNER.
18. SIDEWALK EASEMENTS SHALL NOT PRECLUDE A UTILITY PROVIDER FROM ACCESS TO THE PUBLIC UTILITY EASEMENT.
19. THE MAINTENANCE OF THE STREET LIGHTS BY ED#3 AND PAYING OF SERVICES FOR THE STREET LIGHTS BE THE RESPONSIBILITY OF THE HOMEOWNERS' ASSOCIATION OR ADJACENT PROPERTY OWNER.

DEVELOPER

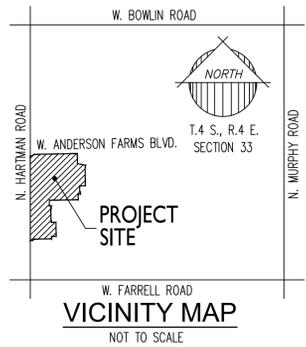
LENNAR ARIZONA, LLC, AN ARIZONA LIMITED LIABILITY COMPANY
1665 W. ALAMEDA DRIVE, SUITE 130
TEMPE, AZ 85282
PHONE: (480) 702-8766
CONTACT: VICKEY MORRIS
EMAIL: vickey.morris@lennar.com

ENGINEER

EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
CONTACT: ERIC WINTERS, P.E.
EMAIL: eric.winters@epsgroupinc.com

SURVEYOR

EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250
CONTACT: ROBERT A. JOHNSTON, R.L.S.
EMAIL: Robert.Johnston@epsgroupinc.com



ASSURED WATER SUPPLY

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A CERTIFICATE OF ASSURED WATER SUPPLY, DWR FILE NO. 86-402008.0001, FOR THE SUBMISSION IN ACCORDANCE WITH SECTION 45-576 OF THE ARIZONA REVISED STATUTES (ARS).

ASSURANCE STATEMENT

ASSURANCE IN THE FORM OF A _____, ISSUED FROM _____ IN THE AMOUNT OF \$ _____ HAS BEEN DEPOSITED WITH THE CITY ENGINEER TO GUARANTEE CONSTRUCTION OF THE REQUIRED SUBDIVISION IMPROVEMENTS.

CERTIFICATION

THIS IS TO CERTIFY THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WERE MADE UNDER MY DIRECTION DURING THE MONTH OF SEPTEMBER 2024, THAT THE PLAT IS CORRECT AND ACCURATE, THAT THE MONUMENTS SHOWN HEREON HAVE BEEN LOCATED OR ESTABLISHED AS DESCRIBED AND HAVE BEEN PERMANENTLY SET.

ROBERT A. JOHNSTON, RLS NO. 37495
EPS GROUP, INC.
1130 N. ALMA SCHOOL RD, SUITE 120
MESA, ARIZONA 85201
PHONE: (480) 503-2250

APPROVALS

APPROVED: _____ DATE _____
DEVELOPMENT SERVICES DIRECTOR
CITY OF MARICOPA, ARIZONA
APPROVED: _____ DATE _____
CITY ENGINEER
CITY OF MARICOPA, ARIZONA
APPROVED BY THE COUNCIL OF THE CITY OF MARICOPA, ARIZONA, THIS ____ DAY OF _____, 20____.
BY: _____ MAYOR DATE _____
ATTEST: _____ CITY CLERK DATE _____

1130 N. Alma School Rd, Suite 120
Mesa, AZ 85201
T: 480.503.2250 | F: 480.835.1799
www.epsgroupinc.com



"Anderson Farms Phase 3A"
City of Maricopa, Arizona
FINAL PLAT

Revisions: table with columns for revision number and description.



Drawn by: A.G.
Reviewed by: R.J.



Job No.
21-0141.06

FPOI

Sheet No.
1
of 8



CLOSURE REPORT
ANDERSON FARMS PHASE 3A

JOB NO. 21-0141
JUNE 19, 2024

North: 739000.5743' East: 686103.2771'

Segment #1 : Line

Course: N00°32'50"E Length: 1756.58'
North: 740757.0742' East: 686120.0536'

Segment #2 : Line

Course: S89°27'10"E Length: 55.00'
North: 740756.5489' East: 686175.0511'

Segment #3 : Curve

Length: 51.29' Radius: 33.00'
Delta: 089°03'00" Tangent: 32.46'
Chord: 46.28' Course: N45°04'20"E
Course In: S89°27'10"E
Course Out: N00°24'10"W
RP North: 740756.2337' East: 686208.0496'
End North: 740789.2325' East: 686207.8172'

Segment #4 : Line

Course: N89°35'50"E Length: 891.41'
North: 740795.4989' East: 687099.2052'

Segment #5 : Line

Course: S00°01'06"W Length: 211.10'
North: 740584.3989' East: 687099.1377'

Segment #6 : Curve

Length: 76.77' Radius: 449.00'
Delta: 009°47'47" Tangent: 38.48'
Chord: 76.68' Course: S81°29'01"E
Course In: S03°37'06"W
Course Out: N13°24'53"E
RP North: 740136.2939' East: 687070.8013'

End North: 740573.0432' East: 687174.9722'

Segment #7 : Line

Course: S76°35'07"E Length: 98.22'
North: 740550.2564' East: 687270.5124'

Segment #8 : Line

Course: S13°24'53"W Length: 50.00'
North: 740501.6205' East: 687258.9125'

Segment #9 : Line

Course: S00°01'06"W Length: 376.39'
North: 740125.2306' East: 687258.7920'

Segment #10 : Line

Course: N89°58'54"W Length: 118.00'
North: 740125.2683' East: 687140.7920'

Segment #11 : Line

Course: S00°01'06"W Length: 115.00'
North: 740010.2683' East: 687140.7552'

Segment #12 : Curve

Length: 16.09' Radius: 25.00'
Delta: 036°52'12" Tangent: 8.33'
Chord: 15.81' Course: S71°32'48"E
Course In: N36°53'18"E
Course Out: S00°01'06"W
RP North: 740030.2635' East: 687155.7617'
End North: 740005.2640' East: 687155.7523'

Segment #13 : Line

Course: S00°01'06"W Length: 50.00'
North: 739955.2640' East: 687155.7363'

Segment #14 : Line

Course: N89°58'54"W Length: 48.37'



North: 739955.2794' East: 687107.3663'

Segment #15 : Line

Course: S00°01'06"W Length: 120.00'
North: 739835.2794' East: 687107.3279'

Segment #16 : Line

Course: N89°58'54"W Length: 600.00'
North: 739835.4714' East: 686507.3280'

Segment #17 : Line

Course: S00°01'06"W Length: 120.00'
North: 739715.4714' East: 686507.2896'

Segment #18 : Line

Course: S89°58'54"E Length: 39.01'
North: 739715.4589' East: 686546.2996'

Segment #19 : Line

Course: S00°01'06"W Length: 50.00'
North: 739665.4590' East: 686546.2836'

Segment #20 : Curve

Length: 10.29' Radius: 25.00'
Delta: 023°34'41" Tangent: 5.22'
Chord: 10.22' Course: S78°13'45"W
Course In: S00°01'06"W
Course Out: N23°33'35"W
RP North: 739640.4590' East: 686546.2756'
End North: 739663.3741' East: 686536.2785'

Segment #21 : Line

Course: S00°01'06"W Length: 235.83'
North: 739427.5441' East: 686536.2030'

Segment #22 : Curve

Length: 10.29' Radius: 25.00'

Delta: 023°34'41" Tangent: 5.22'
Chord: 10.22' Course: S78°11'33"E
Course In: N23°35'48"E
Course Out: S00°01'06"W
RP North: 739450.4538' East: 686546.2104'
End North: 739425.4528' East: 686546.2068'

Segment #23 : Line

Course: S00°01'06"W Length: 50.00'
North: 739375.4528' East: 686546.1908'

Segment #24 : Line

Course: S89°58'43"E Length: 95.00'
North: 739375.4174' East: 686641.1908'

Segment #25 : Line

Course: S00°01'06"W Length: 292.85'
North: 739082.5674' East: 686641.0970'

Segment #26 : Line

Course: N89°58'54"W Length: 95.00'
North: 739082.5978' East: 686546.0971'

Segment #27 : Line

Course: S00°01'06"W Length: 50.00'
North: 739032.5978' East: 686546.0811'

Segment #28 : Line

Course: N89°58'54"W Length: 354.79'
North: 739032.7113' East: 686191.2911'

Segment #29 : Curve

Length: 51.53' Radius: 33.00'
Delta: 089°28'16" Tangent: 32.70'
Chord: 46.45' Course: S45°16'58"W
Course In: S00°01'06"W
Course Out: N89°27'10"W



RP North: 738999.7113' East: 686191.2805'
End North: 739000.0287' East: 686158.2843'

Segment #30 : Line

Course: N89°27'10"W Length: 55.00'
North: 739000.5540' East: 686103.2868'

Perimeter: 6143.78' Area: 1394039 Sq. Ft.
Error Closure: 0.0225 Course: S25°30'49"E
Error North: -0.02028 East: 0.00968

Precision 1: 272587.11





City of Maricopa

Text File

File Number: MISC 25-26

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Miscellaneous Item

Agenda Number: 7.3

TITLE

The Mayor and City Council shall discuss and take action to approve a Map of Dedication, Case #MOD25-05, dedicating to the City of Maricopa, approximately 0.61 acres of right-of-way for the construction and continuation of North Green Road. **Discussion and Action.**

..AGENDA ITEM DESCRIPTION

A request by Atwell, LCC, applicant, on behalf of Forestar (USA) Real Estate Group, Inc., owner, requesting approval for Right of Way Dedication to the City of Maricopa. The property is generally located ± 0.28 -miles ($\pm 1,468$ feet) north of W. SR 238 on the east side of Green Road.

Approval of the MOD will allow for the continuation of N. Green Rd. to the north, providing access onto W. Nightingale Road for properties located in the Moonlight subdivision. No future dedications are proposed.

..PRESENTER

This item will be presented by LaRee Mason, Associate Planner

..STAFF RECOMMENDATION

Staff recommends **approval** of **case MOD25-05**, as amended by the Mayor and City Council.

MEMO

Case # MOD25-05

To: Honorable Mayor and City Council

From: LaRee Mason, Associate Planner

Through: Rodolfo Lopez, Development Services Director

Meeting Date: November 4, 2025

REQUEST

Map of Dedication (MOD25-05) Moonlight Tract B: A request by Atwell, LCC, applicant, on behalf of Forestar (USA) Real Estate Group, Inc., owner, requesting approval for Right of Way Dedication to the City of Maricopa. The property is generally located ±0.28-miles (±1,468 feet) north of W. SR 238 on the east side of Green Road. **DISCUSSION AND ACTION.**

APPLICANT/PROPERTY OWNER

Atwell, LLC
4700 E. Southern Avenue
Mesa, AZ 85206

Forestar (USA) Real Estate Group, Inc.
1661 E. Camelback Road, Suite 805
Phoenix, AZ 85016

SITE LOCATION



ANALYSIS

The Moonlight Tract B Map of Dedication (MOD) effectively dedicates approximately 0.61 acres of right-of-way to the City of Maricopa for the construction and continuation of N. Green Rd. Approval of the MOD will allow for the continuation of N. Green Rd. to the north, providing access onto W. Nightingale Road for properties located in the Moonlight subdivision. No future dedications are proposed.

FINDINGS

Staff supports the map of dedication request as it satisfies the following findings:

- The subject portion of N. Green Rd. is planned for future transportation purposes and is needed as public right-of-way.
- The proposed dedication will not negatively impact current residents or transportation.

RECOMMENDATION

Staff recommends **approval** of **case MOD25-05**, as amended by the Mayor and City Council.

ATTACHMENTS

Exhibit A: Project Narrative

Exhibit B: Closure Report

Exhibit C: Map of Dedication

-- End of staff report --



**PROJECT NARRATIVE
FOR A MAP OF DEDICATION**

**TRACT B OF BLOCK PLAT,
MOONLIGHT PHASE 1**

Prepared for

Forestar (USA) REAL ESTATE GROUP INC
1661 E. Camelback Rd, Suite 805
Phoenix, AZ 85016

Atwell Project No. 20002092

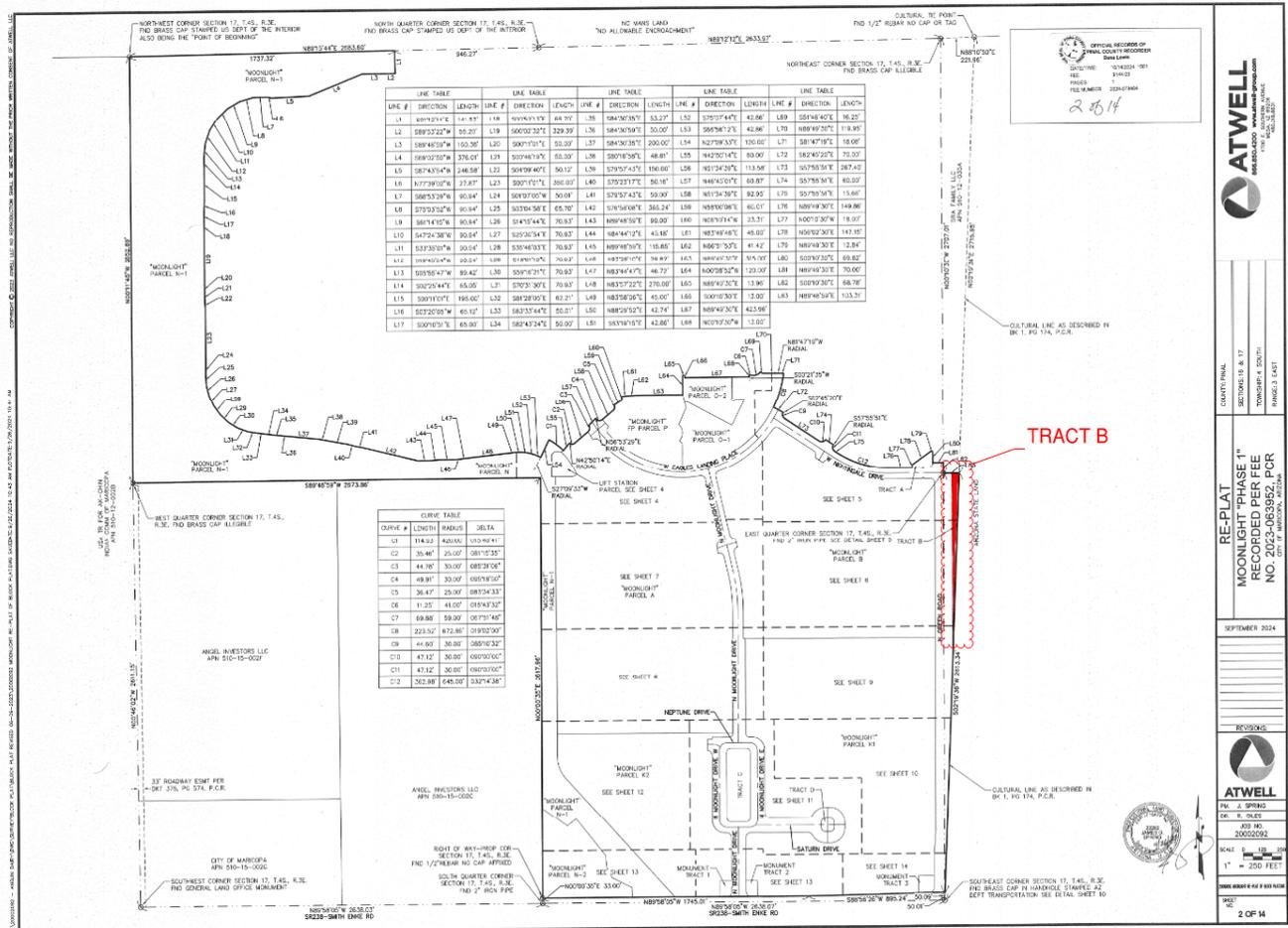
Submitted by Atwell, LLC

4700 E. Southern Ave.
Mesa, AZ 85206

July 2025

PROJECT NARRATIVE

Atwell, LLC has been retained by Forestar to submit a MOD for Right of Way Dedication on the East side of Green Road to be dedicated to the City of Maricopa. Due to original boundaries and new roadway alignments, there is a sliver of land that was created on the Moonlight phase 1 block plat called Tract B. Tract B measures a width of 45.31' at the centerline of the intersection of Green Rd and W. Nightengale Drive and coming to a point approximately 1167.04' South for a total of 0.61 acres. See below for location of tract.



Name: TRACT B

North: 756543.1390' East: 654455.5667'

Segment #1 : Line

Course: N89°48'58.601"E Length: 45.3146'

North: 756543.2843' East: 654500.8811'

Segment #2 : Line

Course: S2°19'36.444"W Length: 1168.1423'

North: 755376.1051' East: 654453.4557'

Segment #3 : Line

Course: N0°06'13.115"E Length: 1167.0358'

North: 756543.1390' East: 654455.5667'

Perimeter: 2380.4927' Area: 26441.53 Sq. Ft.

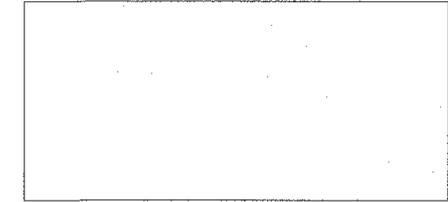
Error Closure: 0.0000 Course: N86°26'47.749"E

Error North: 0.00000 East: 0.00004

Precision 1: 2380492700.0000



**MAP OF DEDICATION OF
TRACT B OF BLOCK PLAT, MOONLIGHT PHASE 1
FEE NO. 2023-063952, CITY OF MARICOPA, ARIZONA**
LOCATED IN A PORTION OF THE SOUTHWEST QUARTER
OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST,
OF THE GILA AND SALT RIVER BASE AND MERIDIAN
PINAL COUNTY, ARIZONA



DEDICATION

STATE OF ARIZONA)
COUNTY OF PINAL) SS

KNOW ALL PERSONS BY THESE PRESENTS:

FORESTAR (USA) REAL ESTATE GROUP INC, HAS SUBDIVIDED UNDER THE NAME OF "MAP OF DEDICATION TRACT B OF BLOCK PLAT, MOONLIGHT PHASE 1 FEE NO. 2023-063952, CITY OF MARICOPA, ARIZONA", AS SHOWN PLATTED HEREON AND HEREBY DECLARES THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE PARCEL, TRACTS, STREETS, AND EASEMENTS CONSTITUTING SAME AND THAT SAID PARCELS, TRACTS AND STREETS SHALL BE KNOWN BY THE NUMBER, LETTER OR NAME GIVEN EACH RESPECTIVELY.

OWNER HEREBY DEDICATES AND CONVEYS TO THE CITY OF MARICOPA, IN FEE ALL REAL PROPERTY DESIGNATED ON THIS PLAT AS "RIGHT OF WAY" OR R/W FOR USE AS PUBLIC RIGHT OF WAY.

CHANNEL MAINTENANCE: MOONLIGHT SHADOW COMMUNITY MASTER ASSOCIATION SHALL MAINTAIN THE FLOODPLAIN CHANNELS AND IMPROVEMENTS LOCATED THEREON WITHIN THE MOONLIGHT COMMUNITY. IMPROVEMENTS LOCATED THEREON, SHALL BE MAINTAINED IN GOOD CONDITION AND REPAIR AT ALL TIMES.

HOMEOWNERS ASSOCIATION WILL ASSUME RESPONSIBILITY FOR THE MONTHLY OPERATING AND MAINTENANCE COSTS FOR ALL STREETLIGHTS WITHIN THE DEVELOPMENT AND ADJACENT ARTERIALS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PUBLIC RIGHT-OF-WAY TO BACK OF CURB SHALL BE THE RESPONSIBILITY OF THE ABUTTING PROPERTY OWNER.

IN WITNESS WHEREOF:

FORESTAR (USA) REAL ESTATE GROUP INC, HAS HEREUNTO CAUSED ITS NAME TO BE AFFIXED AND HAS EXECUTED THIS SUBDIVISION PLAT BY THE SIGNATURES OF THE UNDERSIGNED DULY AUTHORIZED THIS _____ DAY OF _____, 2025.

OWNER: FORESTAR (USA) REAL ESTATE GROUP INC

BY: _____

NAME: _____

TITLE: _____

ACKNOWLEDGMENT

STATE OF ARIZONA)
COUNTY OF PINAL) SS

ON THIS _____ DAY OF _____, 2025, BEFORE ME, THE UNDERSIGNED, PERSONALLY

APPEARED _____, WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE FOREGOING INSTRUMENT FOR THE PURPOSES CONTAINED THEREIN.

IN WITNESS WHEREOF I HEREUNTO SET MY HAND AND OFFICIAL SEAL.

NOTARY PUBLIC _____ DATE _____

MY COMMISSION EXPIRES: _____

LEGAL DESCRIPTION

LOCATED WITHIN A PORTION OF THE WEST HALF OF SECTION 16, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA,

MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP, ACCEPTED AS THE WEST QUARTER CORNER OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 3 EAST BRASS CAP, FROM WHICH A FOUND BRASS CAP STAMPED "US DEPT OF THE INTERIOR, ACCEPTED AS THE NORTHWEST CORNER OF SECTION 17 TOWNSHIP 4 SOUTH, RANGE 3 EAST, THEREOF BEARS N00°11'45"W A DISTANCE OF 2652.89 FEET;

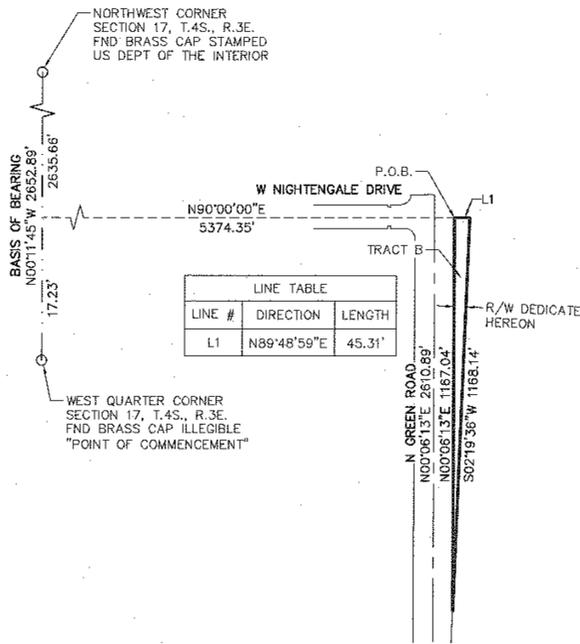
THENCE, ALONG THE WEST LINE OF SAID SECTION 17, N00°11'45"W A DISTANCE OF 17.23 FEET;

THENCE, LEAVING SAID WEST LINE OF SAID SECTION 17, N90°00'00"E A DISTANCE OF 5374.35 FEET TO THE POINT OF BEGINNING;

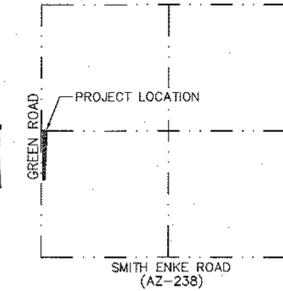
THENCE, N89°48'59"E A DISTANCE OF 45.31 FEET;

THENCE, S02°19'36"W A DISTANCE OF 1168.14 FEET;

THENCE, N00°06'13"E A DISTANCE OF 1167.04 FEET TO THE POINT OF BEGINNING.



N.T.S.
VICINITY MAP
SECTION 16, T.4S., R.3E.



OWNER/DEVELOPER

FORESTAR (USA) REAL ESTATE GROUP INC
1661 E. CAMELBACK ROAD, SUITE 330
PHOENIX, ARIZONA 85016
PHONE: (480) 801-2419
CONTACT: SILVIA RICO

ENGINEER

ATWELL, LLC
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE: (480) 218-8831
CONTACT: MICHAEL J. PARK PE
CONTACT: JAMES G. SPRING PLS

NOTES

- CONSTRUCTION WITHIN UTILITY EASEMENTS SHALL BE LIMITED TO UTILITIES, FENCES AND DRIVEWAYS.
- NO STRUCTURES OR VEGETATION OF ANY KIND THAT WOULD IMPEDE THE FLOW OF WATER THROUGH THE EASEMENTS MAY BE CONSTRUCTED, PLANTED OR ALLOWED TO GROW WITHIN DRAINAGE EASEMENTS.
- ALL WORK WITHIN PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY THE CITY OF MARICOPA.
- ALL TRENCH WORK WITHIN PUBLIC UTILITY EASEMENTS ADJACENT TO PUBLIC RIGHTS-OF-WAY REQUIRE PERMITS FROM AND INSPECTIONS BY THE CITY OF MARICOPA.
- THIS SUBDIVISION IS SUBJECT TO THE REQUIREMENTS OF THE INTERNATIONAL FIRE CODE, AS ADOPTED BY THE CITY OF MARICOPA AND ADMINISTERED BY THE CITY OF MARICOPA BUILDING SAFETY DEPARTMENT.

BASIS OF BEARING

BASIS OF BEARING IS ALONG THE WEST LINE OF THE NORTHWEST OF SECTION 17, T.4S., R.3E. BEING N00°11'45"W WITH A DISTANCE OF 2652.89 FEET.

APPROVALS

DEVELOPMENT SERVICES DIRECTOR _____ DATE _____
CITY OF MARICOPA, ARIZONA

APPROVED: _____ DATE _____

CITY ENGINEER _____ DATE _____
CITY OF MARICOPA, ARIZONA

APPROVED BY THE COUNCIL OF THE CITY OF MARICOPA,
ARIZONA, THIS _____ DAY OF _____, 2025.

BY: _____ MAYOR _____ DATE _____

ATTEST: _____ CITY CLERK _____ DATE _____

LAND USE TABLE

GROSS ACREAGE 0.61 ACRES

ASSURED WATER STATEMENT

THE ARIZONA DEPARTMENT OF WATER RESOURCES HAS GRANTED A DESIGNATION ASSURED WATER SUPPLY, DWR FILE NO. 86-402008.0001, FOR THE SUBDIVISION IN ACCORDANCE WITH SECTION 45-576, OF THE ARIZONA REVISED STATUTES (ARS).

SANITARY SEWER

GLOBAL WATER - PALO VERDE UTILITIES, LLC AGREED TO SERVE THIS SUBDIVISION, AND HAS NOT AGREED TO ALLOW THE SUBDIVISION TO USE AN ALTERNATIVE SEWER DISPOSAL METHOD.

LAND SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT I AM REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF ARIZONA; THAT THIS PLAT HEREON HAS BEEN PREPARED FROM A SURVEY PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING THE MONTH OF JULY, 2025. THAT THE SURVEY IS TRUE AND ACCURATELY REPRESENTS THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ALL MONUMENTS EXIST OR WILL BE SET AS SHOWN, THAT ALL LOT CORNERS ARE SET OR WILL BE SET, IN ACCORDANCE WITH THE LATEST ADAPTED "ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS"; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

JAMES G. SPRING, PLS 22282
ATWELL, LLC
4700 E. SOUTHERN AVE.
MESA, ARIZONA 85206
PHONE: (480) 218-8831



COUNTY: PINAL
SECTIONS: 16
TOWNSHIP: 4 SOUTH
RANGE: 3 EAST

MAP OF DEDICATION
TRACT B OF
BLOCK PLAT, MOONLIGHT PHASE 1
FEE NO. 2023-063952
CITY OF MARICOPA, ARIZONA

JULY 2025

REVISIONS:



PM. J. SPRING

DR. R. GILES

JOB NO. 20002092

PRODUCT: PLT

SCALE 0 125 250
1" = 250 FEET

20002092.M.B.P. TRACT B.DWG
SHEET NO.

1 OF 1

K:\2002092 - ANGLIN DAILY.DWG SURVEY.MXD TRACT B\2002092.M.B.P. TRACT B.DWG SAVEDATE: 7/14/2025 12:57 PM PLOTDATE: 7/14/2025 12:58 PM



City of Maricopa

Text File

File Number: RES 25-47

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Resolution

Agenda Number: 7.4

TITLE

A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, designating the election date and purpose of election; designating the deadline for voter registration; and designating the place and the last date for candidates to file nomination papers. Discussion and Action.

[Enter Text Here]

[Enter Body Here]

..Fiscal Impact

[Enter Fiscal Impact Statement Here]

RESOLUTION NO. 25-47

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, DESIGNATING THE ELECTION DATE AND PURPOSE OF ELECTION; DESIGNATING THE DEADLINE FOR VOTER REGISTRATION; AND DESIGNATING THE PLACE AND THE LAST DATE FOR CANDIDATES TO FILE NOMINATION PAPERS.

BE IT RESOLVED, by the Mayor and Council of the City of Maricopa, Arizona, as follows;

Section 1. Designation of Election Date: Purpose

That August 4, 2026 has been set as the time for holding the Primary Election in the City of Maricopa for the purpose of nominating candidates for the office of council member whose names shall appear on the ballot at the General Election to be held on November 3, 2026. Any candidates receiving a majority of all the votes cast at the Primary Election will be declared elected without running at the General Election.

In addition, if the City Council approves and submits the General Plan to the voters, the General Plan shall appear on the ballot at the General Election to be held on November 3, 2026.

Section 2. Designating Deadline for Voter Registration

County registration and voting lists will be used for the municipal election. In order to be qualified to vote at the Primary Election, you must be registered by July 6, 2026. Cut-off for General Election is October 5, 2026.

Section 3. Designating Date and Place to File Candidate Nomination Forms

Candidates seeking municipal office may obtain nomination papers, and other materials which must be filed by candidates with the City Clerk, at Maricopa City Hall 39700 W. Civic Center Plaza, Maricopa, Arizona beginning November 5, 2025. Candidates must file nomination papers and other nomination forms no earlier than March 7, 2026 and no later than April 6, 2026 at 5:00 p.m. Nomination papers need to be filed at the City Clerk's Office - 39700 W. Civic Center Plaza, Maricopa, Arizona, in order for their names to appear on the Primary Election ballot.

PASSED AND ADOPTED BY THE Mayor and Council of the City of Maricopa, Arizona, this 4th day of November, 2025.

APPROVED:

Nancy Smith
Mayor

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis Fitzgibbons
City Attorney



City of Maricopa

Text File

File Number: SPEVLIQ 25-10

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Special Event Liquor License

Agenda Number: 7.5

TITLE

The Mayor and City Council shall discuss and take action on recommending approval to the Arizona Department of Liquor Licenses and Control for a Special Event Liquor License application submitted by Daniel Lannon for approval of an event known as Lax4Life on December 20, 2025 to be held at Copper Sky, 44345 W. Bowlin Road, Maricopa, Arizona 85138. Discussion and Action.

..AGENDA ITEM DESCRIPTION

Staff received a request from Daniel Lannon for approval of a Special Event Liquor License for events held on December 20, 2025. This event will be held at Copper Sky, 44345 W. Bowlin Road, Maricopa, Arizona 85138.

..PRESENTER

This item will be presented by Vanessa Bueras, City Clerk.

..STAFF RECOMMENDATION

Staff recommends the Mayor and City Council consider the approval to the Arizona Department of Liquor License and Control for the special event permit applications as submitted.



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

DLLC USE ONLY

Job #:
Date Accepted:
LC:
License #:

SPECIAL EVENT LICENSE
APPLICATION FEE \$25.00 PER DAY

MUST be submitted to the Department of Liquor **10 days prior** to the event.

SECTION 1

Name of Non-Profit Organization, Candidate or Political Party: Good Oak LaCrosse

If the event will be held on an unlicensed premises, it **MUST** be approved and signed by the Local Governing Body Before submitting to the Arizona Department of Liquor.

LOCAL GOVERNING BODY

Date Received: _____

I, _____ APPROVAL DISAPPROVAL
Government Official Title

On behalf of _____
City, Town, County Signature Date

SECTION 2

Will the event be at a location with a current liquor license and within the approved and licensed area?

Yes No

If yes, **MUST** attach a letter of explanation/permission from the licensed location and choose **ONE** option below.

Name of Licensed Location _____ Liquor License Number _____

- Suspend license for the duration of the Special Event; Licensee selling all alcohol without retailer involvement.
- Dispense and serve all spirituous liquors under retailer's license – Business operates normally, minimum of 25% of gross revenue from alcohol sales will be donated to licensee.
- Dispense and serve all spirituous liquors under special event - The special event licensee is in charge of selling alcohol that was purchased or donated by the special event licensee. The retailers existing alcohol inventory must be kept separate from any alcohol used during the special event.
- Split premises between special event and licensed location - Both the special event licensee and the licensed location will conduct sales of alcohol. (These sales must be done in separate areas. If alcohol is donated or purchased by the special event licensee, it must be in a separate area from the alcohol that is dispensed by the licensed location.)
- Off Sale only - Wine/Distilled Spirits Pull, Live or Silent Auctions – Retailer will be permitted to conduct all normal sales and service of alcohol.

SECTION 3

Applicant MUST be a member of a qualifying nonprofit organization, political party, or Government entity and authorized by an Officer, Director, or Chairperson of the Organization.

- 1. Applicant: Lannon Daniel Joseph
Last First Middle
- 2. Applicant's mailing address: 2447 E 7th St Tempe AZ 85281
Street City State Zip
- 3. Applicants home/cell phone: 480266774 Non-profit organization phone: 4802660774
- 4. Applicant's email address: liquorlicense@aazlic.com
- 5. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes (if yes, attach letter of explanation) No
- 6. Name of non-profit organization: Good Oak LaCrosse
- 7. Non-Profit/IRS Tax Exempt Number: 84-3270740 Arizona Corporation Commission File #: _____
Required Required
- 8. If Out Of State, specify State (Attach letter of good standing): _____
- 9. Special Event Name: Lax4Life
- 10. Event Location Name: Copper Sky Park
- 11. Event Address: 44345 W Bowlin Rd Maricopa AZ 85138

SECTION 4

Must list type of security and control measures will you take to prevent violations of liquor laws at this event.

_____ Number of Police 1 _____ Number of Security Personnel Fencing Barriers

Must explain security measures: Id's checked and wristbands issued to 21+. Event space will be enclosed with orange construction barriers and snow fence.

- 1. How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors?
 Check one of the following boxes. (R-19-318)

On-site consumption Off-site (auction/wine/distilled spirits pull) Both

- 2. How many special event days have already been issued to this organization during the current year? 1

Licensed location diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense, or serve alcoholic beverages under the provisions of your license.

Must attach a diagram of your special event showing the area where alcohol will be sold, served, and consumed. Must include dimensions of event area, fencing, barricades, or other control measures, and positions of security personnel.



NO ALCOHOLIC BEVERAGES SHALL LEAVE A SPECIAL EVENT UNLESS THEY ARE IN SEALED CONTAINERS FOR AN AUCTION OR WINE/DISTILLED SPIRITS PULL, OR THE SPECIAL EVENT LICENSE IS STACKED WITH A WINE /CRAFT DISTILLERY FESTIVAL LICENSE.

SECTION 5

Dates and Hours of Event - Days must be consecutive and may not exceed 10 days per year.

DAYS	DATE	DAY OF WEEK	EVENT START TIME AM/PM	EVENT END TIME AM/PM
DAY 1	12/20/25	Saturday	11am	5pm
DAY 2				
DAY 3				
DAY 4				
DAY 5				
DAY 6				
DAY 7				
DAY 8				
DAY 9				
DAY 10				

SECTION 6

3. Is the Organization using the services of a DLLC approved Special Event Contractor from the list on our website?

Yes No If yes, please provide the Name of the Special Event Contractor: _____

Special Event Contractor Signature: _____

4. Is the organization using the services of a series 6, 7, 11, or 12 licensee to manage the sale or service of alcohol? (Licensees who hold a series 6, 7, 11, or 12 license are automatically qualified to be a special event contractor)

Yes No if yes, Name of Licensee: _____ Liquor License #: _____

1. List the name of the Organization/individual that will receive revenues:

MUST EQUAL 100 PERCENT, APPLYING NON-PROFIT MUST RECEIVE A MINIMUM OF 25% OF THE PROCEEDS.

2. Name: Good Oak LaCrosse Percentage: 100%

Address: 2447 E 7th St Tempe AZ 85281

Street City State Zip

Name: _____ Percentage: _____

Address: _____

Street City State Zip

Please read A.R.S. § 4-203.02 and R19-1-205 Special event license rules and Requirements.

Declaration:

I, (Print Name) Daniel Joseph Lannon, 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: Dan Lannon

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

OCT 23 2019

Date:

GOOD OAK LACROSSE
2447 E 7TH STREET
TEMPE, AZ 85281-0000

Employer Identification Number:
84-3270740
DLN:
26053688002869
Contact Person:
CUSTOMER SERVICE ID# 31954
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
May 31
Form 990-PF Required:
Yes
Effective Date of Exemption:
October 4, 2019
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

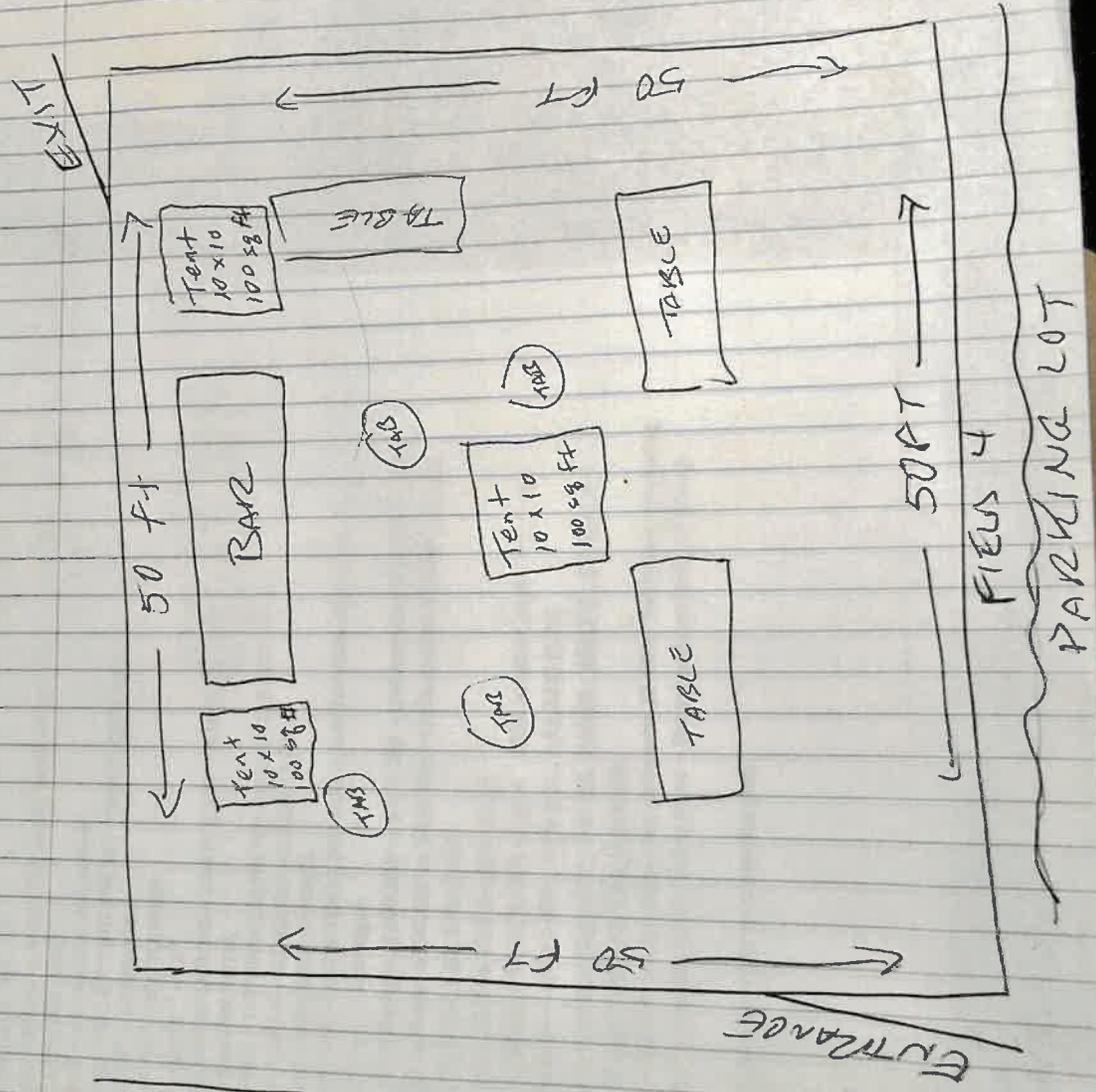
Letter 1076

BER

Play Ground

BATH ROOMS

DIS



* ALL CANOPY
Tents are
under 120
square feet



City of Maricopa

Text File

File Number: BIN 25-02

Agenda Date: 11/4/2025

Version: 1

Status: Approved

In Control: City Council Regular Meeting

File Type: Bingo License

Agenda Number: 7.6

TITLE

The Mayor and City Council shall discuss and take action on authorizing the City Clerk to forward an Endorsement by Local Governing Body to the Arizona Department of Revenue, Bingo Section, for issuance of a Bingo License, as requested by Michael Wheeler on behalf of Native Grill and Wings located at 21164 N. John Wayne Parkway, Maricopa, AZ 85139. Discussion and Action.

..AGENDA ITEM DESCRIPTION

Native Grill and Wings is requesting the City's approval for a Bingo License for the premises located at 21164 N. John Wayne Parkway.

Class "A" or Small Bingo Game Licenses are issued by the State and are designed for people who wish to play bingo primarily for recreational purposes.

Arizona Revised Statutes 5-404 (A) and (J) require bingo license applications to be submitted to local governing bodies. The local jurisdiction is required to make a recommendation to the licensing authority (Arizona Department of Revenue).

..PRESENTER

This item will be presented by Vanessa Bueras, City Clerk.

..STAFF RECOMMENDATION

Staff recommends that Council authorize the City Clerk to forward an Endorsement by Local Governing Body to the Arizona Department of Revenue, Bingo Section, for issuance of a Class "A" Bingo License.

Class C



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:

- Original** completed Application for Bingo License (Arizona Form 833).
- 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.
- Rental agreement if more than one licensee is using the same rented premises in which to hold bingo.
- 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.
- License fee payable to the Arizona Department of Revenue:

License Type	Fee
Class A	\$10.00
Class B	\$50.00
Class C	\$200.00

- 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

- 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.
- 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.
- Purchase agreement for real property (where applicable).
- Purchase agreement/bill of sale for bingo equipment and supplies.
- Original** local governing body endorsement.

- 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 Native Grill and Wings		
2a Mailing Address 21164 N John Wayne Parkway		
2b City Maricopa	State AZ	ZIP Code 85139
3a Administrative Office Location 21164 N John Wayne Parkway		
3b City Maricopa	State AZ	ZIP Code 85139
4a Name of Contact Person Michael Wheeler	4b Telephone No. (520) 568-6077	
4c E-mail Address maricopa@nativegrillandwings.com	4c Fax No.	

Falsification of information contained in this application constitutes a Class 6 felony.	
REVENUE USE ONLY. DO NOT MARK IN THIS AREA.	
88	
81 PM	80 RCVD

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 →

Applicant's Name (as shown on page 1)
MAGA Bingo LLC

APPLICATION FOR BINGO LICENSE

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 Michael Wheeler	10b Name
Title General Manager	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 Amber Miller	11b Name Jaylen Wheeler
Title Assistant Manager	Title PT Manager

12 List the name of the one person designated as proceeds coordinator. If applying as a qualified organization, this person must be an officer or director and a member of the applicant. Each person must submit an affidavit.

Name Michael Wheeler	Title General Manager
--------------------------------	---------------------------------

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
Title	Title

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:
21164 N John Wayne Parkway Maricopa AZ 85139

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
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.				
<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

Continued on page 3 →

Applicant's Name (as shown on page 1)

APPLICATION FOR BINGO LICENSE

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	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 →

Applicant's Name (as shown on page 1)

APPLICATION FOR BINGO LICENSE

19 Expected bingo expenses:

a Mortgage: \$ 0.00 per month

Payable to	Address – Number and Street, Rural Rt., Apt. No.
Telephone number (with area code)	City State ZIP Code

b Rent: \$ 0.00 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: \$ 0.00 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: \$ 0.00 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: \$ 0.00 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: \$ 250.00 per MONTH

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?

WHOLESALE BINGO SUPPLIES

Continued on page 5 →

Applicant's Name (as shown on page 1)

APPLICATION FOR BINGO LICENSE

I, MICHAEL WHEELER, 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.

M. Wheeler 10/13/25 General Manager
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.

<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved		<input type="checkbox"/> Class A License <input type="checkbox"/> Class B License <input type="checkbox"/> Class C License		
Reviewer's Name (please print)	Date	License Number	Effective Date	Expiration Date

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 MICHAEL WHEELER		License Number	
Position (check the appropriate boxes): <input checked="" type="checkbox"/> Manager <input type="checkbox"/> Supervisor <input type="checkbox"/> Proceed Coordinator <input type="checkbox"/> Assistant		REVENUE USE ONLY. DO NOT MARK IN THIS AREA. 88	
Affiant's Name MICHAEL WHEELER			
Social Security Number	Date of Birth 0 3 2 4 1 9 7 3	81 PM 80 RCVD	
Address 21164 N JOHN WAYME PARKWAY			
City MARICOPA	State AZ	ZIP Code 85139	
Home Phone No. (with area code) (480) 845-9481	Work Phone No. (with area code) (520) 568-6077		

If licensee is a qualified organization, complete the following section:

Member? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Date Joined Organization
Officers? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Officer Title
Do you have an affidavit on file for any other licensee? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "Yes", list license number(s):	

I, MICHAEL WHEELER, 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.



 Signature of Affiant

10/13/25

 Date

Please mail to:
Arizona Department of Revenue
1600 W Monroe Street, Division Code 22
Phoenix, AZ 85007

☎ (602) 716-7801

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
Native Grill and Wings

3 Location/Address where live bingo will be conducted: 21164 N JOHN WAYNE PLANY City MARICOPA State AZ ZIP Code 85139

4 Fill in the time on the days live bingo will be played:

SUN	MON	TUE	WED	THUR	FRI	SAT
<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.	<input type="checkbox"/> a.m.				
<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input checked="" type="checkbox"/> p.m.	<input type="checkbox"/> p.m.	<input type="checkbox"/> p.m.

5 Who is your live bingo supplier?
Wholesale Bingo Supplier

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



City of Maricopa

Text File

File Number: MIN 25-65

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Minutes

Agenda Number: 7.7

TITLE

Approval of Minutes from the October 7, 2025 City Council Special meeting, October 7, 2025 City Council Regular meeting and October 22, 2025 City Council Special meeting.

..PRESENTER

This item will be presented by Vanessa Bueras.



City of Maricopa

Meeting Minutes - Draft City Council Special Meeting

City Hall
39700 W. Civic Center
Plaza
Maricopa, AZ 85138
Ph: (520) 568-9098
Fx: (520) 568-9120
www.maricopa-az.gov

Mayor Nancy Smith
Vice-Mayor Henry Wade
Councilmember Eric Goettl
Councilmember AnnaMarie Knorr
Councilmember Amber Liermann
Councilmember Vincent Manfredi
Councilmember Bob Marsh

Tuesday, October 7, 2025

5:00 PM

Executive Conference Room

1. **Call to Order**

The meeting was called to order at 5:10 p.m.

2. **Roll Call**

Present, 7 - Mayor Smith, Vice Mayor Wade, Councilmember Goettl, Councilmember Knorr, Councilmember Liermann, Councilmember Manfredi, and Councilmember Marsh

3. **Agenda Items**

3.1 **SP 25-03**

The Mayor and City Council will meet with Legislative members representing District 16 to discuss key legislative issues.

Mayor Smith welcomed Representative Lopez and Representative Martinez, who later joined the meeting and thanked them for meeting with the council.

Representative Lopez provided updates on legislative successes like securing funding for fire, police, and veterans' services, while adding that the Boys and Girls Clubs would also see funding. Representative Lopez reported on employment opportunities that could come to the region through the potential construction of a natural gas pipeline from North Texas to Casa Grande and foreign companies looking for expansion in the region.

Representative Lopez reported on a bill that he co-sponsored with Representative Martinez that would allow local law enforcement agencies to keep money and revenues of firearms sold from seizures in drug arrests that occur in their jurisdiction.

Councilmember Liermann thanked Representative Lopez and Martinez for securing \$300,000 for mental health services in Pinal County. There was general discussion.

Councilmember Marsh shared his concerns about the upper basin states redirecting water from the Colorado River away from Arizona. Representative Lopez shared the ongoing concerns about the upper basin states' potential to divert water resources and assured that these efforts would remain a priority at the state level. There was general discussion.

Mayor Smith shared her concerns of the state stripping away authority from local planning and zoning commissions around the state. She offered a tour of the city to Representative Lopez to showcase the diverse housing options and proper land use that have come from sound decision making through the Planning and Zoning Commission. Representative Lopez agreed that authority should stay with local governing bodies and not be brought to the state level. There was general discussion.

City Manager Bitter reported on the city's infrastructure and capital improvement projects with Representative Lopez. There was general discussion.

Representative Martinez shared her appreciation for the teamwork council has shown her in assisting her push legislative matters at the senate. Mayor Smith reiterated her concerns to Representative Martinez regarding the state stripping away authority from local planning and zoning commissions. Representative Martinez also agreed with Representative Lopez's ideology of authority staying at a local governing level and not being brought to the state. There was general discussion.

Discussed

4. Adjournment

The meeting was adjourned at 6:05 p.m.



City of Maricopa

City Hall
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www.maricopa-az.gov

Meeting Minutes - Draft City Council Regular Meeting

Mayor Nancy Smith
Vice-Mayor Henry Wade
Councilmember Eric Goettl
Councilmember AnnaMarie Knorr
Councilmember Amber Liermann
Councilmember Vincent Manfredi
Councilmember Bob Marsh

Tuesday, October 7, 2025

6:00 PM

Council Chambers

1. Call to Order

Mayor Smith called the meeting to order at 6:10 p.m., which was followed by the invocation led by Pastor Grady from Maricopa Springs Family Church, and then the Pledge of Allegiance led by Councilmember Liermann.

2. Roll Call

Present: 7 - Mayor Nancy Smith, Vice Mayor Henry Wade, Councilmember Eric Goettl, Councilmember AnnaMarie Knorr, Councilmember Amber Liermann, Councilmember Vincent Manfredi and Councilmember Bob Marsh

3. Proclamations, Acknowledgements, Awards and Presentations

3.1 [PROC 25-09](#) Domestic Violence Awareness Month Proclamation

Mayor Smith read a proclamation declaring October 2025 as Domestic Violence Awareness Month in the City of Maricopa. She shared that Arizona ranks fourth in the nation for domestic violence, with 1 in 3 women and 1 in 4 men experiencing physical violence from someone they trust, and every 44 minutes a child in Arizona witness domestic violence in their home.

Councilmember Liermann shared statistics specific to Maricopa, stating that between February and May, the city had 10 shootings, 8 of which were related to domestic violence. She shared that there has been a 53% increase in restraining orders, averaging 6 per week. Councilmember Liermann thanked community resources including Hope Women's Center, Maricopa Police Department, and Doves Network Against Abuse for their efforts in serving those affected by domestic violence. She noted that the shelter was full that night, indicating the ongoing need for these services.

Jim DeVenezia, Victim Advocate, emphasized that domestic violence is widespread, affecting thousands in Arizona and millions nationwide. He stressed the importance of openly addressing domestic violence rather than hiding it and encouraged continued awareness and support beyond October.

Following the presentations, the Mayor announced a brief recess to view the lighting of the pecan tree in purple for Domestic Violence Awareness Month and invited attendees

to view artwork by domestic violence survivors displayed in the lobby.

Read

3.2 [PRES 25-19](#)

The City Council shall hear a legislative update from Representative Teresa Martinez and Representative Chris Lopez.

Representative Teresa Martinez shared their successful efforts to protect RICO funds from being diverted from law enforcement. She added that after learning that RICO funds had previously been taken to cover budget shortfalls, but she attempted to pass a bill prohibiting this practice. Representative Martinez mentioned that the bill was killed in committee, she managed to include language in the budget that permanently prevents the state from taking these funds from law enforcement agencies. She presented Police Chief Mark Goodman with documentation of this achievement. Lastly, Representative Martinez additionally highlighted \$300,000 secured for La Frontera for suicide prevention, mentioning the emotional impact a suicide incident had on her, and \$200,000 for the Boys and Girls Club at Sun Corridor.

Next, Representative Chris Lopez emphasized their team's achievements by securing crucial funding, including \$200,000 each for the Maricopa police and fire departments. He outlined the monetary success as a collaborative win for the community, paired with substantial financial contributions towards the significant State Route 347 improvements. He shared the need for legislative accountability and encouraged community members to engage and visit legislators at the Capitol. Representative Lopez also detailed his committee appointments, comprising key roles in Appropriations and Health and Human Services, and noted his significant position as vice chair of the Natural Resources, Energy, and Water committee, all of which contribute to addressing essential issues within the state.

The Presentation was heard.

4. Report from the Mayor

On September 18th, Councilmember Marsh reported attending a lunch and learn about dementia at the senior center. On September 22nd, he reported attending a meeting with the police union. He also reported attending the Planning and Zoning meeting regarding the Copper Sky hospital project. On September 23rd, Councilmember Marsh shared that he participated in the groundbreaking at Heritage Park. On September 25th, he shared that he was working with the Pinal County Board of Adjustments and Appeals in Florence. On October 2nd, Councilmember Marsh reported attending a meeting with historical society leadership. On October 3rd, he shared that he attended the Pinal Partnership breakfast meeting on water. Lastly, on October 6th, Councilmember Marsh reported that he attended the General Plan update meeting.

Councilmember Knorr reported attending the groundbreaking ceremony for Heritage Park, which she expressed excitement about due to the potential benefits and opportunities it would offer the residents. She also reported attending the Maricopa Unified School District community leaders luncheon, where she received a comprehensive update on the district's efforts and initiatives within Maricopa. She expressed admiration for the insightful presentations, particularly one featuring a local youth's achievements, which she found both touching and inspiring. Lastly, Councilmember Knorr shared that she participated in the Maricopa Unified School District Kindergarten through the 8th grade naming committee as they discussed potential names for a new school, expressing enthusiasm about the progress and upcoming decisions.

Councilmember Liermann wished the Navy a happy birthday, which will be on October 13th. She invited community participation in the Pinal County health needs survey. Councilmember Liermann announced a spooktacular wildlife event on October 30th. She shared her appreciation with city staff for their work during monsoon season and highlighted her participation with Councilmember Goettl in Operation Back on Track, a train derailment exercise. She added that the exercise included participation from Maricopa Police and Fire, the CERT program, Ak-Chin Police, Pinal County Coroner's Office, Amtrak staff, Chandler Fire Department, Pinal County Sheriff's Department, Exceptional Health, and AMR Ambulance Service.

Councilmember Goettl also shared on the emergency exercise that he attended with Councilmember Liermann, stressing the critical role of these preparedness activities in enhancing community safety and emergency response readiness. He reported on his insightful tour of the Phoenix Alarm Room, a pivotal hub coordinating 9-1-1 services across the Phoenix Valley, showcasing its integral role in regional safety infrastructure. Councilmember Goettl further shared his participation in the Maricopa Police Department's inaugural Business Watch meeting, highlighting it as a significant step towards fostering secure and vibrant local business environments through community collaboration and proactive policing efforts.

Mayor Smith shared her involvement in the recent Kids Day festival, which successfully attracted more than 3,000 children and their parents as it celebrated its 18th year. She expressed enthusiasm about the festival's growth and its positive impact on the community. Mayor Smith recounted her enlightening tour of the Phoenix Dispatch Center, where she observed firsthand the effectiveness of mutual aid in coordinating emergency responses across multiple jurisdictions, highlighting the importance of these collaborations in enhancing public safety. Furthermore, she attended the Maricopa Relay for Life Survivor Dinner, participating as a proud 9-year breast cancer survivor. She emphasized the significance of this annual event in supporting cancer survivors and fostering community resilience.

5. Report from the City Manager

City Manager Ben Bitter shared about a new initiative called Business Watch, modeled after Neighborhood Watch. He introduced Police Chief Mark Goodman to provide details.

Chief Goodman explained that the Business Watch program aims to engage local businesses in community policing efforts to create a vibrant, successful, and safe business environment. The first meeting was held at the library on September 24th with 8-10 businesses attending in person, while Councilmember Liermann's Facebook livestream reached over 1,000 participants. He reported that the department plans to engage businesses in different areas of the city, starting with the Fry's shopping center, then moving to the Bashas's side of John Wayne Parkway, and eventually to the Walmart area. Chief Goodman also noted the department's participation in Pink Patch Month to support breast cancer awareness.

6. Call to the Public

Kim Morris expressed concerns about rhetoric at a Turning Point Action event held in the city, stating that events in public spaces should reflect shared values of civility, safety, and community rather than promote intimidation or hostility. She requested the Council consider creating a unity commission to bring people together from all sides of

the political spectrum.

Kent O'Jon, speaking on behalf of the Black Maricopa Chamber of Commerce, expressed concerns about the same event, stating that while they respect free speech, they believe public platforms should not harm, exclude, or marginalize residents. He requested the Council create a community-informed process for reviewing speakers at city-supported venues and establish guidelines for responding when events raise concerns about racial or community harm.

Terry Yoshii spoke about the E. Coli incident, requesting an independent investigation and questioning who is responsible for public health and safety. He expressed concern that the water company may have used proactive measures that prevented an accurate assessment of the initial contamination.

Brad Follett addressed the Council regarding the E. Coli incident, asserting that Global Water did not adequately notify the public as required by federal regulations. He raised additional concerns about the lack of transparency concerning the specifics of the contamination. Next, Mr. Follett spoke on the pressing issues surrounding school crosswalks in Maricopa, emphasizing that many do not comply with established safety standards and require immediate attention to ensure the safety of children commuting to and from school.

Chrystal O'Jon expressed her concerns regarding a Turning Point event hosted in Maricopa. While she acknowledged the importance of freedom of speech, she emphasized the need for the city to take proactive steps to ensure that events held within its boundaries do not incite fear or promote division among the community members. Ms. O'Jon suggested that the city develop and implement protocols specifically designed to address and respond when events pose potential risks of causing harm or unrest within the community. She shared the significance of maintaining a welcoming and safe environment for all residents.

Teniecka Drake announced her upcoming book launch and community event summit on October 18th, inviting organizations providing services to survivors to participate so people can learn where to get help.

Torri Anderson announced that the 20th annual Seeds of Change Gala was sold out, shared the history of domestic violence awareness in Maricopa, and thanked the community for its support over the years.

7. Consent Agenda

Approval of the Consent Agenda

A motion was made by Councilmember Manfredi, seconded by Councilmember Marsh to Adopt the Consent Agenda. The motion carried unanimously.

- 7.1 [SUB25-11](#) The Mayor and City Council shall discuss and take action to approve Subdivision Case # SUB25-11, Moonlight Parcel A, a Re-Plat of Moonlight Parcel A, Fee No. 2023-070056. Discussion and Action.

This Subdivision was Approved.

- 7.2 [IGA 25-10](#) The Mayor and City Council shall discuss and take action to approve an

Intergovernmental Agreement (IGA) between the City of Maricopa and Pinal County for participation in the Pinal County Annual Safety Rodeo. Discussion and Action.

This Intergovernmental Agreement was Approved.

- 7.3 [SUB24-17](#) The Mayor and City Council shall discuss and take action to approve Subdivision Case # SUB24-17, Final Plat for "Final Plat - Replat of Lots 16A, 17, and 18 of Maricopa Power Center The Wells," a request for final plat approval to subdivide +/- 34.987 acres of land into six (6) Lots for a commercial subdivision. Discussion and Action.

This Subdivision was Approved.

- 7.4 [IGA 25-11](#) The Mayor and City Council shall discuss and take action on approving a first amendment to IGA 25-01 with the Town of Gilbert for Fire Service trainings for the cost increase from \$4,500 to \$5,000 for the Recruit Training Academy. Discussion and Action.

This Intergovernmental Agreement was Approved.

- 7.5 [SPEVLIQ 25-09](#) The Mayor and City Council shall discuss and take action on recommending approval to the Arizona Department of Liquor Licenses and Control for a Special Event Liquor License application submitted by Wendy Webb for approval of an event known as Thirsty Thirdsday on January 15, February 19, March 19, and April 16, 2026 to be held at 20942 N. Province Parkway, Maricopa, Arizona 85138. Discussion and Action.

This Special Event Liquor License was Approved.

- 7.6 [ORD 25-12](#) An Ordinance of the Mayor and City Council of the City of Maricopa, Arizona, amending Section 2.15.150(A) of the Maricopa City Code related to the established standing Budget and Finance Council Subcommittee and providing for severability and the effective date thereof. Discussion and Action.

This Ordinance was Approved.

- 7.7 [MIN 25-60](#) Approval of Minutes from the September 16, 2025 City Council Regular meeting. Discussion and Action.

These Minutes were Approved.

- 7.8 [CON 25-19](#) The Mayor and City Council shall discuss and take action to ratify a Coverage Settlement Agreement with Travelers Indemnity Company related to coverage for the Settlement Agreement previously approved with Estrella Gin Business Park, LLC. Discussion and Action.

This Contract was Approved.

- 7.9 [BIN 25-01](#) The Mayor and City Council shall discuss and take action on authorizing the City Clerk to forward an Endorsement by Local Governing Body to the Arizona Department of Revenue, Bingo Section, for issuance of a Change of Location Bingo License, as requested by the Maricopa Moose Lodge 2730 for location 19395 N. John Wayne Parkway, Maricopa, AZ 85139. Discussion and Action.

This Bingo License was Approved.

8. Regular Agenda and/or Public Hearings

8.1 **APP 25-06**

The Mayor and City Council shall discuss and take action on making an appointment to fill the vacancy on the Parks and Recreation Advisory Committee. Discussion and Action.

Councilmember Manfredi nominated Kenneth Longman to fill a vacancy on the Parks and Recreation Advisory Committee. He was impressed with Longman's history of community service as a retired firefighter and his enthusiasm for making the position one with significant time involvement.

A motion was made by Councilmember Knorr, seconded by Councilmember Liermann, that this Appointment be Appointed. The motion carried by a unanimous vote.

8.2 **ORD 25-11**

An Ordinance of the Mayor and City Council of the City of Maricopa, Arizona, approving and adopting an amendment to the City's Zoning Map to rezone approximately 9.33 acres of land generally located at the southeast corner of W. Bowlin Rd. and N. John Wayne Pkwy., within the City of Maricopa incorporated limits, on Pinal County Parcels 510-12-014D, and 510-12-014N, from D3 Planned Area Development (PAD) to Copper Sky Medical Campus Planned Area Development (PAD), as described in Zoning Case #PAD25-06. The parcels of land are located in a portion of Section 34, Township 4 South, Range 3 East, of the Gila and Salt River Base and Meridian, Pinal County, Arizona. Discussion and Action.

Derek Scheerer, Planner II, presented a request to rezone approximately 9.33 acres at the southeast corner of John Wayne Parkway and Bowlin Road from D3 Planned Area Development to Copper Sky Medical Campus Planned Area Development.

Mr. Scheerer reported that the proposal is for a smaller medical campus than a previous PAD that never came to fruition. He added that the new plan includes a hospital, either a 1-2 story 60,000 square foot or a 4-story 100,000 square foot facility with at least 25 licensed medical surgical inpatient beds, including 4 ICU-capable beds, an operating suite, 10 treatment bays, a helipad, and various imaging services. He added that the development also includes options for medical office buildings and support retail services.

Councilmember Marsh asked about a small parcel located at the corner of Bowlin Road and John Wayne Parkway. Mr. Scheerer provided clarification that this parcel is owned by a Homeowner's Association and, as such, it is not included in the current rezoning initiative. He added that despite this exclusion, the developer has shown interest in acquiring or utilizing this parcel.

Councilmember Knorr took a moment to thank the Planning and Zoning Commission for their meticulous and comprehensive review process. She asked Mr. Scheerer to clarify what would be the next steps upon approval from the council on the presented rezoning. Mr. Scheerer shared that this approval lays the groundwork for the subsequent process, which involves a development review permit as the next critical step in moving the project forward.

Councilmember Liermann sought confirmation regarding the details of the presentation, particularly focusing on the minimum requirements set forth for the new facility. Her confirmation spotlighted the flexibility within the proposed plans, indicating that while these are the baseline requirements, the actual facility might end up being significantly larger, with more extensive features than initially outlined.

Vice Mayor Wade asked about the helipad, which Mr. Scheerer confirmed would be

used to transport patients to higher-level trauma centers when needed.

A motion was made by Councilmember Goettl, seconded by Vice Mayor Wade, that this Ordinance be Approved. The motion carried by a unanimous vote.

8.3 **PRES 25-18**

The Mayor and Council shall hear a presentation from the Communications and Cultural Services Department on event activations and opportunities for community engagement during the Maricopa Stagecoach Days event, to be held from October 15-26, 2025.

Quinn Konold, Community Enrichment Director, provided an overview of the upcoming Stagecoach Days event, from October 15 to October 26, 2025, aimed to celebrate the city's incorporation and become an annual tradition. He said that the event will feature a variety of activities, including the Pecan Pride food competition showcasing local dishes and the Shuttershots photo competition highlighting the city. Mr. Quinn added that library activities include an art reception and a western-themed mini book sale. He shared that outdoor events such as movies at Copper Sky, a fishing derby with free fishing poles for participants, and a multi-generational game night at the Community Center will also be held. Mr. Quinn shared that the Historical Society would hold an event that offers a space for sharing local history. Lastly, Mr. Quinn added that there will be a three-day carnival at Pecana Park with rides, games, a neon cowboy color run, and unique experiences like goat kissing, alongside contests like cricket spitting and cow pie tossing. Mayor Smith urged resident participation, and Councilmember Liermann announced a domestic violence awareness booth at the event.

The Presentation was heard.

8.4 **RES 25-44**

A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, adopting a Partnership Strategy to set forth the approach for expanding services by establishing strategic partnerships with the City of Maricopa. Discussion and Action.

Quinn Konold, Community Enrichment Director, presented a comprehensive strategy focused on establishing strategic partnerships with private and nonprofit entities in three key areas: seniors, teens and preteens, and arts and culture. He outlined that this strategy aligns with the city's strategic priority to enhance the quality of life for all residents, aiming to explore and meet the needs of underserved groups by leveraging effective partnerships. Mr. Konold emphasized that the strategy was developed with significant input from the city's advisory committees. Between June and August 2025, these committees provided valuable feedback and suggestions for potential future expansion into other areas. He highlighted that while the initial focus is on the three identified areas, the strategy's flexibility allows for possible expansion to include other demographic groups in the future, should community needs arise.

Mr. Konold noted that the strategy is not intended to be exclusive or restrictive. He stressed the importance of efficiently using resources to ensure that investments are seen as essential enhancements rather than burdens on taxpayers. He further clarified that this approach is not a fixed policy, but a strategic effort aimed at achieving the city's goals of not only increasing service access for underserved groups but also enhancing overall community engagement in valuable programs and activities.

Priscilla Behnke from the nonprofit Be Awesome spoke about the language in the strategy. She argued that partnerships should not be required to achieve financial self-sustainability exclusively, pointing out that many programs, particularly those supporting teens and vulnerable groups such as seniors, are not inherently revenue-generating. Ms. Behnke shared that expecting these programs to inevitably move away from city support might inadvertently exclude high impact but non-profitable

initiatives.

Councilmember Marsh shared that the city should consider increasing discretionary fund allotments to support these programs more effectively, reinforcing the idea that city-backed partnerships play an essential role in meeting community needs.

Councilmember Goettl proposed an amendment to the strategy's language, specifically in section 2 number 5. He suggested changing the wording from "partnerships must demonstrate" to "partnerships are encouraged to demonstrate," to prevent the language from becoming a barrier. He added that this change was aimed at allowing flexibility for long-term partnerships to grow with potential city support, ensuring that the initial rigid requirements do not hinder the development of beneficial programs.

Vice Mayor Wade shared his appreciation for the strategy, recognizing it as a responsive measure to ongoing conversations held in previous council meetings. He shared the importance of being heard by the city's administration and expressed optimism about the positive outcomes these partnerships could bring to the community.

Councilmember Knorr reiterated the necessity of not prematurely cutting off programs from city support if they do not achieve self-sustainability within a specific time frame. She added that the importance of maintaining crucial services for the community and ensuring these remain available to residents over the long term, pointing out that some services might inherently require ongoing city involvement to thrive. Councilmember Knorr expressed her hope that this partnership strategy would continue to evolve and adapt to meet the community's changing needs.

A motion was made by Councilmember Goettl, seconded by Councilmember Knorr, that this Resolution be Approved as Amended. The motion carried by a unanimous vote.

8.5 **[IGA 25-12](#)**

The Mayor and City Council shall discuss and take action to approve an Intergovernmental Agreement (IGA) between the City of Maricopa and Pinal County for a financial contribution to the widening of the Pinal County portion of State Route 347. Discussion and Action.

City Manager Ben Bitter discussed an Intergovernmental Agreement between the City of Maricopa and Pinal County concerning the financial contribution towards the enhancements of State Route 347. He detailed that the city had formerly established an agreement with the Arizona Department of Transportation to contribute \$50 million as part of the local contribution. This amount included \$30 million sourced from the city and an additional \$20 million pledged by Pinal County. He shared that this current agreement is intended to formalize the mechanism by which Pinal County will fulfill its commitment to provide the \$20 million contribution to the City of Maricopa.

A motion was made by Councilmember Knorr, seconded by Councilmember Manfredi, that this Intergovernmental Agreement be Approved. The motion carried by a unanimous vote.

9. Executive Session

No executive session was held.

10. Adjournment

This meeting was Adjourned at 8:46 p.m.

Certification of Minutes

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the regular meeting of the City Council of Maricopa, Arizona, held on the 7th day of October, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this 21st day of October, 2025.

Vanessa Bueras
City Clerk



City of Maricopa

Meeting Minutes - Draft City Council Special Meeting

City Hall
39700 W. Civic Center
Plaza
Maricopa, AZ 85138
Ph: (520) 568-9098
Fx: (520) 568-9120
www.maricopa-az.gov

Mayor Nancy Smith
Vice-Mayor Henry Wade
Councilmember Eric Goettl
Councilmember AnnaMarie Knorr
Councilmember Amber Liermann
Councilmember Vincent Manfredi
Councilmember Bob Marsh

Wednesday, October 22, 2025

6:30 PM

Maricopa Library and Cultural Center
18160 N. Maya Angelou Drive

Joint Meeting with the Parks and Recreation Advisory Committee

1. **Call to Order**

The meeting was called to order at 6:34 p.m.

2. **Roll Call**

Present, 7 - Mayor Smith, Vice Mayor Wade, Councilmember Goettl, Councilmember Knorr, Councilmember Liermann, Councilmember Manfredi, and Councilmember Marsh

3. **Agenda Items**

3.1 **[SP 25-04](#)**

The Maricopa City Council and the Parks and Recreation Committee will hold a joint meeting, to hear a presentation from City staff regarding current and future park development opportunities.

City Manager Ben Bitter began by outlining the history of the property intended for the iconic park. The city acquired the land in 2008, and it currently hosts the library and city hall, with plans for the iconic park underway. He explained that the area has seen considerable development since 2008, with the creation of village centers and community gathering spots. He highlighted the three-year discussion on establishing an "iconic park" as part of a "destination economy," aimed at providing a community amenity that also supports small businesses and tourism.

Parks and Recreation Director Rocky Brown gave a comprehensive overview of Maricopa's park system. He detailed its progression from Pacana Park in 2006 to Copper Sky in 2014, and the recent first phase completion of Lakeview Park. Brown emphasized the parks' alignment with strategic priorities by offering outdoor recreation and encouraging tourism. He categorized the parks as neighborhood, community, district, and special use, illustrating how the existing parks serve diverse areas of the city. He also mentioned upcoming projects such as the opening of Heritage Park in December 2025, the Copper Sky Fieldhouse in July 2026, and the subsequent phase of Lakeview Park development. Brown stressed the need for updating the city's parks master plan since the last update was in 2008. The new Civic Center Park, envisioned as the iconic park would cover around 55 acres east of the current meeting venue.

Jeff Velasquez, Principal Landscape Architect with J2 Design, and John King, Principal Architect with Architekton, presented a comprehensive vision for the iconic park. Mr. Velasquez stated that the design begins with an iconic entrance featuring a canyon-style roadway, enhanced by climbing elements to evoke Arizona's scenic landscapes such as the Papago Buttes and Cathedral Rock. He added that at the heart of the project is a striking "cloud" structure, designed not only as an architectural centerpiece but also a functional play area that provides shade and tells the ecological narrative of water's importance in the desert. He continued by stating that the park's design includes a splash pad inspired by Arizona's red rock formations, offering a captivating play environment with interactive elements. He stated that an east-west axis serves as a versatile space for food trucks and community gatherings, complemented by a scale relief map of Arizona, complete with topography and QR codes linking to educational resources about the state's geographical landmarks. He added that this area also proposes sections for indigenous cultural tributes to appreciate and educate visitors about local history.

Next, Mr. King presented stating that sports courts are planned, including areas for pickleball and volleyball, supported by necessary facilities like shaded rest areas and restrooms. He added that an amphitheater is proposed to host concerts and events, emphasizing its multifunctionality for both small and large gatherings. He stated that a distinct feature is a 3.5-acre urban fishing lake, enhancing the recreational aspect of the park. He stated that the surrounding development accommodates retail spaces envisioned for coffee shops and restaurants fronting the lake, enhancing both visitor experience and economic activity. Lastly, Mr. King shared that the design includes adventurous components like zip lines, running through various sections of the park, and a ninja course mimicking the agility challenges of an American ninja course, meant to engage both locals and tourists in an immersive outdoor experience.

Mr. King expanded on the "cloud" concept, presenting it as a central iconic feature designed to provide shade, narrate the story of water, and function as infrastructure for playgrounds and events.

Councilmember Knorr expressed concerns regarding the potential costs and ongoing maintenance expenses associated with the proposed iconic park. She questioned the prudence of advancing the park plan, suggesting it might be premature to proceed without first completing a comprehensive parks needs assessment. Knorr emphasized the importance of understanding the city's current needs, future requirements, and community desires before making significant commitments. She raised apprehensions about how such a large-scale project might impact the city's budget and ongoing fiscal responsibilities, highlighting critical issues like potential homelessness around the park and public-private partnership dynamics. While acknowledging the park's exciting potential, Knorr reiterated her stance that a thorough needs assessment is essential to ensure any development aligns with the residents' priorities and the city's strategic goals.

Councilmember Liermann asked Mr. Bitter if this park was going to be built in different phases. Mr. Bitter stated that it's hard to know what may be feasible at this level. Councilmember Liermann added that she does not want the city to go into debt for this park and suggested doing it in budgeted phases. She proposed adding a rodeo to the future east side of the park. She expressed her enthusiasm for incorporating a rodeo to this park.

Mayor Smith stated that cost and priority is hugely important to her. She stated that she does not want to lose vision of what can be done in different phases. She added

that she wanted to make sure that everyone keeps in mind the economic benefit that this park will have as a tourist attraction. She concluded by stating that this project has to be about all of the elements and not just cost.

Parks and Recreation Advisory Committee Chair, Kevin McDill, expressed an understanding of the need for more sports fields in Maricopa, noting the city's substantial growth and the importance of accommodating various sports like soccer, football, and lacrosse. He also acknowledged the anticipated popularity of the features proposed in the iconic park vision, such as the splash pad, zip lines, and pump track, which align with community interests. Chair McDill shared that while the iconic park's concept looks promising and could potentially draw tourism, there's a crucial need to maintain balance. He emphasized that expanding sports fields should be a concurrent priority, noting that more fields would support both local resident usage and sporting events that could bring visitors to the city.

Mr. Bitter stated that the direction from City Council has been for this park to be iconic and serve a different purpose.

Councilmember Manfredi highlighted the significance of different funding streams for distinct priorities within the city. He articulated that the iconic park project should not be viewed in isolation or in competition with other essential city needs. Councilmember Manfredi emphasized that the city has separate allocations and methods, like development impact fees, to address a wide array of municipal requirements concurrently. Councilmember Manfredi stated that the focus should not only be on potential costs but also on how these projects align with the broader goals of urban growth and community benefit. He reassured that funds used for the iconic park, sports fields, public safety, and other infrastructure are not interchangeable but tailored for specific projects. Furthermore, he brought attention to the expanding population and infrastructure demands, underlying the importance of strategic planning to address future growth. Councilmember Manfredi urged an ongoing dialogue to clarify to residents that multiple civic improvements could be pursued simultaneously without compromising fiscal responsibility or prioritizing 1 area at the expense of others, highlighting a balanced approach to community development.

Councilmember Goettl supported the vision for the park but insisted that the planning for additional sports fields should occur concurrently. He highlighted the importance of integrating both initiatives, emphasizing the need for balance between recreational facilities and sports amenities. Councilmember Goettl expressed concern that while the iconic park offers exciting features that promise to attract tourism and enhance the quality of life for residents, addressing the community's needs for additional sports infrastructures such as soccer and football fields is equally critical. He suggested that the planning process should ensure sports fields are prioritized alongside the iconic park development, thereby accommodating the city's growing population and supporting various athletic activities.

Parks and Recreation Advisory Committee member, Devin Pitcher, shared his enthusiasm for the plan, stating his excitement about the potential for enjoying such a development without having to leave Maricopa. He noted that as someone who works from home and spends a significant amount of time within the city, the availability of a broader range of recreational offerings would be highly advantageous. Mr. Pitcher highlighted the interest in having more amenities that provide diverse experiences beyond sports fields, emphasizing a desire for elements like trails and walkable areas that cater to the general public. He acknowledged that while sports fields are essential, the iconic park concept presents an opportunity to cater to a variety of interests,

appealing to residents seeking non-sport activities.

Councilmember Knorr emphasized the importance of gaining financial clarity before making any final decisions on the park's development. She voiced strong reservations about moving forward without a thorough understanding of the project's potential fiscal impact. Councilmember Knorr expressed particular concern that proceeding with the park initiative could be premature without first conducting a detailed needs assessment. She argued that such an assessment is vital to align the project with the city's strategic priorities and ensure it meets both current and future demands. Councilmember Knorr shared the necessity of understanding community desires to make informed decisions regarding the development.

Vice-Mayor Wade stated that he too was concerned about the financial impact.

Councilmember Manfredi suggested evaluating different routes, such as public-private partnerships and leveraging development impact fees, to ease the fiscal load on the city's budget. He stressed understanding and integrating these approaches to prevent potential overspending and ensure sustainable development without compromising Maricopa's ongoing financial commitments.

Chair McDill expressed understanding of the excitement surrounding the iconic park's features, but reiterated the necessity for prudent financial strategies that would prevent operational costs from straining the city's long-term budget.

Councilmember Marsh stated that he would like to see things for the seniors like trees, benches and shaded areas. In addition, he stated that he would like to see charging stations for electric cars, performing stages, a scaled down version of the Sphere in Las Vegas.

Councilmember Goettl asked for a timeline and next steps. City Manager Bitter stated that staff is looking for some direction of a site plan and some of the amenities that they want to see in this park. Councilmember Goettl stated that he surveyed about 100 teens in the community and a lot of them indicated that they would like to see a zip line. He also suggested an olympic size pool. Mr. Bitter stated that staff will take the feedback and figure out if they can make it happen.

Parks and Recreation Advisory Committee member, Priscilla Behnke, asked about the purpose of the cloud feature was. There was general discussion of the purpose of the cloud to be used as large event venues. She asked what efforts are going to be made to include the community in the planning process. City Manager Bitter stated that this is a long time in the making and added that staff will gather community feedback from this meeting.

Parks and Recreation Advisory Committee member, Adam Leach, asked if the cloud could be LED.

Parks and Recreation Advisory Committee member, Kenneth Longman, stated that he surveyed some of his neighbors and one of them mentioned including an archery range.

Mayor Smith reminded the group that economic benefits should be weighed alongside costs when considering the project. She emphasized that while the cost of the iconic park is a crucial factor, it should not overshadow the potential economic development benefits the park could bring to the community, including increased tourism and

enhanced visibility for local businesses. The conversation also delved into public-private partnerships, with a focus on innovative funding opportunities that do not solely rely on public funds.

Parks and Recreation Director Rocky Brown highlighted his experience in orchestrating such partnerships in previous roles, suggesting that privately funded amenities could ease the city's financial burden. City Manager Ben Bitter introduced the idea of forming an entertainment district as a strategy to generate additional revenue streams, which could contribute to funding ongoing maintenance without leaning heavily on taxpayers. He added that in these types of districts, businesses within a specific radius contribute to the maintenance of these amenities. Methods for obtaining community feedback were discussed extensively, with council members and committee members alike stressing the importance of community engagement in finalizing the park's vision. Mayor Smith noted that the ongoing dialogue with residents, as well as their participation in surveys and meetings, would be crucial for aligning the park's features with public interest, allowing the community's voice to shape the project meaningfully.

By meeting's end, there was a general agreement to proceed with both the parks master plan and a site plan for the iconic park, ensuring both would be developed in tandem with considerable community input. The council stressed that progressing with these plans does not equate to a final project approval or budget commitment.

4. Adjournment

The meeting adjourned at 8:18 p.m.



City of Maricopa

Text File

File Number: CON 25-18

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Contract

Agenda Number: 7.8

TITLE

The Mayor and City Council shall discuss and take action to approve the Purchase and Sale Agreement with Outside the Box Marketing, Inc., an Arizona corporation, related to the sale of approximately 7.2 acres of the real property generally located South of Martin Luther King Jr. Blvd and East of N. John Wayne Pkwy, Maricopa, Pinal County, Arizona, Assessor Parcel Nos. 510-12-0600 and 510-12-0610 for \$2,240,000.00 and authorizing the City Manager to execute any future amendments to extend the Closing as he deems necessary and any closing documents related thereto. Discussion and Action.

..AGENDA ITEM DESCRIPTION

Sale of approximately 7.2 acres of the real property generally located South of Martin Luther King Jr. Blvd and East of N. John Wayne Pkwy, Maricopa, Pinal County, Arizona, Assessor Parcel Nos. 510-12-0600 and 510-12-0610 for \$2,240,000.00. This City-owned property (property included as part of Proposition 428) was appraised on May 21, 2025, and offered through the invitation for bid (IFB 25OEO6122025) process and through public notice as required by A.R.S. §41-2533 and §39-204. Further, this excess property was sold as part of an effort by the City to provide recreational, family entertainment, retail, job creation, commercial space that compliments Copper Sky and adjacent developments.

..PRESENTER

This item will be presented by Josh Bowman, Chief Strategy Officer.

..STAFF RECOMMENDATION

Staff recommends the approval of the Purchase and Sale Agreement and Escrow Instructions with Outside the Box Marketing, Inc..

**PURCHASE AND SALE AGREEMENT
AND
ESCROW INSTRUCTIONS**

This Purchase and Sale Agreement and Escrow Instructions (“Agreement”) is entered into effective as of October 21, 2025, by and between the City of Maricopa, an Arizona municipal corporation (“Seller” or “City”) and Outside the Box Marketing, Inc., an Arizona corporation, or nominee (“Buyer”), (individually a “Party” and collectively the “Parties”), on the following terms and conditions contained herein.

RECITALS

WHEREAS, the City is the owner of approximately 7.2 acres of real property generally located South of Martin Luther King Jr. Blvd and East of N. John Wayne Pkwy; and

WHEREAS, in compliance with A.R.S. §9-402, an invitation for bids for the purchase of the Property was published and Buyer was the successful bidder; and

WHEREAS, the Seller and Buyer enter into this Agreement to set forth the rights and obligations of Buyer and Seller with respect to the purchase and sale of the Property.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual promises and covenants set forth herein, and for other consideration, the receipt and adequacy of which is hereby acknowledge, the City and Buyer agree as follows:

1. Sale and Purchase. On the terms and conditions contained in this Agreement, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller approximately 7.2 acres of the real property generally located South of Martin Luther King Jr. Blvd and East of N. John Wayne Pkwy, in Maricopa, Pinal County, Arizona, Assessor Parcel Numbers 510-12-0600 and 510-12-0610, and legally described and depicted on Exhibit A, together with all of Seller’s rights, title and interest in and to any improvements located thereon; (a) all appurtenances, hereditaments, easements, rights-of-way, reversions, remainders, development rights, well rights, water rights and air rights; (b) all oil, gas, and mineral rights not previously reserved; and (c) any other rights or privileges appurtenant to such real property (collectively, the “Property”).

2. Escrow and Title Company. The Seller and Buyer shall open an escrow (“Escrow”) with First American Title Insurance Company, 442 W. Kortsen Road, Suite 101, Casa Grande, Arizona 85122, Attn: LaTisha Sopha (“Title Company”) to facilitate the consummation of the sale of the Property. This Agreement shall also serve as escrow instructions to Title Company. The Seller and Buyer shall provide additional instructions reasonably requested by Title Company in connection with opening the Escrow or otherwise facilitating the consummation of the sale of the Property, not inconsistent with the terms of this Agreement. In the event of any conflict or inconsistency between any additional Escrow Instructions requested by Title Company and this Agreement, the provisions of this Agreement shall prevail.

3. Purchase Price; Earnest Money.

3.01 Purchase Price. The purchase price ("Purchase Price") to be paid by Buyer for the Property shall be Two Million Two Hundred Forty Thousand and 00/100 Dollars (\$2,240,000.00), to be paid in cash or certified funds as follows:

(a) Payment of Fifty Thousand and 00/100 Dollars (\$50,000.00) Earnest Money as set forth in Section 3.02.

(b) Payment of the remainder of the Purchase Price at Closing ("Closing Payment").

3.02 Earnest Money. On the Opening of Escrow (as defined in Section 4.01), Buyer shall deposit with the Title Company the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Initial Earnest Money Deposit"), which shall become non-refundable one hundred and eighty (180) days after the Opening of Escrow. At the conclusion of the Feasibility Period, Buyer shall deposit with the Title Company the amount of Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) ("Second Earnest Money Deposit"). The Initial Earnest Money Deposit and Second Earnest Money Deposit shall be jointly referred to herein as the "Earnest Money."

If the transaction contemplated hereby is consummated in accordance with the terms and provisions hereof, the Earnest Money shall be credited toward the Purchase Price at Closing. If the transaction is not so consummated, the Earnest Money shall be held and delivered by the Title Company as hereinafter provided.

4. Escrow Opening and Closing.

4.01 Opening of Escrow. The Title Company shall sign and date this Agreement on the space provided at the end of this Agreement, indicating that Escrow has been opened as of such date ("Opening of Escrow"), which date shall be the date at which Title Company is in possession of a fully executed Agreement and the Initial Earnest Money Deposit. The Title Company shall provide a copy of the fully executed Agreement to the Seller and Buyer within five (5) business days of the Opening of Escrow.

4.02 Closing. Subject to the Conditions Precedent set forth in Section 7, the closing of this transaction and escrow (the "Closing" or "Close of Escrow") shall occur within thirty (30) days after the expiration of the Financing Contingency Period (as defined in Section 6.02(b)), unless otherwise agreed to in writing by both Parties.

5. Title

5.01 Status of Title. Within five (5) days after Opening of Escrow, or as soon thereafter as possible, Title Company shall provide Buyer and Seller with a current commitment for title insurance (the "Title Commitment") for the Property, disclosing all matters of record and other matters of which Title Company has knowledge which relate to the title to the Property, and a legible copy of each of the instruments and documents referred to in the Title Commitment. The Title Commitment shall include Title Company's requirements for Closing and issuing its title policy. Seller shall satisfy those requirements of Seller requiring a release of consensual monetary encumbrances on or before the Closing. Buyer shall have ten (10) days after receipt of the Title Commitment and copies of all instruments and documents referred to in the Title Commitment, or five (5) business days after the receipt of any amendment thereto and copies of all instruments and documents referred to therein, to object in writing to Seller to any matter shown thereon. If

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Buyer fails to object within said period, the condition of title to the Property shall be deemed approved. If Buyer timely objects to any matter disclosed by the Title Commitment or any amendment thereto, the Seller may, but is not obligated, to use reasonable efforts to cure such objection(s) (although in no event shall the Seller be required to expend funds) within fifteen (15) days thereafter. If, within such 15-day period, the Seller is unsuccessful or responds that it is unwilling to cure Buyer's objection(s), Buyer shall have five (5) business days following notice from the Seller of its inability or unwillingness to cure in which Buyer shall elect by delivering written notice to the Seller and Title Company either to (a) waive its objection(s); or (b) terminate this Agreement. If Buyer elects to terminate this Agreement, Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those obligations that survive the termination of this Agreement or the Close of Escrow as provided in this Agreement. Failure by Buyer to make a timely election shall constitute an election to terminate this Agreement. Failure by the Seller to give any notice shall constitute the Seller's election not to cure. Notwithstanding anything else stated herein, in all events, regardless of whether Buyer has given notice of objection as stated above, the Seller shall be obligated to satisfy and otherwise remove all monetary and financial liens and encumbrances in existence at the time of execution of this Agreement or incurred by the Seller on or before Closing hereunder (other than current taxes not yet due). Any title exceptions which have not been objected to or waived by Buyer shall be called "Permitted Title Exceptions."

5.02 Title Policy. At Closing, Title Company shall furnish to Buyer an ALTA extended coverage owner's policy of title insurance in the amount of the Purchase Price for the Property insuring Buyer's title to the Property, subject only to the usual printed exceptions contained in such title insurance policies and those matters approved by Buyer pursuant to Section 5.01. The Seller shall pay the premium for a standard coverage owner's policy and Buyer shall pay the difference in premium cost between an ALTA extended coverage and a standard owner's policy and the cost of any endorsements requested by Buyer.

5.03 Survey. The Parties agree to use the Master Plat of Copper Sky Commercial Park, Parcel 1 through 3, completed by Flahart Brothers Companies, Inc. and recorded on February 1, 2021 at Fee No. 2021-012378, Records of Pinal County, Arizona.

6. Preliminary Due Diligence; Examination of Property.

6.01 Preliminary Due Diligence. Within five (5) days after the Opening of Escrow, or as soon thereafter as possible, Seller shall provide to Buyer the following information (the "Property Information"), to the extent the Property Information is in the Seller's possession or control: an ALTA survey including existing cross-access easements, drainage easements, ditch easements and/or utility easements/agreements, title report, flood zone status/Elevation Certificate, proof of legal access, septic system reports and permits, well documentation and water rights, Phase 1 report or any other environmental studies or approvals related to current or past operations on the Property of which the Seller has knowledge, soil and archeological studies, tax information, Seller's Property Disclosure Statement, list of mechanical equipment or other ancillary assets that will stay with the Property, Seller's corporate information and other information Seller may have in its possession concerning the Property ("Preliminary Items of Due Diligence").

The Seller makes no representation or warranty whatsoever regarding the Property Information, except that the Seller has no actual knowledge of any incorrect information

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contained therein (and such representation is made without investigation or review by the Seller of the Property Information). The Seller nor any of its respective officers, directors, employees, attorneys, engineers, agents or representatives shall be deemed to make or have made any representation or warranty as to the adequacy, validity, accuracy, fitness for a particular purpose or completeness of the Property Information, and neither Seller nor any of its officers, directors, employees, attorneys, engineers, agents or representatives shall have any liability resulting from the use of or reliance on the Property Information. If this transaction does not close for any reason, Buyer shall not use any Property Information provided to Buyer and shall return the same and any copies thereof to the Seller. Notwithstanding anything contained herein to the contrary, failure of Seller to timely deliver such documentation shall not be deemed a default by Seller and Buyer's sole remedy shall be within ten (10) days after Seller's failure to deliver documents within the aforementioned five (5) day period shall be to terminate this Escrow or waive such obligations in writing.

Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey the Property to Buyer and Buyer shall accept the Property "**AS IS, WHERE IS, WITH ALL FAULTS,**" except to the extent expressly provided otherwise in this Agreement or any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement or any document executed by Seller and delivered to Buyer at Closing, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, the Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer's consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to the expiration of the Feasibility Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence of curative action to be taken with respect to any Hazardous Materials on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

6.02 Examination of Property.

(a) Upon making prior arrangements with the Seller, Buyer, its agents or employees may enter upon the Property for the purposes of inspecting the Property, conducting

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environmental, soil, engineering, structural and other tests as Buyer may deem necessary. Buyer shall restore the affected portion of the Property to its condition prior to the performance of such studies or inspections. Buyer agrees to indemnify, defend and hold the Seller harmless for, from and against any liability and/or damages caused by Buyer in exercising the foregoing license (unless arising from Seller's gross negligence or willful misconduct), including, but not limited to any and all costs, expenses and attorneys' fees, through all mediation, arbitration, trial and appellate proceedings, and agrees that this obligation to indemnify shall survive any termination of this Agreement and the Close of Escrow. All expenses incurred in connection with the exercise of such license by Buyer shall be the responsibility of Buyer.

(b) Notwithstanding any provisions herein to the contrary, Buyer may terminate this Agreement, for any reason, by delivering written notice of such termination to the Seller and Title Company on or before the one hundred and eightieth (180th) day following the Opening of Escrow. The period between the Opening of Escrow and the last date on which Buyer may terminate this Agreement in accordance with the provisions of this Section 6.02(b) is herein called feasibility period ("Feasibility Period"). If Buyer elects to terminate this Agreement pursuant to this Section 6.02(b), the Title Company shall deliver the Earnest Money to Buyer without further notice to or from the Seller and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement, or the Close of Escrow as provided in this Agreement. Buyer shall have a period of one hundred and eighty (180) days following the expiration of the Feasibility Period to obtain financing for the project (the "Financing Contingency Period"). If Buyer elects to terminate this Agreement during the Financing Contingency Period, the Title Company shall deliver the Earnest Money to Seller without further notice to or from the Buyer and neither party shall thereafter have any further rights or obligations hereunder except for those rights and obligations that survive termination of this Agreement, or the Close of Escrow as provided in this Agreement.

7. Conditions Precedent to Closing. Prior to Closing, the following conditions must be satisfied (the "Conditions Precedent"): (a) Seller must own the Property free and clear, (b) Title Company shall have irrevocably committed to issue the Title Policy acceptable to Buyer, and (c) any action necessary to convey the portion of Property that is currently right-of-way shall be complete. If the Conditions Precedent are not satisfied or waived by Buyer, in writing, within thirty (30) days of the Close of Escrow, this Agreement shall immediately terminate, and the Earnest Money shall be returned to Buyer unless otherwise agreed to in writing by both parties. Seller agrees to provide reasonable cooperation to Buyer in order to satisfy the Conditions Precedent.

8. Representations and Warranties.

8.01 Seller's Representations and Warranties. The Seller makes the following representations and warranties, all of which shall be true and correct at the Closing and which shall survive Closing:

(a) To the Seller's actual knowledge, and except as reflected in the Title Documents, there are no claims, actions, suits, or other proceedings pending or threatened by any governmental department or agency or any other corporation, partnership, entity or person whomsoever, nor any voluntary actions or proceedings contemplated by the Seller, which in any manner or to any extent may detrimentally affect Buyer's right, title or interest in and to the Property, or the Seller's ability to perform the Seller's obligations under this Agreement.

As used in this Agreement, "To the Seller's actual knowledge" shall mean the actual present or reasonably assumed to have present knowledge of the current City Manager of the City at the time of signing this Agreement.

(b) The Seller has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individuals executing this Agreement and all documents delivered pursuant to this Agreement on behalf of the Seller are authorized to do so.

(c) To the Seller's actual knowledge, and except as reflected in the Title Documents, there are no agreements, commitments or understandings by or between the Seller and any third party pursuant to which the Seller or its successors in interest are required to convey, dedicate, sell or transfer any part of the Property or to grant any easement, water right, right-of-way, road or license in respect to any part of the Property.

(d) To the Seller's actual knowledge, the Seller has not received any notices and the Seller is not otherwise aware that the Property was not or is not in compliance with all federal, state of Arizona and local laws, ordinances and regulations relating to environmental protection, occupational health and safety, public health and safety or public nuisance or menace (collectively "Environmental Laws"). To the Seller's actual knowledge there has been no production, storage, transport, release, spillage or disposal upon the Property of any hazardous substances, hazardous waste, hazardous materials, toxic substances, contaminants, or any other substances declared to be hazardous or toxic under any Environmental Laws.

(e) To the Seller's actual knowledge, there is no pending or threatened condemnation or similar proceedings affecting the Property or any part thereof and the Seller has no knowledge that any such proceeding is presently contemplated.

(f) This Agreement and all documents required hereby to be executed by the Seller are and shall be valid, legally binding obligations of, and enforceable against the Seller, in accordance with their terms.

(g) There are no persons in possession or occupancy of the Property or any part thereof, nor are there any persons who have possessory rights in respect to the Property or any part thereof.

(h) Except as otherwise expressly set forth in this Agreement and the Deed, neither the Seller nor its officers, employees, agents, representatives, attorneys or contractors (collectively "Seller's Parties") have made any representations, guaranties, promises, assurances or warranties, express or implied, to Buyer including, without limitation, any pertaining to the suitability of the Property for any purpose, the profitability of owning or operating the Property, the physical or environmental condition thereof, the suitability, habitability or merchantability or fitness of the Property for Buyer's intended use or for any use whatsoever, the rentals, income or expenses thereof, the net or gross acreage contained therein, the zoning thereof, the condition of title thereto, the existence or satisfaction of any local, state or federal approvals or permits for the development or use thereof, the availability or existence of water, sewer or other utilities, the existence or nonexistence of any hazardous substances or materials in, on or under the Property, or as to any past, present or future matter whatsoever. The Seller acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in the condition described in Section 6.01. Buyer acknowledges that it will

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have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and the Property and adjacent areas as Buyer deems necessary. Buyer hereby forever releases and discharges Seller from all responsibility and liability, including without limitation, liabilities and responsibilities for matters relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date, under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended (“**CERCLA**”), regarding the condition, valuation, salability, rentability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Buyer further hereby waives (and by Closing this transaction will be deemed to have waived) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property, including, without limitation, the landlord’s obligations under the Leases relating to the physical, environmental or legal compliance status of the Property, whether arising before or after the Effective Date. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation. For purposes hereof, “**Hazardous Materials**” means “Hazardous Material,” “Hazardous Substance,” “Pollutant or Contaminant,” and “Petroleum” and “Natural Gas Liquids,” as those terms are defined or used in Section 101 of CERCLA, and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

(i) To Seller’s actual knowledge, there have been no changes to the Master Plat of Copper Sky Commercial Park, Parcel 1 through 3, completed by Flahart Brothers Companies, Inc. and recorded on February 1, 2021 at Fee No. 2021-012378, Records of Pinal County, Arizona.

8.02 Buyer’s Representations and Warranties. Buyer represents and warrants to the Seller:

(a) Buyer has the full power and authority to enter into and perform this Agreement according to the terms hereof and the individual executing this Agreement on behalf of Buyer is authorized to do so.

(b) This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of, and enforceable against Buyer, in accordance with their terms.

(c) Buyer acknowledges and agrees that with the aid of independent expert advice it will have had an opportunity to satisfy, prior to the expiration of the Feasibility Period, itself regarding the condition of the Property, and that the Property will be purchased "**AS IS AND WITH ALL FAULTS**". The Buyer acknowledges and agrees that this disclaimer has been specifically negotiated and that the Property will be sold in its then-present condition.

9. Remedies.

9.01 Seller's Remedies. In the event Buyer fails to perform its obligations pursuant to this Agreement for any reason except due to the Seller's default or failure to perform its obligations hereunder, the Seller shall be entitled as its sole remedy to terminate this Agreement and Title Company shall deliver to the Seller the Earnest Money as liquidated damages and not as penalty, in full satisfaction of claims against Buyer hereunder. The Seller and Buyer agree that the Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the amount of the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of said damages to be certain. Nothing in this Section shall limit the Seller's right to recover reasonable attorneys' fees under Section 9.03 below nor shall anything in this Paragraph adversely affect Seller's indemnification rights set forth herein.

9.02 Buyer's Remedies. If the Seller (1) fails to perform any of its obligations under this Agreement prior to the Closing for any reason other than the default of Buyer or the termination of this Agreement (and such failure continues for a period of ten (10) days following written notice to the Seller), or (2) breaches a representation or warranty, then the Seller shall be in default under this Agreement and, as Buyer's sole and exclusive remedy, Buyer may elect to: (i) waive the default and proceed to close this transaction and the Escrow; or (ii) pursue specific performance of this Agreement; or (iii) terminate this Agreement and receive the Earnest Money from the Title Company; provided, however, if specific performance is unavailable because of the affirmative or intentional acts or omissions of the Seller, Buyer may bring suit for damages as a result of the Seller's default hereunder. As a condition precedent to Buyer's right to pursue specific performance under section (ii) above, Buyer shall (a) not be in default under this Agreement; and (b) file suit therefore in the Superior Court of Arizona in Pinal County, Arizona on or before 5:00 pm MST on or before the date that is sixty (60) days immediately following the scheduled Closing Date. Nothing in this Section shall limit Buyer's right to recover reasonable attorneys' fees under Section 9.03 below nor shall anything in this Paragraph adversely affect Buyer's indemnification rights set forth herein.

9.03 Attorneys' Fees. In the event either Party hereto is required to employ an attorney because of the other Party's default, then the defaulting Party shall pay the non-defaulting Party's reasonable attorneys' fees incurred in the enforcement of this Agreement.

9.04 Waiver. Seller and Buyer waive the right to pursue consequential or punitive damages against the other.

10. Conditions Precedent to the Seller's Obligations. The obligations of the Seller under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by the Seller:

(a) All representations and warranties made by Buyer in this Agreement and in any written statements delivered to the Seller by Buyer under this Agreement shall be true and

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correct as of the Closing.

(b) Buyer shall have performed and complied with all obligations of Buyer required by this Agreement to be performed or complied with by Buyer on or prior to the Closing.

(c) All documents required to be delivered by Buyer on or prior to the Closing shall have been properly executed by Buyer and delivered to Escrow Agent or the Seller in form and substance reasonably satisfactory to Seller.

11. Conditions Precedent to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction, on or prior to the Closing, of the following conditions, all or any of which may be waived in writing by Buyer:

(a) All representations and warranties made by the Seller in this Agreement and in any written statement delivered to Buyer by the Seller under this Agreement shall be true and correct as of the Closing.

(b) The Seller shall have performed and complied with all its respective obligations required by this Agreement to be performed or complied with by it on or prior to the Closing.

(c) All documents required to be delivered by the Seller on or prior to the Closing shall have been properly executed by the Seller and delivered to Escrow Agent or Buyer in form and substance reasonably satisfactory to Buyer.

(d) Title Company shall have irrevocably committed to issue the Title Policy.

12. Closing.

12.01 Closing Matters.

(a) At Closing, the Seller shall execute, deliver and acknowledge the following documents:

(i) A special warranty deed ("Deed") conveying the Property, subject only to ad valorem taxes for the year of closing and applicable Permitted Title Exceptions;

(ii) An affidavit, signed and acknowledged by the Seller under penalties of perjury, certifying that the Seller is not a nonresident alien, foreign corporation, foreign partnership, foreign trust, foreign estate, or other foreign person within the meaning of Section 1445 and Section 7701 of the Internal Revenue Code of 1986 and the associated Treasury Regulations;

(iii) An affidavit of property value as required by law; and

(iv) Such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for the Buyer.

(b) At Closing, Buyer shall:

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- (i) Deliver the Closing Payment to Title Company;
 - (ii) Execute and deliver an affidavit of property value as required by law; and
 - (iii) Execute and deliver such other documents as are reasonably necessary to close and consummate the purchase and sale transaction contemplated by this Agreement and as may be required by the lender for Buyer or the Title Company.
- (c) Title Company shall transfer the Closing Payment to the Seller by wire transfer upon the Close of Escrow.
- (d) Possession of the Property shall be delivered to Buyer at Closing.

12.02 Taxes. At Closing, all taxes (real and personal), fees and assessments, if applicable, shall be prorated as of the date of the Closing in accordance with the prorations customarily used for commercial properties in the area of the Property.

12.03 Closing Costs. Escrow fees charged by Title Company shall be paid one-half (1/2) by the Seller and one-half (1/2) by Buyer. The Seller shall pay the premium chargeable for a Standard's Owners Policy of Title Insurance and if Buyer desires to have ALTA Extended Coverage, then Buyer shall pay the incremental portion of the premium applicable to the extended coverage. The Seller shall pay the fee for recording the Deed. Except as otherwise provided in Section 9.03, each party shall be responsible for the payment of its own attorneys' fees incurred in connection with the transaction, which is the subject of this Agreement.

12.04 Commissions. Neither Seller nor Buyer have retained or engaged a real estate broker, commission agent or any other person who is or may be entitled to payment of a commission or finder's fee or other compensation in connection with the transaction contemplated by this Agreement. Seller and Buyer shall indemnify, hold harmless and defend the other, its successors and assigns for, from and against any and all claims, demands, actions, costs and expenses, including reasonable attorney and accounting fees and court costs arising out of any claim by any real estate broker or other person claiming through the indemnifying party that such person is entitled to any commission or fee in connection with this transaction. The provisions of this Section 12.04 shall survive the Closing.

13. Condemnation and Risk of Loss.

13.01 Condemnation. If, prior to Closing, any governmental authority, other than Seller, or other entity having condemnation authority shall institute an eminent domain proceeding or take any steps preliminary thereto (including the giving of any direct or indirect notice of intent to institute such proceedings) with regard to the Property, and the same is not dismissed on or before ten (10) days prior to Closing, Buyer shall be entitled either to terminate this Agreement upon written notice to Seller or to waive such right of termination and receive all such condemnation proceeds. In the event Buyer elects to terminate this Agreement under this Section 13.01, the Title Company shall forthwith return to Buyer the Earnest Money and neither party to this Agreement shall thereafter have any further rights or obligations hereunder except for those

rights and obligations that survive termination of this Agreement, or the Close of Escrow as provided in this Agreement.

13.02 Risk of Loss. The risk of loss or damage to the Property and all liability to third persons until the Close of Escrow shall be borne by the Seller. Buyer shall assume all risks of loss or damage to the Property and all liability to third persons upon the Close of Escrow.

14. *[Intentionally Omitted]*

15. Miscellaneous.

15.01 Notices. Any and all notices, demands or requests required or permitted hereunder shall be in writing and shall be effective upon personal delivery or facsimile transmission (facsimile transmission must include verification of transmission) or one (1) business day after being deposited with any commercial air courier or express service providing next day delivery, addressed as follows:

To the Seller: City of Maricopa
Attn: Benjamin Bitter, City Manager
39700 West Civic Center Plaza
Maricopa, Arizona 85138
Email: benjamin.bitter@maricopa-az.gov

With copy to: Denis M. Fitzgibbons, City Attorney
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: denis@fitzgibbonslaw.com

Tina L. Vannucci
Fitzgibbons Law Offices, P.L.C.
1115 E. Cottonwood Lane, Suite 150
P.O. Box 11208
Casa Grande, Arizona 85130-0148
Email: tina@fitzgibbonslaw.com

To Buyer: Outside the Box Marketing, Inc.
Attn: Scott Bartle
9624 E. Clinton St.
Scottsdale, AZ 85260
Email: Scott@Market247365.com

Escrow Agent: LaTisha Sopha
First American Title Insurance Company
442 W. Kortsen Rd., Suite 101
Casa Grande, Arizona 85122
Fax No.: 520.426.4699
Email: tsopha@firstam.com

Buyer, the Seller or Escrow Agent may change its address for notice by giving notice in the manner provided above. The inability to deliver because of a changed address of which no notice was given, or rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any telephone numbers or e-mail addresses provided in this Agreement are for aiding informal communications only, and notices shall not be effective if provided orally or if sent only by e-mail.

15.02 Time of the Essence; Date of Performance. Time is of the essence of this Agreement, and Buyer and the Seller hereby agree to perform each and every obligation hereunder in a prompt and timely manner; provided, however, that if the date for the performance of any action or the giving of any notice which is required hereunder, occurs on a Saturday, Sunday or legal holiday, the date for performance or giving of notice shall be the next succeeding business day.

15.03 Severability. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited hereunder, such provision shall be ineffective to the extent of such prohibition or invalidation which shall not invalidate the remainder of such provision or the remaining provisions of this Agreement.

15.04 Waiver. The waiver by either Party hereto of any right granted to it hereunder shall not be deemed to be a waiver of any other right granted herein, nor shall same be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

15.05 Entire Agreement. This Agreement, contains the entire agreement of the Parties hereto with respect to the matters covered hereby, supersedes all prior agreements, arrangements and understandings between the Parties and no other agreement, statement or promise made by either Party hereto that is not contained herein shall be binding or valid. All exhibits to this Agreement are by this reference incorporated herein.

15.06 Amendments. This Agreement may be amended only by written document signed by each of the Parties hereto.

15.07 Further Performance. Each Party shall, whenever and as often as it shall be requested by the other Party, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such further instruments and documents, including supplemental escrow instructions, as may be reasonably necessary in order to complete the sale, conveyance and transfer herein provided and to do any and all things as may be requested in order to carry out the intent and purpose of this Agreement.

15.08 Counterparts. This Agreement may be executed simultaneously or in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. The Agreement may be signed with hand-written signatures or by electronic signatures using DocuSign or other similar technology. A Party's signature on this Agreement or any amendment hereto may be provided by facsimile or electronically scanned and shall be effective upon transmission to the other Party hereto.

15.09 Binding Effect. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, devisees, personal and legal representatives, successors and assigns.

15.10 Governing Law; Venue. This Agreement shall be construed and interpreted under and governed and enforced according to the laws of the State of Arizona, without giving effect to the principles of conflicts of law. The Parties agree that should any court action be commenced relating to this Agreement, that the Pinal County Superior Court shall be the appropriate and exclusive venue, therefore. The Parties expressly waive any and all provisions of law providing for a change of venue to any other state or federal court.

15.11 Dispute Resolution. In the event a dispute arises under this Agreement, Buyer and Seller agree that there shall be a thirty (30) day moratorium on litigation during which time the Buyer and the Seller agree to attempt to settle the dispute by non-binding mediation before commencement of litigation. The mediation shall be held under the Commercial Mediation Rules of the American Arbitration Association ("AAA") but shall not be under the administration of the AAA unless agreed to by the Buyer and the Seller in writing, in which case all administrative fees shall be divided evenly between the Buyer and the Seller. The matter in dispute shall be submitted to a mediator mutually selected by Buyer and the Seller. If the Parties cannot agree upon the selection of a mediator within ten (10) days, then within five (5) days thereafter, the Buyer and the Seller shall request that the Presiding Judge of the Superior Court in and for the County of Pinal, State of Arizona, appoint the mediator. The mediator selected shall have at least ten (10) years of experience in mediating or arbitrating disputes relating to commercial property. The cost of any such mediation shall be divided equally between the Buyer and the Seller. The results of the mediation shall be nonbinding with either Buyer or the Seller free to initiate litigation upon the conclusion of the latter of the mediation or of the thirty (30) day moratorium on litigation. The mediation shall be completed in one day (or less) and shall be confidential, private, and otherwise governed by the provisions of A.R.S. § 12-2238, to the extent allowed by the Arizona Open Meetings Law, § 38-431 et. seq.

15.12 Headings and Construction. The headings set forth in this Agreement are inserted only for convenience and are not in any way to be construed as part of this Agreement or a limitation on the scope of the particular paragraph to which it refers. Where the context requires herein, the singular shall be construed as the plural, and neutral pronouns shall be construed as masculine and feminine pronouns, and vice versa. This Agreement shall be constructed according to its fair meaning and neither for nor against either party hereto.

15.13 Tax Reporting. Title Company, as the party responsible for Closing the transaction contemplated hereby within the meaning of Section 6045(e) of the Code, shall file all necessary information, reports, returns and statements (collectively, the "Tax Reports") regarding this transaction as required by the Code, including, without limitation, the Tax Reports required pursuant to Section 6045 of the Code. Title Company further agrees to indemnify and hold Buyer and Seller, and their respective attorneys and brokers, harmless from and against all claims, costs, liabilities, penalties, or expenses resulting from Title Company's failure to file the Tax Reports which Title Company is required to file pursuant to this paragraph.

15.14 Conflict of Interest. This Agreement is subject to the conflict of interest provisions set forth in A.R.S. Section 38-511.

15.15 Force Majeure. In no event shall a Party be responsible or liable for any

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failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, but not limited to, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, pandemics, or acts of God, and interruptions, loss or malfunctions of utilities; it being understood that the Party shall use reasonable efforts which are consistent with accepted practices in the Party's respective industry to resume performance as soon as practicable under the circumstances.

15.16 Assignment. Neither Party shall have the right to assign its rights under this Agreement without the prior written consent of the other Party, which consent can be withheld in the Parties sole and absolute discretion. Notwithstanding the foregoing, Buyer shall have the right to assign its rights and interest under this Agreement, without the consent of Seller, to an entity which is managed, controlled or owned by Buyer or any of its principals, including Scott Bartle, and upon such assignment, Buyer shall be released from any further liability or obligation to Seller.

IN WITNESS WHEREOF, Buyer and the Seller have executed this Agreement effective as of the date first written above.

SELLER:

CITY OF MARICOPA, a municipal corporation

By: _____
Nancy Smith, Mayor

Attest:

Approved as to form:

By: _____
Vanessa Bueras, MMC
City Clerk

By: _____
City Attorney

BUYER:

OUTSIDE THE BOX MARKETING, INC, an
Arizona corporation

By: Scott Bartle
Its: Scott Bartle, President

ACKNOWLEDGEMENT AND AGREEMENT BY TITLE COMPANY

The Title Company hereby acknowledges receipt of a fully executed copy of this Agreement on this ___ day of _____, and agrees to accept, hold, deliver and disburse the Earnest Money, together with all interest accrued thereon and received by the Title Company, strictly in accordance with the terms and provisions of this Agreement and without the necessity of further consent or instruction by Seller or Buyer. The Title Company is hereby designated as, and agrees to undertake the obligations of, the Reporting Person pursuant to Section 6045 of the Internal Revenue Code and the regulations promulgated thereunder.

By: _____
LaTisha Sopha
First American Title Insurance Company
422 W. Kortsen Rd. Suite 101
Casa Grande, Arizona 85122

EXHIBIT A

Legal Description the Property

Parcel 3:

PARCEL 3 OF COPPER SKY COMMERCIAL PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER, ARIZONA, RECORDED IN FEE NO. 2021-012378, LOCATED IN SECTION 34, TOWNSHIP 04 SOUTH, RANGE 03 EAST, 6.43 ACRES

Tract A:

TRACT A OF COPPER SKY COMMERCIAL PARK, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE PINAL COUNTY RECORDER, ARIZONA, RECORDED IN FEE NO. 2021-012378, LOCATED IN SECTION 34, TOWNSHIP 04 SOUTH, RANGE 03 EAST, 0.77 ACRES



City of Maricopa

Text File

File Number: RES 25-46

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Resolution

Agenda Number: 7.9

TITLE

A Resolution of the Mayor and City Council of the City of Maricopa, Arizona, authorizing and directing the acquisition of all property necessary for purposes of control, maintenance and potential enhancement of the drainage channel generally located along the N Roosevelt Avenue alignment between W Edison Road and W Lexington Avenue within the City limit of Maricopa by dedication, donation, purchase, exchange or under the power of eminent domain as a matter of public necessity and authorizing the City Manager to execute all agreements related to such acquisitions. Discussion and Action.

[Enter Text Here]

[Enter Body Here]

..Fiscal Impact

[Enter Fiscal Impact Statement Here]

RESOLUTION NO. 25-46

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA AUTHORIZING AND DIRECTING THE ACQUISITION OF ALL PROPERTY NECESSARY FOR PURPOSES OF CONTROL, MAINTENANCE AND POTENTIAL ENHANCEMENT OF THE DRAINAGE CHANNEL GENERALLY LOCATED ALONG THE N ROOSEVELT AVENUE ALIGNMENT BETWEEN W EDISON ROAD AND W LEXINGTON AVENUE WITHIN THE CITY LIMIT OF MARICOPA BY DEDICATION, DONATION, PURCHASE, EXCHANGE OR UNDER THE POWER OF EMINENT DOMAIN AS A MATTER OF PUBLIC NECESSITY AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL AGREEMENTS RELATED TO SUCH ACQUISITIONS.

WHEREAS, the developer of what is now known as Hampton Edison constructed a drainage channel for the benefit of this property; and

WHEREAS, the City of Maricopa plans to control and maintain this drainage channel for the benefit of other properties in the area including to carry flow for the improvements to be done on N. Roosevelt Avenue; and

WHEREAS, the City anticipates the future need to expend public funds to control, maintain and potentially enhance the drainage channel in a way that will result in a regional benefit to multiple properties in the area; and

WHEREAS, the City Council believes it is in the best interest of the City to authorize the acquisition of certain real property within the City of Maricopa necessary and convenient to control, maintain and potentially enhance the existing drainage channel generally located along the N. Roosevelt Avenue alignment between W. Edison Road and W. Lexington Avenue; and

WHEREAS, the Mayor and City Council of the City of Maricopa, Arizona have determined and does hereby find that the property to be taken is necessary for these and other public purposes.

NOW, THEREFORE, BE IT RESOLVED BY the Mayor and City Council of the City of Maricopa, Arizona as follows:

Section 1. That it is deemed necessary and essential as a matter of public use and necessity that the drainage channel generally located along the N. Roosevelt Avenue alignment between W. Edison Road and W. Lexington Avenue be controlled and maintained by the City (the "Project"). That it is deemed essential as a matter of public use and necessity that the necessary property be acquired, including by eminent domain, for control and maintenance of the Project identified in the legal description on Exhibit "A" and in the design plans on Exhibit "B" attached hereto, including all related facilities, within the corporate limits of the City of Maricopa. Notwithstanding anything to the contrary set forth herein, the Project will not include the property located on the north side of W. Lexington Avenue.

Section 2. That staff is directed to proceed with the acquisition of real and/or personal property and associated rights of way, including by eminent domain, for construction, maintenance and completion of the Project, as indicated in Exhibit “A” and Exhibit “B” attached hereto and the City Manager is authorized to execute all agreements related to such acquisitions.

Section 3. That property affected by this Resolution is necessary for the development, design and construction of the Project.

Section 4. Shall the need arise the Mayor or the City Manager is hereby authorized to execute any documents that may be necessary to carry out the purpose of this resolution.

PASSED AND ADOPTED by the Mayor and Council of the City of Maricopa Arizona, this 4th day of November, 2025.

APPROVED:

Nancy Smith
Mayor

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis M. Fitzgibbons
City Attorney

EXHIBIT A
PROJECT

November 10, 2022
3 Engineering Job No. 5198

**RIGHT-OF-WAY ABANDONMENT
LEGAL DESCRIPTION**

That portion of right-of-way known as Taft Avenue, 3rd Avenue and Roosevelt Avenue all part of **NORTH MARICOPA**, a subdivision recorded in Book 3 of Maps, page 8, records of Pinal County, located in the Southeast quarter of Section 21, Township 4 South, Range 3 East of the Gila and Salt River Base and Meridian, being more particularly described as follows;

BEGINNING at the Southeast corner of Lot 2 Block 3 of said **NORTH MARICOPA**; Thence South 00 degrees 37 minutes 41 seconds East along the southerly prolongation of the East line of said Lot 2, 9.00 feet;

Thence South 89 degrees 21 minutes 28 seconds West parallel with and 9.00 feet South of the South line of said Block 3 and Block 6 of said **NORTH MARICOPA**, 1089.79 feet to the West line of said Roosevelt Avenue;

Thence North 00 degrees 36 minutes 03 seconds West along said West line, 502.37 feet to the South line of the North 40.00 feet of said Southeast quarter;

Thence North 89 degrees 36 minutes 41 seconds East along last said South line, 30.00 feet to the East line of said Roosevelt Avenue and the West line of Lot 3 of said Block 6;

Thence South 00 degrees 36 minutes 03 seconds East along said East line of Roosevelt Avenue a distance of 493.24 feet to the Southwest corner of said Lot 3;

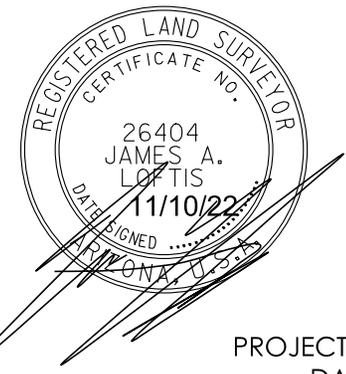
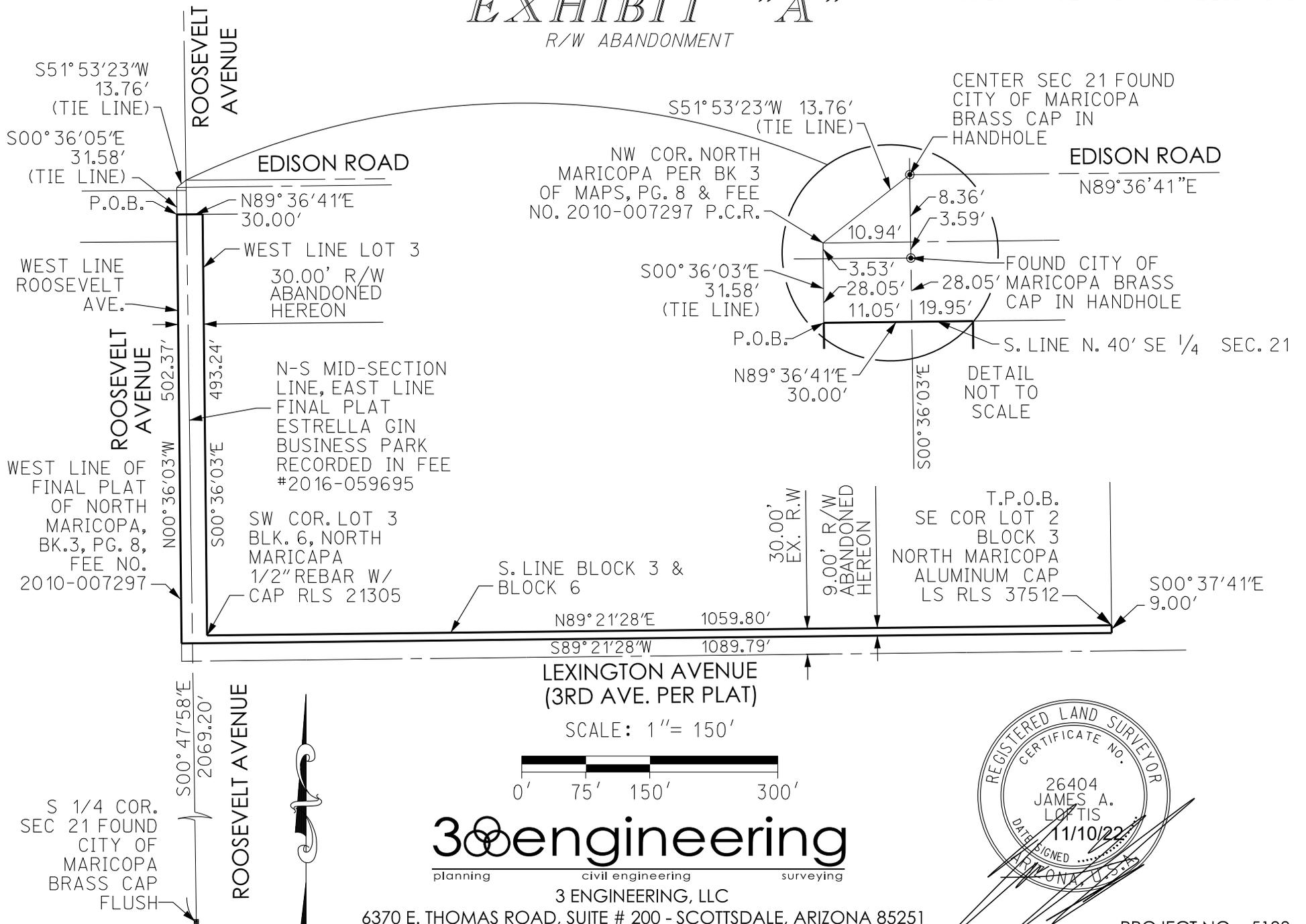
Thence North 89 degrees 21 minutes 28 seconds East along the South line of said Block 3 and Block 6, 1059.80 feet to the **POINT OF BEGINNING**.



EXHIBIT "A"

R/W ABANDONMENT

T.P.O.B. - TRUE POINT OF BEGINNING



PROJECT NO.: 5198
DATE: 11/10/22

Exhibit B

SPECIAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, GAS, ELECTRIC CONDUITS, COMMUNICATION LINES AND STRUCTURES IN ADVANCE OF ANY SITE GRADING. THE ENGINEER AND/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM SAME.
- BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM FIELD SURVEYS AND A SEARCH OF THE AVAILABLE RECORDS, TO THE BEST OF OUR KNOWLEDGE.

NOTE:
ALL MATERIALS COMING INTO CONTACT WITH POTABLE WATER MUST MEET N.S.F. STANDARDS 60/61 IN ACCORDANCE WITH R18-4-213

NOTE:
WATER METER SIZES, BACKFLOW PREVENTER SIZES & WATER LINE SIZES WERE PROVIDED BY NF MECHANICAL & ABLA TO 3 ENGINEERING

***NOTE:**
CONTRACTOR TO VERIFY LOCATION & INVERT OF EXISTING SEWER PRIOR TO ANY TRENCHING. SHOULD A DISCREPANCY BE FOUND, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.

NOTE:
ADJUST ALL MANHOLE RIMS TO FINISH GRADE PER M.A.G. STD. DTL. 422. ADJUST ALL WATER VALVES TO FINISH GRADE PER M.A.G. STD. DTL. 391-1, TYPE "A".

NOTE:
CONTRACTOR TO STAMP CURB FOR SEWER SERVICES PER MAG STD. DTL. 404-4.

NOTE:
CLEANOUT RIM ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED TO FINISHED GRADE AT COMPLETION OF UTILITY CONSTRUCTION.

PRIVATE WATER CONSTRUCTION NOTES:

- REFER TO OFFSITE WATER PLAN FOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY FOR DOMESTIC SERVICE.
- 1" P.V.C. (SCH. 40) WATERLINE
- 1-1/4" P.V.C. (SCH. 40) WATERLINE
- 1-1/2" P.V.C. (SCH. 40) WATERLINE
- 2" P.V.C. (SCH. 40) WATERLINE
- 3" P.V.C. (SCH. 40) WATERLINE
- 4" P.V.C. (SCH. 40) WATERLINE
- REFER TO OFFSITE WATER PLAN FOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY FOR LS SERVICE.
- INSTALL WATER VALVE. (SIZE BASED ON LINES SHOWN IN PLAN VIEW)
- PVC (SCH.40) TEE - SIZE BASED ON LINES SHOWN IN PLAN VIEW ON EACH SIDE OF TEE. INSTALL LINE VALVES AT TEES WHERE SERVICE LINES CONNECT TO THE 4" PRIVATE MAIN LINE.
- PVC (SCH.40) CROSS - SIZE BASED ON LINES SHOWN IN PLAN VIEW ON EACH SIDE OF CROSS.
- END LINE 2-FT. MIN. FROM BUILDING. FOR CONTINUATION OF WATERLINE SEE PLUMBING PLANS. CONTRACTOR TO VERIFY SIZE AND LOCATION OF WATERLINE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. SHUTOFF VALVES TO BE INSTALLED ON UNITS. REFER TO ARCHITECTS PLANS.
- PVC (SCH.40) BEND, ANGLE PER PLAN (SIZE BASED ON PLAN VIEW)

PUBLIC WATER CONSTRUCTION NOTES: (MARIPOCA CONSOLIDATED DOMESTIC WATER IMPROVEMENT DISTRICT) (MCDWID)

- INSTALL 8" D.I.P. WATERLINE. PROVIDE 3" MINIMUM COVER.
- INSTALL 2" LANDSCAPE SERVICE WITH METER BOX PER MCDWID SPEC. 0.50% SLOPE. 1/2" METER TO BE INSTALLED UPON PAVEMENT OF METER.
- INSTALL 3" WATER SERVICE WITH METER BOX PER MCDWID SPEC. 3" METER TO BE INSTALLED UPON PAVEMENT OF METER.
- INSTALL 8" X 8" TEE AND 8" VALVE PER MAG 391.
- INSTALL 8" WARMER SERVICE WITH METER BOX PER MCDWID SPEC. PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER MCDWID SPEC.
- INSTALL 8" X 8" STAPPING GLEEVE AND VALVE PER M.A.G. STD. DTL. 340.
- INSTALL FIRE HYDRANT COMPLETE PER MAG 366.
- INSTALL 45 DEGREE BEND.

PUBLIC WATER CONSTRUCTION NOTES: (GLOBAL WATER)

- RELOCATE EXISTING FIRE HYDRANT.
 - INSTALL 6" DIAP FIRELINE. PROVIDE 4" MINIMUM COVER.
 - INSTALL FIRE HYDRANT COMPLETE PER GLOBAL WATER SPEC.
- NOTES:**
- INSTALL WATERLINE 4" MIN. COVER & INSTALL LOCATER WIRE ON ALL NON METALLIC PIPING.
 - INSTALL STANDARD OF WATER PIPE ASTM D 1785, ASTM D 2241, ASTM D 2612, OR CSA B31.3, IPC TABLE 605.2. ALL PIPE MUST BE NSF 61 LISTED, IPC 605.3.
 - PROVIDE PIPE FITTING, PIPE TAPPING VALVE, TESTING, AND BACKFLOW PREVENTION TO ENGINEER AND CITY BUILDING OFFICIAL FOR REVIEW AND APPROVAL PRIOR TO ORDER AND START OF INSTALLATION. IPC 605.3-1.
 - ALL WATER PIPING SHALL BE INSTALLED A MINIMUM OF 12" INCHES ABOVE SEWER AT CROSSINGS, IPC 603.2. (EXTRA PROTECTION REQUIRED IF LESS THAN 2'-0")

PRIVATE FIRELINE CONSTRUCTION NOTES:

- INSTALL 8" PVC C900 FIRELINE. PROVIDE 3" MINIMUM COVER.
- INSTALL BLUE FIRE HYDRANT REFLECTIVE MARKER PER SUPERSTITION FIRE AND MEDICAL SPEC'S.
- INSTALL BEND, SIZE & ANGLE PER PLAN.
- INSTALL TEE, SIZE PER PLAN.
- INSTALL 8" V.B.&C. PER M.A.G. STD. DTL. 391
- INSTALL FIRE HYDRANT, COMPLETE WITH TEE & VALVE PER M.A.G. STD. DTL. 360-1 LINE FROM MAIN TO HYDRANT SHALL BE D.I.P. (PRESSURE CLASS 350) POLY-WRAPPED FIRELINE.

NOTES:

- ALL FITTINGS TO HAVE RESTRAINT JOINTS PER M.A.G. SPECS
- INSTALL FIRELINE WITH 3" MIN. COVER.
- INSTALL LOCATER WIRE ON ALL NON METALLIC PIPING.

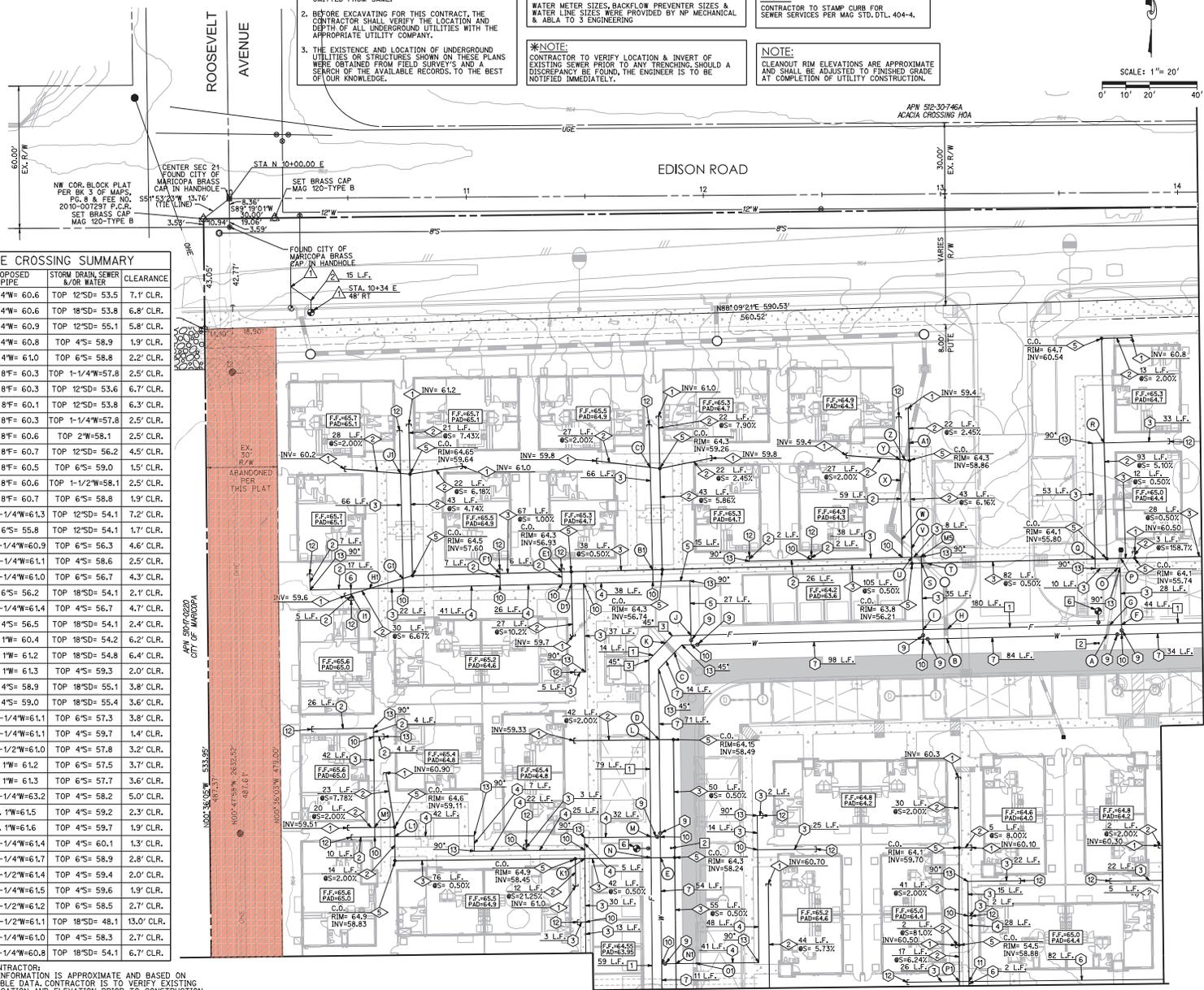
PRIVATE SEWER CONSTRUCTION NOTES:

- END LINE 2-FT. MIN. FROM BUILDING. FOR CONTINUATION OF SEWERLINE SEE PLUMBING PLANS. CONTRACTOR TO VERIFY SIZE AND LOCATION OF SEWERLINE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 4" DIA SDR 35 PVC SEWER PIPE
- 6" DIA SDR 35 PVC SEWER PIPE
- INSTALL SEWER TAP INTO MANHOLE
- SEWER CLEANOUT PER DETAIL 110N SHEET 6 (IF W/IN 2'-FT OF BLDG. CONNECTION, INSTALL CLEANOUT W/BLDG.)

SEWER GENERAL NOTES:

- SEWER LINE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CURRENT UNIFORM STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARIPOCA ASSOCIATION OF GOVERNMENT M.A.G. AND/OR I.P.C. FOR PRIVATE SYSTEMS.
- THE MINIMUM ALLOWABLE COVER FOR SEWERLINES IS 3'.
- SEWERLINE TRENCHING AND BEDDING SHALL BE PER I.P.C. SPECS, AND DETAIL 10 TO SHEET 6.
- PROVIDE CLEANOUTS IN BUILDING SEWER PIPING WITHIN EVERY 100 FEET OF STRAIGHT PIPE AND CHANGE OF DIRECTION, I.P.C. 706.3.
- ALL WATER PIPING SHALL BE INSTALLED A MINIMUM OF 12" INCHES ABOVE SEWER AT CROSSINGS, IPC 603.2.

NOTE:
ANY CLEANOUTS LOCATED WITHIN SIDEWALK SHALL HAVE A METAL LID.



PIPE CROSSING SUMMARY			
FLAG	PROPOSED PIPE	STORM DRAIN, SEWER &/OR WATER	CLEARANCE
A	BTM. 4"W=60.6	TOP 12"SD=53.5	7.1' CLR.
B	BTM. 4"W=60.6	TOP 18"SD=53.8	6.8' CLR.
C	BTM. 4"W=60.9	TOP 12"SD=55.1	5.8' CLR.
D	BTM. 4"W=60.8	TOP 4"S=58.9	1.9' CLR.
E	BTM. 4"W=61.0	TOP 6"S=58.8	2.2' CLR.
F	BTM. 8"F=60.3	TOP 1-1/4"W=57.8	2.5' CLR.
G	BTM. 8"F=60.3	TOP 12"SD=53.6	6.7' CLR.
H	BTM. 8"F=60.1	TOP 12"SD=53.8	6.3' CLR.
I	BTM. 8"F=60.3	TOP 1-1/4"W=57.8	2.5' CLR.
J	BTM. 8"F=60.6	TOP 2"W=58.1	2.5' CLR.
K	BTM. 8"F=60.7	TOP 12"SD=56.2	4.5' CLR.
L	BTM. 8"F=60.5	TOP 6"S=59.0	1.5' CLR.
M	BTM. 8"F=60.6	TOP 1-1/2"W=58.1	2.5' CLR.
N	BTM. 8"F=60.7	TOP 6"S=58.8	1.9' CLR.
O	BTM. 1-1/4"W=61.3	TOP 12"SD=54.1	7.2' CLR.
P	BTM. 6"S=55.8	TOP 12"SD=54.1	1.7' CLR.
Q	BTM. 1-1/4"W=60.9	TOP 6"S=56.3	4.6' CLR.
R	BTM. 1-1/4"W=61.1	TOP 4"S=58.6	2.5' CLR.
S	BTM. 1-1/4"W=61.0	TOP 6"S=56.7	4.3' CLR.
T	BTM. 6"S=56.2	TOP 18"SD=54.1	2.1' CLR.
U	BTM. 1-1/4"W=61.4	TOP 4"S=56.7	4.7' CLR.
V	BTM. 4"S=56.5	TOP 18"SD=54.1	2.4' CLR.
W	BTM. 1"W=60.4	TOP 18"SD=54.2	6.2' CLR.
X	BTM. 1"W=61.2	TOP 18"SD=54.8	6.4' CLR.
Y	BTM. 1"W=61.3	TOP 18"SD=59.3	2.0' CLR.
Z	BTM. 4"S=58.9	TOP 18"SD=55.1	3.8' CLR.
AA	BTM. 4"S=59.0	TOP 18"SD=55.4	3.6' CLR.
AB	BTM. 1-1/4"W=61.1	TOP 6"S=57.3	3.8' CLR.
AC	BTM. 1-1/4"W=61.1	TOP 4"S=59.7	1.4' CLR.
AD	BTM. 1-1/4"W=61.0	TOP 4"S=57.8	3.2' CLR.
AE	BTM. 1-1/2"W=61.0	TOP 4"S=57.5	3.7' CLR.
AF	BTM. 1"W=61.3	TOP 6"S=57.7	3.6' CLR.
AG	BTM. 1-1/4"W=63.2	TOP 4"S=58.2	5.0' CLR.
AH	BTM. 1"W=61.5	TOP 4"S=59.2	2.3' CLR.
AJ	BTM. 1"W=61.6	TOP 4"S=59.7	1.9' CLR.
AK	BTM. 1-1/4"W=61.4	TOP 4"S=60.1	1.3' CLR.
AL	BTM. 1-1/4"W=61.7	TOP 6"S=58.9	2.8' CLR.
AM	BTM. 1-1/2"W=61.4	TOP 4"S=59.4	2.0' CLR.
AN	BTM. 1-1/4"W=61.5	TOP 4"S=59.6	1.9' CLR.
AO	BTM. 1-1/2"W=61.2	TOP 6"S=58.5	2.7' CLR.
AP	BTM. 1-1/2"W=61.1	TOP 18"SD=48.1	13.0' CLR.
AQ	BTM. 1-1/4"W=61.0	TOP 4"S=58.3	2.7' CLR.
AR	BTM. 1-1/4"W=60.8	TOP 18"SD=54.1	6.7' CLR.

NOTE TO CONTRACTOR:
EX. UTILITY INFORMATION IS APPROXIMATE AND BASED ON BEST AVAILABLE DATA. CONTRACTOR IS TO VERIFY EXISTING UTILITIES' LOCATION AND ELEVATION PRIOR TO CONSTRUCTION AND CONTACT ENGINEER WITH ANY DISCREPANCIES IN ORDER TO PREPARE A FIELD DIRECTIVE.

MATCH SHEET IMP39

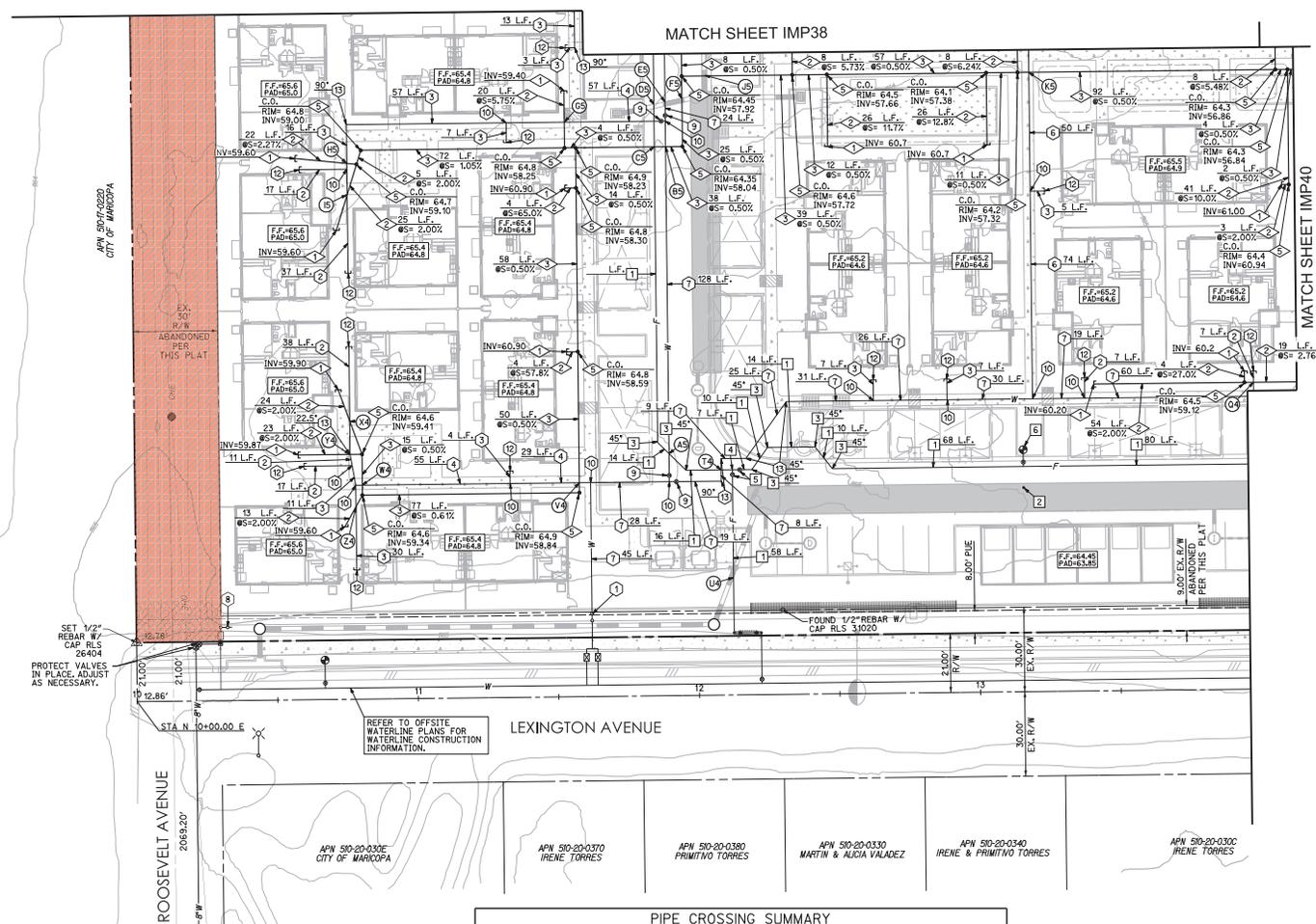
MATCH SHEET IMP41

HAMPTON EDISON
MARIPOCA, ARIZONA 85139
WATER, SEWER & FIRE PLAN



3eengineering
CIVIL & ELECTRICAL
1000 S. WASHINGTON
SUITE 100
PHOENIX, ARIZONA 85001
TEL: 602.498.8888
WWW.3EENGINEERING.COM

DATE: 11/08/21
PROJECT NO: 5198
SHEET NO: IMP38
OF 58



MATCH SHEET IMP38

MATCH SHEET IMP240

PIPE CROSSING SUMMARY							
FLAG	PROPOSED PIPE	STORM DRAIN, SEWER &/OR WATER	CLEARANCE	FLAG	PROPOSED PIPE	STORM DRAIN, SEWER &/OR WATER	CLEARANCE
(64)	BTM. 1"= 6.15	TOP 4"= 59.3	2.2' CLR.	(65)	BTM. 4"= 61.1	TOP 12"SD= 53.6	7.5' CLR.
(14)	BTM. 8"= 60.2	TOP 4"= 57.7	2.5' CLR.	(65)	BTM. 6"= 58.0	TOP 12"SD= 53.0	5.0' CLR.
(14)	BTM. 8"= 60.5	TOP 18"SD= 55.9	4.6' CLR.	(65)	BTM. 1-1/2"= 61.1	TOP 4"= 59.1	2.0' CLR.
(14)	BTM. 1-1/2"= 61.6	TOP 6"= 59.3	2.3' CLR.	(65)	BTM. 1-1/4"= 61.4	TOP 4"= 59.5	1.9' CLR.
(64)	BTM. 1-1/2"= 61.5	TOP 6"= 59.9	1.6' CLR.	(65)	BTM. 1"= 61.9	TOP 4"= 59.7	2.2' CLR.
(14)	BTM. 1"= 62.0	TOP 4"= 60.0	2.0' CLR.	(65)	BTM. 6"= 57.9	TOP 18"SD= 47.2	10.7' CLR.
(14)	BTM. 1"= 61.4	TOP 4"= 59.8	1.6' CLR.	(65)	BTM. 3"= 60.9	TOP 6"= 57.8	3.1' CLR.
(24)	BTM. 1-1/4"= 61.4	TOP 4"= 59.8	1.6' CLR.				
(14)	BTM. 8"= 60.6	TOP 4"= 58.1	2.5' CLR.				
(65)	BTM. 4"= 61.1	TOP 6"= 58.6	2.5' CLR.				
(65)	BTM. 8"= 60.7	TOP 6"= 58.7	2.0' CLR.				
(65)	BTM. 8"= 60.8	TOP 12"SD= 54.0	6.8' CLR.				

NOTE TO CONTRACTOR:
EX. UTILITY INFORMATION IS APPROXIMATE AND BASED ON BEST AVAILABLE DATA. CONTRACTOR IS TO VERIFY EXISTING UTILITIES' LOCATION AND ELEVATION PRIOR TO CONSTRUCTION AND CONTACT ENGINEER WITH ANY DISCREPANCIES IN ORDER TO PREPARE A FIELD DIRECTIVE.

SPECIAL NOTES:

- IT IS THE CONTRACTOR'S RESPONSIBILITY TO LOCATE ALL UNDERGROUND PIPELINES, GAS, ELECTRIC CONDUITS, COMMUNICATION LINES AND STRUCTURES IN ADVANCE OF ANY SITE GRADING. THE ENGINEER AND/OR OWNER WILL NOT GUARANTEE ANY LOCATIONS AS SHOWN ON THESE PLANS OR THOSE OMITTED FROM SAME.
- BEFORE EXCAVATING FOR THIS CONTRACT, THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES WITH THE APPROPRIATE UTILITY COMPANY.
- THE EXISTENCE AND LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES SHOWN ON THESE PLANS WERE OBTAINED FROM FIELD SURVEYS AND A SEARCH OF THE AVAILABLE RECORDS TO THE BEST OF OUR KNOWLEDGE.

NOTE:
ADJUST ALL MANHOLE RIMS TO FINISH GRADE PER M.A.G. STD. DTL. 422. ADJUST ALL WATER VALVES TO FINISH GRADE PER M.A.G. STD. DTL. 391-1, TYPE "A".

NOTE:
CONTRACTOR TO STAMP CURB FOR SEWER SERVICES PER MAG STD. DTL. 404-4.

NOTE:
ALL MATERIALS COMING INTO CONTACT WITH POTABLE WATER MUST MEET N.S.F. STANDARDS 60/61 IN ACCORDANCE WITH R18-4-213

NOTE:
WATER METER SIZES, BACKFLOW PREVENTER SIZES & WATER LINE SIZES WERE PROVIDED BY NF MECHANICAL & ABLA TO 3 ENGINEERING

***NOTE:**
CONTRACTOR TO VERIFY LOCATION & INVERT OF EXISTING SEWER PRIOR TO ANY TRENCHING. SHOULD A DISCREPANCY BE FOUND, THE ENGINEER IS TO BE NOTIFIED IMMEDIATELY.

NOTE:
CLEANOUT RIM ELEVATIONS ARE APPROXIMATE AND SHALL BE ADJUSTED TO FINISHED GRADE AT COMPLETION OF UTILITY CONSTRUCTION.

PRIVATE WATER CONSTRUCTION NOTES:

- REFER TO OFFSITE WATER PLAN FOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY FOR DOMESTIC SERVICE.
- 1" P.V.C. (SCH. 40) WATERLINE
- 1-1/4" P.V.C. (SCH. 40) WATERLINE
- 1-1/2" P.V.C. (SCH. 40) WATERLINE
- 2" P.V.C. (SCH. 40) WATERLINE
- 3" P.V.C. (SCH. 40) WATERLINE
- 4" P.V.C. (SCH. 40) WATERLINE
- REFER TO OFFSITE WATER PLAN FOR REDUCED PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY FOR LS SERVICE.
- INSTALL WATER VALVE, (SIZE BASED ON LINES SHOWN IN PLAN VIEW)
- PVC (SCH. 40) TEE - SIZE BASED ON LINES SHOWN IN PLAN VIEW ON EACH SIDE OF TEE. INSTALL LINE VALVES AT TEES, WHERE SERVICE LINES CONNECT TO THE 4" PRIVATE MAIN LINE.
- PVC (SCH. 40) CROSS - SIZE BASED ON LINES SHOWN IN PLAN VIEW ON EACH SIDE OF CROSS.
- END LINE 2-FT. MIN. FROM BUILDING, FOR CONTINUATION OF WATERLINE. SEE PLUMBING PLANS CONTRACTOR TO VERIFY SIZE AND LOCATION OF WATERLINE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES. SHUTOFF VALVES TO BE INSTALLED ON UNITS. REFER TO ARCHITECTS PLANS.
- PVC (SCH. 40) BEND, ANGLE PER PLAN (SIZE BASED ON PLAN VIEW)

PUBLIC WATER CONSTRUCTION NOTES: (GLOBAL WATER)

- INSTALL 8" D.I.P. WATERLINE. PROVIDE 3' MINIMUM COVER.
- INSTALL 2" LANDSCAPE SERVICE WITH METER BOX PER MCWDW SPEC. 1/2" METER TO BE INSTALLED UPON PAYMENT OF METER.
- INSTALL 3" WATER SERVICE WITH METER BOX PER MCWDW SPEC. 3' METER TO BE INSTALLED UPON PAYMENT OF METER.
- INSTALL 8" X 8" TEE, AND 8" VALVE PER MAG 391.
- REFER TO APPROVED COMPLIANCE ENGINEER'S PRESSURE PRINCIPLE BACKFLOW PREVENTION ASSEMBLY PER MCWDW SPEC.
- INSTALL 8" X 8" TAPPING GLEEVE AND VALVE PER M.A.G. STD. DTL. 340.
- INSTALL FIRE HYDRANT COMPLETE PER MAG 366.
- INSTALL 45 DEGREE BEND.

PRIVATE FIRELINE CONSTRUCTION NOTES:

- INSTALL 8" PVC C900 FIRELINE. PROVIDE 3' MINIMUM COVER.
- INSTALL BLUE FIRE HYDRANT REFLECTIVE MARKER PER SUPERSTITION FIRE AND MEDICAL SPEC'S.
- INSTALL BEND, SIZE & ANGLE PER PLAN.
- INSTALL TEE, SIZE PER PLAN.
- INSTALL 8" V.B.&C. PER M.A.G. STD. DTL. 391
- INSTALL FIRE HYDRANT, COMPLETE WITH TEE & VALVE PER M.A.G. STD. DTL. 360-1 LINE FROM MAIN TO HYDRANT SHALL BE D.I.P. (PRESSURE CLASS 350) POLY-WRAPPED FIRELINE.

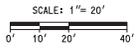
PRIVATE SEWER CONSTRUCTION NOTES:

- END LINE 2-FT. MIN. FROM BUILDING, FOR CONTINUATION OF SEWERLINE. SEE PLUMBING PLANS CONTRACTOR TO VERIFY SIZE AND LOCATION OF WATERLINE PRIOR TO CONSTRUCTION AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- 4" DIA. SDR 35 PVC SEWER PIPE
- 6" DIA. SDR 35 PVC SEWER PIPE
- INSTALL SEWER TAP INTO MANHOLE
- SEWER CLEANOUT PER DETAIL 110N SHEET 6 (IF W/IN 2-FT OF BLDG. CONNECTION, INSTALL CLEANOUT W/BLDG.

SEWER GENERAL NOTES:

- SEWER LINE CONSTRUCTION SHALL BE DONE IN ACCORDANCE WITH THE CURRENT INFORM. STANDARD SPECIFICATIONS AND DETAILS FOR PUBLIC WORKS CONSTRUCTION, MARICOPA ASSOCIATION OF GOVERNMENT M.A.G. AND/OR I.P.C. FOR PRIVATE SYSTEMS.
- THE MINIMUM ALLOWABLE COVER FOR SEWERLINES IS 3'. SEWERLINE TRENCHING AND BEDDING SHALL BE PER I.P.C. SPEC'S., AND DETAIL 10 ON SHEET 6.
- PROVIDE CLEANOUTS IN BUILDING SEWER PIPING WITHIN EVERY 100 FEET OF STRAIGHT PIPE AND CHANGE OF DIRECTION, IPC 706.3
- ALL WATER PIPING SHALL BE INSTALLED A MINIMUM OF 12 INCHES ABOVE SEWER AT CROSSINGS, IPC 603.2.

NOTE:
ANY CLEANOUTS LOCATED WITHIN SIDEWALK SHALL HAVE A METAL LID.



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DATE: 11/09/2021
PROJECT NO: 5198
SHEET NO: IMP39
39 OF 58



City of Maricopa

Text File

File Number: APP 25-07

Agenda Date: 11/4/2025

Version: 1

Status: Approved

In Control: City Council Regular Meeting

File Type: Appointment

Agenda Number: 8.1

TITLE

The Mayor and City Council shall discuss and take action on making an appointment to fill the vacancy on the Parks and Recreation Advisory Committee. Discussion and Action.

..AGENDA ITEM DESCRIPTION

This is Councilmember Liermann's nomination which she is prepared to make a nomination for.



City of Maricopa

Text File

File Number: APP 25-08

Agenda Date: 11/4/2025

Version: 1

Status: Approved

In Control: City Council Regular Meeting

File Type: Appointment

Agenda Number: 8.2

TITLE

The Mayor and City Council shall discuss and take action on making an appointment to fill the vacancy on the Planning and Zoning Commission. Discussion and Action.

..AGENDA ITEM DESCRIPTION

This is Councilmember Knorr's nomination which she is prepared to make a nomination for.



City of Maricopa

Text File

File Number: CON 25-20

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Contract

Agenda Number: 8.3

TITLE

The Mayor and City Council shall discuss and take action to approve the Lease Agreement with Central Arizona Valley Institute of Technology (CAVIT), related to the lease of approximately 5.341 acres of the real property generally located at the Southwest corner of W. Madison Avenue and N. Wilson Avenue, Maricopa, Pinal County, Arizona, Assessor Parcel No. 510-18-0020. Discussion and Action.

..AGENDA ITEM DESCRIPTION

The City originally acquired this property in 2020 as a site for the Police Station. After the plans for the police station location changed, the City has looked for the best opportunities to utilize this land for its residents. In August of 2025, the City issued an Invitation for Bids for projects that meet the development goals of the City to support youth and senior services, retail, office, and projects that complement adjacent developments. The City has awarded the winning bid to CAVIT.

The City will lease the property to CAVIT for the development of an approximate 14,000-square-foot facility for a career and technical high school in Maricopa for 11-12th grade students attending local schools. Programming will be chosen based on student interest and employment demand both in Pinal County and across Arizona. CAVIT will not duplicate career technical programming at partner schools ensuring there is no competition for students.

Further, to address Senior Services needs, CAVIT will operate school-based wellness clinics managed by students and perform services to community residents and pets every Friday. Possible clinics may include animal, hair, nails, dental, massage, pharmacy, and medical. Every technical and hands-on skill that students master in their program will be performed on clinic days. Community residents will also participate in a Career Speaker Forum project that involves professionals speaking to students sharing valuable insights in the workplace.

..PRESENTER

This item will be presented by Josh Bowman, Chief Strategy Officer.

..STAFF RECOMMENDATION

Staff recommends approval of the Lease Agreement.

LEASE AGREEMENT

THIS LEASE AGREEMENT (“Lease”) is made and entered into this ___ day of _____, 2025, by and between CENTRAL ARIZONA VALLEY INSTITUTE OF TECHNOLOGY, 1789 W. Coolidge Avenue, Coolidge, Arizona 85128, a career technological education school district and political subdivision of the State of Arizona (“Tenant”), and the CITY OF MARICOPA, a municipal corporation (“City”). Tenant and City may be referred to herein collectively as the “Parties” and, each individually, as a “Party.”

RECITALS

WHEREAS, City and Tenant have determined that it would be in the best interests of both Parties and the Maricopa community for a building to be constructed in the City of Maricopa to be used for educational purposes and for other purposes which will serve to benefit the residents of the City and adjacent areas; and

WHEREAS, the Tenant and the City have mutual interests in helping area residents learn and develop skills in the area of career and technical education; and

WHEREAS, City has vacant land available which is suitable for construction of a public building; and

WHEREAS, City and Tenant have joint interests in construction of a school building which will be used primarily for educational purposes; and

WHEREAS, City and Tenant wish to work cooperatively to provide for construction and use of a facility within the City of Maricopa.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. **PREMISES.** City hereby leases to Tenant, and Tenant leases from City the property lying at the northwest corner of Garvey Avenue and N Wilson Avenue encompassing approximately 5.341 acres generally known as Pinal County Assessor Parcel No. 510-18-002, located in Pinal County, Arizona as more specifically described in Exhibit A, which is attached hereto and incorporated herein by reference (the “Premises”). The Premises is presently vacant land upon which Tenant intends to construct a facility for its program of instruction in career and technological education.

2. TERM.

2.1 Initial Term. The initial term of this Lease shall be for a period of twenty-five (25) years beginning on the Effective Date hereof (the "Term"). The "Effective Date" for this Lease shall be the date upon which both the Maricopa City Council and the Tenant's Governing Board have approved and signed this Lease.

2.2 Extension of Term. Provided Tenant is not then in default of this Lease, Tenant shall have the option of extending the Term of this Lease additional periods of five (5) years each (individually, an Extension). Tenant may exercise an Extension by giving written notice to City of its desire to exercise any Extension no later than one hundred eighty (180) days prior to the expiration of the Term or the preceding Extension. If Tenant has properly notified City of its desire to exercise an Extension of the Term, then Tenant's Extension of the Term shall become effective and all references herein to the Term of Tenant shall mean the initial Term as extended.

2.3 Termination. In addition to the Parties' rights to terminate this Lease for default as provided herein, either Party may terminate this Lease on the tenth anniversary or any subsequent anniversary that is evenly divisible by five (5), upon no less than eighteen (18) months prior written notice to the other Party. Except in the event of termination due to default, any prepaid rents on the date of termination and compensation for improvements (as provided in Paragraph 8.8) shall be determined and appropriate reimbursements shall be issued.

3. RENT.

3.1 Base Rent. Tenant covenants and agrees to pay rent to City for the use of the Premises the sum of \$24,000.00 per year, to be paid in monthly installments of \$2,000.00 ("Base Rent"). The Base Rent shall be payable in advance and without any prior demand therefore and without any abatement, deductions and setoffs, whatsoever, unless specifically provided for in this Lease.

3.2 CPI Adjustments to the Base Rent. The annual Base Rent shall be increased on the fifth (5th) anniversary of the Effective Date and on each successive five (5) year anniversary of the Effective Date (each of which dates are referred to in this paragraph only as an "Adjustment Date" by a percentage equal to the percentage increase in the CPI (as defined below), not to exceed the percentage allocated by the Arizona Legislature during the five-year period ending ninety (90) days prior to the applicable Adjustment Date. However, the percentage increase shall not exceed the percentage increase in the funding received by Tenant as a school district pursuant to Title 15 of the Arizona Revised Statutes during the same five-year period. For purposes of this Lease, CPI means the United States Department of Labor, Bureau of Statistics Consumer Price Index for all urban consumers (CPI-U), U.S. City average (1982-1984=100). If at any time the CPI ceases to exist, the Parties may on mutual agreement substitute any official index published by the Bureau of Labor Statistics or by a successor or similar government agency as may then exist and which in the Parties' agreement shall be most

nearly equivalent to the CPI. Nothing contained in this paragraph will cause any decrease in Base Rent.

3.3 Market Adjustments to Base Rent. Notwithstanding the Base Rent increases referenced in the preceding paragraph, the annual Base Rent shall be adjusted on the twenty-fifth (25th) anniversary of the Effective Date (the “Adjustment Date”) as hereinafter set forth in this paragraph. On the Adjustment Date, the Base Rent will be adjusted (but not decreased) to the fair market base rent rate of the Premises, as reasonably determined by City in relation to comparable (in quality and size) land area. City’s determination of such fair market base rent rate will be delivered to Tenant not later than 90 days prior to the Adjustment Date. If Tenant reasonably disputes City’s determination of such fair market base rent rate of the Premises, Tenant will deliver notice of such dispute, together with Tenant’s determination of such fair market base rent rate, to City within five (5) days of Tenant’s receipt of City’s determination. The Parties will then attempt in good faith to agree upon such fair market base rent rate. If City and Tenant fail to agree within fifteen (15) days, they will within seven (7) days thereafter mutually appoint an appraiser to determine the fair market base rent rate. The appraiser must have at least 5 years of full-time commercial appraisal experience and be a member of the American Institute of Real Estate Appraisers. If City and Tenant are unable to agree upon an appraiser within such seven (7) days, the Parties will within five (5) days thereafter apply to the Presiding Judge of the Pinal County Superior Court for the selection of an appraiser. The Presiding Judge of the Pinal County Superior Court will, as soon as reasonably practicable, select an appraiser with the above qualifications who has not acted in any capacity for either Party within the prior 2 years. Within seven (7) days of the appointment (either by agreement or selection) of the appraiser, City and Tenant will submit to the appraiser their respective determinations of the fair market base rent rate and any related information. Within twenty (20) days thereafter, the appraiser will review each Party’s submittal (and such other information as the appraiser deems necessary) and will select one Party’s submittal or any amount between the two rates submitted as representing the most reasonable approximation of such fair market base rent rate. Costs of the appraiser shall be shared equally by the Parties.

Upon sixty (60) days written notice to City, Tenant may elect to have the Adjustment Date occur on a date (the Early Adjustment Date) prior to the twenty-fifth (25th) anniversary of the Effective Date; provided, however, that (i) in no event shall such an election extend the Term beyond the date specified in Paragraph 2.1 or operate as an exercise of an Extension as provided in Paragraph 2.2 and (ii) upon such election by Tenant, there will be an additional Adjustment Date on the twenty-fifth (25th) anniversary of the Early Adjustment Date, provided that on such date this Lease is still effective. Notwithstanding anything to the contrary contained in this paragraph, nothing contained in this paragraph will cause any decrease in Base Rent. If Tenant causes an Early Adjustment Date to occur, Tenant will pay all fees and costs of the above-referenced appraiser. City will pay all fees and costs of the appraiser with respect to any Adjustment Date other than an Early Adjustment Date.

3.4 Rent Payment. The first monthly payment of Base Rent, shall be due upon the

Rent Commencement Date (as hereinafter defined). Thereafter, all Base Rent shall be paid on the first day of each calendar month. The Rent Commencement Date shall be the date that is the Effective Date for the Lease. In the event the Rent Commencement Date occurs on a day other than the first day of a calendar month, the monthly payment of Base Rent for said month shall be pro-rated based on the number of days in said month following and inclusive of the Rent Commencement Date.

4. PERMITTED USE

4.1 Use by Tenant. The Parties agree that the Premises shall be used by Tenant for educational programs as permitted for a career technological education district under the laws of Arizona, and such other uses as may be authorized by A.R.S. §15-1105. Any change or modification of the permitted purposes must be approved in writing by City prior to such modified use commencing.

4.2 The Parties agree to work cooperatively in good faith to promote joint use programming and activities to meet the needs of the community.

4.3 Tenant's taking of possession of the Premises shall be conclusive evidence of Tenant's acceptance thereof in good order and satisfactory condition. Tenant agrees that no representation respecting the condition of the Premises and that no promises to alter, repair or improve the Premises either before or after the execution hereof, have been made by City or its agents to Tenant unless the same are contained herein.

5. INSURANCE. Tenant shall obtain and maintain in full force, with a company or companies authorized to transact the business of insurance in the State of Arizona and of sound and adequate financial responsibility, insurance (either as part of any other policy or policies, or separately) covering all of its activities on the Premises as provided below:

5.1 Builder's Risk Insurance. During the construction of any improvements on the Premises, Tenant shall keep or cause the contractor performing such construction to keep, the improvements to be insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements. Such insurance shall name the City as an additional insured. In the event of any recovery under such insurance, the proceeds of insurance shall be applied to the reconstruction or repair of the improvements. In the event of the remodeling, renovation or restoration by Tenant of any damage to the improvements, Tenant shall keep, or cause the contractor performing such remodeling, renovation, or restoration to keep, the improvements being remodeled, renovated or restored insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements. In the event of any recovery under such insurance, the proceeds thereof shall be applied to the payment of the costs of such remodeling, renovation or restoration.

5.2 Liability Insurance. During the term of this Lease and any extensions thereof,

Tenant shall procure and maintain, in full force and effect, a comprehensive insurance policy or policies as follows:

A. General liability, including all direct or contingent loss or liability for damages for bodily injury, personal injury, death or damage to property, including loss of use thereof, occurring on or in any way related to the Premises or occasioned by reason of occupancy by and the operation of Tenant upon, in and around the Premises, with limits of at least One Million Dollars (\$1,000,000) per occurrence for personal or bodily injury and a minimum of Five Hundred Thousand Dollars (\$500,000) property damages coverage.

B. Automobile liability covering owned vehicles and non-owned leased or hired vehicles with combined single limits of no less than One Million Dollars (\$1,000,000) per occurrence.

C. Worker's compensation and employer's liability coverage in the amounts required by law.

D. Insurance covering all personal property in amounts not less than one hundred percent (100%) of the replacement value thereof, providing protection against any peril included within the classification of "Fire and Extended Coverage", including sprinkler damage, vandalism and malicious mischief, or Tenant shall provide a waiver of right of reimbursement for loss of Tenant's personal property.

E. During the construction of any improvements on the Premises, Tenant shall keep or cause the contractor performing such construction to keep, the improvements to be insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements. Such insurance shall name the City as an additional insured. In the event of any recovery under such insurance, the proceeds of insurance shall be applied to the reconstruction or repair of the improvements. In the event of the remodeling, renovation or restoration by Tenant of any damage to the improvements, Tenant shall keep, or cause the contractor performing such remodeling, renovation, or restoration to keep, the improvements being remodeled, renovated or restored insured under builder's risk insurance (or similar insurance) in the amount of the cost of construction of the improvements. In the event of any recovery under such insurance, the proceeds thereof shall be applied to the payment of the costs of such remodeling, renovation or restoration.

5.3 Modification of Insurance Requirements. City may adjust or increase liability insurance amounts and requirements as City deems reasonably necessary, or as may be required by applicable law.

5.4 Certificates. Tenant shall provide to City a certificate of insurance each year this Lease is in effect showing proof of the above insurance coverage.

5.5 Additional Insurance. The provisions of this Lease as to insurance required to be procured and maintained shall not limit or prohibit, or be construed as limiting or prohibiting, City or Tenant from obtaining any other or greater insurance with respect to the Premises or improvements thereon or the use and occupancy thereof that either or both of them may wish to carry, but in the event City or Tenant, as the case may be, shall procure or maintain any such insurance not required by this Lease, the cost thereof shall be at the expense of the Party procuring or maintaining the same.

5.6 Additional Insured. All required insurance shall be procured and maintained in the name of Tenant and shall add City as an additional insured. All policies required under this Paragraph for property and builder's risk insurance shall provide for payments of the losses to Tenant and City as their respective interest may appear; provided that during the period of any construction, any builder's risk insurance carried pursuant hereto may provide for payment to the contractor, as its interest may appear. All proceeds from any such insurance shall be used to repair or restore such destruction or damage or to reimburse either of the Parties for expenditures made or incurred in such restoration or repair.

5.7 Use of Proceeds. Proceeds of liability and property damage insurance required under this Section shall be applied toward extinguishing, satisfying or remedying the liability, loss or damage with respect to which such proceeds may be paid.

5.8 Waiver of Subrogation. Each Party hereto waives all claims for recovery from the other Party for any loss or damage to any of its property on the Premises insured under valid and collectible insurance policies to the extent of any recovery collected from such policies. The Parties agree that all material insurance policies shall be endorsed with a clause which waives subrogation against the other Party.

6. INDEMNIFICATION.

6.1 Tenant's Indemnification. Tenant will indemnify, defend and hold City harmless from and against any and all claims, demands, liability and expenses (including reasonable attorneys fees incurred in connection with any such claim, demand or action) in connection with the loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the Premises, or the occupancy of Tenant or any of Tenant's agents, employees, licensees, guests, invitees or contractors. This indemnity shall not apply to damages resulting solely from the gross negligence of City, unless covered by insurance required to be carried by Tenant.

6.2 City's Indemnification. City agrees to indemnify and hold harmless Tenant from any and all claims for injury or property damage that arise out of the negligence or omissions of City's employees, agents, contractors, or officers, arising out of this Lease. This includes the payment of reasonable attorney's fees incurred in the defense of any such claims or damages.

7. TAXES AND IMPACT FEES.

7.1 Taxes. Tenant shall pay before delinquency any and all taxes levied or assessed against or by reason of personal property owned by Tenant and located in, on or about the Premises and all applicable taxes levied or assessed by any government body as the result of Tenant's construction on or operations on the Premises. All such taxes and assessments for partial years shall be apportioned and adjusted on a time basis.

7.2 Impact Fees. Tenant shall be liable and agrees to pay any impact fees which may be imposed or assessed against the Premises or upon any improvements hereon.

7.3 Protest. Tenant shall have the right at its own cost and expense to contest the amount or validity of any such tax or assessment and to bring or defend any actions involving the amount or validity of any such tax or assessment in its own name or in the name of City; provided that, if unsuccessful, Tenant shall pay and discharge any such tax or assessment so contested, together with any penalties, fines, interest, costs and expenses, including reasonable attorneys' fees, that may result from any such action by Tenant.

8. CONSTRUCTION OF IMPROVEMENTS.

8.1 Compliance with Applicable Rules. All construction of improvements shall comply with all applicable laws, regulations, and ordinances, whether federal, state or local. Any improvements constructed on the Premises during the Initial Term or an Extension Term shall become the property of the City at the end of such Initial Term or Extension Term, or upon any earlier termination of the Lease.

8.2 Approval of City. Tenant shall not construct or substantially alter or modify any buildings, structures, or other improvements on the Premises without the City's prior written approval of its plans and specifications, which approval will not be unreasonably withheld. Items of normal repair and maintenance and minor alterations and modifications need not be submitted to City for approval. Tenant shall provide the Architect's contract, Design Phase Services contract, and proposed Construction contract for the proposed facility to the City prior to the commencement of construction of the facility and related improvements.

8.3 Completion of Construction. Tenant intends to construct Phase 1 of its facility and related improvements for occupancy and commencement of educational programs on or before August 1, 2028 ("Completion Date") as more specifically described in Exhibit B, attached hereto and incorporated herein by reference. Upon signature of this Lease, Tenant will diligently pursue construction of Phase 1 of the facility. If Tenant fails to substantially complete Phase 1 within 180 days of Completion Date, this failure shall be considered a default by Tenant unless the failure to complete is for reasons beyond Tenant's reasonable control.

Tenant intends to construct Phase 2 of its facility and related improvement for occupancy

on or before August 1, 2031, as more specifically described in Exhibit B. Upon completion of Phase 1, Tenant will diligently pursue construction of Phase 2 of the facility. Tenant's failure to construct Phase 2 will not be considered a default by Tenant.

8.4 Title to Alterations and Improvements. Title to all improvements and alterations on the Premises shall vest in City upon the expiration of this Lease, and Tenant agrees to execute and deliver to City, within thirty (30) days after City's request therefore, a quit-claim deed or other reasonably necessary documentation confirming that title to such improvement and alterations is vested in City.

8.5 Permit Required. Tenant shall be responsible for determining whether it is subject to local building codes or building permit requirements, and for compliance with them to the extent they are applicable. All structural, electrical, plumbing or mechanical construction or reconstruction shall conform to City of Maricopa construction and technical codes. No such work shall be commenced without first submitting required plans and obtaining required permits from the City. City agrees to use its best efforts to expedite the permit approval process. All such work shall be permitted, inspected and approved by the City prior to concealment or use.

8.6 Damage or Destruction. In the event of damage to or destruction of the building(s) on the Premises, Tenant shall give City and any leasehold mortgagee notice thereof. If the building(s) should be rendered untenable by fire or other casualty to the extent of fifty percent (50%) or more of the replacement cost of said building(s), Tenant shall, within one (1) year following occurrence of such damage or destruction, restore or rebuild such building(s) to substantially the same condition as existed prior to such damage or destruction.

8.7 Mechanics' Liens; Payment Bond. Tenant shall promptly pay all entities supplying labor or materials in connection with any construction on the Premises and shall keep the Premises free and clear of liens and claims of lien. Tenant shall, in addition, prior to commencement of any construction, require the contractor to provide a labor and materials payment bond in the full contract amount to protect claimants supplying labor and materials in connection with the construction. The bond shall comply in all respects with the requirements of Arizona law and related regulations applicable to school construction.

8.8 Early Termination Reimbursement for Costs of Improvements.

(a.) If either Party terminates the Lease in accordance with the provisions of Paragraph 2.3 hereof, and provided Tenant is not in default under the Lease, City shall reimburse Tenant its actual cost for the design and construction of the building and other improvements placed on the Premises by Tenant, in accordance with the Facility Depreciation Schedule attached hereto as Exhibit C.

(b) No later than thirty (30) days after a Certificate of Occupancy is issued by City to Tenant, the Parties shall execute a Certificate of Actual Costs which shall set forth Tenant's

actual cost for the design and construction of the building and other improvements placed on the Premises by Tenant and which amount shall be binding on the Parties for purposes of this Lease. In the event the Parties cannot agree on the amount of Tenant's actual costs, the Parties' respective Boards shall mutually determine the amount of Tenant's actual costs.

(c) In the event that the building is incomplete or damaged, the amount to be paid shall be adjusted as appropriate based on the agreement of the Parties or pursuant to arbitration or litigation as necessary. Neither this section nor any other provision of this Lease shall be construed to create rights for or be enforceable by third Parties.

9. UTILITIES. Tenant shall, at no cost or expense to City, provide any and all utilities including, but not limited to, electrical, water and sewer lines and connections that are needed in connection with any buildings, structures or other improvements placed on the Premises by Tenant and shall be responsible for the maintenance of such utilities, lines and connections.

10. MAINTENANCE BY TENANT. Tenant shall, at no expense to City, maintain the Premises and all improvements located thereon in a neat, clean, safe condition, free of weeds, trash, and debris, and in a manner that is compatible with all other nearby properties, and in compliance with all applicable laws, rules, regulations and orders. The standards of upkeep, maintenance and repair of utility systems, buildings and the Premises shall in any event be not less than the standards followed by City for similar buildings and premises devoted to the same or similar use. City reserves the right to enter upon the Premises as necessary to inspect apparent maintenance deficiencies and Tenant shall work cooperatively with the City to remedy any deficiencies identified upon inspection.

11. HAZARDOUS SUBSTANCES.

11.1 Tenant shall not cause or permit any Hazardous Substance to be spilled or released in, on, under or about the Premises (including through the plumbing or sanitary sewer system) and shall promptly, at Tenant's expense, take all investigatory and/or remedial action reasonably recommended, whether or not formally ordered or required, for the cleanup of any contamination of, and for the maintenance, security and/or monitoring of the Premises or neighboring properties, that was caused or materially contributed to by Tenant or pertaining to or involving any Hazardous Substance brought onto the Premises during the term of this Lease, by or for Tenant, or any third Party.

11.2 If Tenant knows, or has reasonable cause to believe, that a Hazardous Substance has come to be located in, on under or about the Premises, other than as previously consented to by City, Tenant shall immediately give written notice of such fact to City, and provide City with a copy of any report, notice, claim or other documentation which it has concerning the presence of such Hazardous Substance.

11.3 Tenant shall indemnify, defend and hold City, its agents, employees, lenders

and harmless from and against any and all loss of Rents and/or damages, liabilities, judgments, claims, expenses, penalties, and attorneys' and consultants' fees arising out of or involving any Hazardous Substance brought onto the Premises by or for Tenant or any third party (provided, however, that Tenant shall have no liability under this Lease with respect to underground migration of any Hazardous Substance under the Premises from areas outside of the Premises). Tenant's obligations shall include, but not be limited to, the effects of any contamination or injury to person, property or the environment created or suffered by Tenant, and the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease. No termination, cancellation or release agreement entered into by City and Tenant shall release Tenant from its obligations under this Lease with respect to Hazardous Substances, unless specifically so agreed by City in writing at the time of such agreement.

11.4 City and its successors and assigns shall indemnify, defend, reimburse and hold Tenant, its employees and lenders, harmless from and against any and all environmental damages, including the cost of remediation, which existed as a result of Hazardous Substances on the Premises prior to the initial Lease term or which are caused by the negligence or willful misconduct of City, its agents or employees. City's obligations shall include, but not be limited to, the cost of investigation, removal, remediation, restoration and/or abatement, and shall survive the expiration or termination of this Lease.

11.5 Notwithstanding anything herein to the contrary, if, at any time during the term of this Lease, City is required by any governmental agency, after all appeals are exhausted, to investigate, remove, remediate, restore and/or abate with respect to any Hazardous Substance on the Premises at a cost to City that exceeds three months then current Base Rent, then City shall have the right to terminate this Lease upon sixty (60) days prior written notice to Tenant.

11.6 The term "Hazardous Substance" as used in this Lease shall mean any product, substance, or waste whose presence, use, manufacture, disposal, transportation, or release, either by itself or in combination with other materials expected to be on the Premises, is either: (i) potentially injurious to the public health, safety or welfare, the environment or the Premises, (ii) regulated or monitored by any governmental authority, or (iii) a basis for potential liability of City to any governmental agency or third party under any applicable statute or common law theory. Hazardous Substances shall include, but not be limited to, hydrocarbons, petroleum, gasoline, and/or crude oil or any products, by-products or fractions thereof. Tenant shall not engage in any activity in or on the Premises which constitutes a Reportable Use (as hereinafter defined) of Hazardous Substances without the express prior written consent of City. Reportable Use shall mean (i) the installation or use of any above or below ground storage tank, and (ii) the generation, possession, storage, use, transportation, or disposal of a Hazardous Substance that requires a permit from, or with respect to which a report, notice, registration or business plan is required to be filed with, any governmental authority. Notwithstanding the foregoing, Tenant may use any ordinary and customary materials reasonably required to be used in the normal course of the approved use, so long as such use is not a Reportable Use, and does not expose the

Premises or neighboring property to any meaningful risk of contamination or damage or expose City to any liability therefor. In addition, City may condition its consent to any Reportable Use upon receiving such additional assurances as City reasonably deems necessary to protect itself, the public, the Premises and/or the environment against damage, contamination, injury and/or liability, including, but not limited to, the installation (and removal on or before Lease expiration or termination) of protective modifications (such as concrete encasements) and/or increasing the Security Deposit.

12. SUBLETTING AND ASSIGNMENT.

12.1 Subletting and Assignment. Tenant shall not have the right to sublet or assign all or any part of the Premises without the written approval of City. City shall not unreasonably withhold approval of a sublease by Tenant to groups or individuals who would otherwise be qualified to rent similar public facilities for purposes consistent with Tenant's use of the facility for educational purposes. For purposes of this Lease, Tenant's allowing occasional use of its facilities under the authority of A.R.S. § 15-1105 shall not be deemed subletting.

12.2 Continuing Responsibility of Tenant. In the case of a complete assignment or sublease of the entire Premises it shall provide that the subtenant or assignee assumes and agrees to perform all of the terms, covenants and agreements which Tenant has agreed to perform under this Lease, and that Tenant's subtenant or assignee shall become jointly and severally liable with Tenant, or any successor in interest of Tenant, for the performance of the terms and covenants of this Lease. A sublease for less than the entire Premises shall recite that it is subject and subordinate to all the terms and provisions of this Lease. Neither the execution of such sublease or assignment nor the acceptance of rent by City from Tenant's subtenant or assignee shall release or in any manner affect Tenant's liability to City hereunder.

13. CITY REMEDIES ON DEFAULT.

13.1 Events of Default. Tenant shall be in default under this Lease upon the occurrence of any of the following (Tenant Events of Default):

A. Tenant shall fail to pay when due any installment of rent payable pursuant to this Lease within ten (10) days of written notice that the rent payment has not been received. Notwithstanding the foregoing, in the event Tenant fails to pay when due any installment of rent solely for the reason that the State Legislature has not released educational funding, Tenant shall have up to ninety (90) days to pay rent commencing the first month of the fiscal year, provided, however that Tenant shall pay all rent due and owing within ten (10) days of Tenant's receipt of its educational funding.

B. Tenant or any of Tenant's agents or employees use Premises for any unlawful or illegal purpose.

C. Tenant shall fail to observe or perform any other covenant, agreement or obligation hereunder and such failure shall not be remedied within thirty (30) days (or such additional time as is reasonably required to correct any such failure, if Tenant has instituted corrective action and is diligently pursuing the same) after City shall have given Tenant written notice specifying which covenant, agreement or obligation Tenant has failed to observe or perform.

D. There is commenced by or against Tenant any case under the Bankruptcy Code (Title XI of the United States Code) or any other bankruptcy, arrangement, reorganization, receivership, custodianship or similar proceeding under any federal, state or foreign law, and with respect to any such case or proceeding that is involuntary, such case proceeding is not dismissed with prejudice within sixty (60) days of such filing.

E. Tenant makes a general assignment for the benefit of creditors or applies for, consents to, or acquiesces in the appointment of a trustee, receiver, or other custodian for Tenant or the property of Tenant or any part thereof, or in the absence of such application, consent, or acquiesces, a trustee, receiver or other custodian is appointed for Tenant or the property of Tenant or any part thereof, and such appointment is not discharged within sixty (60) days.

F. Any action is commenced against Tenant to foreclose any lien or mortgage or other rights of Tenant in or to the Premises.

G. Tenant abandons, deserts or vacates the Premises for thirty (30) consecutive days or more. Parties acknowledge that the facility may not be actively used during times when classes are not in session.

H. Tenant fails to substantially complete construction as set forth in section 8.3 above.

13.2 Remedies of City. If Tenants shall be in default hereunder as set forth above, the City may exercise any of the following remedies.

A. Termination. City may, at its election, give Tenant written notice of its intention to terminate this Lease on a date which shall not be earlier than the end of the then-current semester unless the City is subject to irreparable harm, in which case the date shall not be earlier than thirty (30) days after such notice is given. If all defaults have not been cured on or before the date specified in the notice, Tenant's rights to possession of the Premises shall cease, and the Lease shall terminate. Any such termination must be express, and neither notice to pay rent or to deliver up possession of the Premises given pursuant to law, nor any proceeding instituted by City, nor the failure by Tenant for any periods of time to pay any of the rent herein reserved, shall of itself operate to terminate this Lease.

(1) Damages. Notwithstanding the termination of this Lease or any re-entry by City upon such termination, Tenant shall continue to be liable for and City shall be entitled to recover as damages:

(a) the sum of all rent that is due and owing as of the date of termination and all other sums then owing by Tenant hereunder;

(b) all rent that would otherwise continue to accrue during the remaining term hereof or, at the election of City, the discounted present value of the sum of all rentals remaining to be paid for the remaining term of this Lease, calculated by the City in its reasonable discretion, but not to exceed one full year of rental payments from the date Tenant vacates the Premises; and

(c) the reasonable costs incurred by City in re-letting the Premises and the reasonable costs to City necessary to place the Premises in condition for re-letting. Tenant reserves the right to an audit.

(2) Credit. Any rent, income, receipts, profits or other monies received or delivered by City from any re-letting or other use of the Premises after the termination of this Lease shall, so long as Tenant shall continue to be liable for the payment of rent hereunder, be credited against such rent as received and collected.

13.3 Remedies Cumulative. All rights, options and remedies of City contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and City shall have the right to pursue any one or all of such remedies or any other remedy of relief which may be provided by law, whether or not stated in this Lease (including but not limited to any right of self help or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs).

13.4 No Waiver. No waiver of any Tenant Event of Default of Tenant hereunder shall be implied from any acceptance by City of any rent or other payments due hereunder or any omission by City to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect a Tenant Event of default in a manner other than as specified in said waiver. The consent or approval by City to or of any act by Tenant requiring City's consent or approval shall not be deemed to waive or render unnecessary City's consent or approval to or of any subsequent similar acts by Tenant.

13.5 Notice. Any default notice tendered to Tenant hereunder shall be given as provided in section 20 below.

14. TENANT REMEDIES ON DEFAULT.

14.1 Landlord Events of Defaults. The City shall be in default under this Lease upon

the occurrence of any of the following (Landlord Events of Default):

A. The Tenant is unable to use or exercise, for a period of thirty (30) consecutive days, any portion of the Premises, rights, licenses, services or privileges of Tenant granted hereunder because of any law, rule, regulation or other action or failure to act on the part of any United States governmental authority having jurisdiction thereof.

B. The City in the performance of any covenant or agreement herein required to be performed by City and fails to remedy such default for a period of thirty (30) days after receipt of written request or demand from Tenant to remedy the same.

14.2 Termination. Tenant may terminate this Lease at any time upon thirty (30) days written notice to City upon or after the happening of any Landlord Event of Default, provided that if the reason for such termination ceases to exist prior to the effective date of such termination, then the right to terminate for such reason shall cease.

14.3 No Waiver. No waiver by Tenant of City's default of any of its obligations hereunder shall be construed to be or act as a waiver by Tenant of any subsequent default by City.

14.4 Remedies Cumulative. All rights, options and remedies of Tenant contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and Tenant shall have the right to pursue any one or all of such remedies or any other remedy of relief which may be provided by law, whether or not stated in this Lease (including but not limited to any right of self-help or similar remedy in order to minimize any damages, expenses, penalties and related fees or costs).

15. DISPUTE RESOLUTION AND MEDIATION

Neither Party shall commence any litigation in any court concerning a dispute arising out of or related to this lease unless such Party shall first give a written notice to the other Party setting forth the nature of the dispute. If the Parties cannot resolve the dispute between themselves, the Parties agree that there shall be a sixty (60) day moratorium on litigation during which time the Parties will agree to attempt to settle the dispute by non-binding mediation. The matter in dispute shall be submitted to a mediator mutually selected by the City and the Tenant. In the event that the Parties cannot agree upon the selection of a mediator within ten (10) days, the Parties shall request that the presiding judge for the Superior Court in and for the County of Pinal, State of Arizona, assign a mediator from a list of mediators maintained by the American Arbitration Association or similar association. If the dispute has not been resolved by mediation as provided above within sixty (60) days after delivery of the dispute notice, then either Party may proceed to arbitration or litigation. The cost of such mediation shall be divided equally between the City and Tenant.

Notwithstanding the above, the duty to mediate disputes hereunder shall not prevent a Party from seeking preliminary judicial relief if such action is necessary to avoid irreparable damage during the pendency of the mediation.

16. SURRENDER OF POSSESSION, CONDITION OF PREMISES

16.1 Surrender. Upon the expiration or earlier termination of this Lease or any extensions thereof, all rights herein granted to Tenant shall cease and terminate and Tenant shall forthwith surrender the Premises to City. Any holding over by Tenant without the express authorization of City shall be treated as a tenancy from month-to-month, at a rental rate equal to the monthly rent last in effect, payable on the first day of each month, and City shall retain all remedies under this Lease and rights under the law for removal of Tenant from the Premises.

16.2 Good Condition. The Premises shall be returned to City in as good condition as at the time of occupancy by Tenant, except as otherwise provided in this Lease, ordinary wear and tear accepted.

16.3 Removal of Property. Not later than sixty (60) calendar days after such expiration or termination, Tenant may remove any and all personal property, including portable buildings, signs, trade fixtures, machinery and equipment from the Premises; provided, however, that Tenant shall repair any damage caused by such removal. Upon failure of Tenant to so remove such personal property within said sixty (60) calendar day period, title thereto shall vest in City and City shall have the right and option to remove the same, restore the Premises and recover from Tenant the cost and expenses of doing so.

17. EMINENT DOMAIN. If the whole or any substantial part of the Premises shall be taken by any paramount public authority under the power of eminent domain, then the term of this Lease shall cease as to the part taken from the day when the possession of that part shall be taken for any public purpose, and from that day Tenant shall have the right either to cancel this Lease or to continue in the possession of the remainder of the Premises under the terms provided here. All damages awarded for this taking and attributable to the value of the building and improvements shall be shared so that Tenant will receive the same percentage of the award as the percentage of cost for design and construction Tenant would have received from City under Section 8.8. However, City shall not be entitled to any portion of the award made for loss of use by Tenant.

18. ENTRY UPON PREMISES. City may enter upon the Premises at any reasonable time, for any purpose necessary, incidental to or connected with the exercise of its governmental functions, or to inspect the Premises for compliance with all applicable laws and rules and regulations or to prevent waste, loss or destruction.

19. QUIET ENJOYMENT. City covenants that Tenant, upon paying the rent set forth in Paragraph 3 herein and upon the due performance of all the terms, covenants, conditions and agreements herein contained on Tenant's part to be kept and performed, shall have, hold and enjoy the Premises free from molestation, eviction, or disturbance by City, or by any other

person or persons lawfully claiming the same, and that City has good right to make this Lease for the full term granted, including renewal periods.

20. MISCELLANEOUS.

20.1 Notices. Any notice required or permitted under the terms of this Lease or otherwise shall be in writing and delivered personally, or delivered by United States certified mail, return receipt requested, postage prepaid, addressed as follows (or any other address that the Party to be notified by have designated to the sender by like notice):

CITY: City of Maricopa
39700 W Civic Center Plaza
Maricopa, AZ 85138
Attn: Benjamin Bitter, City Manager

TENANT: Central Arizona Valley Institute of Technology
1789 W. Coolidge Avenue
Coolidge, Arizona 85128
Attn: Mike Glover, Superintendent

Notice by certified mail shall be deemed served three (3) days after mailing.

20.2 Successors and Assigns Bound. All the terms, covenants and conditions of this Lease shall extend to and bind the successors and assigns of the respective Parties hereto.

20.3 Article Headings. The article headings contained herein are for convenience and reference and are not intended to define or limit the scope of any provisions of this Lease.

20.4 Severability. If any term or condition of this Lease shall be deemed to be invalid or unenforceable, all other terms and conditions shall remain in full force and effect.

20.5 Applicable Law; Venue. The terms and conditions of this Lease shall be interpreted in accordance with the laws of the State of Arizona. The Parties agree that the Pinal County Superior Court shall be the proper place for venue in connection with any litigation initiated hereunder. The Parties hereby waive all provisions of law providing for a change of venue in such proceeding to any other County.

20.6 Construction of Lease. City and Tenant agree that each Party and its counsel have reviewed and revised this Lease and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Lease. No remedy or election given by any provisions of this Lease shall be deemed exclusive unless so indicated, but each shall, whenever possible, be cumulative with all other remedies in law or equity. Each provision hereof shall be deemed both a covenant and a condition and shall run with the land for the duration of the leasehold term or any extensions thereof. Whenever the

content of any provision shall require it, the singular number shall be held to include the plural number and vice versa. The form of this Lease contemplates that Tenant will be entities and not one or more natural persons. If Tenant is one or more natural persons, then all pronouns referring to Tenant shall be deemed to be appropriately changed to fit those circumstances

20.7 Attorneys' Fees. Should either Party hereto breach any term of this Lease, the prevailing Party shall be entitled to recover from the opposing Party all reasonable attorney's fees and other costs and fees incurred by enforcing this Lease or preparing for legal or other proceedings, whether or not said proceedings are instituted. In the event a lawsuit or other proceeding is brought by either Party based on this Lease or breach thereof, the prevailing Party shall recover the prevailing Party's reasonable attorney's fees and other costs and fees incurred by the prevailing Party in enforcing this Lease.

20.8 Entire Agreement. This Lease, including the exhibits, constitutes the entire agreement between the Parties pertaining to the subject matter hereof. This Lease supersedes all prior agreements, written or oral, with respect to the subject matter of this Lease. This Lease may be modified only by a written instrument signed by both Parties hereto.

20.9 Time of the Essence. Time is of the essence in the performance of the Parties' obligations set forth in this Lease.

20.10 Subordination. This Lease shall be subject and subordinate to all existing and future liens and encumbrances against the Premises on behalf of the City. Tenant's obligation to subordinate this Lease to any mortgage or other interest shall be conditioned upon Tenant's receipt from such Party requesting subordination a non-disturbance agreement in a form satisfactory to Tenant, City and lender substantially to the effect that no steps or proceedings taken by reason of City's default under such mortgage or encumbrance shall terminate this Lease nor shall Tenant be named a defendant in any proceedings for foreclosure of such mortgage or be disturbed by virtue of such step or proceedings as long as there shall be no default by Tenant under the provisions of this Lease. Tenant shall attorn to such mortgage or holder of such encumbrance as successor City under this Lease and agrees to execute an attornment instrument in a form satisfactory to Tenant, City, and lender.

20.11 Relationship of Parties. The relationship of the Parties hereto is solely that of Landlord/Tenant of an interest in real estate, and it is expressly understood and agreed that this Lease is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between City and Tenant

20.12 Waiver. No waiver of any provision of this Lease shall be deemed a waiver of any other provision, nor shall the waiver of any of the terms and conditions constitute a continuing waiver of the particular term or condition.

20.13 Conflict of Interest. This Lease is subject to the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the Parties have executed and acknowledged this Lease as of the date first written above.

TENANT:

Central Arizona Valley Institute of Technology,
a career technological education school district
and political subdivision of the State of Arizona

By: _____
Its: _____

Jessica S. Sanchez, Udall Shumway

CAVIT School Attorney

CITY:

City of Maricopa,
an Arizona municipal corporation

Nancy Smith, Mayor

ATTEST:

APPROVED AS TO FORM:

Vanessa Bueras, MMC
City Clerk

City Attorney

Exhibit A
The Premises

Exhibit B **Facility**

Campus Specifics

- Phase 1 – 20-30 parking spaces – majority of students will receive school transportation to the Maricopa campus
- Phase 1 – 2,000sf front office – Receptionist, Administrator, Counselor, Janitor
- Phase 1 – 6,000sf classroom space – CTE classrooms with lab areas
- Phase 2 (2-3 years after Phase 1) – 6,000sf classroom space – CTE classrooms with lab areas
- Building height – 24-26’

Exhibit C
Facility Depreciation Schedule

Lease Year	Fiscal Year	Percentage Reimbursed
1	2025-26	100
2	2026-27	96
3	2027-28	92
4	2028-29	88
5	2029-30	84
6	2030-31	80
7	2031-32	76
8	2032-33	72
9	2033-34	68
10	2034-35	64
11	2035-36	60
12	2036-37	56
13	2037-38	52
14	2038-39	48
15	2039-40	44
16	2040-41	40
17	2041-42	36
18	2042-43	32
19	2043-44	28
20	2044-45	24
21	2045-46	20
22	2046-47	16
23	2047-48	12
24	2048-49	8
25	2049-50	4

BENCHMARK

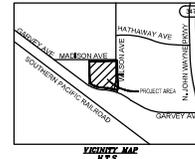
AN ELEVATION OF 1173.0 WAS HELD ON A FOUND BRASS CAP IN HANDHOLE LOCATED ON A FOUND YIELD MONUMENT, DVT227 AS SHOWN HERE.

REFERENCE DOCUMENTS

- (R1) SPECIAL WARRANTY DEED, AS RECORDED IN FEE NUMBER 2020-005763, FINAL COUNTY RECORDER, (P.C.)
- (R2) RECORD OF SURVEY, AS RECORDED IN FEE NUMBER 2019-034749, FINAL COUNTY RECORDER, (P.C.)
- (R3) RECORD OF SURVEY, PARCEL COMBINATION FOR MARICOPA DOMESTIC WATER IMPROVEMENT DISTRICT, AS RECORDED IN FEE NUMBER 2017-071165, FINAL COUNTY RECORDER, (P.C.)

TOPOGRAPHIC SURVEY

A PORTION OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST, AS SHOWN IN SPECIAL WARRANTY DEED, DOCUMENTED IN FEE NUMBER 2020-005763, FINAL COUNTY RECORDER'S OFFICE, (P.C.R.), SITUATE IN THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST, OF THE GILA AND SALT RIVER MERIDIAN, FINAL COUNTY, ARIZONA.



CURVE TABLE

CURVE	LENGTH	RADIUS	DELTA	CHORD BRG.	CHORD LENGTH
C1	95.76	44620	7°54.42'	N74°29'33"W	94.71
C2	216.29	181540	7°41.98'	N87°14'27"W	212.62
C3	245.23	49820	29°24.98'	N11°22'42"W	237.60

Point Table

Point #	Elevation	Northing	Easting	Description
1	1167.27	749965.39	657912.50	HV1
2	1168.64	749966.65	658411.78	HV2
3	1168.77	749423.65	658418.28	HV3
4	1168.28	749429.51	658118.86	HV4
5	1168.37	749483.24	657920.79	HV5
6	1167.68	749897.46	658118.87	HV6

A MODIFIED PLANE COORDINATE SYSTEM WAS UTILIZED TO OBTAIN GROUND DISTANCES. PROJECTED BY A TARGETED PLANE METHOD FROM THE ARIZONA COORDINATE SYSTEM, 1983, CENTRAL ZONE, BY A COMBINED FACTOR (2-D SCALE FACTOR MULTIPLIED BY ELEVATION FACTOR) OF 1.0001498, ORIGINATING FROM POINT: FINAL COUNTY CONTROL POINT 403187, NORTHING (Y): 748,640,089, EASTING (X): 659,762,3457.

BASE OF BEARINGS SOUTH 89°48'13" WEST ALONG THE SOUTH MONUMENT LINE OF THE SOUTHEAST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST.

LAND SURVEYOR'S CERTIFICATION

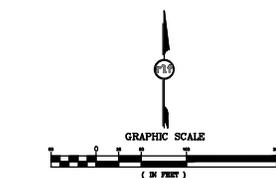
I HEREBY CERTIFY THAT THE SURVEY AND PLAT OF THE PREMISES DESCRIBED HEREON WERE MADE UNDER MY DIRECTION AND THE PLATS ARE CORRECT AND ACCURATE AND THE FOUND MONUMENTS SHOWN HEREON HAVE BEEN LOCATED AND ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BY: *Michael F. Dondren*
MICHAEL F. DONDREN
REGISTERED LAND SURVEYOR # 35113

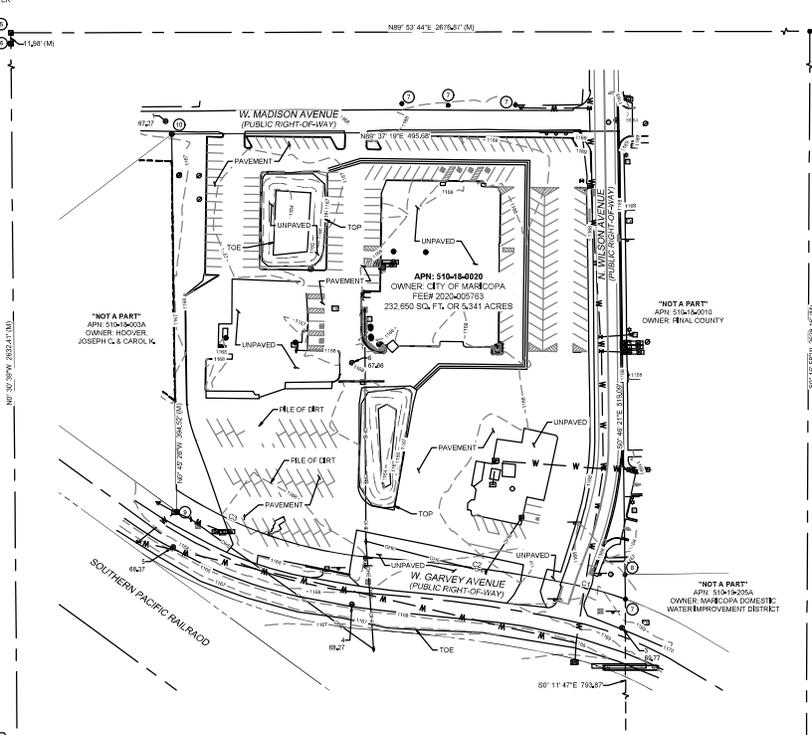
DATE: 08/27/2021

LEGEND

- FOUND 1/2" IN REBAR, NORTHEAST CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND 1/2" BRASS CAP IN HANDHOLE, SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND 1/2" BRASS CAP, SOUTH QUARTER CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND 1/2" BRASS CAP, 1422 FT WEST OF THE SOUTH QUARTER CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND CITY OF MARICOPA BRASS CAP IN HANDHOLE, NORTHWEST CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND CITY OF MARICOPA BRASS CAP IN HANDHOLE, 1126 FT SOUTH OF THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER, SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST
- FOUND 1/2" IN REBAR
- FOUND 1/2" IN REBAR, TAG LIGULE
- FOUND 3" IN ALUMINUM CAP STAMPED HANSEN ENGINEERING LS 17258
- FOUND 2" IN ALUMINUM CAP STAMPED HANSEN ENGINEERING
- ELECTRIC METER
- ELECTRICAL PULL BOX
- POWER POLE
- DOWN GUY
- TELEPHONE PEDESTAL
- REAR DRIVE WHEEL
- MISCELLANEOUS GAS PIPE
- SAFETY SEWER MANHOLE
- WATER VALVE
- BACKFLOW PREVENTER
- POST
- MISCELLANEOUS WATER SERVICE
- PIPE LINE
- AERIAL CONTROL POINT
- PROPERTY LINE
- ADJACENT PROPERTY LINE
- HAYWARDWAY LINE
- MONUMENT LINE
- CENTERLINE
- PARKING STRIP
- CHAIN LINK FENCE
- OVERHEAD ELECTRIC LINE
- WATER LINE



BASE OF BEARING
SOUTH 89°48'13" WEST ALONG THE SOUTH MONUMENT LINE OF THE SOUTHWEST QUARTER OF SECTION 21, TOWNSHIP 4 SOUTH, RANGE 3 EAST. PROJECTED FROM THE U.S. STATE PLANE HAZARD COORDINATE SYSTEM AND STATE PLANE COORDINATE ZONE CENTRAL, DETERMINED BY GPS OBSERVATIONS COLLECTED DURING THIS SURVEY.



CONSULTING ENGINEERS
MICHAEL F. DONDREN
REGISTERED LAND SURVEYOR # 35113

DATE: 08/27/2021

SECTION: 21
TOWNSHIP: 4 S
RANGE: 3 E

09009142

SCALE: 1" = 50'

SHEET 1 OF 2



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

INVITATION FOR BIDS
IFB -25OEO-08302025
Sale or Lease of Real Property for City of Maricopa
Maricopa, Arizona

INTRODUCTION

The City of Maricopa will accept competitive sealed bids from an experienced and proven development team for the purchase or lease and development of all or a portion of the Real Property generally located at the Southwest corner of W Madison Avenue and N Wilson Avenue, Maricopa, Pinal County, Arizona to the email address until the date and time detailed below. Bids shall be delivered electronically and shall be in the actual possession of the City on or prior to the exact date and time indicated below. Late bids shall not be considered until the next review date, if any. Bids shall have the title of “IFB#25OEO-08302025/Sale or Lease of Real Property for the City of Maricopa, Maricopa, Arizona” and the Offeror’s name and address clearly indicated in the body of the email. Offerors are strongly encouraged to carefully read the entire Invitation for Bids.

Initial Review Due Date:	September 20, 2025
Subsequent Review Due Dates:	Every other Thursday after the Initial Review Due Date as needed
Review Time:	2:00:00 PM (Arizona Time)
Contact:	Joshua Nkoom, Ph.D., Economic Development Project Manager
E-Mail:	realestate@maricopa-az.gov
Mailing Address:	39700 W. Civic Center Plaza, Maricopa, AZ 85138

CITY OF MARICOPA
 INVITATION FOR BIDS # 25OEO-08302025

OFFER

To the City of Maricopa: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a bid that contains all terms, conditions, specifications, and amendments in the Notice of Invitation for Bids issued by the City. Any exception to the terms contained in the Notice of Invitation for Bids must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with the Terms and Conditions contained in the Invitation for Bids package issued by the City.

Arizona Transaction (Sales) Privilege Tax License Number: _____	For clarification of this offer contact: Name: _____ Email: _____
Federal Employer Identification Number: _____	Telephone: _____ Cell Phone: _____
_____ Company Name	_____ Authorized Signature for Offer
_____ Address	_____ Printed Name

INSTRUCTIONS TO OFFEROR

1. PREPARATION OF BID:

- a. Telegraphic (facsimile), or Mailgram bids will not be considered.
- b. The offer document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modification in the bid shall be initialed in original ink by the authorized person signing the Offer.
- d. If price is a consideration and in case of error of prices in the offer, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation for Bids* package and seek clarification of any item or requirement and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.
- g. Signatures. All bid responses are required to be signed by an authorized representative of the bidding entity. Bid responses received unsigned will not be accepted.

2. INQUIRIES: Any question related to the *Invitation for Bid* shall be directed via e-mail **no later than five (5) calendar days prior to the review due date**, to the person whose name appears on the front. Questions submitted after that period may not be answered due to time constraints. Any correspondence related to the *Invitation for Bid* should refer to the appropriate *Invitation for Bid ID*, page, and paragraph number. However, the Offeror shall not place the *Invitation for Bid ID* on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Invitation for Bid* due date and time.

3. BID FORMAT: A total of one (1) signed and sealed bid shall be attached in an email with the title of “IFB#25OEO-08302025 /Sale or Lease of Real Property for the City of Maricopa, Maricopa, Arizona” and the Offeror’s name and address clearly indicated in the body of the email.

4. DUE DATE AND TIME: Bidders must submit bids to the City on or before September 20, 2025, at 2pm to be considered as part of the initial review. Any bids submitted after will not be considered until the subsequent available review date, if any, until the entire property is sold.

5. WITHDRAWAL OF BID: At any time prior to the specified review due date and time, an Offeror (or designated representative) may withdraw the bid. Telegraphic (facsimile) or Mailgram bid withdrawals will not be considered.

6. AMENDMENT OF BID: Receipt of an IFB Amendment shall be acknowledged by signing and returning the original document prior to the specified bid due date and time or with the original submittal document.

7. EVALUATION OF BID:

The successful bid will be selected based on the following evaluated elements:

- (1) Proposed price per square foot¹ or lease terms.
- (2) Ability of offeror to design and implement a project that delivers youth and senior services that benefit the community, office, retail, and projects that complement adjacent developments.
 - a. Provide an overview of the development concept for purchasing or leasing the Property. Please estimate the square footage for each use, number of parking spaces, building height and other key pieces of information according to the anticipated use of the Property. Please also include an anticipated schedule including any project benchmarks (planning, design, and commencement of construction and completion of construction) and estimate the overall approximate project dollar value.
 - b. Description of the capability and knowledge of the offeror to design, entitle, finance, contract, and manage development in a timely manner.
 - c. Description and examples of other past successful projects similar to the offer.
 - d. Overview of other experience and knowledge relevant to the development and expansion of projects similar to the offer.

- 9. AWARD OF CONTRACT:** Notwithstanding any other provision of this *Invitation for Bid*, The City expressly reserves the right to:
- a. Waive any immaterial defect or informality, or
 - b. Reject any or all bids, or portions thereof, or
 - c. Reissue an Invitation for Bid

STANDARD TERMS AND CONDITIONS

1. **Certification:** By signature in the Offer section of the Offer Award Page, the Offeror certifies that:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Offeror shall not discriminate against any employee or applicant for employment in violation of the Federal Executive Order 11246.
 - c. The Offeror has not given, offered to give, or intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the Offeror may be debarred.
2. **Gratuities:** The City may, by written notice to the Offeror, cancel the resultant contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Offeror or any agent or representative of the Offeror, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to

¹ The proposed purchase price must be equal to or greater than the appraised price per square foot, as set forth in the appraisal report on page 16.

CITY OF MARICOPA
INVITATION FOR BIDS # 25OEO-08302025

the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event the City pursuant to this provision cancels the resultant contract, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of gratuity. Paying the expense of normal business meals, which are generally made available to all eligible city government customers, shall not be prohibited by this paragraph.

- 3. Applicable Law:** In the performance of the resultant contract, Purchaser shall abide by and conform to any and all laws of the United States, State of Arizona, and the City of Maricopa including but not limited to federal and state executive orders providing for equal opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to the contract.

The resultant contract shall be governed by the State of Arizona and suit pertaining to the contract may be brought only in courts in the State of Arizona.

The contract is subject to the provisions of ARS §38-511; the City may cancel the contract without penalty or further obligations by the City or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the City or any of its departments or agencies, is at any time while the contract or any extension of the contract is in effect, an employee of any other party to the contract in any capacity or a consultant to any other party of the contract with respect to the subject matter of the contract.

ARS §35-393.01; All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract.

- 4. Legal Remedies:** All claims and controversies shall be subject to resolution according to the terms of the City of Maricopa Procurement Code.
- 5. Contract:** The resultant contract between the City of Maricopa and the Offeror shall include the: (1) IFB, including instructions, all terms and conditions, specifications, attachments, and any amendments thereto, and (2) the offer submitted by the Offeror in response to the IFB. In the event of a conflict in language between the City and the Offeror, the provisions and requirements of the resultant contract shall govern. In event of a conflict in language between the IFB and the Contract, the provisions and requirements of the Contract shall govern. However, the City reserves the right to clarify in writing, any contractual terms with the concurrence of the Offeror, and such a written contract shall govern in case of conflict with the applicable requirements stated in the Contract or the Offeror's offer. The IFB shall govern in all other matters not affected by the written contract.
- 6. Terms of Sale:** The City will consider all terms of sale including, but not limited to, all cash, deferred payment, lease or other financial arrangements for payment. Bids to purchase that are not all cash must clearly state all of the terms of the sale or lease. The City has NO

information on the availability of private financing or on the suitability of this Property for financing.

7. **Bid Ambiguity:** Any ambiguity in the bid as a result of omission, error, lack of clarity or non-compliance by the Offeror with the specifications, instructions, and all conditions of bidding shall be construed in the favor of the City.
8. **Contract Applicability:** The Offeror shall substantially conform to the terms, conditions, specifications, and other requirements found within the text of this specific IFB. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this IFB or any resultant contract.
9. **Relationship to Parties:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Offeror is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Offeror should make arrangements to directly pay such expenses, if any.
10. **Indemnification:** Purchaser shall defend, indemnify, and hold City, its officers and employees harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including reasonable attorneys' fees, which arise out of, or is in any way connected with the property after closing.
11. **Force Majeure:** Except for payment for sums due, neither party shall be liable to the other not deemed in default under the resultant contract if and to the extent that such party's performance of the contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God: acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts; injunctions-intervention-acts, or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when such party is unable to prevent by exercising reasonable diligence.

The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with the resultant contract. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such

CITY OF MARICOPA
INVITATION FOR BIDS # 25OEO-08302025

notice shall be hand delivered or mailed *certificate-return receipt* and shall make specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the resultant contract.

12. **Liens:** The real property solicited shall be free and clear of all liens.
13. **Acceptable Bid:** An acceptable bid is one received from a responsible Bidder, whose bid, conforming to this IFB, will be most advantageous to the City.
14. **Bid Executed on Behalf of Bidder:** A bid executed by an attorney or agent on behalf of the Bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the Bidder.

If the Bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the Bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the City will NOT ordinarily require any further proof of the existence of the partnership. If all the partners do NOT sign the bid, then the names of all those except limited partners must be furnished on the bid and the City, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership. The name(s) and signature(s) of the designated Bidder(s) must be included on the Bidder Registration and Bid Form.

If the Bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate / Organization Bidder form may be used for this purpose.

15. **Notice of Acceptance or Rejection:** Notice by the City of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed, or e-mailed to the Bidder or their duly authorized representative at the fax phone number, mailing address, or e-mail address indicated in the bid. The processing of a registration deposit by the City shall not, in itself, constitute acceptance of the Bidder's offer. The City reserves the right to reject any or all bids or portions thereof for any reason.
16. **Backup Bidder:** In the event that the preferred bidder is unable to successfully complete the purchase of the Property, the next preferred bidder may be selected.

17. **Cost of Bid/Proposal:** The City shall not reimburse the cost of developing or providing any response to this IFB. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.

SPECIAL TERMS AND CONDITIONS

PURPOSE

The Purpose of these Special Terms and Conditions is to set forth the specific manner in which the sale of the described property shall occur.

1. Definitions:

- a. City. The term “City” as used herein refers to the City of Maricopa and is used interchangeably with “Grantor.”
- b. Property. The terms “Property” and “Site” as used herein refer to all or a portion of the property or properties described in the Property Description of this IFB.
- c. Purchaser. The term “Purchaser” as used herein refers to the Bidder whose bid the City accepts and is used interchangeably with “Offeror”, “Buyer” and “Grantee.”
- d. Bidder(s). The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property and is used interchangeably with “you.”
- e. Preferred Bidder. The term “Preferred Bidder” as used herein refers to the Bidder, whose bid conforms to the terms and conditions of the IFB and is determined by the City to be the most acceptable bid.
- f. Back-Up Bidder. The term “Backup Bidder” as used herein refers to the Bidder, whose bid conforms to the terms and conditions of the IFB and is determined by the City to be the most acceptable bid after the Preferred Bidder.
- g. Earnest Money. The term “Earnest Money” as used herein refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the City to fully execute and comply with all terms, conditions, covenants, and agreements contained in any contract resulting from the City’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the City for contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the City.

2. Description Provided in IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to City and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the City having custody over the Property, shall not constitute grounds or reason

CITY OF MARICOPA
INVITATION FOR BIDS # 25OEO-08302025

for nonperformance of the contract of sale, or claim by Purchaser for allowance, refund or deduction from the purchase price.

3. **Condition of Property:** The Property is offered for sale “AS IS” AND “WHERE IS” without representation or warranty, expressed or implied. The Purchaser, and Purchaser’s successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the City makes NO representations or warranty concerning the title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The City makes NO other agreement or promise to alter, improve, adapt or repair the Property NOT otherwise contained herein. Purchaser shall rely solely on its own due diligence and examination of the Property. Purchaser acknowledges that there will be NO claims or any allowances or deductions upon grounds that the Property is NOT in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An “As Is, Where Is” provision will be included in the Quitclaim Deed.
4. **Zoning:** The Property is subject to the jurisdiction of the City of Maricopa, Arizona and is currently zoned GR: General Rural Zone however the verification of the present general plan, zoning, or other development and/or use requirements shall be the responsibility of the Bidder; and the City makes no representation in regard to these matters. Any inaccuracies or changes in the zoning information shall not be cause for adjustment or rescission of any contract resulting from this IFB.
5. **Risk of Loss:** As of the date of conveyance, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, including but NOT limited to all buildings and other improvements located thereon, and assume all obligations and liabilities of ownership and NO claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.
6. **Taxes, Assessments and Other Costs:** As of the date of conveyance, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the City in lieu of taxes, which amount shall be prorated.
7. **Revocation of Bid and Default:** Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the City, all deposits made by the Purchaser, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the City.

In the event of (a) revocation of a bid prior to acceptance by the City, or (b) in the event of revocation of a bid after notice of acceptance, or (c) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (d) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the City in any acceptable form, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the City at the option

of the City as damages for breach of contract, in which event the Purchaser shall be relieved from further liability.

- 8. Liability of City:** If the City accepts a bid for the purchase of the Property and (a) the City fails for any reason to perform its obligations as set forth herein; or (b) title does NOT transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and able to close; or (c) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, City's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to City in connection with this sale without interest whereupon City shall have NO further liability to Purchaser.
- 9. Title Evidence:** Any Bidder, at its sole cost and expense, may procure any title evidence that the said Bidder desires. The City will, however, cooperate with the Purchaser or their authorized agent in this transaction, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and Property involved, as it may have available. It is understood and agreed that the City is not obligated to pay for any expense incurred in connection with title matters or survey of the property.
- 10. Title:** If a bid for the purchase of the Property is accepted, a Quitclaim Deed or a deed without warranty in conformity with local law and practice will convey the City's interest. The City does not pay for or provide title insurance.
- 11. Easements, Encroachments and Reservations:** The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein. Successful Bidder(s) shall honor existing easements, if any, for access and utility services.
- 12. Covenant against Contingent Fees:** The Purchaser warrants that he or she has not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the City the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.
- 13. Continuing Offers:** Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the close of the Bid Due Date until the bid is accepted or rejected by the

City. If the City desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the Bidder shall be obtained prior to such acceptance.

14. Tender of Payment and Delivery of Instrument of Conveyance: Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the City will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is sixty (60) calendar days after acceptance of the bid. Upon agreement by the City, the Purchaser may close the transaction prior to the sixty (60) calendar-day period.

On the closing date, the Purchaser shall tender to the Purchaser's Escrow Holder the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the City or that Purchaser's funds by check have been confirmed to the satisfaction of the City, the City shall deliver to the Purchaser the instrument, or instruments, of conveyance. Possession of the Property will be assumed by the Purchaser at the time of closing. The City reserves the right to extend the closing date for a reasonable amount of time.

15. Delayed Closing: Any change to the established closing date is subject to the written approval by the City. The City reserves the right to refuse a request for extension of closing. However, if the City grants an extension, the Purchaser may be required to pay either: (a) a liquidated damages assessment of \$200.00 per day; or (b) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the City. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest 1/8% as of the date of bid acceptance. The City may impose additional terms and conditions to grant an extension.

16. Closing Costs: All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, state and local law. All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

17. Authority: This solicitation as well as any resultant contract is issued under the authority of the City. No alteration of any resultant contract may be made without the express written approval of the City in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract. Any such action is subject to the

legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the bidder.

- 18. Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
- 19. Term of Contract:** The term of any resultant contract shall commence on the contract award by the City. The contract will be for a period necessary to complete the sale of the Property.
- 21. Bid Format:** A total of one (1) original bid shall be submitted in the format indicated in the Bid Format and Requirements section of the IFB.
- 22. Bid Opening:** Bids shall be opened at the time and place designated on the cover page of this document. After award of the contract, all bids and the evaluation documentation shall be available upon public record request.
- 23. Evaluation and Award:** The City of Maricopa shall evaluate the bids to determine the most advantageous bid submitted in a responsive manner from a responsible Offeror.
 - a. Disqualification: An Offeror (including each of its principals) who is currently debarred, suspended, or otherwise lawfully prohibited from any public procurement activity may have its bid rejected.
 - b. Clarifications: The City reserves the right to obtain Offeror clarifications where necessary to arrive at full and complete understanding of the Offeror's product, service and/or solicitation response. Clarification means a communication with an Offeror for the sole purpose of eliminating ambiguities in the Bid and does not give the Offeror an opportunity to revise or modify its bid.
- 24. Confidential Information:**
 - a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the City of this fact shall accompany the submission and the information shall be identified.
 - b. The information identified by the person as confidential shall not be disclosed until the Finance Director makes a written determination.
- 25. Confidentiality of Records:** The Purchaser shall establish and maintain procedures and control that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City remains confidential pursuant to applicable requirements.
- 26. Resultant Contract:** A contract shall be issued between the City and the successful Bidder following award.
- 27. Cancellation:** The City reserves the right to cancel the whole or any part of any resultant contract due to failure by the Bidder to carry out any obligation, term, or condition of any resultant contract. Upon receipt of the written notice of concern, the contractor shall have ten

CITY OF MARICOPA
INVITATION FOR BIDS # 25OEO-08302025

(10) days to provide a satisfactory response to the City. Failure on the part of the Bidder to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies.

- a. Cancel any contract.
- b. Reserve all rights or claims to damage for breach of any covenants of the contract.

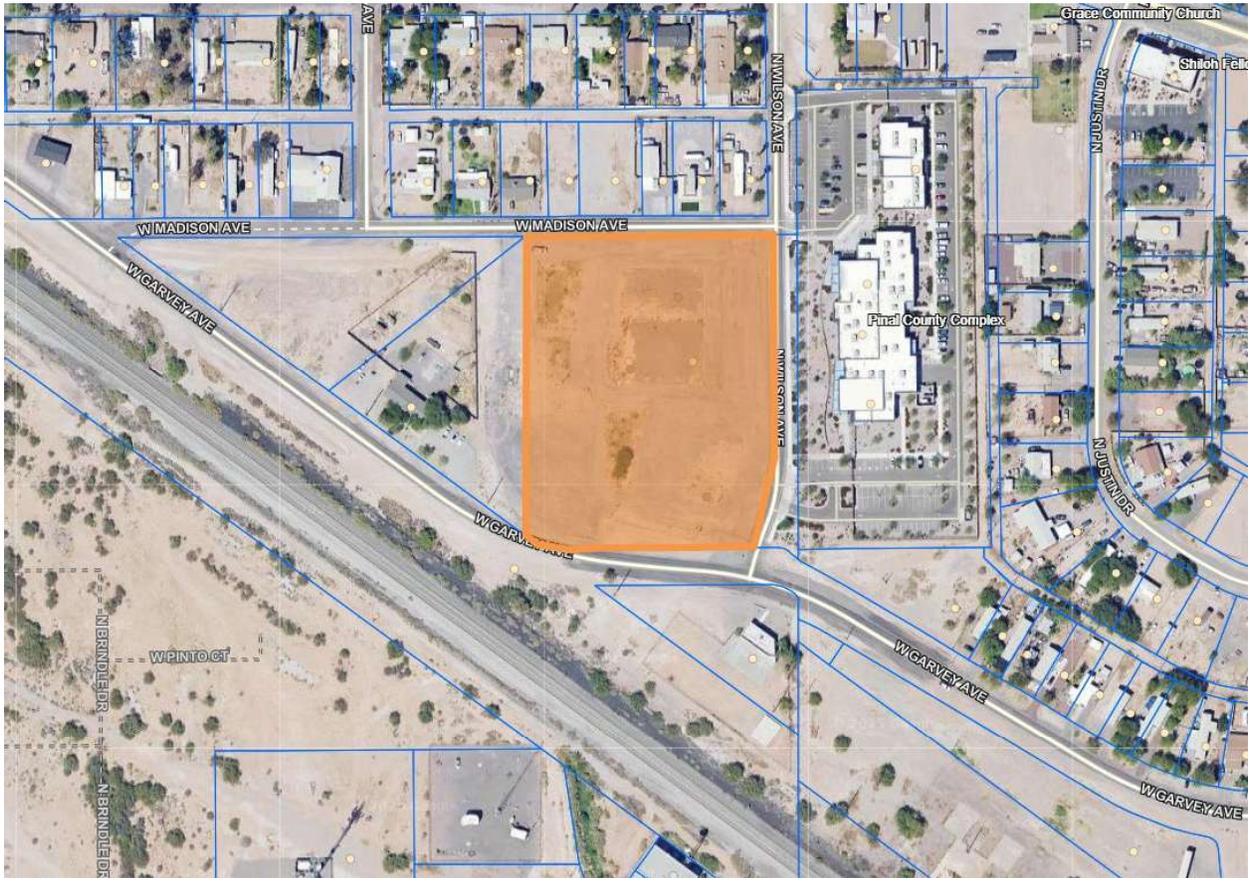
PROPERTY DESCRIPTION

1. **General Information:** The City of Maricopa has experienced tremendous growth over the last decade, from less than 1,500 residents in 2000 to over 74,000 today. Like most suburban communities, the majority of Maricopa residents are currently commuters, traveling to the Phoenix Metro Area every day for work. However, a 2013 study revealed 85% of residents would prefer to work locally, even for a pay cut. Further, Maricopa residents are highly educated (89% of adults reported some post-high school education) and demonstrate a high propensity for entrepreneurialism, nearly 65% of all businesses in Maricopa are home-based entrepreneurs.

The City of Maricopa is exploring opportunities with interested developers for the sale and development of City-owned land. The primary development goals of the City are projects that support youth and senior services, retail, office, and projects that complement adjacent developments.

2. **Location and Setting:** Southwest corner of W Madison Avenue and N Wilson Avenue, Maricopa, Pinal County, Arizona.
3. **Sale Parcel Description:** The Property is comprised of 1 parcel totaling approximately 5.341 acres of land.
4. **Property Description:** A site map of the Property is included in the attached **Exhibit A**.
5. **Tax Parcel ID:** The Property is located in Pinal County and is referred to as Assessor's Parcel Number (APN) 510-18-0020.
6. **Utilities and Service Providers:** Procurement of utility services shall be the sole responsibility of the Purchaser as of the date of conveyance. Bidders are urged to contact the service providers with any questions concerning utilities.

**EXHIBIT A
PROPERTY MAP**



APN 510-18-0020 totaling approximately 5.341 acres.

EXHIBIT B
APPRAISAL OF REAL PROPERTY

[Appraisal Report Old City Hall Site.pdf](#)

EXHIBIT C
SURVEY OF THE PROPERTY

[Survey Old City Hall Site.pdf](#)

**EXHIBIT D
SAMPLE OF CONTRACT**

CONTRACT



**SW corner of W Madison Ave and
N Wilson Ave (Old City Hall Site)
Land Lease**

11/4/2025

Overview

- City owns 5.341 acres of land located at the Southwest corner of W. Madison Ave. and N. Wilson Ave., Maricopa, Pinal County, Arizona, Assessor Parcel No. 510-18-0020.
- The City originally acquired this property in 2020 as a site for the Police Station.
- City offered the property through the Invitation for Bids process, seeking to support youth and senior services, retail, office, and projects that complement adjacent developments.

Property Map



Land Use

- The City plans to lease the property to Central Arizona Valley Institute of Technology (CAVIT) for a career and technical satellite high school campus available to 11th-12th grade students from participating local schools.
- CAVIT will also operate school-based wellness clinics managed by students and perform services to community residents and pets every Friday. Clinics may include animal, hair, nails, dental, massage, pharmacy, and medical.

Proposed timeline and deliverables

- Phase 1
 - ~2000 sqft front office
 - ~6000 sqft CTE classroom with lab area
 - Open to Community and Students July 2028
- Phase 2
 - ~6000 sqft CTE classroom with lab area
 - Open to Community and Students 2-3 years after phase 1

Current CAVIT programs

- Aesthetics
- Aviation Technology
- Barbering
- Behavioral Health
- Construction Technology
- Cybersecurity
- Dental Science
- Drone Technology
- Electric Vehicle
- Esports
- Fire Science
- Hairstyling
- Law Enforcement
- Massage Therapy
- Medical Laboratory
- Medical Science
- Nail Technology
- Patient Care
- Pharmacy Science
- Physical Therapy
- Powersports Technology
- Robotics and Automation
- Veterinary Science
- Welding Technology

02

Focus 2 Job Creation & Business Development

Maricopa's well-educated workforce and environment for economic growth make our community attractive to employers and gives them a platform to grow from. Bringing quality jobs to the city will improve economic opportunities for residents and lift up the entire community.

Action 2.1

To attract high-paying jobs and encourage economic growth within the City of Maricopa, we will pursue the development of a Maricopa Business Park that will serve as a home to top employers.

Action 2.2

To continuously develop an educated workforce and keep Maricopa at the forefront of economic innovation, we will cultivate strategic partnerships with local schools, higher education institutions and small businesses to foster collaboration, support startups and drive technological advancements.



Questions?



City of Maricopa

Text File

File Number: PRES 25-20

Agenda Date: 11/4/2025

Version: 1

Status: Regular Agenda

In Control: City Council Regular Meeting

File Type: Presentation

Agenda Number: 8.4

TITLE

The Mayor and City Council shall hear a presentation from Rounds Consulting Group on the development of the Office of Economic Opportunity's strategic plan. Discussion only.

..PRESENTER

This item will be presented by Josh Bowman, Chief Strategy Officer, and Jim Rounds, Rounds Consulting Group.



City of Maricopa

Text File

File Number: ORD 25-13

Agenda Date: 11/4/2025

Version: 1

Status: Passed

In Control: City Council Regular Meeting

File Type: Ordinance

Agenda Number: 8.5

TITLE

An Ordinance of the Mayor and City Council of the City of Maricopa, Arizona, approving and adopting a city-initiated amendment to the City's Zoning Map to rezone approximately 2.21 acres of land from existing Pinal Conty Zoning CB-2 (General Business) to City of Maricopa GC (General Commercial) as described in case # ZON25-04. As part of a continuous effort to transition like for like zoning districts from Pinal County to City of Maricopa this request continues that effort as set forth in the adopted General Plan, Goal B1.4, Objective 6. The parcel of land is located at the southwest corner of N. Porter Rd. and W. Honeycutt Rd, Section 26, Township 4 South, Range 3 East, of the Gila and Salt River Meridian, Pinal County, Arizona, more specifically, Pinal County APN # 510-24-001G. **Discussion and Action.**

..AGENDA ITEM DESCRIPTION

The Mayor and City Council shall discuss and possibly take action to approve Ordinance 25-13, a request by the City of Maricopa, on behalf of Tim Rasnake of Archicon Architecture and Interiors, LLC, for Terrible's gasoline service stations, and property owner German Dobson CVS, LLC, to rezone approximately 2.21 acres of land from existing General Business (CB-2) to General Commercial (GC), for development of a gasoline service station with convenience store. The property is generally located at the southwest corner of N. Porter Rd. and W. Honeycutt Rd. **DISCUSSION AND ACTION.**

Refer to staff analysis and exhibits for further information.

..PRESENTER

This item will be presented by Derek Scheerer, Senior Planner.

..STAFF RECOMMENDATION

On September 22, 2025, the Planning & Zoning Commission heard Zoning case # ZON25-04 and in a split 5-2 vote recommended that the City of Council approve Zoning case # ZON25-04, and adopt Ordinance 25-13.

ORDINANCE NO. 25-13

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF MARICOPA, ARIZONA, APPROVING AND ADOPTING AN AMENDMENT TO THE CITY'S ZONING MAP TO REZONE APPROXIMATELY 2.21 ACRES OF LAND GENERALLY LOCATED AT THE SOUTHWEST CORNER OF NORTH PORTER ROAD AND WEST HONEYCUTT ROAD, WITHIN THE CITY OF MARICOPA INCORPORATED LIMITS, ON PINAL COUNTY APN 510-24-001G, FROM EXISTING GENERAL BUSINESS (CB-2) TO GENERAL COMMERCIAL (GC) AS DESCRIBED IN CASE #ZON 25-04. THE PARCEL OF LAND IS LOCATED IN A PORTION OF SECTION 26, TOWNSHIP 4 SOUTH, RANGE 3 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PINAL COUNTY, ARIZONA.

WHEREAS, on November 4, 2014, the City adopted as a public record a new zoning code as part of the Maricopa City Code, which has been amended from time to time; and

WHEREAS, the City initiated a Public Participation Plan to inform residents of the proposed rezoning of approximately 2.21 acres from existing general business (CB-2) to general commercial (GC), which included a neighborhood meeting, notification letters to nearby property owners, public notice signs, and legal notices as required by law; and

WHEREAS, the City's Planning and Zoning Commission held a public hearing on September 22, 2025, on zoning case #ZON 25-04, in the manner prescribed by law for the purpose of amending the City Zoning Map to rezone the subject property and on September 22, 2025, after reconsidering the zoning case, recommended approval of the amendment.

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Maricopa, Arizona as follows:

Section 1. That the Maricopa Zoning Map is hereby amended by changing the property described in Exhibit A on approximately 2.21 acres from existing general business (CB-2) to general commercial (GC). The Development Services Department shall amend the Zoning Map to reflect this amendment, and a copy shall remain on file in the office of the City Clerk of the City of Maricopa for examination by the public.

Section 2. To the extent of any conflict between other City Ordinances and this Ordinance, this Ordinance shall be deemed to be controlling; provided, however, that this Ordinance is not intended to amend or repeal any existing City Ordinance, Resolution or regulation except as expressly set forth herein.

Section 3. This Ordinance shall become effective thirty (30) days from the date of adoption by the City Council for the City of Maricopa.

PASSED AND ADOPTED by the Mayor and City Council of the City of Maricopa, Arizona this 4th day of November, 2025.

APPROVED:

Nancy Smith, Mayor

ATTEST:

Vanessa Bueras, MMC
City Clerk

APPROVED AS TO FORM:

Denis Fitzgibbons
City Attorney

Pursuant to A.R.S. 9-802(A), Exhibit A is on file at:

Office of the City Clerk, City of Maricopa and

www.maricopa-az.gov

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): 510-24-001G

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

BEING A TRACT OF LAND KNOWN AS TRACT A, OF GLENNWILDE - WEST, ACCORDING TO THE PLAT OF RECORD IN THE OFFICE OF THE COUNTY RECORDER OF PINAL COUNTY, ARIZONA, RECORDED IN CABINET E, SLIDE 161, AS DOCUMENT NO. 2005-7687 OF OFFICIAL RECORDS.



39700 W. Civic Center Plaza
 Maricopa, AZ 85138
 Ph: 520.568.9098
 Fx: 520.568.9120
 www.maricopa-az.gov

STAFF REPORT

CASE NUMBER: ZON25-04

To: Honorable Mayor and City Council
 Through: Rodolfo Lopez, Development Services Director
 From: Derek Scheerer, Senior Planner
 Meeting Date: November 4, 2025

REQUEST SUMMARY

ZON25-04 – Rezone/Zoning Map Amendment: A request by the City of Maricopa, on behalf of Terrible C’s gasoline service stations, and property owner German Dobson CVS, LLC, to rezone approximately 2.21 acres of land from the existing General Business (CB-2) zoning to the General Commercial (GC) zoning district, generally located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd. **DISCUSSION AND ACTION.**

APPLICANT/PROPERTY OWNERS

City of Maricopa
 39700 W. Civic Center Plaza
 Maricopa, AZ 85138

Point of Contact:
 Derek Scheerer, Senior Planner
derek.scheerer@maricopa-az.gov
 p. 520-316-6980

COUNCIL PRIORITIES CONSIDERED

- Well Planned Quality Growth and Development
- Economic Development

PROJECT DATA

Site Gross Acres 2.21 +/- gross acres
 Site Address 41595 W. Honeycutt Rd.
 Existing Site Use Vacant Lot
 Proposed Site Use Gasoline Station with Convenience Store
 Existing General Plan Land Use Master Planned Community (MPC)
 Existing Zoning General Business (CB-2)
 Proposed Zoning General Commercial (GC)

SURROUNDING ZONING/LAND USE

Direction	General Plan Land Use	Existing Zoning	Existing Use
North	Medium Density Residential (MDR)	Single-Family Residential (CR-3)	Residential
East	Employment (E)	General Business (CB-2)	Commercial
South	Medium Density Residential (MDR)	Single-Family Residential (CR-3)	Residential
West	Medium Density Residential (MDR)	Single-Family Residential (CR-3)	Residential

ANALYSIS

Details of the Request

The applicant is requesting to rezone the subject site from existing General Business (CB-2) zoning to the General Commercial (GC) zoning district, to develop a gasoline service station with convenience store. Additionally, the requested rezone application will remove the property from legacy Pinal County zoning and into an equivalent City of Maricopa zoning category per the directives of the City of Maricopa General Plan.

The proposed gasoline service station with convenience store is a by-right permitted use in both the existing and proposed zoning districts. The subject rezone application has been submitted in tandem with a Development Review Permit (DRP) application that is currently under review by City Staff.

As noted in the application Narrative, and subsequent to zoning approval, the applicant intends to develop the site with a seven (7) pump gasoline service station with an approximately 6,168 square foot convenience store. Access to the site will be via N. Porter Rd. and W. Honeycutt Rd. Further, the request, if approved, will be required to adhere to the prevailing City zoning and applicable codes, which will be processed and reviewed separately through the Development Review Permit (DRP) and Building Permit processes.

CITIZEN PARTICIPATION

Prior to recommending approval of the Rezoning request, the applicant has submitted the public participation report to show the materials used to inform surrounding property owners of the proposed request required by the city's Zoning Code. The Public Participation Plan included one (1) neighborhood meeting, two (2) rounds of notification letters sent to all property owners within 600 feet of the subject area, two (2) public notice signs within the subject area, and a legal notice published in the Casa Grande Dispatch. Subsequent to the first mailed notification, site posting, and neighborhood meeting, it was discovered that the required newspaper notice had not been filed. The applicant filed the required newspaper notice, re-mailed notification letters and updated the site posting in accordance with applicable City and State notification requirements. A timeline of the participation event is shown below (refer to Exhibit C – Citizen Participation Report).

- August 6, 2025 - Signs Posted
- August 6, 2025 - 1st Notification letters sent
- August 21, 2025 - Neighborhood meeting held
- September 2, 2025 - Sign Posting updated
- September 2, 2025 - 2nd Notification letters sent
- September 4, 2025 - Newspaper notice published in the Casa Grande Dispatch
- September 22, 2025 - Planning and Zoning Commission (Public Hearing)

PUBLIC COMMENT

At the time of writing this report, staff have received three (3) emails providing public comment in opposition to the request. Opposition to the request cite traffic and congestion concerns, noise, light, and air pollution concerns, and the site's proximity to schools in the area. Staff have included these letters of opposition as Exhibit D to this report. In response to the community concerns discussed at the neighborhood meeting, the applicant has provided responses that have been included in their Citizen Participation Report, which is attached to this report as Exhibit C.

At the September 22, 2025, Planning and Zoning Commission meeting several members of the public spoke in opposition to the request. Opposition to the request cited traffic and congestion concerns, noise, light, and air pollution concerns, and the site's proximity to schools and residences in the area.

REQUIRED FINDINGS

As required by Sec. 18.175.040 of the City's Zoning Code, the City Council shall make the following findings in their recommendation to the City Council:

1. The amendment is consistent with the General Plan.
1. **Staff Analysis:** *The proposed Rezone/Zoning Map Amendment adheres to the General Plan's future land use designation for the site, Master Planned Community (MPC). Additionally, the request upholds the directives of "Objective B1.4.6: Transition all property zoning designations from pre-existing districts to existing zoning districts in a manner that best achieves the goals of this General Plan" by rezoning the site out of the legacy Pinal County Zoning category (CB-2) to the equivalent category (GC) in the current City of Maricopa Zoning Ordinance.*
2. Any change in District boundaries is necessary to achieve the balance of land uses desired by the city, consistent with the General Plan, and to increase the inventory of land within a given Zoning District; and

Staff Analysis: *The Rezone/Zoning Map Amendment will allow for the proposed gas station with convenience store. The proposed project will advance the development of a commercial corner in a well-traveled area of the city bounded by two (2) arterial roadways.*

3. The amendment will promote the growth of the city in an orderly manner and protect the public health, safety, peace, comfort, and general welfare.

Staff Analysis: *The request will not impact the health, safety, and general welfare of the area, and will promote growth in an orderly manner.*

CONCLUSION

On September 22, 2025, the Planning and Zoning Commission voted 5-2 for **approval** of Rezone/Map Amendment **case # ZON25-04** and recommends that the Mayor and City Council **approve ordinance # ORD25-13**.

ATTACHMENTS

Exhibit A to the Ordinance: Legal Description

Exhibit A: Project Narrative

Exhibit B: Zone Change Map

Exhibit C: Citizen Participation Report

Exhibit D: Letters of Opposition

-- End of staff report --



ARCHICON ARCHITECTURE & INTERIORS, L.C.

PROJECT NARRATIVE

Terrible's C-Store 41595 W Honeycutt Rd

The proposed project consists of a new ground up building of approximately 6,186 square feet, single story with a maximum building height of 32 feet and a vehicle fueling canopy of approximately 4,800 square feet.

The existing site is vacant. An existing drainage channel on the east side of the site will remain and convey stormwater through the site per historic flows. The existing headwalls will remain.

The fueling canopy has 7 fueling pumps. The underground storage tanks will be located on the east side of the site.

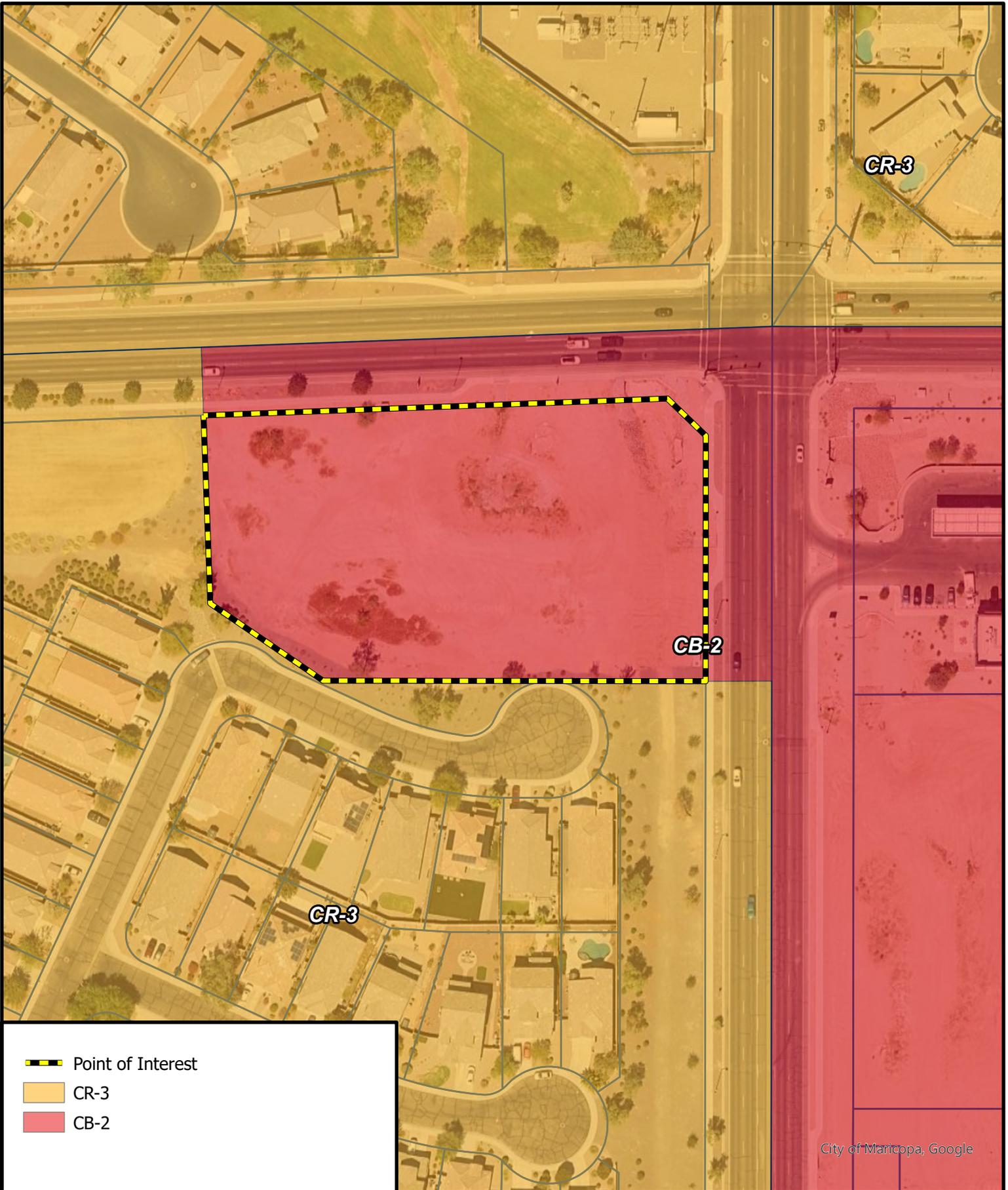
A new right-in/right-out access drive will be located on W Honeycutt Rd with a new decel lane. A new driveway access will be located along N. Porter Rd and a new median will be constructed in N. Porter Rd. A culvert will be located on the Porter access drive over the existing drainage channel

The existing parcel numbers is 510-24-001G. The site is currently zoned CB-2. It is proposed to rezone this site to GC (General Commerical)

15 foot setbacks are provided on both Honeycutt and Porter Roads. There is a 25 foot setback along the south and west sides of the site due to the residential zoning on those sides.

Pedestrian access will be provided to the site from both Honeycutt and Porter with a minimum 6'-0" wide sidewalk.

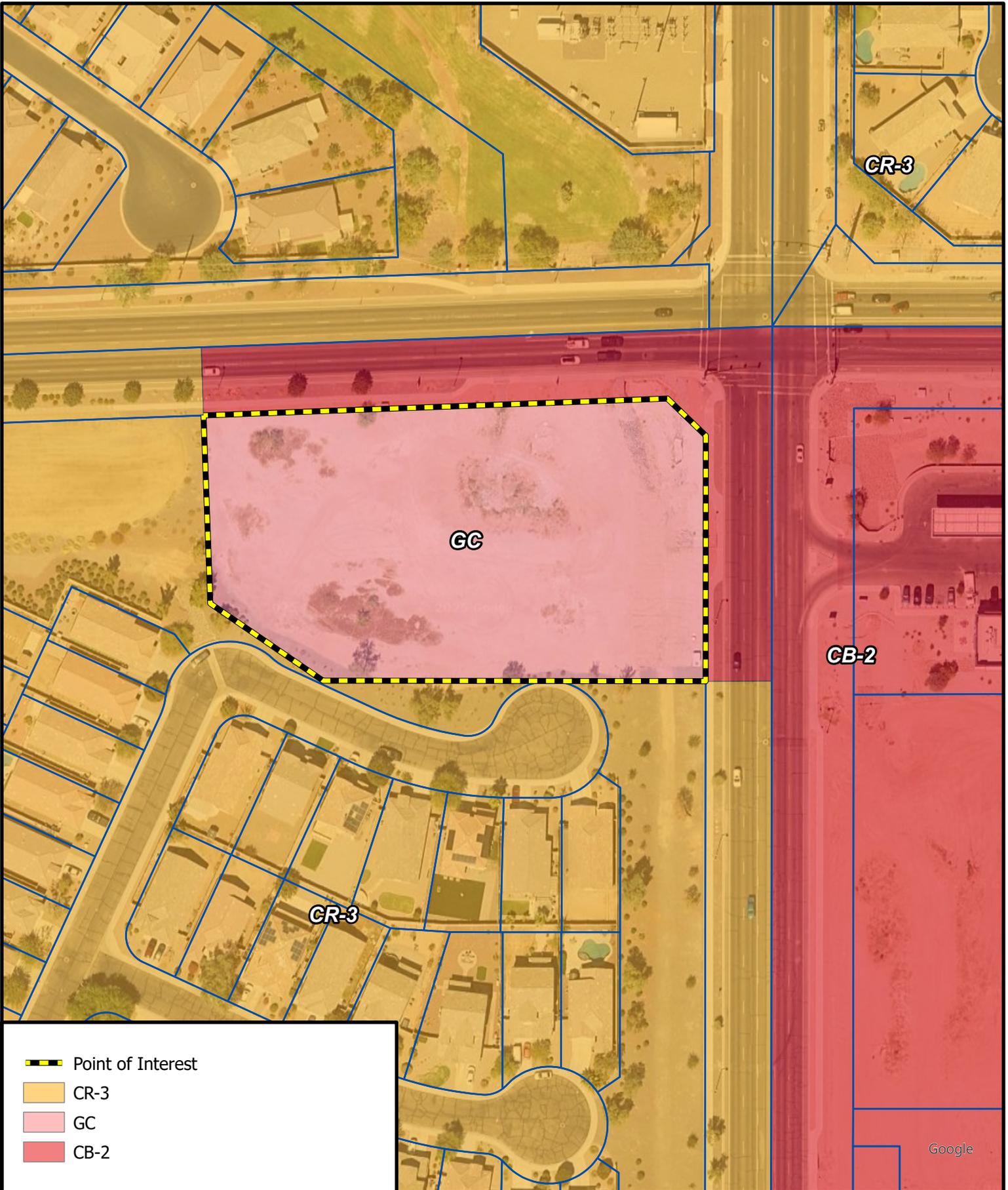
The site will be landscaped per the requirements of the zoning ordinance. New CMU screen walls will be provide along the site on both Honeycutt and Porter and will be set back a minimum of 5'-0" from the pavement. The site walls will be a maximum of 30'-0" long and staggered 2'-0".



Information shown on this map is for general reference and should be verified using recorded documents. It should not be used to replace a site survey.



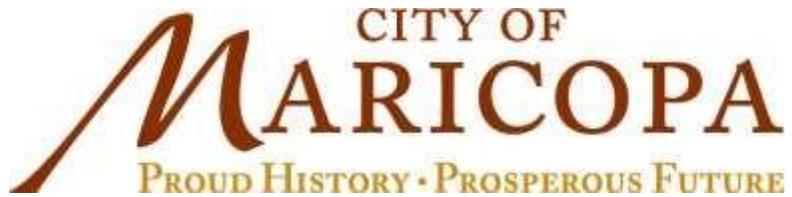
9/11/2025
8.5" x 11"



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9/11/2025
8.5" x 11"



NOTIFICATION REPORT
PLANNING AND ZONING DIVISION

39700 W. Civic Center Plaza
Maricopa, AZ 85139
Ph: 520.568.9098 Fx: 520.568.9120
www.maricopa-az.gov



ARCHICON ARCHITECTURE & INTERIORS, L.C.

PROJECT NARRATIVE

Terrible's C-Store 41595 W Honeycutt Rd

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ARCHICON ARCHITECTURE & INTERIORS, L.C.

Case # DRP25-13

Project Name: New Retail Development for Terrible's C-Store
Project Address: 41595 W Honeycutt Road
SWC W Honeycutt Rd & N. Porter Rd

Assessor's Parcel Number: 510-24-001G

Dear Neighbor,

An application has been filed with the City of Maricopa by Tim Rasnake, Archicon representative, for a New Retail Development for Terrible's Fuel Center including a Convenience Store and Fuel Canopy including (7) fuel pumps at the above-mentioned property.

The meeting dates regarding this request are as follows:

Neighborhood Meeting

Date: August 21, 2025

Time: 6 pm – 7 pm

Facility Name: Maricopa County Library and Cultural Center, Pine Room

Facility Address: 18160 Maya Angelou Drive, Maricopa, AZ 85138

Planning and Zoning Commission

Date: September 8, 2025

Time: 6 pm

Facility Name: City Hall Council Chambers

Facility Address: 39700 W. Civic Center Plaza, Maricopa AZ 85138

City Council

Date: October 7, 2025

Time: 6 pm

Facility Name: City Hall Council Chambers

Facility Address: 39700 W. Civic Center Plaza, Maricopa AZ 85138

According to the Pinal County Assessor records, you are a property owner within 600 feet of the property under consideration. To better inform you of the public meeting scheduled for this matter, this notice is being sent to you via first class mail.

If you wish to provide input on this matter, you may attend each meeting or submit written comments before or at the meeting. If you have any questions concerning this matter, please contact Derek Scheerer at the City of Maricopa Planning Department at 520.316.6980.

You can also email him at derek.scheerer@maricopa-az.gov subject Case Number PA24-44 and New Retail Development Terrible's C-Store.

Please see additional pages for project narrative and other exhibits.

Sincerely,

Jeffrey A Koski
Principal



ARCHICON ARCHITECTURE & INTERIORS, L.C.

Project Name: New Retail Development for Terrible's C-Store
Project Address: 41595 W Honeycutt Road
SWC W Honeycutt Rd & N. Porter Rd

Case Number: DRP25-13 ZON25-04

Assessor's Parcel Number: 510-24-001G

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The meeting dates regarding this request are as follows:

Planning and Zoning Commission Case No. ZON25-04 & DRP25-13

Date: September 22, 2025

Time: 6 pm

Facility Name: City Hall Council Chambers

Facility Address: 39700 W. Civic Center Plaza, Maricopa AZ 85138

City Council case No. ZON25-04

Date: November 14, 2025

Time: 6 pm

Facility Name: City Hall Council Chambers

Facility Address: 39700 W. Civic Center Plaza, Maricopa AZ 85138

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You can also email Derek at derek.scheerer@maricopa-az.gov subject Case Number DRP25-13.

Sincerely,

Mitchell Mastrin, R.A.
Project Manager
MitchellM@Archicon.com

NAP

, -

512400500
HERNANDEZ MANUEL HERNANDEZ & ELVIRA CONCEPCION
41547 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512400590
SANCHEZ WILLIAM
19363 N TARA LN
MARICOPA , AZ 85138-8331

512400480
JOHNSON DEAN A & KRISTIN D
9 LUNA RD
RIVERSIDE , WA 98849-9951

512400580
EDMONSON LANDON
41588 W AVELLA DR
MARICOPA , AZ 85138-8329

512400470
PHELPS RICKY L & LISA M
41589 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512400570
BUI TARA
36010 SE TURNBERRY ST
SNOQUALMIE , WA 98065-5871

512400510
BELL CHRISTOPHER & GRANDBERRY DOMINIQUE
MAIL RETURN
, -

512400560
SFR JV-2 2022-2 BORROWER LLC
PO BOX 4900
SCOTTSDALE , AZ 85261-1490

512400460
CLAYTON BARRY & DONNA
PO BOX 193
SEVEN SISTERS , MB -

512400550
RIVERA NANCY
41634 W AVELLA DR
MARICOPA , AZ 85138-8329

512400450
PEREZ LIDUVINA
41619 W CHEYENNE CT
MARICOPA , AZ 85138-8513

512400540
CAMPBELL BENJAMIN R
41650 W AVELLA DR
MARICOPA , AZ 85138-8329

512400440
MCKINNEY CHERYL LEE
41633 W CHEYENNE CT
MARICOPA , AZ 85138-8513

512400530
GREIFER KURT L & JOANNE K TRUST
41664 W AVELLA DR
MARICOPA , AZ 85138--329

512400430
SHAFFER TERRY & BARBARA
41647 W CHEYENNE CT
MARICOPA , AZ 85138-8332

512400490
STENE JOHN L & YVETTE L
41561 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512401170
GLENNWILDE HOMEOWNERS ASSOCIATION
1600 W BROADWAY RD STE 200
TEMPE , AZ 85282-2113

512400520
LARUSSA JOSEPH JOHN
41680 W AVELLA DR
MARICOPA , AZ 85138-8513

512400420
SCHMITZ DWAYNE & JANICE
MAIL RETURN
, -

512400190
KING JUDY
19474 N FALCON LN
MARICOPA , AZ 85138-8328

512401550
BUCCHERI MICHELE & NOEMI
MAIL RETURN
, -

512400340
FETZNER DIANE K
41550 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512400350
DHOON QURESH & LUBENA TRS
43713 CAMERON HILLS DR
FREMONT , CA 94539-9597

512400360
CURRY JUDY
MAIL RETURN
, -

512400370
RODRIGUEZ DAVID
41608 W CHEYENNE CT
MARICOPA , AZ 85138-8513

512401540
NASON MICHAEL
41814 W AVELLA DR
MARICOPA , AZ 85138-8309

512401940
KOGER DANIELLE
MAIL RETURN
, -

512400200
HAHN JASON R & SONDRAM
19488 N FALCON LN
MARICOPA , AZ 85138-8513

512400380
BORNEMAN STEPHANIE L ETAL
41622 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512400390
CEBALLOS MIGUEL A
41636 W CHEYENNE CT
MARICOPA , AZ 85138-8331

512401950
BOLLEA ROBERT JR & ANGELA M
19513 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512400400
SNELL MYRA M LIVING TRUST
2217 RIDING SPUR DR
ST LOUIS , MO 63146-6314

512400210
ANDERSON ROBERT & PHILLIPS LANA
3650 MOFFAT BAY
REGINA , SK -

512400410
MURPHY WAYNE
2317 N ARIDO RD
MARICOPA , AZ 85139-9634

512401560
LALONE ANTHONY L
41775 W CHEYENNE DR
MARICOPA , AZ 85138-8513

512401960
JAMES TERRY PAUL
2670 FOXEN CT
GRAND JUNCTION , CO 81506-6868

512400220
MCCORMACK STEVEN O & ROBIN
19516 N FALCON LN
MARICOPA , AZ 85138-8328

512401570
SFR II BORROWER 2021-3 LLC
PO BOX 4900
SCOTTSDALE , AZ 85261-1490

512400320
MURPHY KEITH & MEGGAN
41559 W CHIMAYO CT
MARICOPA , AZ 85138-8337

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PLUNKETT NALANI & EHLINGER BRANDON JAMES
41571 W CHIMAYO CT
MARICOPA , AZ 85138-8337

512401580
COX TRUDA B
41801 W CHEYENNE DR
MARICOPA , AZ 85138-8308

512400300
BAWEK STEVEN D TR
41585 W CHIMAYO CT
MARICOPA , AZ 85138--337

512400330
LAURENT JASON
41547 W CHIMAYO CT
MARICOPA , AZ 85138-8337

512401590
ROWE ROBERT & CRISTY P
44573 W GRANITE DR
MARICOPA , AZ 85139-9889

512401970
BARALES PETE TRUST
19537 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512400290
SILVERS CAYLON & VALERIE
MAIL RETURN
, -

512400230
COOK TIMOTHY L & SELINA G
19530 N FALCON LN
MARICOPA , AZ 85138-8328

512400280
RIORDAN FRANK & DANETTE
14419 AUSTIN PL
ANACORTES , WA 98221-1863

512401980
WRIGHT TYLER & MELISSA
19549 N SANDALWOOD DR
MARICOPA , AZ 85139-8513

512400270
WALLACE AUSTIN
41629 W CHIMAYO CT
MARICOPA , AZ 85138-8337

512400240
ALLEN SEAN
19544 N FALCON LN
MARICOPA , AZ 85138--328

512401990
AUSTIN TYLER & ANALYSA
19561 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512402050
DOVE THOMAS
19548 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512400250
OSENBAU DORIS J
19558 N FALCON LN
MARICOPA , AZ 85139-8513

512402000
NOWOWIEJSKI ADAM
19573 N SANDALWOOD DR
MARICOPA , AZ 85138--325

512402040
DEACONS SELENA M
19558 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512400260
MARQUEZ BRIAN & PLASCENCIA SAMANTHA
19572 N FALCON LN
MARICOPA , AZ 85138-8328

512402070
LANPHEAR CHARLES & DAWN
41824 W CHEYENNE DR
MARICOPA , AZ 85138-8308

512402010
CASILLAS ELISEO
MAIL RETURN
, -

512402060
OZVEST INC
2111 MERGHO IMPASSE
SAN DIEGO , CA 92110-0214

512402030
VANHECK SEAN CAMERON & MELISSA MARIE
19572 N SANDALWOOD DR
MARICOPA , AZ 85138-8325

512402080
STETTNER LEONARD & ROBYN
7130 GILMORE DR
REGINA , SK -

512402020
SRP SUB LLC
PO BOX 4900
SCOTTSDALE , AZ 85261-1490

51071015E
GLENNWILDE HOMEOWNERS ASSOCIATION
1600 W BROADWAY RD STE 200
TEMPE , AZ 85282-2113

51024001G
GERMAN DOBSON CVS LLC
PO BOX 1610
COCKEYSVILLE , MD 21030-0761

512070070
EL DORADO PARTNERS LLC
7600 E DOUBLETREE RANCH RD STE 300
SCOTTSDALE , AZ 85258-8219

512112480
FARRELL DANIEL P & MARY L
21709 N WEATHER EDGE CIR
LANNON , WI 53046-6940

512112570
VERNON LISA MARIE LIV TRUST
41835 W CANASTA LN
MARICOPA , AZ 85138-8395

512112560
LANDOLL-MOORE DEBORAH L & MOORE DOUGLAS
41793 W CANASTA LN
MARICOPA , AZ 85138-8395

512112490
LAWLER TERRI L REV LIV TRUST
41677 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512112550
DIZ DOREEN
41781 W CANASTA LN
MARICOPA , AZ 85138-8395

512112500
ZWEBER RICHARD LEE
41693 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480240
SALAZAR KAILEB
19722 N TAMMY ST
MARICOPA , AZ 85138-8676

512112470
GEHRING SUSAN M & THOMAS L REV TRUST
41660 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480360
HOWELL ALEXUS M & WATTS DEVON
19724 N LIEF RD
MARICOPA , AZ 85138-8350

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SIMOTWO SILAS & TIMBERS SIMONE
19723 N TAMMY ST
MARICOPA , AZ 85138-8676

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RODRIGUEZ JULIO JR
41781 W CANASTA LN
MARICOPA , AZ 85138-8395

512112510
FRAZER MARK W
1748 W HEATHERBRAE DR
PHOENIX , AZ 85015-5474

512480230
JUAREZ ANDY COBOS
19736 N TAMMY ST
MARICOPA , AZ 85138-8676

512112460
FRIEDA STEPHEN L & DENISE A CO-TRS
41674 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512112520
CLAY LINDA M & MAJOR
41725 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480350
SOSA ENRIQUE ALBERTO MEDINA & FELIX MIRIAM GUADALUPE MEDINA
19738 N LIEF RD
MARICOPA , AZ 85138-8350

512480280
JOHNSON MICHAEL J & ANN M
19737 N TAMMY ST
MARICOPA , AZ 85138-8676

51207022B
MERITAGE HOMES OF ARIZONA INC
5326 N LA CHOLLA BLVD
TUCSON , AZ 85741-1381

512112670
LAHN RICHARD TODD & GABRIELA
41800 W CANASTA LN
MARICOPA , AZ 85138-8395

512112450
SPYCHALSKI CHRIS M & KATHERINE
41688 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512112530
SCHOFF SCOTT & WILLIS JAIME LEIGH-ANNE
41737 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480220
MUNKIRS KATHLEEN
19750 N TAMMY ST
MARICOPA , AZ 85138-8676

512480340
GUNN BREANNA NICOLE
15420 S 7TH DR
PHOENIX , AZ 85045-5031

512480290
THOMPSON KYLE & CRYSTAL
19751 N TAMMY ST
MARICOPA , AZ 85138-8676

512112440
HUSKEY ROBERT V JR TRUST
41702 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512112680
MITCHELL THOMAS E & NEVAR C
41768 W CANASTA LN
MARICOPA , AZ 85138-8395

512480210
IH6 PROPERTY PHOENIX LP
PO BOX 4900
SCOTTSDALE , AZ 85261-1490

512112430
ARRIGONI BRUCE EDWARD & PATRICIA
41716 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480300
GRAEBEL ADAM
19765 N TAMMY ST
MARICOPA , AZ 85138-8676

512112690
PETTY GARY E & CAROL L
41754 W CANASTA LN
MARICOPA , AZ 85138-8395

512112420
SEGER RICKEY L & JEANNE M
41730 W CRIBBAGE RD
MARICOPA , AZ 85138-8391

512480200
SOLIZ AMY LIVING TRUST
19778 N TAMMY ST
MARICOPA , AZ 85138-8676

512480310
ABALOS FRANCIS
19779 N TAMMY ST
MARICOPA , AZ 85138-8676

512112410
BOLLIG DALE & JULIE LIV TRUST
W4527 DAKOTA AVE
WAUTOMA , WI 54982-2740

512480190
GANGER ADAM ROBERT
19792 N TAMMY ST
MARICOPA , AZ 85138-8676

512112400
BLATTER GARY L & LORI A TRS
41758 W CRIBBAGE RD
MARICOPA , AZ 85138--391

512480180
RUBIO MADAIN
19806 N TAMMY ST
MARICOPA , AZ 85138-8676

512126140
COWARD ROBERT E TR
41569 W SPRINGTIME RD
MARICOPA , AZ 85138-8453

512126130
ESTES CHARLEY EDWARD
41553 W SPRINGTIME RD
MARICOPA , AZ 85138-8453

512126150
LIES DAVID
41587 W SPRINGTIME RD
MARICOPA , AZ 85138-8453

512126160
NEAL DEANNA & KENNETH
41605 W SPRINGTIME RD
MARICOPA , AZ 85138-8453

512126170
LEGAULT ANTHONY R & DOLORES R REV LIV TRUST
41623 W SPRINGTIME RD
MARICOPA , AZ 85138-8453

512126180
BALDOCCHI DESIREE I REV LIV TRUST
15580 NW PERIMETER PL
BEAVERTON , OR 97006-6532

512126470
MERITAGE HOMES OF ARIZONA INC
5326 N LA CHOLLA BLVD
TUCSON , AZ 85741-1381

51211687B
PROVINCE COMMUNITY ASSOC
8360 E VIA DE VENTURA STE L-100
SCOTTSDALE , AZ 85258-8318

512480250
STEPHENS ANDREA & TYREE LAMAR
19716 N TAMMY ST
MARICOPA , AZ 85138-8676

512480380
HPA II BORROWER 2021-1 LLC
PO BOX 4900
SCOTTSDALE , AZ 85261-1490

512480260
ROBINSON JAMES DEAN & JENNIFER LOUISE
19717 N TAMMY ST
MARICOPA , AZ 85138-8676

512480370
DE LEON LEONARDO HORACIO & ALMA MICHELLE
41345 W HENSLEY WAY
MARICOPA , AZ 85138-8591

51071017A
CIRCLE K STORES INC
PO BOX 1119
DRIPPING SPRINGS , TX 78620-0111

51248256A
HOMESTEAD SOUTH HOMEOWNERS ASSOCIATION
450 N DOBSON RD STE 201
MESA , AZ 85201-1528

51071017D
PORTER 20 LLC
PO BOX 41428
PHOENIX , AZ 85080-0142

51071017E
PINAL COUNTY FEDERAL CREDIT UNION
1000 E FLORENCE BLVD
CASA GRANDE , AZ 85122-2463

51071018X
LEGACY CHARTER LLC
1627 W DUSTY WREN DR
PHOENIX , AZ 85085-5805

51207006B
ELECTRICAL DISTRICT NO 3
41630 W LOUIS JOHNSON DR
MARICOPA , AZ 85138-8540

800300230
TOWN OF MARICOPA
39700 W CIVIC CENTER PLAZA
MARICOPA , AZ 85138-8513

51071018Y
LEGACY CHARTER LLC
1627 W DUSTY WREN DR
PHOENIX , AZ 85085-5805

510710500
HONEYCUTT & PORTER ROAD LLC
7007 W HAPPY VALLEY RD
PEORIA , AZ 85383-3322



ARCHICON ARCHITECTURE & INTERIORS, L.C.

August 22, 2025

Development Services
City of Maricopa
39700 W. Civic Center Plaza
Maricopa, AZ 85138
Attn: Derek Scheerer
520.316.6980
Derek.scheerer@maricopa-az.gov

Re: DRP25-13 Terribles 41595 W. Honeycutt Road Neighborhood Meeting Results

The neighborhood meeting was held on Thursday evening August 21, 2025, in the Pine Room from 6 pm – 7 pm at the Maricopa Library and Cultural Center on 18160 Maya Angelou Drive, Maricopa, AZ 85138.

The neighborhood meeting was conducted to introduce the neighbors to the proposed project and to explain the need to rezone the property from CB-2 to C-2a1 (GC).

The information presented included a Site Plan, Landscape Plan, and Colored Elevations. The information was introduced by me with Brett Griffin, the Terrible's AZ Development Manager answering specific operational questions. Derek Scheer, Planner II, was in attendance.

Eight people attended the meeting. See the attached Attendance List for their names and addresses.

Neighbors' Concerns

The main concerns that were discussed included the following:

Traffic

Safety

Noise especially from the speakers at the individual fuel pumps

Lighting from the building and from the vehicles

Landscaping as a buffer on the north and south sides of the property

Trash removal from consumers and from storms, especially after a storm

Monument sign height

Neighbor's Comments

Generally, the neighbors understood and accepted the fact that the site is commercially zoned, and that the fuel station and convenience store were going to be constructed. The neighbors supported Terrible's commitment to the community and recommended a charity for partnership. One neighbor recommended the fuel pumps be angled to direct vehicle headlights to the northeast away from their homes. Another one requested the sound from the speaker at the fuel pump to be lowered during the evening and early morning hours. One resident requested there be no flashing lights on the signage. One resident requested the site walls be raised higher than 3' to mitigate the effect of the vehicle headlight. The residents also requested that more trees be installed to buffer the site's impact.

Hoping that this report reflects the main concerns and positive comments from the residents.

Mitchell Mastrin, R.A.
Project Manager
MitchellM@archicon.com



ARCHICON ARCHITECTURE & INTERIORS, L.C.

August 21, 2025, 6 pm – 7 pm

Project No. 2428110-10

Terrible's C-Store 41595 N. Honeycutt Road, Maricopa AZ 85138

Re-Zoning Neighborhood Meeting, Maricopa Library & Cultural Center – Pine Room

18160 Maya Angelou Drive Maricopa, AZ 85138

Attendance List

Name	Address	Comment
Ken & Pat Barco	42179 W. Santa Fe.	
Sue VanGosen	41452 W LUCEXALU	
Tom Gehring	41660 W. Cribbage Rd.	
Kathy Spychalski	41688 W Cribbage	
Chris Spychalski	"	
Ron Angerame	41563 W. BARCELONA DR.	
Brittany P. sola	41160 W Somerset Dr.	

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Ankit Sachdeva, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC, duly authorized agent of Casa Grande Dispatch, a newspaper published at Casa Grande, Pinal County, Arizona, Tuesday, Thursday, and Saturday of each week; that a notice, a full, true and complete printed copy of which is hereunto attached, was printed in the regular edition of said newspaper, and not in a supplement thereto, for 1 issues. The publications thereof having been on the following dates:

PUBLICATION DATES:

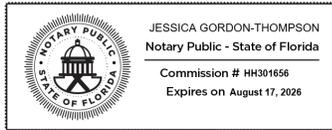
Sep. 4, 2025

NOTICE ID: hXmaoK9IN6MWclUob2qk

NOTICE NAME: Case # ZON 25-04

Ankit Sachdeva

(Signed) _____



VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 09/04/2025

J. Tra

Notary Public

Notarized remotely online using communication technology via Proof.

**NEWSPAPER NOTICE
NOTICE OF PUBLIC HEARING
AND PUBLIC MEETING**

Case #ZON 25-04

Project Name:

New Retail Development

Terrible's C-Store

Planning and Zoning Commission:

Date/Time: September 22, 2025,
at 6:00 PM

Location: City Hall Council
Chambers 39700 W. Civic Center
Plaza

Maricopa, AZ 85138

City Council:

Date/Time: November 4, 2025, at
6:00 PM

Location: City Hall Council
Chambers

39700 W. Civic Center Plaza

Maricopa, AZ 85138

NOTICE IS HEREBY GIVEN
THAT at the above listed meeting,
a PUBLIC HEARING will be held
at the above stated date, time, and
location.

The City of Maricopa is proposing
a change in zoning from General
Business (CB-2) to General
Commercial (GC). The proposed
zone change would place the site
under current City of Maricopa
zoning.

The property consists of approx.
2.211 acres located at the SW
corner of W Honeycutt Rd. and
N Porter Rd. Municipal Address
41595 W Honeycutt Rd. Pinal
County Assessor Parcel No. 510-
24-001G.

Anyone wishing to appear and
make comment is encouraged
to attend. Written comments are
welcome and if received prior to
the meeting, will be included in the
record.

All comments or appeals should
be sent in written form to the
Planning and Zoning Division. Attn:
Derek Scheerer at 39700 W. Civic
Center Plaza, Maricopa, AZ 85138
or email at Derek.Scheerer@
maricopa-az.gov.

Please include name, address,
telephone number and signature.

For questions contact the Planning
and Zoning Division at (520) 568-
9098.

Published 9/04/25

AFFIDAVIT OF SIGN POSTING

The undersigned Applicant has complied with the City of Maricopa's sign posting requirements, located at the SWC Honeycutt Rd & N Porter Rd, in the City of Maricopa, on 08/06/25.

See attached photo exhibit.

For applicant:

Archicon

Dynamite Signs
Sign Company Name

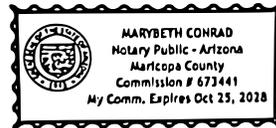
Meghan Liggett
Sign Company Representative

Subscribed and sworn to be on 08/06/25 by Meghan Liggett.

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

Marybeth Conrad
Notary Public

My Commission expires: 10-25-28





Notice of Public Meeting

CITY OF MARICOPA- PLANNING DIVISION
Major Development Review Permit



Application: DRP25-13 Request for a Major Development Review Permit by Archicon Architecture, on behalf of Terrible C's, for a gas station with convenience store on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.
You are invited to attend the following meeting to learn more about the request and/or share your options:

PLANNING AND ZONING COMMISSION

Date: September 8, 2025, Time: 6:00 P.M., Location: City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

Notice of Public Hearing

CITY OF MARICOPA- PLANNING DIVISION
REZONE

Application: ZON25-04 Request for a Rezone by the City of Maricopa from General Business CB-2 to General Commercial GC on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.

You are invited to attend the following meeting to learn more about the request and/or share your options:

NEIGHBORHOOD MEETING

August 21, 2025, 6:00 PM
Maricopa Library 18160 N. Maya Angelou Dr.,
Maricopa, AZ 85138

PLANNING AND ZONING COMMISSION

September 8, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

CITY COUNCIL

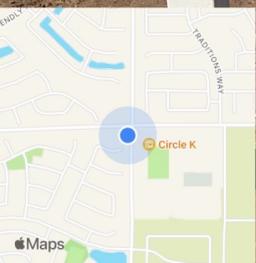
October 7, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

FOR QUESTIONS OR COMMENTS REGARDING THIS CASE, CONTACT CASE PLANNER:

Posting Date: August 6, 2025

Derek Scheerer 520-316-6980

Email: Derek.Scheerer@maricopa-az.gov



August 6, 2025 at 9:03 AM
+33.058054, -112.013675
41595 W Honeycutt Rd
Maricopa AZ 85138
United States



Notice of Public Meeting

CITY OF MARICOPA- PLANNING DIVISION
Major Development Review Permit



Application: DRP25-13 Request for a Major Development Review Permit by Archicon Architecture, on behalf of Terrible C's, for a gas station with convenience store on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.
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PLANNING AND ZONING COMMISSION

Date: September 8, 2025, Time: 6:00 P.M., Location: City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

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REZONE

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You are invited to attend the following meeting to learn more about the request and/or share your options:

NEIGHBORHOOD MEETING

August 21, 2025, 6:00 PM
Maricopa Library 18160 N Maya Angelou Dr.,
Maricopa, AZ 85138

PLANNING AND ZONING COMMISSION

September 8, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

CITY COUNCIL

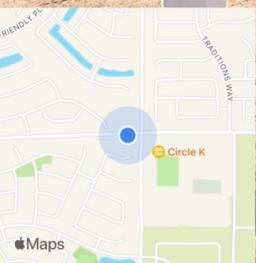
October 7, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

FOR QUESTIONS OR COMMENTS REGARDING THIS CASE, CONTACT CASE PLANNER:

Posting Date: August 6, 2025

Derek Scheerer 520-316-6980

Email: Derek.Scheerer@maricopa-az.gov



August 6, 2025 at 8:46 AM
+33.058337, -112.014104
41595 W Honeycutt Rd
Maricopa AZ 85138
United States

AFFIDAVIT OF SIGN POSTING

The undersigned Applicant has complied with the City of Maricopa's sign posting requirements, located at the SWC Honeycutt Rd & N Porter Rd, in the City of Maricopa, on 09/02/25.

See attached photo exhibit.

For applicant:

Archicon

Dynamite Signs
Sign Company Name

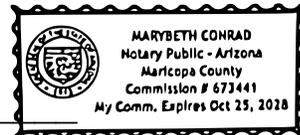
Meghan Liggett
Sign Company Representative

Subscribed and sworn to be on 09/02/25 by Meghan Liggett.

IN WITNESS WHEREOF, I Hereto set my hand and official seal.

Marybeth Conrad
Notary Public

My Commission expires: 10-25-28





Notice of Public Meeting

CITY OF MARICOPA- PLANNING DIVISION
Major Development Review Permit



Application: DRP25-13 Request for a Major Development Review Permit by Archicon Architecture, on behalf of Terrible C's, for a gas station with convenience store on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.
You are invited to attend the following meeting to learn more about the request and/or share your opinions:

PLANNING AND ZONING COMMISSION

Date: September 22, 2025, Time: 6:00 P.M., Location: City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

ZONING

CITY OF MARICOPA- PLANNING DIVISION
REZONE

Application: ZON25-04 Request for a Rezone by the City of Maricopa from General Business CB-2 to General Commercial GC on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.
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August 21, 2025, 6:00 PM
Maricopa Library 18160 N Maya Angelou Dr.,
Maricopa, AZ 85138

PLANNING AND ZONING COMMISSION

September 22, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

CITY COUNCIL

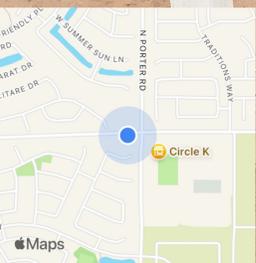
November 4, 2025, 6:00 PM
City Hall Council Chambers,
39700 W. Civic Center Plaza, Maricopa, AZ 85138

FOR QUESTIONS OR COMMENTS REGARDING THIS CASE, CONTACT CASE PLANNER:

Posting Date: August 6, 2025

Derek Scheerer 520-316-6980

Email: Derek.Scheerer@maricopa-az.gov



September 2, 2025 at 8:10 AM
+33.058318,-112.014111
41595 W Honeycutt Rd
Maricopa AZ 85138
United States



Notice of Public Meeting

CITY OF MARICOPA- PLANNING DIVISION

Major Development Review Permit



Application: DRP25-13 Request for a Major Development Review Permit by Archicon Architecture, on behalf of Terrible C's, for a gas station with convenience store on an approx. 2.11-acre site located at the southwest corner of W. Honeycutt Rd. and N. Porter Rd.

You are invited to attend the following meeting to learn more about the request and/or share your opinions:

PLANNING AND ZONING COMMISSION

Date: September 22, 2025, Time: 6:00 P.M., Location: City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

ZONING

CITY OF MARICOPA- PLANNING DIVISION

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August 21, 2025, 6:00 PM

Maricopa Library 18160 N Maya Angelou Dr., Maricopa, AZ 85138

PLANNING AND ZONING COMMISSION

September 22, 2025, 6:00 PM

City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

CITY COUNCIL

November 4, 2025, 6:00 PM

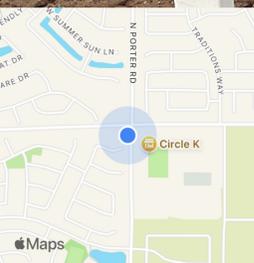
City Hall Council Chambers, 39700 W. Civic Center Plaza, Maricopa, AZ 85138

FOR QUESTIONS OR COMMENTS REGARDING THIS CASE, CONTACT CASE PLANNER:

Posting Date: August 6, 2025

Derek Scheerer 520-316-6980

Email: Derek.Scheerer@maricopa-az.gov



September 2, 2025 at 8:16 AM
+33.058030,-112.013664
41595 W Honeycutt Rd
Maricopa AZ 85138
United States

Derek Scheerer

From: y s <yls100@hotmail.com>
Sent: Friday, August 1, 2025 3:30 PM
To: Derek Scheerer
Subject: Case Number PA24-44 New Retail Development Terribles

You don't often get email from yls100@hotmail.com. [Learn why this is important](#)

Good Afternoon,

We have received correspondence indicating that an application has been filed for the development of a Terribles gas station/car wash.

We were under the impression that this was being proposed for a lot on Porter that was further to the west (Bowlin Road).

If the proposal is for the land across from Circle K we vehemently oppose it. There is already one gas station in the intersection. There must be other spaces available that would not affect our beautiful neighborhood. We did NOT oppose Circle K as we felt there was a need for another centrally located gas station. There are also NO homes around the perimeter of the building. It has certainly brought more traffic, noise, and criminal activity to the area which we can deal with. We do not want to even imagine what another gas station would bring. We love our neighbors and our neighborhood. The people one block over will have the gas station sitting in front of their homes. What an awful thing to do. Lots of companies pulling out of deals in CG/Maricopa Highway---let them build in a business corridor and not ruin the neighborhood.

We will certainly be in attendance at the meetings and we will be loudly voicing our opinions through other platforms as well.

Thank you for taking the time to consider the repercussions this development will contribute to.

Sincerely,
John and Yvette Stene

Subject Fw: Case No .ZON25-04 &
DRB25-13

From Yahoo Desk
<doglover95966@yahoo.com>

Date Today at 4:39 PM

Sent from Yahoo Mail for iPhone

Begin forwarded message:

On Thursday, August 7, 2025, 4:11
PM, Yahoo Desk
<doglover95966@yahoo.com>
wrote:

Mr. Scheerer:

I am writing to you in regards to the proposed Terrible's Fuel Center as I will be out of town during the meetings in August and September.

I opposed the proposed development of Terrible's Fuel Center. Traffic has become terrible in this area with the Circle K, school traffic, and events at the church located near this area. In addition to the traffic, the traffic noise

is horrible with impatient people racing up and down the street. I am worried about my property values.

When I moved here several years ago, I loved this town. Now it is becoming nothing but apartments that attract the wrong people who tend to hang out at places like the proposed development. Look at Circle K. This city does not need more apartments, fuel centers in neighborhoods, and fast food places. Let's get another decent grocery store, a Target, or Ulta to keep tax dollars here than going to Chandler or Casa Grande.

It would also be nice to have an Animal Control Substation to help all the animals dumped.

I hope this proposed business is denied in this area.

Sincerely
Lisa Vernon

Derek Scheerer

From: meggan murphy <guccipooch27@gmail.com>
Sent: Thursday, August 21, 2025 5:59 PM
To: Derek Scheerer
Subject: Case number PA24-44 new retail development Terrible's C-store

[You don't often get email from guccipooch27@gmail.com. Learn why this is important at <https://aka.ms/LearnAboutSenderIdentification>]

To whom it may concern:

We object the current site plan and rezoning of Terrible's C store. It's too close to residential housing with no definitive block wall barrier protecting us, the residents, from trash, traffic, foot traffic, parking in our cul-de-sac. Glenn Wilde streets are private and maintained by our HOA. That being said, who is responsible for cleaning the debris from said gas station? No current gas station in Maricopa, is not effectively barricaded from a residential neighborhood. With that being said, after 17 years of being here, I do not think my front view should be of the back of a gas station, let alone security cameras staring into my front yard. In addition, the unease that is created by the amount of foot traffic passing by. There are young children on this street, and people will speed and park here, thus endangering them. The intersection on Honeycutt and Porter is congested enough. As we already have seen from the circle K, people do not obey turn only in way entrances. In addition, I have video from my front yard, where people hid out by my vehicle, and got drunk after purchasing alcohol from circle k. With this being said, there are far more suitable locations for a new gas station in this area-by the apartments, Walmart, etc.

Thank you for your time,
Meggan and Keith Murphy
41559 w Chimayo Ct
Maricopa, AZ 85138
Sent from my iPhone



City Council Hearing

November 4, 2025

CITY OF
MARICOPA
PROUD HISTORY • PROSPEROUS FUTURE

Terrible's C-Store Honeycutt

City Initiated Rezone

ZON25-04/ORD25-13

Presented by: Derek Scheerer

Site Information:

Vicinity Map



Applicant:

Tim Rasnake, Archicon Architecture & Interiors, PC

Location:

SWC W. Honeycutt Rd. and N. Porter Rd.

Project Area:

Approximately 2.21 +/- acres

Proposal:

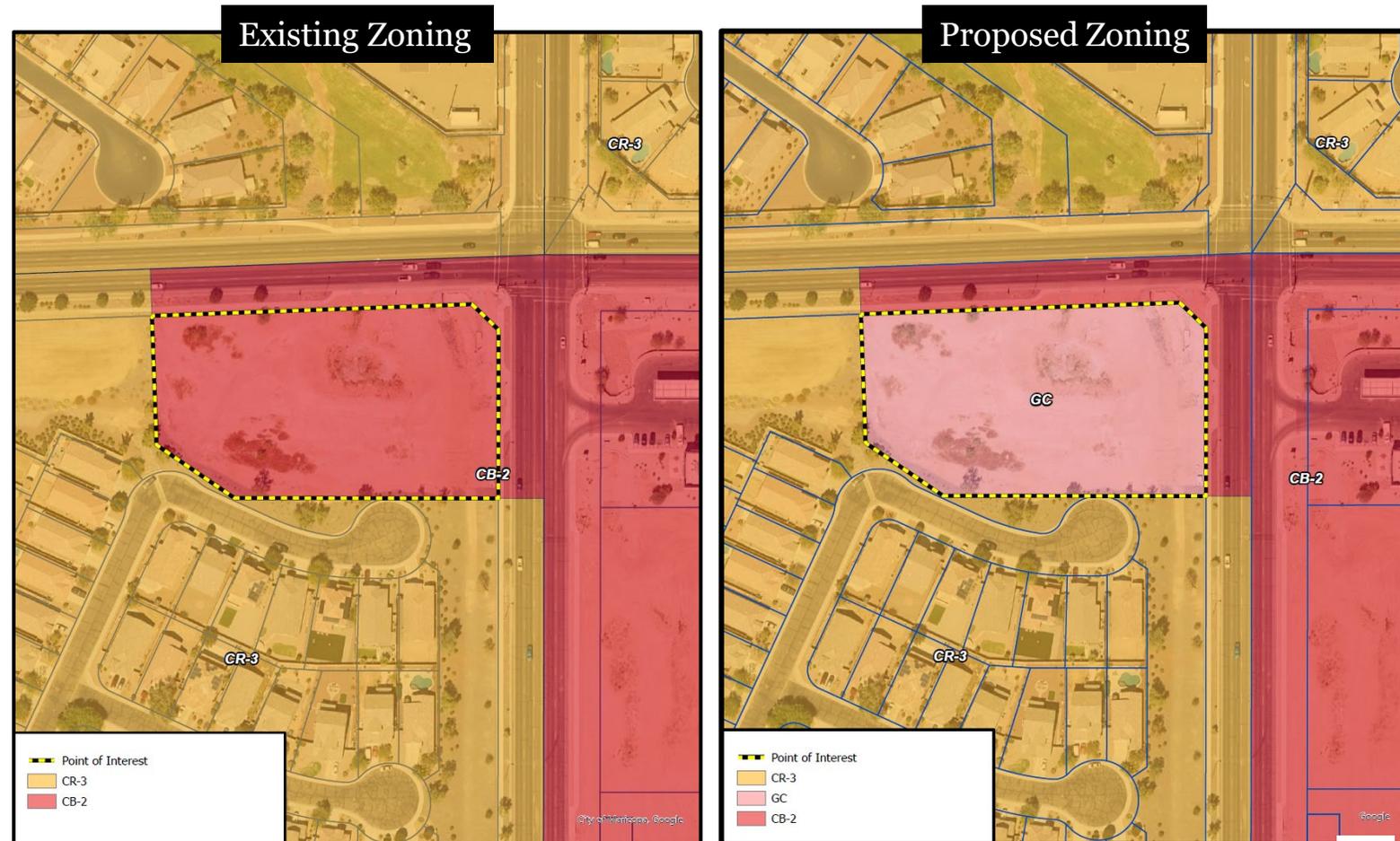
- A like-for-like Rezone from General Business (CB-2) to General Commercial (GC).

Details of the Request:

Rezone:

- City initiated like-for-like Rezone:
 - Current Zoning General Business (CB-2)
 - Proposed Zoning General Commercial (GC)
 - Proposed Rezone is to move the property out of legacy Pinal County Zoning and into current City of Maricopa Zoning.
 - Proposed Gasoline Service Station is a permitted use in both districts, like-for-like.

Terrible's C-Store Honeycutt



Staff Analysis:

Conformance with General Plan:

- The proposed development is consistent with the General Plan Future Land Use Map designation of the area.
- The proposed rezone is consistent with the directives of the General Plan to move properties out of legacy Pinal County Zoning and into current City of Maricopa Zoning.

Conformance with the Zoning Ordinance:

- The proposal is appropriate to the function of the site and is integrated with existing and future development in the area.
- The elevations and color combinations appear well integrated and complementary.
- The proposal will meet all requirements outlined in the Zoning Ordinance prior to approval.

Public Outreach:

- August 6, 2025 – Signs posted on site
- August 6, 2025 – 1st Notification letters sent to properties within 600’
- August 21, 2025 – Neighborhood meeting held
- September 2, 2025 – Sign posting updated
- September 2, 2025 – 2nd Notification letters sent to properties within 600’
- September 4, 2025 – Newspaper notice published in Casa Grande Dispatch
- September 22, 2025 – Planning and Zoning Commission public hearing
- Staff has three (3) letters of opposition to the proposal.

Commission Recommendation:

- On September 22, 2025, the Planning and Zoning Commission recommended that the Mayor and City Council **approve ZON25-04 Terrible's C-Store Honeycutt** and **adopt ordinance number ORD25-13**, subject to any conditions imposed by the City Council.

QUESTIONS?

Details of the Request:

Site Plan:

- Site Access:
 - Right-in/Right-out access along W. Honeycutt Rd.
 - Right-in/Right-out access along N. Porter Rd.
- Construction of the following:
 - 7-pump fuel station
 - Approx. 6,186 sq. ft. convenience store
 - Parking for 43 vehicles
 - Internal and external pedestrian connections to W. Honeycutt Rd. and N. Porter Rd.
- Development will occur in a single phase
- Landscaping provided all around site with heavy planting in southwest adjacent to residential development

Terrible's C-Store Honeycutt

