



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338

Monday, April 12, 2021

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

Mayor
Georgia Lord

Vice Mayor
Bill Stipp

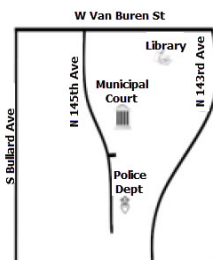
Councilmember
Joe Pizzillo

Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino



CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



City Clerk's Office: 190 N. Litchfield Rd, Goodyear, AZ 85338 (623) 882-7830

www.goodyearaz.gov/cityclerk

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

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

While the Goodyear City Council meetings are open to the public, the occupancy has been reduced to implement social distancing. Seating is generally available on a first come basis, but meeting attendees will be cycled in and out if necessary to allow for speakers to speak on certain agenda items.

If you wish to speak during a Regular Meeting, please complete a speaker's card so that we may ensure you are in the room for that item.

Face Masks are required and must be worn when moving throughout the building.

Members of the public may still participate in the following ways:

1. Submit questions and comments for the Mayor and Council at the meeting:
 - Send an email to publiccomments@goodyearaz.gov.
 - Comments are limited to three minutes (approximately 380 words).
 - Include the Agenda Item Number.
 - Include your contact information.
 - Include if you are a Goodyear resident.
2. View the meeting at:
 - www.facebook.com/goodyearazgov (no account necessary);
 - www.goodyearaz.gov/youtube
3. Contact your Mayor and Council any time prior to the meeting at gyccouncil@goodyearaz.gov.

CALL TO ORDER

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR STIPP

ROLL CALL

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

1. APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes from the Regular Meeting held on March 22, 2021 and the Special Meeting held on April 5, 2021. (Darcie McCracken, City Clerk)

2. AUTHORIZE THE EXECUTION OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY REQUIRED FOR DEVELOPMENT OF FIRE STATION 181 LOCATED SOUTHWEST OF CELEBRATE LIFE WAY AND 143RD AVENUE.

Recommendation:

Authorize the execution of the Utility Easement granting Arizona Public Service Company, an Arizona corporation the Utility Easement, which is required for the development of Fire Station 181. (Linda Beals, Real Estate Coordinator)

3. **AUTHORIZE THE EXECUTION OF A POWER DISTRIBUTION FACILITIES EASEMENT, AN IRRIGATION EASEMENT AND AN INGRESS AND EGRESS EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE SURFACE RAW WATER PUMP STATION LOCATED NORTHEAST OF BROADWAY AND AVONDALE ROADS.**

Recommendation:

Authorize the execution of the Power Distribution Facilities Easement, the Irrigation Easement and the Ingress and Egress Easement to Salt River Project Agricultural Improvement and Power District required for the operation of the surface raw water pump station located northeast of Broadway and Avondale Roads. (Linda Beals, Real Estate Coordinator)

4. **ACCEPTANCE OF A TRAFFIC CONTROL EASEMENT RELATED TO THE ESTRELLA FOOTHILLS HIGH SCHOOL TRAFFIC SIGNAL PROJECT**

Recommendation:

Accept a Traffic Control Easement from Buckeye Union High School District, No. 201 and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

5. **CONSENT AGREEMENT WITH ARIZONA CORPORATION COMMISSION**

Recommendation:

Approve and authorize the City Manager to execute the Consent Agreement between the Arizona Corporation Commission and the City of Goodyear. (Sumeet Mohan, Engineering Director)

6. **AMEND CONDITIONS OF APPROVAL OF THE FINAL PLAT OF SEDELLA PARCEL 2B**

Recommendation:

Amend the conditions of the April 13, 2020 approval of the Final Plat of Sedella Parcel 2B, to delete stipulation 7 and add two stipulations. (Stephen Scinto, Deputy Director Engineering)

7. **AMEND CONDITIONS OF APPROVAL OF THE FINAL PLAT OF SEDELLA PARCEL 2A**

Recommendation:

Amend the conditions of the April 13, 2020 approval of the Final Plat of Sedella Parcel 2A, to delete stipulation 8 and add two stipulations. (Stephen Scinto, Deputy Director Engineering)

8. **APPROVE SIX-MONTH EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF GOODYEAR**

Recommendation:

Authorize the City Manager or designee to execute all documents necessary for two (2) six-month extensions to the IGA for wastewater pretreatment service between the State of Arizona and the city of Goodyear to allow for up to one year to negotiate a new long-term agreement. (Barbara Chappell, Deputy Public Works Director)

9. **APPROVAL OF INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE WEST VALLEY MOBILE FIELD FORCE TEAM**

Recommendation:

Approve the Intergovernmental Agreement for the City of Goodyear's Police Department to participate in the West Valley Mobile Field Force Team. (Santiago Rodriguez, Chief of Police)

10. **APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM**

Recommendation:

Approve the Intergovernmental Agreement for the Police Department to participate in the West Valley Incident Response Team. (Santiago Rodriguez, Chief of Police)

BUSINESS**11. GOVERNOR'S OFFICE OF HIGHWAY SAFETY PROPOSITION 207 GRANT FUNDING RESOLUTION****Recommendation:**

ADOPT RESOLUTION NO. 2021-2144 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2021-2022 GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) PROPOSITION 207 GRANT FUNDS TO THE GOODYEAR POLICE DEPARTMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE REQUIRED BUDGET TRANSFERS (IF GRANT FUNDS ARE AWARDED). (Santiago Rodriguez, Chief of Police)

12. ELECTRONIC SIGNATURES ON CANDIDATE PETITIONS**Recommendation:**

Staff recommends utilization of the Secretary of State's E-Qual system to electronically obtain voter signatures on candidate petitions beginning with the 2022 elections. (Darcie McCracken, City Clerk)

INFORMATION ITEMS

Comments, commendations, report on current events and presentations by Mayor, Councilmembers, staff or members of the public. The Council may not propose, discuss, deliberate or take any legal action on the information presented, pursuant to A.R.S. § 38-431.02.

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

FUTURE MEETINGS

April 19, 2021

Work Session

5:00 p.m.

ADJOURNMENT

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

LA CIUDAD DE GOODYEAR PROCURA HACER TODA JUNTA PUBLICA ACCESIBLE A PERSONAS CON DISCAPACIDADES. Con un aviso de 48 horas por adelantado se puede proveer asistencia especial a personas con discapacidades visuales o auditivas durante la junta. Se harán adaptaciones razonables con previa solicitud para personas con discapacidades o para residentes que no hablan inglés. Favor de llamar a la Secretaria Municipal al (623) 882-7830 o Retransmisión de Arizona (TDD) 7-1-1 para solicitar adaptaciones para participar en la junta pública.

AGENDA ITEM #: 1.
DATE: 04/12/2021



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes from the Regular Meeting held on March 22, 2021 and the Special Meeting held on April 5, 2021. (Darcie McCracken, City Clerk)

Attachments

March 22, 2021 Regular Meeting Draft Minutes

April 5, 2021 Special Meeting Draft Minutes

City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, March 22, 2021	6:00 p.m.	Meeting Minutes
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CALL TO ORDER

Mayor Lord called the Regular Meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO

ROLL CALL

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

Staff City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken
Present:

COMMUNICATIONS

1. 2021 HOP & HOPS "EGG-LUMINATED" DRIVE-THRU EVENT

Festival and Events Coordinator Brenna Hosey presented information on the Hop and Hops Event. Ms. Hosey stated the event would be a four-day nighttime event with imaginative and illuminated displays that participants would be driving through.

Council expressed that the event looked liked fun and thanked staff for their work on putting the event together.

CITIZENS COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Brannon Hampton to APPROVE Consent Agenda Items 2 through 8. The motion carried by the following vote:

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation:

Approve the draft minutes of the March 1, 2021 City Council Regular Meeting and the March 15, 2021 Special Meeting. (Darcie McCracken, City Clerk)

3. CANVASS THE MARCH 9, 2021 ELECTION RESULTS

Recommendation:

ADOPT RESOLUTION NO. 2021-2138 DECLARING AND ADOPTING THE RESULTS OF THE SPECIAL ELECTION HELD ON MARCH 9, 2021; DECLARING RESULTS ON TEN PROPOSITIONS; AND ORDERING THE CITY CLERK TO RECORD THIS RESOLUTION. (Darcie McCracken, City Clerk)

4. LOCATION TRANSFER FOR SERIES 6 (BAR) LIQUOR LICENSE FOR MACAYO'S

Recommendation:

Recommend to the Arizona Department of Liquor Licenses and Control (DLLC) approval of Application No. 138155, a request from Navayogasingam Thuraisingam, agent/applicant for Kind Hospitality Inc., for a Location Transfer of a Series 6 (Bar) liquor license. No. 06070119, located at 1474 N Litchfield Road, Goodyear, Arizona 85338 (Generally located west of Litchfield Road and south of McDowell Road). (Darcie McCracken, City Clerk)

5. PRELIMINARY PLAT FOR AVION AT BALLPARK VILLAGE

Recommendation:

Approve the preliminary plat for Avion at Ballpark Village attached hereto, subdividing approximately 153.65 acres into 575 lots, 49 tracts and 2 parcels (the "Property"), subject to stipulations. (Christian Williams, Planner)

6. FINAL PLAT OF REV AT BALLPARK VILLAGE

Recommendation:

Waive the requirement for a preliminary plat pursuant to A.R.S. 9.463.01(U) and conditionally approve the Replat of REV at Ballpark Village attached hereto, subject to stipulations. (Katie Wilken, Planning Manager)

7. ACCEPTANCE OF A PUBLIC UTILITY AND SIDEWALK EASEMENT ASSOCIATED WITH THE GOODYEAR PROFESSIONAL PLAZA PROJECT

Recommendation:

Accept the Public Utility and Sidewalk Easement attached hereto and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

8. APPROVE THE BUDGET TRANSFERS FOR FY2021

Recommendation:

Approve the FY2021 budget transfers. (Doug Sandstrom, Finance Director)

PUBLIC HEARINGS

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

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

- D. Receive Public Comment
- E. Close the Public Hearing

9. **COBBLESTONE EXPRESS CAR WASH USE PERMIT REQUEST TO ALLOW A CAR WASH USE ON PROPERTY ZONED PLANNED AREA DEVELOPMENT (PAD), GENERAL COMMERCIAL (C-2)**

Mayor Lord opened the Public Hearing at 6:08 p.m.

Planning Manager Katie Wilken presented a use permit request to allow a car wash use on property zoned Planned Area Development (PAD), General Commercial (C-2) in the Canyon Trails Towne Center. She stated the property was located on Yuma Road, east of Cotton Lane on a 1.81-acre undeveloped PAD site.

Ms. Wilken provided the details of the conceptual site, landscape and elevation plans for the car wash. She also discussed the noise study that was conducted due to concerns about the noise generated from the blowers.

Ms. Wilken added that there was no opposition from the public and that the Planning and Zoning Commission was recommending approval.

Jessie Macias with M3 Design thanked staff for their work and was available to answer questions.

Mayor Lord closed the Public Hearing at 6:14 p.m.

Councilmember Kaino expressed her concern with the location near the primary entryway off of Yuma Road and the proximity to the Target shopping center and there being a backup of cars. She expressed that she could not support the car wash in the current placement and would like to see it re-located.

Council and staff discussed the queuing of the proposed car wash and other established car washes along with traffic concerns from the future Loop 303 extension and intersection improvement at Yuma Road.

It was discussed that delivery truck traffic could be encouraged to enter into the site through a secondary entrance to avoid any type of vehicle congestion at the car wash entryway.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to RECOMMEND conditional approval of a request for a Use Permit to allow a car wash (Cobblestone Express) on a 1.81-acre property zoned Planned Area Development (PAD), General Commercial (C-2) located North of W. Yuma Road and East of S. Cotton Lane, subject to stipulations. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell, Councilmember Brannon Hampton

NAY: Councilmember Laura Kaino

Passed

10. **APPROVE THE ARIZONA STATE LAND DEPARTMENT REZONE**

Mayor Lord opened the Public Hearing at 6:30 p.m.

Planning Manager Katie Wilken presented an Arizona State Land Department (ASLD) Rezone request. Ms. Wilken noted that there had been considerable public interest in this request and would be addressing some of the resident's concerns in her presentation.

Ms. Wilken stated the site consisted of about 1,100 acres of State Trust Land located north of Interstate 10 (I-10) and west of Loop 303 (the 303). Ms. Wilken explained the meaning of State Trust Land adding that State Trust Land was not public land. The purpose of the land was to generate revenue for beneficiaries such as K-12 public schools.

Ms. Wilken discussed that the General Plan designated the area as Business and Commerce, Industrial and Luke Compatible Land Use Overlay. She added that it was zoned as Agriculture. She also discussed the details of the site conditions.

Ms. Wilken went on to discuss the Planned Area Development (PAD) Zoning Proposal that included three districts. The districts were office zone, light industrial zone, and general industrial zone.

Ms. Wilken explained the modifications to the PAD since it went to the Planning and Zoning Commission. She also explained the infrastructure and services for the area noting that water was being serviced by EPCOR and wastewater was being serviced by the City of Goodyear. The site was also within existing City of Goodyear police and fire service areas.

Ms. Wilken spoke about the Transportation Master Plan stating that Perryville Road was planned to be a minor arterial road instead of parkway as originally planned.

Ms. Wilken added that there were many questions as to what was being built on the site, and she stated that the end user was unknown and that Development Services had not received any site plans.

Ms. Wilken also spoke about the public outreach that was conducted. A neighborhood meeting was held via Zoom that had over 100 logins some of which included staff members. She added that several comments and concerns from the public were also received by email or telephone. Ms. Wilken stated that most of the comments and concerns were related to industrial uses located close to residential neighborhoods along with truck traffic and the loss of farming.

Ms. Wilken stated that the Planning and Zoning Commission forwarded a recommendation of denial for this request.

Carolyn Oberholtzer with Bergin, Frakes, Smalley & Oberholtzer, PLLC, thanked staff and the City for their work on the rezone. Ms. Oberholzer stated that the property was regionally significant and that staff helped facilitate appropriate transitions between the different uses of residential, office and industrial on the property.

Hector Hernandez, Avondale resident and carpenter, spoke in favor of the rezone stating that it was a great project that would create many jobs in the west valley.

Billie Jo White, El Mirage resident and union millwright, also spoke in favor of the rezone stating that the project would boost the economy in the Goodyear area and help the school districts.

Jessica Wade, Litchfield Farms resident, spoke in opposition of the rezone adding that the development would increase traffic, put a strain on water resources, increase pollution and

emit hazardous chemicals into the environment.

Andrew Decker, Sedella resident, also spoke in opposition to the rezone expressing that he did not want the project in the area due to the unknown environmental impacts the industrial site may have on the area, such as groundwater contamination.

Byrne Skaggs submitted a speaker card, not wishing to speak and in opposition of the rezone.

Kenneth Steel, with Pinnacle Prevention, spoke in favor of the rezone stating that he hoped the rezone would preserve a reasonable percentage of the land for ongoing agricultural use for food production.

Michelle Lloyd, Sedella resident, spoke in opposition of the rezone adding that her largest concern was the wastewater runoff from the potential semiconductor manufacturing business that may be built on the site. Mike Lloyd, Sedella resident, did not speak and also opposed the rezone.

Steve Mason, Sedella resident, spoke in opposition of the rezone expressing his concern with building heights, traffic safety, truck noise and the environmental issues previously mentioned.

Leslie LeVan, Litchfield Park resident, also spoke in opposition to the rezone. Ms. LeVan stated that she was concerned with Perryville Road being a wide road and the traffic being so close to homes.

Deniece Platt, Litchfield Heights resident, submitted an email in opposition to the rezone citing concerns with crime, traffic and the taxing of resources.

A letter from the Lancaster Family (Chad, Julia, Cash and Molly), who are Litchfield Farms residents, was submitted in opposition to the rezone stating that the proposed development would negatively affect the environment, their quality of life and property values.

Danielle Guerrero, submitted a comment via email regarding the ASLD Rezone. Ms. Guerrero stated she would respect whatever decision was made and hoped that it was an informed decision.

Becky Carrasco, Sedella resident, also submitted a comment via email regarding the ASLD Rezone. Ms. Carrasco expressed that farming and agriculture needed to stay alive in the west valley and hoped that the farms were not forced out by industrial business.

Shawn Duncan, with Duncan Family Farms, thanked the residents and everyone for their time, thoughts, and consideration. Mr. Duncan stated he could not discuss any details as Duncan Family Farms due to signing a non-disclosure agreement.

Mayor Lord closed the Public Hearing at 7:36 p.m.

Council asked once something was rezoned, what was the role of staff in relation to traffic and meeting the PAD standards and regulations. Ms. Wilken replied that it was staff's role to ensure the site plan or preliminary plat meets the standards and regulations that have been set by the City. For example, when a traffic study is submitted with a site plan, staff would make sure it meets the City's standards.

Council asked if the City had heard from the Litchfield Elementary School District about

Scott L. Libby Elementary School. Ms. Wilken responded that the City had not heard from any of the school districts. She added that mailers were sent to the email addresses that were provided for development proposals to be sent to and that no responses had been received.

Council asked if the process for a site plan submittal could be explained. Ms. Wilken replied that an applicant would submit required documents that included site layout, parking, landscaping, grading, and utility plans. Staff would then review the plans and look for any deficiencies that do not meet City standards. Those comments are returned to the applicant who then has to bring the deficiencies up to City standards. The applicant gets a site plan approval once the deficiencies are corrected and the applicant then moves on to their construction plans.

Council expressed that this was not a new zoning proposal for this land and that this land had been targeted in the General Plan as an industrial area for almost 20 years.

Council asked for an explanation on how the City would handle the possibility of water contamination. Public Works Director Javier Setovich explained that the City was working with the Arizona Department of Environmental Quality on a new program to test wells within 5 miles of a contamination area. He added that the City of Goodyear water wells have not shown any contamination.

Development Services Director Christopher Baker added that whenever a project was proposed anywhere in the City, the plans are reviewed by staff in the Building Safety Department. The industrial pretreatment process was included early on in the application process to ensure the applicant understands what the City's expectations are and what the treatment facility's wastewater limits are and what they can and cannot accept.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2140 DECLARING A PUBLIC RECORD THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-01 CITY OF GOODYEAR, AZ – REZONE CASE"; "LEGAL DESCRIPTION – ASLD REZONE"; AND "ARIZONA STATE LAND DEPARTMENT PAD, DATED MARCH 11, 2021". The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to ADOPT ORDINANCE NO. 2021-1497 CONDITIONALLY REZONING APPROXIMATELY 1,060 ACRES GENERALLY LOCATED EAST OF PERRYVILLE ROAD, SOUTH OF INDIAN SCHOOL ROAD, WEST OF CITRUS ROAD, NORTH OF MCDOWELL ROAD; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, AND PENALTIES. The motion carried by the following vote:

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

Passed - Unanimously

11. ESTABLISH CHAPTER 27 IN THE GOODYEAR CITY CODE FOR PARKS & RECREATION AND ADD ARTICLE 27-1 (TREE CARE AND MANAGEMENT)

Parks and Recreation Deputy Director David Seid and Right of Way Superintendent Wayne Smith presented a request to adopt a tree ordinance in the quest for the City of Goodyear to become an official Tree City USA. Mr. Seid introduced Mr. Smith and discussed his background.

Mr. Smith provided the background of the Bike and Pedestrian Path Shade Study Plan and the benefits of becoming a Tree City USA member.

Mr. Smith added that the reason for this designation is that trees are important to the City. Trees provide energy savings, storm water management, erosion control and pavement preservation.

Council asked if a cactus was considered a tree. Mr. Smith replied that the Saguaro Cactus was considered a tree.

Council asked if the Parks and Recreation staff would take into consideration hanging banners throughout the City displaying that the City is a Tree City, once it received the designation. Mr. Seid responded that there was a marketing campaign in mind to share the designation with the community.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Brannon Hampton to ADOPT RESOLUTION NO. 2021-2132 DECLARING A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "ENACTING A NEW CHAPTER OF THE CITY OF GOODYEAR CODE OF ORDINANCES, TO ESTABLISH CHAPTER 27 PARKS AND RECREATION, ARTICLE 27-1 TREE CARE AND MANAGEMENT". The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Vice Mayor Bill Stipp, SECONDED BY Councilmember Joe Pizzillo to ADOPT ORDINANCE NO. 2021-1496 ENACTING A NEW CHAPTER TO THE CITY OF GOODYEAR CODE OF ORDINANCES TO ESTABLISH CHAPTER 27 TITLED, PARKS AND RECREATION, AND ESTABLISHING ARTICLE 27-1 TREE CARE AND MANAGEMENT; PROVIDING FOR CORRECTIONS; SEVERABILITY; PENALTIES AND AN EFFECTIVE DATE. The motion carried by the following vote:

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

Passed - Unanimously

12. AUTHORIZING THE ISSUANCE OF TAXABLE ADVANCE REFUNDING OF SERIES 2011A IN THE AMOUNT NOT TO EXCEED \$25,800,000

Finance Deputy Director Jared Askelson presented an excise tax refunding authorization

request. Mr. Askelson discussed the details of bond ratings adding that the City's excise tax obligation ratings were at an AA+ by Standard & Poor's and Aa1 by Moody's.

Mr. Askelson explained what excise tax refunding was and what was impacted due to the refunding.

Council asked if staff had considered purchasing insurance to get the rating to AAA and if there was a savings in doing so. Mr. Askelson responded that with the interest rates being as low as they are, it would not make an appreciable difference.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Bill Stipp to ADOPT RESOLUTION NO. 2021-2135 AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT, A TRUST AGREEMENT, A DEPOSITORY TRUST AGREEMENT, A CONTINUING DISCLOSURE CERTIFICATE, AN OBLIGATION PURCHASE AGREEMENT AND FORMS OF RELATED OBLIGATION DOCUMENTS; APPROVING A PRELIMINARY OFFICIAL STATEMENT; APPROVING THE SALE, EXECUTION AND DELIVERY OF TAXABLE EXCISE TAX REVENUE REFUNDING OBLIGATIONS, SERIES 2021, EVIDENCING A PROPORTIONATE INTEREST OF THE OWNERS THEREOF IN AN AGREEMENT BETWEEN THE CITY OF GOODYEAR, ARIZONA AND A TRUSTEE; AUTHORIZING AND RATIFYING THE TAKING OF ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THE RESOLUTION. The motion carried by the following vote:

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

Passed - Unanimously

13. AUTHORIZING THE ISSUANCE OF THE CITY OF GOODYEAR GENERAL OBLIGATION BONDS FOR MUNICIPAL BUILDINGS IN THE AMOUNT NOT TO EXCEED \$45,195,000

Finance Deputy Director Jared Askelson presented a request to authorize the issuance of General Obligation bonds (GO Bonds). Mr. Askelson discussed the details of the projects, planning and payments involved with GO Bonds.

Mr. Askelson also added that the GO Bond rating stood at AA with Standard & Poor's and at Aa1 with Moody's.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to ADOPT RESOLUTION NO. 2021-2134 AUTHORIZING THE ISSUANCE AND SALE OF CITY OF GOODYEAR, ARIZONA, GENERAL OBLIGATION BONDS, SERIES 2021; DELEGATING THE AUTHORITY TO APPROVE CERTAIN MATTERS WITH RESPECT TO THE BONDS; PROVIDING FOR THE ANNUAL LEVY OF A TAX FOR THE PAYMENT OF THE BONDS; APPOINTING A REGISTRAR AND PAYING AGENT FOR THE BONDS; APPROVING THE FORM OF CERTAIN DOCUMENTS AND AUTHORIZING COMPLETION, EXECUTION AND DELIVERY THEREOF; DELEGATING THE AUTHORITY TO APPROVE AND DEEM FINAL A FORM OF OFFICIAL STATEMENT; RATIFYING ALL ACTIONS TAKEN AND TO BE TAKEN WITH RESPECT TO THE BONDS IN FURTHERANCE OF THIS RESOLUTION; AND AUTHORIZING ANY NECESSARY BUDGET TRANSFERS RELATED TO THE BONDS AND THE PROJECTS FINANCED THEREBY. The motion carried by the following vote:

AYE: Mayor Georgia Lord, Vice Mayor Bill Stipp, Councilmember Joe Pizzillo, Councilmember Sheri Lauritano, Councilmember Wally Campbell,

Councilmember Brannon Hampton, Councilmember Laura Kaino
Passed - Unanimously

INFORMATION ITEMS

There were no information items.

FUTURE MEETINGS

April 5, 2021 Work Session 5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Regular Meeting at 8:41 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on March 22, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

City Council Special Meeting

Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338



Monday, April 5, 2021

Immediately Following the
Work Session that Began at
5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Lord called the Special Meeting to order at 6:51 p.m.

ROLL CALL

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

Staff Present: City Manager Julie Arendall; City Attorney Roric Massey; City Clerk Darcie McCracken

BUSINESS

COUNCIL, UPON ROLL CALL VOTE, MAY CONVENE INTO EXECUTIVE SESSION AS POSTED FOR THE FOLLOWING:

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Joe Pizzillo to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

1. Pursuant to A.R.S. § 38-431.03(A)(3) and (4): Discussion and consultation with the City Attorney and the City Manager to receive an update, consider its position, and provide instruction/direction to City Attorney and City Manager regarding City's position in connection with development agreements with Microsoft.
2. Pursuant to A.R.S. § 38-431.03(A)(3) and (5): Discussion and consultation with City Attorney for legal advice regarding the Meet and Confer Ordinance and Memorandums of Understanding with employee organizations and for discussion and consultation with the City's designated representatives in order to consider its position and instruct its representatives regarding negotiations with employee organizations regarding salaries, salary schedules or compensation paid in the form of fringe benefits for employees of the City.

Mayor Lord recessed the Special Meeting at 6:53 p.m.

Mayor Lord reconvened the Special Meeting at 7:02 p.m.

Mayor Lord convened the Executive Session at 7:02 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Lord adjourned the Executive Session at 8:24 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Lord reconvened the Special Meeting at 8:24 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Lord adjourned the Special Meeting at 8:24 p.m.

Darcie McCracken, City Clerk

Georgia Lord, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on April 5, 2021. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2021.

SEAL:

Darcie McCracken, City Clerk

AGENDA ITEM #: 2.

DATE: 04/12/2021



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE EXECUTION OF A UTILITY EASEMENT TO ARIZONA PUBLIC SERVICE COMPANY REQUIRED FOR DEVELOPMENT OF FIRE STATION 181 LOCATED SOUTHWEST OF CELEBRATE LIFE WAY AND 143RD AVENUE.

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Issuance of Utility Easement to Arizona Public Service Company required for the development of Fire Station 191 located southwest of Celebrate Life Way and 143rd Avenue.

Recommendation:

Authorize the execution of the Utility Easement granting Arizona Public Service Company, an Arizona corporation the Utility Easement, which is required for the development of Fire Station 181. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT:

There will be no fiscal impact to the City in fiscal year 2021 or future years related to the issuance of the easement.

BACKGROUND AND PREVIOUS ACTIONS:

The City owns approximately five acres of land located southwest Celebrate Life Way and North 143rd Avenue (approximately 480 feet north of West Van Buren Street). A portion of the property was acquired from the State of Arizona (Arizona Department of Transportation) in April 2019 and a portion of the property was purchased from Cheyenne Valley, LLC in May 2019. The property was acquired by the City in connection with a capital improvement project for the construction of a replacement Fire Station 181, which replaces the former Fire Station 181 at 14000 West Yuma Road.

STAFF ANALYSIS

Fire Station 181 is currently under construction and requires the placement of electrical facilities by Arizona Public Service Company, an Arizona corporation (APS) to provide permanent power to the site. In order to place the necessary electrical facilities, APS requires the City to provide APS with the Utility Easement attached hereto.

Attachments

Utility Easement

SW 4 1N 1W
APN 500-10-718A
CCW-21-27
WA532522
SER RLM

UTILITY EASEMENT

CITY OF GOODYEAR, an Arizona municipal corporation, (hereinafter called "Grantor"), is the owner of the following described real property located in Maricopa County, Arizona (hereinafter called "Grantor's Property"):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor, for and in consideration of One Dollar (\$1.00) and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **ARIZONA PUBLIC SERVICE COMPANY**, an Arizona corporation, (hereinafter called "Grantee"), and to its successors and assigns, a non-exclusive right, privilege, and easement at locations and elevations, in, upon, over, under, through and across, a portion of Grantor's Property described as follows (herein called the "Easement Premises"):

SEE EXHIBIT "B" ATTACHED HERETO AND MADE A PART HEREOF

Grantee is hereby granted the right within the Easement Premises to: construct, reconstruct, replace, repair, operate and maintain electrical lines, together with appurtenant facilities and fixtures for use in connection therewith, for the transmission and distribution of electricity to, through, across, and beyond Grantor's Property; install, operate and maintain telecommunication wires, cables, conduits, fixtures and facilities incidental to supplying electricity or for Grantee's own use (said electrical and telecommunication lines, facilities and fixtures collectively herein called "Grantee Facilities").

Grantee is hereby granted the right, but not the obligation, to trim, prune, cut, and clear away trees, brush, shrubs, or other vegetation on, or adjacent to, the Easement Premises whenever in Grantee's judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.

Grantee shall at all times have the right of full and free ingress and egress to and along the Easement Premises for the purposes herein specified.

Grantor shall maintain clear areas that extend: 1) 3 feet from and around all edges of all switching cabinet pads and 2 feet from and around all edges of all transformer pads and other equipment pads, and 2) a clear operational area that extends 10 feet immediately in front of all transformer, switching cabinet and other equipment openings, and 3) a 6 feet by 6 feet hot-stick operating area off the front left corner of all transformers. No obstructions, trees, shrubs, large landscape rocks, fences, fixtures, or permanent structures shall be placed by Grantor within said clear areas; nor shall Grantor install landscape irrigation or sprinkler systems within said clear areas. Landscape irrigation or sprinkler systems installed adjacent to the clear areas shall be installed and maintained so that the transformers, switching cabinets or any other equipment do not get wet by spray or irrigation.

Grantor shall not locate, erect or construct, or permit to be located, erected or constructed, any building or other structure or drill any well within the limits of the Easement Premises; nor shall Grantor plant or permit to be planted any trees within the limits of the Easement Premises without the prior written consent of Grantee. However, Grantor reserves the right to use the Easement Premises for purposes that are not inconsistent with Grantee's easement rights herein conveyed and which do not interfere with or endanger any of the Grantee Facilities, including, without limitation, granting others the right to use all or portions of the Easement Premises for utility or roadway purposes and constructing improvements within the Easement Premises such as paving, sidewalks, landscaping, and curbing. Notwithstanding the foregoing, Grantor shall not have the right to lower by more than one foot or raise by more than two feet the surface grade of the Easement Premises, and in no event shall a change in the grade compromise Grantee's minimum cover requirements or interfere with Grantee's operation, maintenance or repair.

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

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

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

IN WITNESS WHEREOF, **CITY OF GOODYEAR**, an Arizona municipal corporation, has caused this Utility Easement to be executed by its duly authorized representative, this ____ day of _____, 202__.

THE CITY OF GOODYEAR,
an Arizona municipal corporation

By: _____
Georgia Lord, Mayor

STATE OF _____ }
 } ss.
County of _____ }

This instrument was acknowledged before me this ____ day of _____, 202__
by Georgia Lord, Mayor of the CITY OF GOODYEAR.

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

Notary Seal:

Notary Public Signature

EXHIBIT “A”

LEGAL DESCRIPTION OF GRANTOR’S PROPERTY (DOC. #2019-0376539 M.C.R.)

A PORTION OF LOT 1 AIRPORT GATEWAY AT GOODYEAR, RECORDED IN BOOK 1011, PAGE 44, RECORDS OF MARICOPA COUNTY (MCR) AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 4, FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 4, BEARS NORTH 89 DEGREES 16 MINUTES 24 SECONDS WEST, A DISTANCE OF 2,626.78 FEET;

THENCE UPON AND WITH THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 4, NORTH 89 DEGREES 16 MINUTES 24 SECONDS WEST, A DISTANCE OF 25.00 FEET;

THENCE DEPARTING SAID SOUTH LINE, NORTH 00 DEGREES 40 MINUTES 09 SECONDS EAST, A DISTANCE OF 47.00 FEET TO A POINT ON THE EXISTING NORTH RIGHT OF WAY LINE OF WEST VAN BUREN STREET AND THE SOUTHEAST CORNER OF THE AFORESAID LOT 1, SAID POINT BEING THE POINT OF BEGINNING;

THENCE UPON AND WITH SAID NORTH RIGHT OF WAY LINE, NORTH 89 DEGREES 16 MINUTES 24 SECONDS WEST, A DISTANCE OF 36.00 FEET TO THE WESTERLY LINE OF THE EASTERLY STRIP OF THE AFORESAID LOT 1;

THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE, UPON AND WITH THE AFORESAID WESTERLY LINE, NORTH 00 DEGREES 40 MINUTES 09 SECONDS EAST, A DISTANCE OF 814.67 FEET TO THE NORTHEAST CORNER OF THE CERTAIN PARCEL DESCRIBED IN INSTRUMENT NO. 1992-0011166, MCR;

THENCE DEPARTING SAID WESTERLY LINE AND PARCEL CORNER, SOUTH 89 DEGREES 16 MINUTES 24 SECONDS EAST, A DISTANCE OF 61.00 FEET TO THE EAST LINE OF THE AFORESAID LOT 1 AND BEING THE WEST RIGHT OF WAY LINE OF NORTH 143RD AVENUE;

THENCE UPON AND WITH SAID EAST LINE AND THE WEST RIGHT OF WAY LINE, SOUTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 111.66 FEET;

THENCE SOUTH 04 DEGREES 11 MINUTES 55 SECOND WEST, A DISTANCE OF 243.69 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 205.70 FEET;

THENCE SOUTH 05 DEGREES 25 MINUTES 57 SECONDS WEST, A DISTANCE OF 120.42 FEET;

THENCE SOUTH 00 DEGREES 40 MINUTES 09 SECONDS WEST, A DISTANCE OF 134.06 FEET TO A THE POINT OF BEGINNING.

EXHIBIT "B"
ARIZONA PUBLIC SERVICE JOB #WA532522
GOODYEAR FIRE STATION 181

A Utility Easement situated within the Southwest quarter of Section 4, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the South quarter corner of said Section 4, from which the Southwest corner of said Section 4 bears North 89 degrees 16 minutes 24 seconds West, a distance of 2626.78 feet;

THENCE along the South line of the Southwest quarter of said Section 4, North 89 degrees 16 minutes 24 seconds West, a distance of 25.00 feet;

THENCE departing said South line, North 00 minutes 40 minutes 09 seconds East, a distance of 47.00 feet to a point on the existing North right of way line of West Van Buren Street and the Southeast corner of Lot 1, AIRPORT GATEWAY AT GOODYEAR, recorded in Book 1011, Page 44, records of Maricopa County;

THENCE along said North right of way line of West Van Buren Street, North 89 degrees 16 minutes 24 seconds West, a distance of 36.00 feet to the Southwest corner of said Lot 1;

THENCE along the Westerly line of said Lot 1, North 00 degrees 40 minutes 09 seconds East, a distance of 483.80 feet to the POINT OF BEGINNING of this Utility Easement description;

THENCE continuing along the Westerly line of said Lot 1, North 00 degrees 40 minutes 09 seconds East, a distance of 18.25 feet;

THENCE departing the Westerly line of said Lot 1, North 89 degrees 45 minutes 06 seconds East, a distance of 15.37 feet;

THENCE South 00 degrees 14 minutes 54 seconds East, a distance of 4.00 feet;

THENCE North 89 degrees 45 minutes 06 seconds East, a distance of 4.00 feet;

THENCE South 00 degrees 14 minutes 54 seconds East, a distance of 6.00 feet;

THENCE South 89 degrees 45 minutes 06 seconds West, a distance of 4.00 feet;

THENCE South 00 degrees 14 minutes 54 seconds East, a distance of 2.97 feet;

THENCE South 27 degrees 18 minutes 13 seconds East, a distance of 23.33 feet to the Westerly line of a 20 foot proposed Public Utility Easement (PUE) by the City of Goodyear;

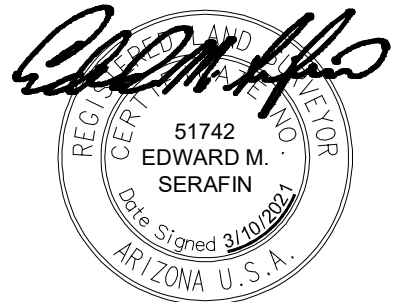
THENCE along the Westerly line of said proposed PUE, South 04 degrees 11 minutes 55 seconds West, a distance of 8.43 feet to an angle point of the Westerly line of said proposed PUE;

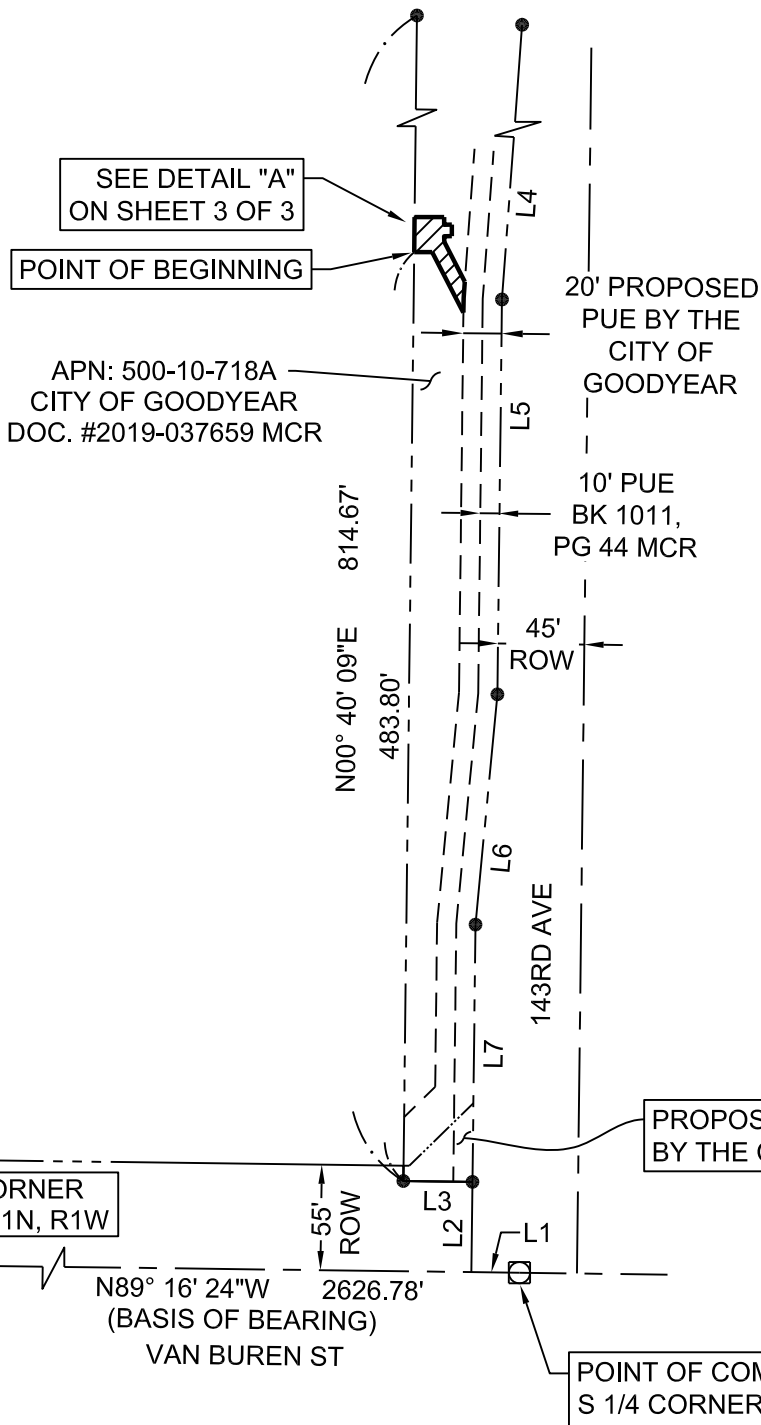
THENCE along the Westerly line of said proposed PUE, South 00 degrees 40 minutes 09 seconds West, a distance of 7.66 feet;

THENCE departing the Westerly line of said proposed PUE, North 27 degrees 18 minutes 13 seconds West, a distance of 35.44 feet;

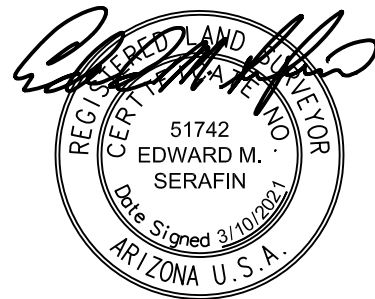
THENCE South 89 degrees 45 minutes 06 seconds West, a distance of 9.38 feet to the POINT OF BEGINNING.

Contains an area of 525.61 square feet or 0.0121 acres, more or less.





LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°16'24"W	25.00'
L2	N00°40'09"E	47.00'
L3	N89°16'24"W	36.00'
L4	S04°11'55"W	243.69'
L5	S00°40'09"W	205.70'
L6	S05°25'57"W	120.42'
L7	S00°40'09"W	134.06'

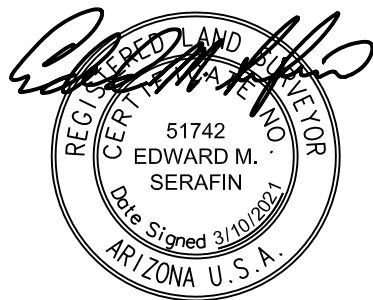
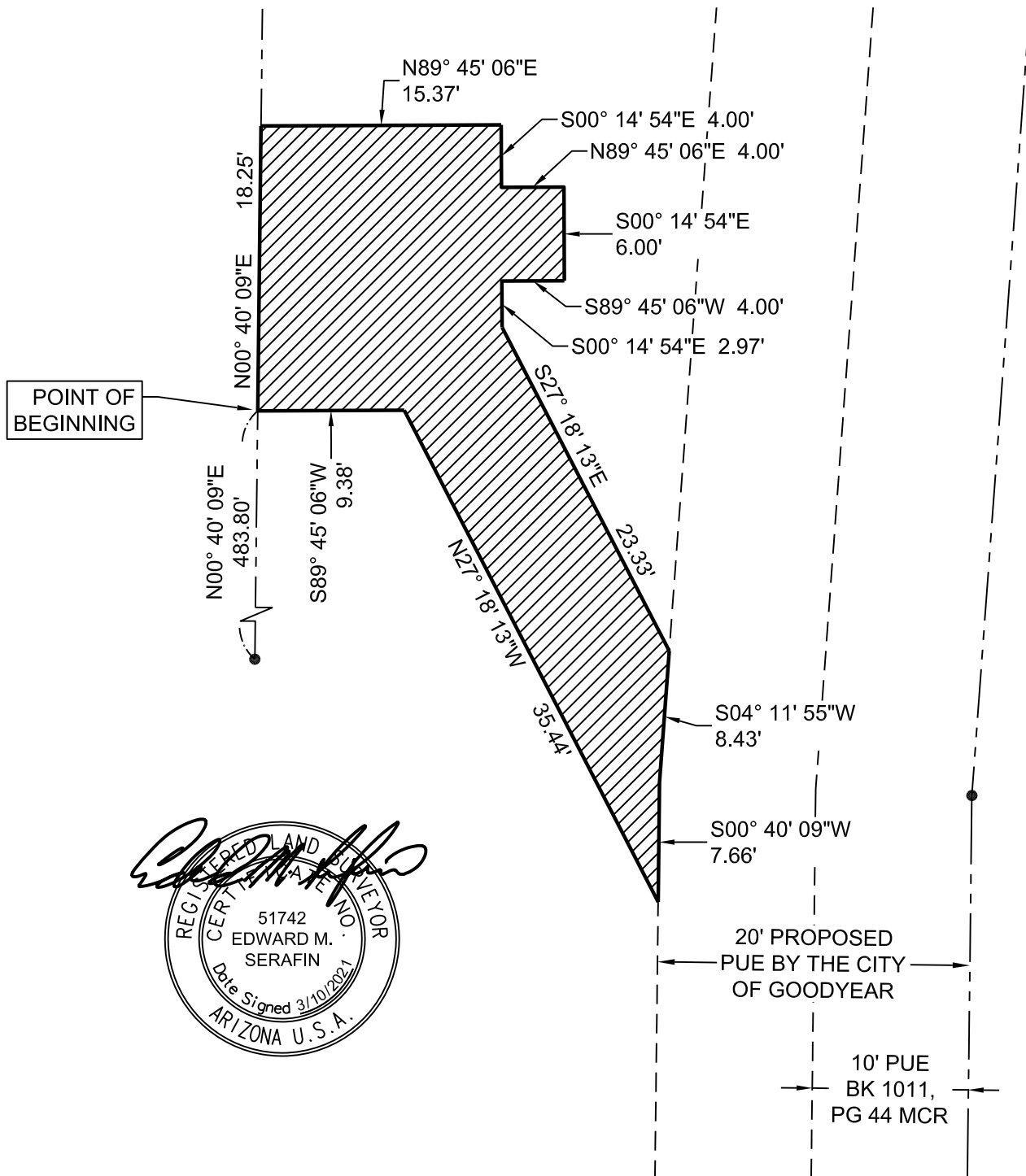


LEGEND

	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY



	EXHIBIT "B"
JOB # WA532522	DATE: 3/10/2021 V2
SW 1/4 SEC 4 T1N R1W	
SCALE: 1" = 100'	INDEX: CCW-21-27
R/W: S. REVORD	
SURVEY: JOHNSON/CHEE	
DRAWN BY: J. JOHNSON	SHEET 2 OF 3



DETAIL "A"

LEGEND	
	EASEMENT AREA
	MONUMENT LINE
	PROPERTY LINE
	PROPERTY CORNER
	MONUMENT
MCR	MARICOPA COUNTY RECORDER
APN	ASSESSORS PARCEL NUMBER
ROW	RIGHT OF WAY



	EXHIBIT "B"
JOB # WA532522	DATE: 3/10/2021 V2
SW 1/4 SEC 4 T1N R1W	
SCALE: 1" = 10'	INDEX: CCW-21-27
R/W: S. REVORD	
SURVEY: JOHNSON/CHEE	
DRAWN BY: J. JOHNSON	SHEET 3 OF 3



CITY COUNCIL ACTION REPORT

SUBJECT: AUTHORIZE THE EXECUTION OF A POWER DISTRIBUTION FACILITIES EASEMENT, AN IRRIGATION EASEMENT AND AN INGRESS AND EGRESS EASEMENT TO SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE SURFACE RAW WATER PUMP STATION LOCATED NORTHEAST OF BROADWAY AND AVONDALE ROADS.

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Issuance of a Power Distribution Facilities Easement, an Irrigation Easement and an Ingress and Egress Easement to Salt River Project Agricultural Improvement and Power District required for the operation of the surface raw water pump station located northeast of Broadway and Avondale Roads.

Recommendation:

Authorize the execution of the Power Distribution Facilities Easement, the Irrigation Easement and the Ingress and Egress Easement to Salt River Project Agricultural Improvement and Power District required for the operation of the surface raw water pump station located northeast of Broadway and Avondale Roads. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT:

There will be no fiscal impact to the City in fiscal year 2021 or future years related to the issuance of the easement.

BACKGROUND AND PREVIOUS ACTIONS:

The City owns approximately 3 acres of land located northeast of Broadway and Avondale Roads (approximately one-quarter mile north of Broadway Road). This property was acquired in April 2019 by the City in connection with a capital improvement project for the raw water pump station associated with the Surface Water Project.

STAFF ANALYSIS

The raw water pump station is currently under construction and requires the placement of electrical facilities and construction of water conveyance facilities (irrigation) by Salt River Project Agricultural Improvement and Power District. These easements are required in order to provide permanent power to the site and to add equipment to the irrigation channel that will operate the gates that supply the water and equipment to measure the water being pumped into the facility. In order to place, operate and maintain the facilities needed, SRP requires the City to provide the easements attached hereto.

Irrigation Easement

Ingress-Egress Easement

Power Easement

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

EASEMENT

Maricopa County

Parcel # 101-23-003D

SW ¼, SEC. 19, T01N, R01E

Agt. PJH

Job # LJ72038 / T3139239

W PJH C _____

R/W#: 468

KNOW ALL MEN BY THESE PRESENTS:

That

CITY OF GOODYEAR, ("Grantor"),
an Arizona municipal corporation

FOR AND IN CONSIDERATION OF THE SUM of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant to the **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, ("Grantee"), an agricultural improvement district organized and existing under the laws of the State of Arizona, its successors and assigns, for itself and on behalf of the United States of America and as manager of the federal Salt River Reclamation Project, the right, easement and privilege to construct, reconstruct, operate and maintain an irrigation pipeline and irrigation turnout structure together with all the necessary and appurtenant facilities through, under and across the following described property ("Easement Area"):

Exhibit "A" attached hereto and made by reference a part hereof.

Grantor shall not convey any easements or grant any permits within the Easement Area in which the facilities to be placed in the Easement Area do not comply with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.

Grantor shall not erect, construct or permit to be erected or constructed any building or other structure, plant any trees, drill any well, install swimming pools, or alter ground level by cut or fill, within the limits of the Easement Area, which do not comply with said Exhibit B.

Grantee shall have the right, but not the obligation, to trim, cut and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights hereby granted.

The Grantee shall at all times have the right of full and free ingress and egress to said Easement Area for the purpose heretofore specified.

Grantor and Grantee acknowledge that from time to time Grantee may find it necessary to construct, reconstruct, operate and maintain irrigation facilities and appurtenant conveniences lying within the Easement Area.

Grantor shall pay Grantee all costs and expenses of any relocation of the irrigation facilities requested by Grantor, including but not limited to, the relocation of the facilities into the easement area described above.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purpose herein granted, all rights herein granted shall cease and revert to the Grantors, their heirs or assigns.

The covenants and agreements herein set forth shall extend and inure in favor and to the benefit of and shall be binding on the heirs, successors in ownership and estate, assigns and lessees of the respective parties hereto.

Notwithstanding any of the aforesaid provisions, the easement rights granted herein shall be further subject to the following covenants, restrictions and conditions:

1. Grantor reserves the right to construct, install, operate, maintain, repair, replace and reinstall surface parking areas, driveways, roadways, sidewalks, curbs and gutters, landscaping, irrigation lines and street lighting on the surface of the Easement Area.
2. Grantor reserves the right to construct and install public utilities, and to grant easements and permits for public utility purposes, in, upon, under, over and across the Easement Area subject to compliance with the specifications shown in Exhibit B attached hereto and by this reference made a part hereof.
3. In the event that any repair, maintenance, replacement or installation of the irrigation facilities and appurtenant conveniences will cause a disturbance or a disruption of any public street or paved roadway, Grantee shall notify Grantor, pursuant to existing practices, before Grantee undertakes any such action. In the event of an emergency, Grantee shall have use of any public street or paved roadway as it reasonably deems necessary and appropriate to correct, repair, replace or reconstruct irrigation facilities affected by the emergency and notify Grantor, pursuant to existing practices, as soon as practical after responding to the emergency. Grantee shall provide for advance warning signs, barricades, flagmen, flares, and other devices when necessary to protect the roadway user as set forth in the "Manual on Uniform Traffic Control Devices" as required by the local jurisdiction and any amendments and/or revisions thereto.
4. Grantor shall warrant and defend the rights, easements and privileges hereby granted and the priority of this easement against all persons whomsoever, except those rights, easements and privileges previously granted and recorded in public record, specifically including, but not limited to the Easement and Agreement for Highway Purposes granted to Maricopa County, a political subdivision of the State of Arizona on January 31, 1974 at Docket 10501, Page 47 in the records of the Maricopa County Recorder, which area has been subsequently been annexed by the City of Avondale, thereby conveying all rights to the easement to the City of Avondale.
5. If Grantee performs excavation activities on the Easement Parcel and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, including without limitation the requirements

set forth in paragraphs 2 and 3 above, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee.

6. Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Area granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

7. If Grantee and Grantor agree that Grantee's facilities are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the Easement Area be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's system can be relocated pursuant to the above relocation requirements.

Exhibit "A"

DESCRIPTION OF REAL ESTATE

IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southwest Quarter of Section Nineteen (19) Township One (1) North, Range One (1) East of the Gila and Salt River Meridian, and being more particularly described as follows:

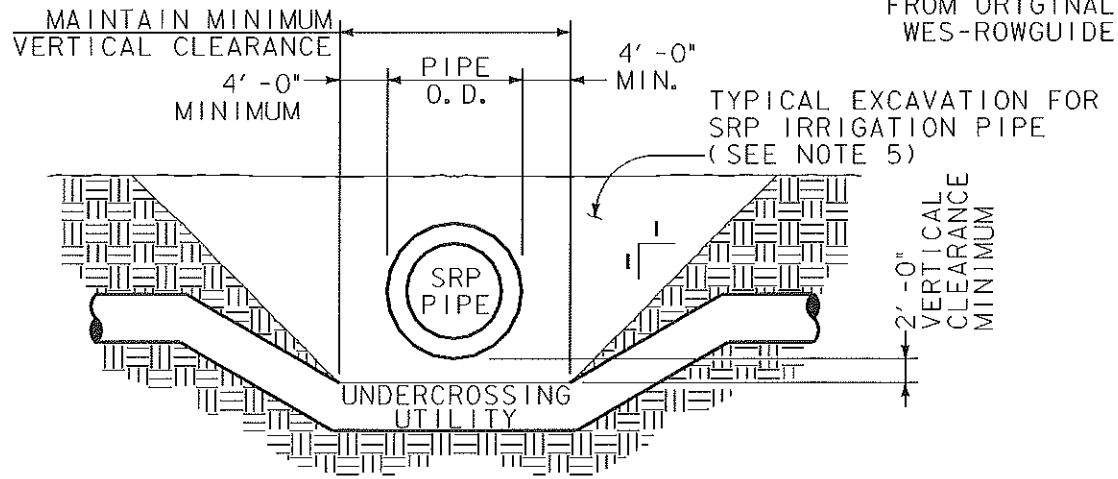
All that portion lying within the East 15' of the West 75' of the North 107' of the South 1507' of said Southwest Quarter.

EXHIBIT B

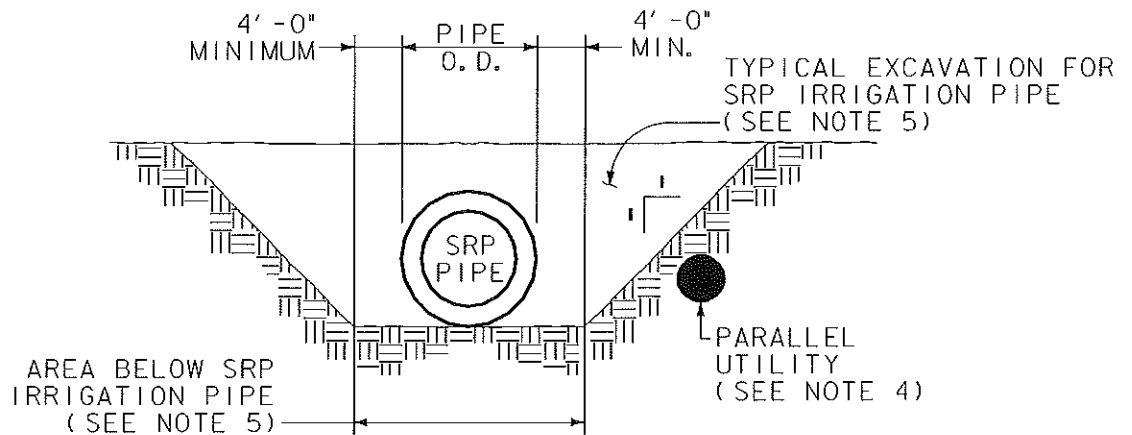
(PAGE 1 OF 2)

REV NO.	DATE
6	12/05/18

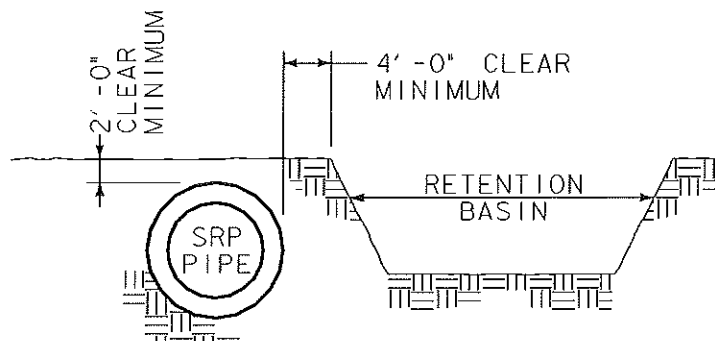
DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINE - UNDERCROSSING



PIPELINE - PARALLEL UTILITY



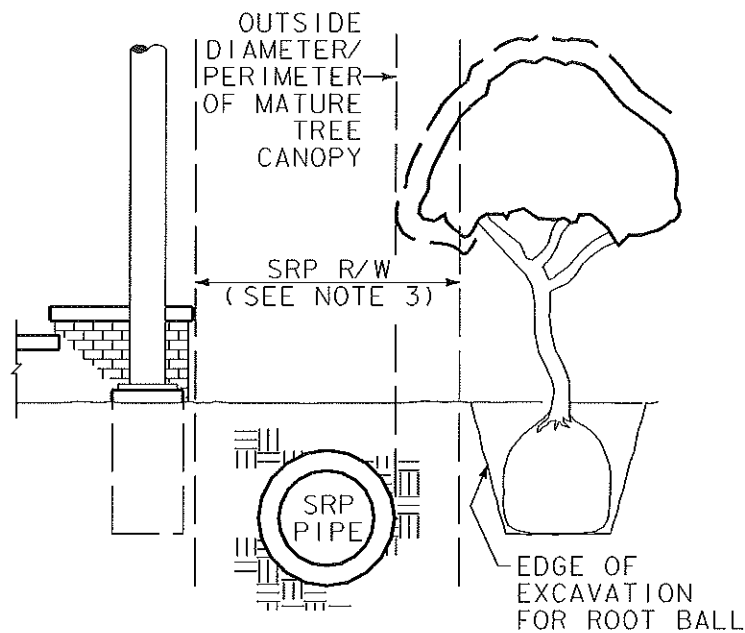
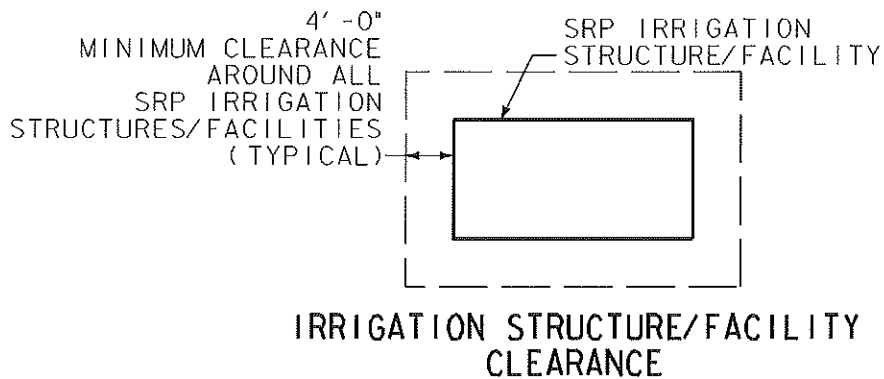
PIPELINES - RETENTION BASIN

EXHIBIT B

(PAGE 2 OF 2)

REV NO.	DATE
6	12/05/18

DWG REFERENCED
FROM ORIGINAL
WES-ROWGUIDE



PIPELINES - LANDSCAPING

NOTES

1. THESE GUIDELINES ARE PROVIDED AS A GENERAL AID TO PLANNING. ACTUAL SRP REQUIREMENTS MAY VARY BASED ON SITE-SPECIFIC CONDITIONS, OPERATIONAL CONSIDERATIONS, ETC.
2. AN SRP LICENSE IS REQUIRED FOR UTILITIES CROSSING/PARALLEL TO SRP IRRIGATION PIPE IN SRP RIGHT-OF-WAY. SRP REQUIRES ENGINEER DESIGNED UTILITY CROSSING/LOCATION AND EXCAVATION PLAN.
3. SRP MAY LICENSE LIMITED USES OF ITS RIGHT-OF-WAY SUCH AS PARKING, SIDEWALK, LAWN, ETC. POLES, STRUCTURES AND TREES ARE TYPICALLY NOT PERMITTED IN SRP RIGHT-OF-WAY. INCLUDE DESIGN DRAWINGS FOR PROPOSED USE WHEN SUBMITTING REQUEST TO SRP FOR LICENSE.
4. UTILITIES PARALLEL TO SRP IRRIGATION PIPE ARE REVIEWED ON A CASE-BY-CASE BASIS. LOCATED PARALLEL UTILITY OUTSIDE OF AREA SRP EXCAVATES WHEN MAINTAINING IRRIGATION PIPE, OR 4'-0" BEYOND SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE, WHICHEVER IS GREATER. TYPICAL EXCAVATION INCLUDES AREA ABOVE AND TO EACH SIDE OF SRP IRRIGATION PIPE SIDE EXCAVATION INCLUDES AREA ABOVE A LINE EXTENDING UPWARD AND OUTWARD AT A ONE-TO-ONE SLOPE FROM A POINT LEVEL WITH THE BOTTOM OF AND 4'-0" BEYOND THE SIDE OF THE OUTSIDE BELL DIAMETER OF THE SRP IRRIGATION PIPE.
5. OTHER UTILITIES ARE NOT PERMITTED IN THESE AREAS.

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

INGRESS & EGRESS EASEMENT

Maricopa County
Parcel # 101-23-003D
SW ¼, SEC. 19, T01N, R01E

Agt. CLB
Job # LJ72570 / T3139239
W: **CLB** C: _____
R/W #

**CITY OF GOODYEAR, ARIZONA,
an Arizona Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, its agents, employees, contractors and permittees and their respective successors and assigns, hereinafter called the Grantee, the non-exclusive right, easement and privilege of full and free vehicular and pedestrian ingress and egress over, across and upon the following described property:

**FOR LEGAL DESCRIPTION SEE EXHIBIT "A"
ATTACHED HERETO AND BY REFERENCE
MADE A PART HEREOF ("Easement Area").**

Grantor shall not construct, install or place, or permit to be constructed, installed or placed, upon or within the property described herein any fence, wall, structure, landscaping, or other improvement that might interfere with or impede Grantee's right of full and free vehicular or pedestrian ingress and egress.

Grantor shall have the right to install, maintain and use gates in all fences which now cross the Easement Parcel and shall provide the other with a double locking device for such gates, if locked.

Grantee shall have the right (but not the obligation), at its expense, to pave, grade or otherwise improve the surface of the property described herein or portions thereof to facilitate Grantee's right of ingress and egress thereto with written authorization, which shall not be

unreasonable withheld..

The covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on the heirs, administrators, executors, personal representatives, legal representatives, the successors (including successors in ownership and estate), assigns and lessees of Grantor and Grantee.

The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity); and (iii) that the execution, delivery, and performance by Grantor of this document and all others relating to the easement will not constitute a default under any agreement to which Grantor is a party. The individual executing this document shall indemnify, defend and hold harmless Grantee for, from and against any and all losses, costs, expenses, liabilities, claims, demands, and actions of any kind or nature, including court costs and attorneys' fees, arising or accruing as a result of the falsity of any of his or her representations and warranties contained in this document.

Grantee shall not have the right to use the Easement Area to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the grantee facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Area may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the grantee facilities.

If Grantee performs excavation activities on the Easement Parcel and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee

If Grantee and Grantor agree that Grantee's facilities are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed and that portion of the Easement Area be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's system can be relocated pursuant to the above relocation requirements.

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Notary Stamp/Seal

That portion of GLO Lot 3 of Section 19, Township 1 North, Range 1 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing at the West quarter corner of said Section 19, being a found brass cap in a handhole, from whence the Northwest corner of Section 19, being a found 3" brass cap flush marked "LS 21782" bears North $00^{\circ} 15' 28''$ West (Basis of Bearings) a distance of 2644.64 feet;

Thence South $00^{\circ} 13' 47''$ East along the West line of Lot 3 of Section 19 a distance of 990.70 feet to the **POINT OF BEGINNING**;

Thence North $90^{\circ} 00' 00''$ East a distance of 405.00 feet;

Thence South $00^{\circ} 00' 00''$ West a distance of 283.56 feet to the centerline of the St. John's Ditch, USA easement as recorded in Book 161 of Deeds, page 231, and as shown on "Results of Survey Shadow Ridge Properties" as recorded in Book 1104 of Maps, page 15, Official Records;

Thence South $71^{\circ} 45' 44''$ West along said centerline a distance of 135.87 feet to the South line of said Lot 3;

Thence South $89^{\circ} 00' 05''$ West along said South line a distance of 274.67 feet to the Southwest corner of Lot 3, from whence the Southwest corner of Section 19, being a found brass cap in a handhole, bears South $00^{\circ} 13' 47''$ East a distance of 1321.57 feet;

Thence North $00^{\circ} 13' 47''$ West along the West line of Lot 3 a distance of 330.88 feet to the **POINT OF BEGINNING**.

Containing 129,765 sq. ft. or 2.9790 acres

WHEN RECORDED MAIL TO:

SALT RIVER PROJECT

Land Department/PAB10W

P. O. Box 52025

Phoenix, Arizona 85072-2025

**EXEMPT PURSUANT TO
A.R.S. §§ 11-1134(A)(2) and (A)(3)**

SRP POWER DISTRIBUTION FACILITIES EASEMENT

Maricopa County
Parcel # 101-23-003D
SW ¼, SEC. 19, T01N, R01E

Agt. CLB
Job # LJ72570 / T3139239
W CLB C JEP
R/W #

**CITY OF GOODYEAR, ARIZONA,
an Arizona Municipal Corporation**

hereinafter called Grantor, for and in consideration of the sum of Ten Dollars, and other valuable consideration, receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey to **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, and its successors and assigns, hereinafter called Grantee, for use by Grantee and Grantee's employees, contractors, licensees, and invitees, a non-exclusive easement to construct, install, reconstruct, replace, remove, repair, operate and maintain a line of poles with wires suspended thereon, conduits and conductors, transformers, and all necessary and proper guys, anchorage, crossarms, braces, underground electrical conduits and conductors, pipes, cables, switching equipment, transformers, pad-mounted equipment, enclosures, manholes, vaults, and all other appliances, appurtenances and fixtures (collectively, "Facilities") for the transmission and distribution of electricity, communication signals and data, and for all other purposes connected therewith at such locations and elevations, in, upon, over, under, across, through and along the Easement Parcel (defined below), as Grantee may now or hereafter deem convenient or necessary from time to time, together with the right of access to and from the Easement Parcel, over, across, through and along Grantor's Property (defined below) (collectively, the "Easement").

The lands in, upon, over, under, across, through and along which the Easement is granted are situated in the County of Maricopa, State of Arizona, and are more particularly described as:

Grantor's Property:

A portion of the Southwest quarter of Section 19, Township 01 North, Range 01 East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being more particularly described in SPECIAL WARRANTY DEED Instrument 2019-0226874 records of Maricopa County, Arizona.

Easement Parcel:

Said easement being a strip of land 8.00 feet in width, lying 4.00 feet on each side of the line described as "CENTERLINE OF 8' EASEMENT" delineated on Exhibit "A" (CITY OF GOODYEAR WATER PIPELINE, SRP Job No. T3139239), prepared by Salt River Project A.I. & Power District, dated 01/06/2021, said Exhibit "A" attached hereto and made a part hereof. Said easement ALSO to include the power pole and electronic marker area as described and/or depicted on said Exhibit "A".

CAUTION: Facilities placed within the Easement Parcel may contain high voltage electrical equipment. Notice is hereby given that the location of underground electrical conductors or facilities must be verified as required by Arizona Revised Statutes, Section 40-360.21, et. seq., Arizona Blue Stake Law, prior to any excavation. Notice is also hereby given that any activity performed within the Easement Parcel shall comply with the Arizona Overhead Powerline Safety Law, Arizona Revised Statutes 40-360.41-45.

The Easement is governed by the following terms and conditions:

1. Modification of Easement Parcel. Grantor acknowledges that field conditions may result in the Facilities being installed within Grantor's Property in a location that is not within the Easement Parcel. After the completion of any construction or installation outside of the Easement Parcel, Grantee shall obtain Grantor's agreement with and execution of an amendment to this Easement, modifying the legal description of the Easement Parcel to reflect the actual location of the Facilities (the "Amendment"). Upon the recordation of the Amendment, such revised legal description shall have the same force and effect, and create the same priority of interest, as if recorded concurrently with this instrument. Grantor may consent to the execution and recordation of the Amendment through the exercise of its sole discretion. Any construction outside the Easement Parcel would require City approval of which will not be unreasonably withheld if consistent with the intent of this easement.
2. Prohibited Activities. Grantor shall not, whether directly or indirectly by granting permission, construct, install or place any building or other structure, plant any trees, drill any wells, store materials of any kind, or alter the ground level, within the Easement Parcel. This paragraph 2 does not prohibit the use of the Easement Parcel for such purposes as landscaping (except trees), paved parking, sidewalks and/or driveways, provided that such use is otherwise in accordance with the terms of this Easement, and does not interfere with the efficient operation and maintenance of the Facilities, including access thereto. To obtain clarification as to whether or not a particular construction activity is prohibited by the first sentence of this paragraph 2, Grantor may request Grantee's prior written approval to grade or install improvements ("Work") within the Easement Parcel by submitting all construction, grading, or other development plans, as applicable, describing the proposed Work. Grantee may grant or deny such approval through the exercise of Grantee's sole discretion, provided that Grantee's review and right to approve shall be limited to whether the proposed Work conflicts with the existing Facilities, including access thereto. Any such approval is hereby subject to Grantor complying with all other provisions of this Easement.
3. Clear Areas. Grantor shall maintain a clear area that extends 3.00 feet from and around all edges of all transformer pads and other equipment pads, and a clear area that extends 12.00 feet immediately in front of all transformer and other equipment openings ("Clear Areas"). No improvements, fixtures, trees, shrubs, or other obstructions shall be placed within the Clear Areas. Grantee shall have the right (but not the obligation) to remove any obstructions within the Clear Areas.

4. Additional Grantee Rights. Grantee shall have the right (but not the obligation) to trim, cut and clear away trees, brush or other vegetation on, or which encroaches into, the Easement Parcel or the Clear Areas, whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted. Grantor agrees that any fences or walls which now cross or hereafter cross Grantor's Property will not prevent Grantee's access to the Easement Parcel or the Facilities provided, however, access to the Easement Parcel will be established by a separate agreement which Grantee shall comply with in order to access the Easement Parcel. Grantor further agrees that Grantee can use gates on all such fences or walls for such access.

5. Perpetual Nature of Easement. The Easement, and Grantee's rights hereunder, shall be perpetual, and shall not terminate until, and unless abandoned through the recordation of a document formally abandoning the Easement, which references this instrument and is executed and acknowledged by Grantee. Upon such recordation, all Grantee's rights hereunder shall cease, except the right to remove any and all property placed upon the Easement Parcel within a reasonable time subsequent to such abandonment.

6. Successors and Assigns. The benefits and burdens, and the covenants and agreements herein set forth shall run with and burden the land and shall extend and inure in favor and to the benefit of, and shall be binding on Grantor and Grantee and their successors and assigns.

7. Rights and Remedies Cumulative. The rights and remedies hereunder are cumulative, and the exercise of any one or more of such rights or remedies shall not preclude the exercise, at the same or different times, of any other right or remedy available.

8. Private Use. The provisions of this Easement Agreement are not intended to and do not constitute a public utility easement, or any other grant, dedication, or conveyance for public use of the Easement Parcel.

9. Warranty of Title. Grantor represents and warrants that: (i) fee simple title to the Grantor's Property and Easement Parcel is vested in Grantor, and (ii) Grantor has full power and authority to grant the Easement and to perform its obligations under this document.

10. Authority to Bind Grantor. The individual executing this document represents and warrants: (i) that he or she is authorized to do so on behalf of Grantor; and (ii) that he or she has full legal power and authority to bind Grantor in accordance with the terms herein and, if necessary, has obtained all required consents or delegations of such power and authority (whether from any partner, owner, spouse, shareholder, director, member, manager, creditor, investor, developer, governmental authority, judicial or administrative body, association, or other person or entity).

11. Storage of Substances, Materials and Equipment. Grantee shall not have the right to use the Easement Parcel to store gasoline or petroleum products, hazardous or toxic substances, or flammable materials; provided however, that this prohibition shall not apply to any material, equipment or substance contained in, or a part of, the Grantee Facilities, provided that Grantee must comply with all applicable federal, state and local laws and regulations in connection therewith. Additionally, the Easement Parcel may not be used for the storage of construction-related materials or to park or store construction-related vehicles or equipment except on a temporary basis to construct, reconstruct, replace, repair, operate, or maintain the Grantee Facilities.

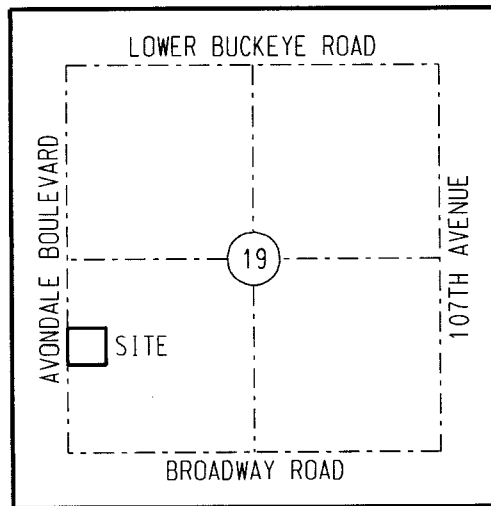
12. Restoration. If Grantee performs excavation activities on the Easement Parcel and Grantee damages any improvements of Grantor that are in compliance with Grantor's requirements hereunder, including without limitation the requirements set forth in paragraphs 2 and 3 above, Grantee will promptly repair such damage as is reasonably possible at the expense of Grantee.

13. Relocation. Grantor reserves the right to require the relocation of Grantee Facilities to a new location within Grantor's Property; provided however, that: (1) Grantor pays the entire cost of redesigning and relocating Grantee Facilities; and (2) Grantor provides Grantee with a new easement in a form and location acceptable to Grantee and at no cost to Grantee. Upon the acceptance by Grantee of a new easement and after the relocation of Grantee Facilities to the new easement area, Grantee shall abandon its rights to use the Easement Parcel granted in this easement. The easement granted herein shall not be deemed abandoned except upon Grantee's execution and recording of a formal instrument abandoning the easement.

If Grantee and Grantor agree that Grantee's electric facilities located within the described Easement Parcel are not being used or are determined not to be useful, Grantor may request that the facilities that are no longer needed be removed at Grantee's sole cost and that portion of the easement be abandoned. Grantee will execute and record a formal instrument abandoning the easement, or a portion thereof. Any facilities that are determined to still be needed for Grantee's electrical system can be relocated pursuant to the above relocation requirements.

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EXHIBIT "A"



VICINITY MAP (NTS)
T1N, R1E
G&SRM

LEGEND

- SECTION AND CENTERLINE
- PROPERTY LINE
- CENTERLINE OF 8' EASEMENT
- TIE LINE
- ◆ SECTION CORNER AS NOTED
- POWER POLE
- ⊠ ELECTRONIC MARKER

ABBREVIATION TABLE

APN	ASSESSOR'S PARCEL NUMBER
BCHH	BRASS CAP IN HAND HOLE
FND	FOUND
MCR	MARICOPA COUNTY RECORDER
(M)	MEASURED
LVI	LAST VISUAL INSPECTION
NTS	NOT TO SCALE

BASIS OF BEARINGS:
THE ARIZONA STATE PLANE COORDINATE
SYSTEM, CENTRAL ZONE, NAD 83 DATUM.



CAUTION

THE EASEMENT LOCATION AS HEREON DELINEATED MAY CONTAIN HIGH VOLTAGE ELECTRICAL EQUIPMENT. NOTICE IS HEREBY GIVEN THAT THE LOCATION OF UNDERGROUND ELECTRICAL CONDUCTORS OR FACILITIES MUST BE VERIFIED AS REQUIRED BY ARIZONA REVISED STATUTES, SECTION 40-380.21, ET. SEQ., ARIZONA BLUE STAKE LAW, PRIOR TO ANY EXCAVATION.

NOTES

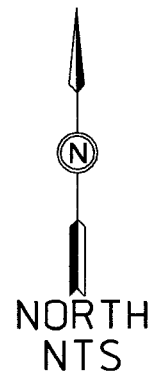
THIS EXHIBIT IS INTENDED TO ACCOMPANY AN EASEMENT. ALL PARCELS SHOWN WERE PLOTTED FROM RECORD INFORMATION, AND NO ATTEMPT HAS BEEN MADE TO VERIFY THE LOCATION OF ANY BOUNDARIES SHOWN. THIS IS NOT AN ARIZONA BOUNDARY SURVEY.

ALL ELECTRIC LINES SHOWN ARE MEASURED TO THE WINDOW OF THE EQUIPMENT PAD UNLESS OTHERWISE NOTED.

SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT & POWER DISTRICT		 SURVEY DIVISION LAND DEPARTMENT
SRP LDWR NUMBER: 20-1611-NS	SCALE: NTS	
I.O. NUMBER: T3139239	SHEET: 1 OF 2	CITY OF GOODYEAR WATER PIPELINE SW 1/4, SECTION 19 T.1 N., R.1 E 2.2 NORTH - 0.6 EAST
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"	
DRAWN: DOWNIE	REVISION: 0	
CHECKED BY: HOWARD	CREW CHIEF: BROWN	
DATE: 1-6-2021	JEP FIELD DATE: 12-17-2021	

EXHIBIT "A"

WEST 1/4 CORNER
SECTION 19
FND BCHH
LVI 11-19-2003



AVONDALE BOULEVARD
(BASIS OF BEARING)
N00°24'45"W 2643.16' (M)

993.61'
N04°27'09"W

1320.79'

N00°24'45"W 329.65'

62.93'

105.04'
N89°46'36"E

15.92'

147.75'
N89°51'29"E

APN 101-23-003D
2019-0226874 MCR

250.80'

70.00'

N89°35'15"E

1322.37'

SOUTHWEST CORNER
SECTION 19
FND BCHH
LVI 11-14-2019

SALT RIVER PROJECT
AGRICULTURAL IMPROVEMENT & POWER DISTRICT



SURVEY DIVISION
LAND DEPARTMENT

SRP LDWR NUMBER: 20-1611-NS	SCALE: NTS
I.O. NUMBER: T3139239	SHEET: 2 OF 2
AGENT: BALTRUS	SHEET SIZE: 8.5"x11"
DRAWN: DOWNIE	REVISION: 0
CHECKED BY: HOWARD	CREW CHIEF: BROWN
DATE: 1-6-2021	JEP FIELD DATE: 12-17-2021

CITY OF GOODYEAR WATER PIPELINE
SW 1/4. SECTION 19
T.1 N., R.1 E
2.2 NORTH - 0.6 EAST



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPTANCE OF A TRAFFIC CONTROL EASEMENT RELATED TO THE ESTRELLA FOOTHILLS HIGH SCHOOL TRAFFIC SIGNAL PROJECT

STAFF PRESENTER(S): Linda Beals, Real Estate Coordinator

SUMMARY:

Acceptance of a Traffic Control Easement located on the southeast corner of the intersection of S. Estrella Parkway and the Estrella Foothills High School north entry which is required to allow the City of Goodyear to construct and maintain new traffic signal equipment at entrance to the school and the Foothills Community Park.

Recommendation:

Accept a Traffic Control Easement from Buckeye Union High School District, No. 201 and authorize its execution and recordation with the Maricopa County Recorder. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT:

There will be no fiscal impact to the city in the fiscal year 2021 or future years with the acceptance of this easement.

BACKGROUND AND PREVIOUS ACTIONS:

The traffic signal installation at this location within the Estrella Mountain Ranch Community is part of the FY2021 CIP project. The Traffic Control Easement is being dedicated by Buckeye Union High School District, No. 201 and is required to allow the City of Goodyear to construct and maintain new traffic signal equipment on S. Estrella Parkway at the entrance of Estrella Foothills High School and the Foothills Community Park.

STAFF ANALYSIS

The location of the Traffic Control Easement has been reviewed City Engineering staff and the easement is necessary in order to allow the City to install and maintain the traffic signals at this location. Accordingly, staff recommends the acceptance of this Traffic Control Easement.

Attachments

Traffic Control Easement

When recorded Mail to:

City of Goodyear
City Clerk/lrb
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TRAFFIC CONTROL EASEMENT

GRANTOR:

**BUCKEYE UNION HIGH SCHOOL
DISTRICT NO. 201, CTD NO. 070501, a
Political subdivision of the State of Arizona**

GRANTEE:

**CITY OF GOODYEAR, ARIZONA, an
Arizona Municipal Corporation**

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201, CTD NO. 070501, a Political subdivision of the State of Arizona** ("GRANTOR") hereby grants the **CITY OF GOODYEAR, an Arizona municipal corporation** (GRANTEE), a Traffic Control Easement upon, over, under and across the real property described in Exhibit "A," attached hereto and incorporated herein (the "Easement Area") for the purposes set forth herein. The Traffic Control Easement granted herein shall be a permanent easement allowing GRANTEE and its permittees to enter, construct, operate, maintain, repair, remove and replace all forms, hereinafter collectively referred as "Easement Activities" of traffic control improvements including but not limited to stoplights, visual and audio traffic control devices, electronics, switches, counters, controllers, transmitters, cameras, detectors, mechanical, electrical and other signboards and displays, sensors, communication devices, and all other manner of pedestrian, vehicular and other traffic control devices, together with reasonably related appurtenances (hereinafter collectively referred to as "Traffic Control Improvements") within the Easement Area.

The GRANTEE shall strictly comply with all applicable codes, regulations, and laws in GRANTEE's Easement Activities.

The GRANTEE shall have all rights and privileges necessary or convenient for the full use and enjoyment of the easement, servitude and privileges herein granted for the purposes herein described.

GRANTEE shall be and remain responsible for the construction, operation, maintenance and repair of any facilities constructed by GRANTEE, and GRANTOR shall have no responsibility or liability in such construction, operation, maintenance or repair.

GRANTOR, subject to any other existing easements within the Easement Area, reserves for itself, its heirs, successors and assigns all such rights and privileges in the Easement Area as may be used without interfering with or abridging the rights and easements granted to GRANTEE herein.

GRANTOR, its heirs, successors and assigns, hereby waives and releases GRANTEE, its elected officials, officers, employees, agents, successors, and assigns from any and all liability for damage to GRANTOR'S property that results from GRANTEE'S exercise of its rights under this easement, PROVIDED GRANTEE shall, as soon as practicable restore all property of GRANTOR to a neat and presentable condition.

Should GRANTEE fail to initiate actual construction within two (2) years of the execution of this Easement or abandon the use of this Easement for more than One Hundred Eighty (180) consecutive days, this Easement shall terminate, and GRANTEE shall return the surface to a neat and presentable condition.

This Traffic Control Easement constitutes a covenant running with the land for the benefit of the GRANTEE, its successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 20__.

GRANTOR:

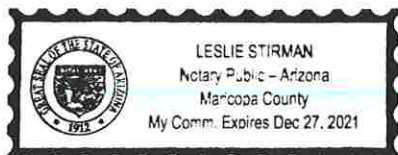
**BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201, CTD NO. 070501,
a Political subdivision of the State of Arizona**

By: [Signature]

Its: Governing Board President Date: 3/15/21

State of Arizona)
)ss.
County of Maricopa)

On this 15th day of March, 2021, personally appeared before me Kristen Ahlstrom, Gov Bd President of **BUCKEYE UNION HIGH SCHOOL DISTRICT NO. 201, CTD NO. 070501, a Political subdivision of the State of Arizona.**



[Signature]
Notary Public

ACCEPTED by the CITY OF GOODYEAR, ARIZONA, an Arizona Municipal Corporation,
the ____ day of _____, 20 ____.

By: _____

Its: _____

Date: _____

State of Arizona)

)ss.

County of Maricopa)

On this day, personally appeared before me _____, as
_____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal
corporation, on behalf of said corporation.

Notary Public

EXHIBIT "A"
TRAFFIC CONTROL EASEMENT
DESCRIPTION FOR
PARCEL NO. 400-03-963A

A portion of the property described in document no. 2000-0650461, Maricopa County Recorder's office, (M.C.R.), situate in the East half of Section 23, Township 1 South, Range 2 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 23, being a flush aluminum cap, from which the Northeast Corner of said Section 23, being a flush GLO brass cap, bears North 01°21'26" East (Basis of Bearing), a distance of 2625.73 feet;

Thence along said east line, North 01°21'26" East, a distance of 975.80 feet;

Thence departing said line, to the northeast corner of the described property, North 89°33'36" West, a distance of 455.84 feet;

Thence along the northern boundary line, to the northwest corner of said parcel, North 89°33'36" West, a distance of 1828.12 feet to a point on the west boundary line of said parcel, and the east right-of-way line of Estrella Parkway;

Thence along said west line, South 00°26'24" West, a distance of 96.53 feet to the southwest corner of the Access easement described in document no. 2013-0644857, (M.C.R.);

Thence along said southerly line, South 89°57'46" East, a distance of 10.00 feet to the **Point of Beginning**;

Thence continuing, South 89°57'46" East, a distance of 7.00 feet;

Thence departing said line, South 00°26'24" West, a distance of 12.29 feet;

Thence North 89°57'46" West, a distance of 7.00 feet;

Thence North 00°26'24" East, a distance of 12.29 feet to the **Point of Beginning**.

Containing 86 Square Feet or 0.002 Acres, more or less.

Subject to existing rights-of-way and easements.

See attached Exhibit Drawing by Reference made a part hereto.



Title: EASEMENT DESCRIPTION

Project #: 09009119

Date: 01/04/2021

Scale: N / A

Page: 1 of 3



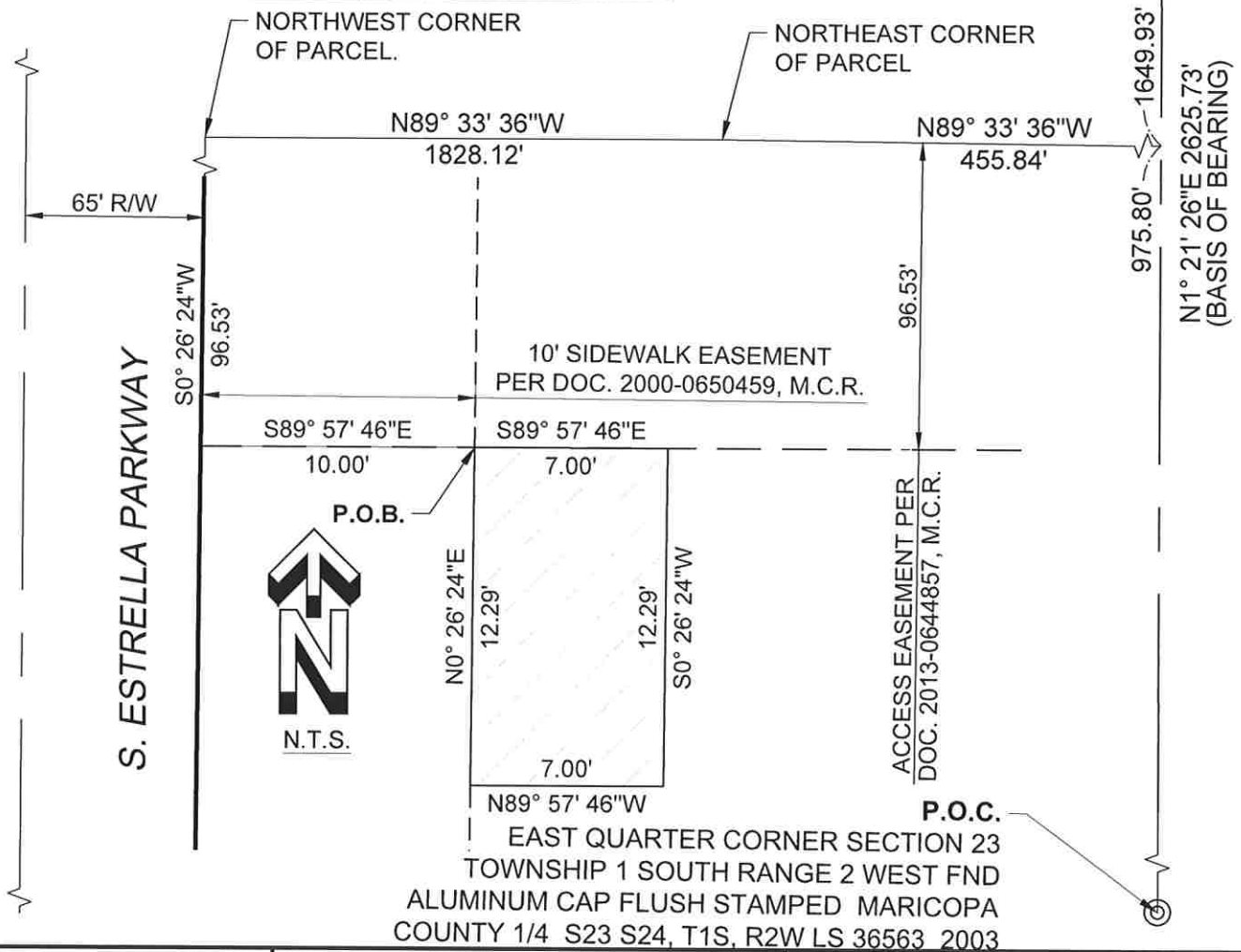
EXHIBIT "A"

TRAFFIC CONTROL EASEMENT
EXHIBIT FOR
PARCEL NO. 400-03-963A

LEGEND

⊙	FOUND GLO BRASS CAP
SECTION LINE	_____
CENTERLINE	_____
RIGHT-OF-WAY LINE	_____
EASEMENT LINE	_____
EASEMENT AREA	

NORTHEAST CORNER
SECTION 23 TOWNSHIP 1 SOUTH
RANGE 2 WEST
FOUND GLO BRASS CAP



Title: EXHIBIT

Project #: 09009119

Date: 01/04/2021

Scale: N.T.S.

Page: 2 of 3



EXHIBIT "A"
CLOSURE REPORT FOR
TRAFFIC CONTROL EASEMENT
PARCEL NO. 400-03-963A

CLOSURE

S89°57'46" E 7.00

S00°26'24" W 12.29

N89°57'46" W 7.00

N00°26'24" E 12.29

Area = 86 0.002 AC

Closing course: 00°00'00"
0.000000

Precision: 1/Infinity

North Error: 0.000

East Error: 0.000



Title: CLOSURE REPORT

Project #: 09009119

Date: 01/04/2021

Scale: N / A

Page: 3 OF 3



AGENDA ITEM #: 5.

DATE: 04/12/2021



CITY COUNCIL ACTION REPORT

SUBJECT: CONSENT AGREEMENT WITH ARIZONA CORPORATION COMMISSION

STAFF PRESENTER(S): Sumeet Mohan, Engineering Director

SUMMARY:

City staff was cited by the Arizona Corporation Commission for violating state's Blue Stake Law. The proposed Consent Agreement will resolve the violation without further legal action.

Recommendation:

Approve and authorize the City Manager to execute the Consent Agreement between the Arizona Corporation Commission and the City of Goodyear. (Sumeet Mohan, Engineering Director)

FISCAL IMPACT:

Under the terms of the Consent Agreement, the city will be responsible for paying a civil penalty in the amount of \$250.

BACKGROUND AND PREVIOUS ACTIONS:

Under Arizona's Blue Stake Laws (A.R.S. § 40-360.21 et seq.) before undertaking any excavation within public rights of way and/or public utility easement areas, the person undertaking the excavation has to first determine whether underground facilities will be encountered. This is done through the Blue Stake process. Violations of Arizona's Blue Stake can result in a fine of up to \$5,000.

On March 15, 2021 the city received a notice of violation ("NOV") from the Arizona Corporation Commission for work performed by city staff without a Blue Stake ticket.

The circumstances giving rise to the NOV resulted from emergency repairs undertaken by city staff to repair city fiber optic cable and conduit that had been damaged by a utility contractor doing work at the intersection of Estrella/PebbleCreek Parkway and I-10. The damage to the city's fiber optic cable resulted in the loss of communications to nearly half of the city's signalized intersections. After the utility contractor refused to repair our damaged infrastructure, staff expedited the repairs to reestablish fiber connectivity.

City staff does not generally undertake any excavation work because this sort of work is generally done by contractors hired by the city. Since utility markings were already present on the ground, staff assumed another Blue Stake ticket request was not needed. Staff's assumption turned out to be incorrect. Someone reported the excavation activity. The ACC informed staff that any excavation requires a separate Blue Stake ticket request from each excavator.

STAFF ANALYSIS

Under the terms of the Consent Agreement, the city will be agreeing to pay the \$250 civil penalty and to comply with Arizona's Blue Stake Laws, which the city is already required to do. The ACC will take no further action regarding the NOV, but the Consent Agreement will be maintained as a public record of resolution of the NOV.

Staff is recommending the approval and execution of the Consent Agreement. The execution of the Consent Agreement and the payment of a \$250 civil penalty will resolve the NOV without further legal action, and eliminates any risk of a larger fine. Staff is reviewing internal policies to ensure compliance with Arizona's Blue Stake Laws.

Attachments

Consent Agreement

CONSENT AGREEMENT

This Agreement is between the Arizona Corporation Commission (Commission) and City of Goodyear (Goodyear) of Arizona.

The Commission asserts a claim against Goodyear based upon Commission Violation Notice Number 30900.

In order to resolve this matter, Goodyear agrees:

1. That the matter described in Violation Notice Number 30900 constitutes a violation of A.R.S. Section 40-360.23, but by its execution of the Agreement, Goodyear neither admits nor denies the facts and charges set forth in Violation Notice Number 30900.
2. To abide by Arizona's Blue Stake statutory provisions (A.R.S. Sections 40-360.21 et seq.) including any applicable Commission Rules.
3. To pay a civil penalty in the sum of two hundred and fifty dollars, (\$250). This penalty is to be paid by check to the Arizona Corporation Commission and returned with the executed original of this Agreement.
4. That this Consent Agreement shall be maintained by the Commission as a public record of resolution of Violation Notice Number 30900.

In consideration of Goodyear's Agreement, as provided in Paragraphs 1 through 4 above, the Commission, through its Program Manager, will dismiss with prejudice the pending Violation Notice Number 30900 for which no court proceeding had been instituted.

In addition, the Commission shall take no further judicial or administrative action in these matters, but nothing shall preclude the Commission from referring to a violation arising from different factual circumstances.

This Agreement must be returned to the Commission by April 21, 2021.

ARIZONA CORPORATION COMMISSION

CITY OF GOODYEAR

Eric Villa
Program Manager
Pipeline Safety Section

By _____
Title _____
Date _____



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND CONDITIONS OF APPROVAL OF THE FINAL PLAT OF SEDELLA PARCEL 2B

STAFF PRESENTER(S): Stephen Scinto, Deputy Director Engineering

SUMMARY:

A request has been made to amend the conditions of approval of the Final Plat of Sedella Parcel 2B to allow for the continued development of the development known as Sedella while issues are worked out with Maricopa County Water District (MWD) regarding the easements and right of way needed for the construction of road improvements that require the relocation of MWD infrastructure.

Recommendation:

Amend the conditions of the April 13, 2020 approval of the Final Plat of Sedella Parcel 2B, to delete stipulation 7 and add two stipulations. (Stephen Scinto, Deputy Director Engineering)

STIPULATIONS:

Stipulation 7 of the April 13, 2020 approval of the Final Plat of Parcel 2B is hereby deleted

The following two stipulations are added as conditions of approval of the Final Plat of Sedella Parcel 2B

- No more than 134 single family building permits within Sedella Parcel 2B (approximately 75% of Sedella Parcel 2B) shall be issued until the city has received, at no cost to the city, in fee, lien free and free of any easement not specifically approved by the city, the property at the northeast corner of West Camelback Road and North Citrus Road identified on page 5 of the Final Plat for Sedella Parcel 2B as MWD Well Site 13-22 (50x50) and Well, Book 331, Pages 102-104 (the Existing MWD Well Site")
- No more than 160 single family building permits within Sedella Parcel 2B (approximately 90% of Sedella Parcel 2B) shall be issued until City has received all necessary easements and rights-of-way needed for the construction of the improvements on the approved improvement plans for the intersection of Camelback Road and Citrus Road

FISCAL IMPACT:

There is no anticipated fiscal impact to the City, as a result of the proposed modifications to the Final Plat stipulations.

BACKGROUND AND PREVIOUS ACTIONS:

- The Sedella Planned Area Development (PAD) was approved by the City Council on June 13, 2005, with the adoption of Ordinance No. 05-946.
- The preliminary plat for Sedella was approved by the City Council on June 13, 2005.
- The final plat for Sedella Parcel 2B was approved by the City Council on April 13, 2020.

STAFF ANALYSIS

The construction of improvements to Camelback Road is required as a condition of the development of Sedella. The construction of these road improvements requires the relocation of existing MWD improvements and the conveyance to MWD of easements and/or real property for the relocated facilities. The city is required to acquire any off-site property and/or easements as needed for relocated MWD facilities.

City staff and the developer have been coordinating with MWD. Although construction plans have been approved, MWD has yet to finalize the legal descriptions for the property and/or easements needed for the relocated MWD facilities. The delay in getting approved legal descriptions has delayed the acquisition of the required property and/or easements and the completion of the Camelback Road improvements.

A request has been made to amend the conditions of approval of the Final Plat of Sedella Parcel 2B to allow for the continued development of residential lots within Sedella while issues are worked out with MWD regarding the easements and right of way needed for the relocated MWD facilities. The proposed modifications to stipulations allow for additional flexibility in developing the subdivision lots while the developer and City staff work through the acquisition of off-site easements and ROW, while ensuring there are final “milestones” that must be hit prior to buildout of Sedella Parcel 2B.



CITY COUNCIL ACTION REPORT

SUBJECT: AMEND CONDITIONS OF APPROVAL OF THE FINAL PLAT OF SEDELLA PARCEL 2A

STAFF PRESENTER(S): Stephen Scinto, Deputy Director Engineering

SUMMARY:

A request has been made to amend the conditions of approval of the Final Plat of Sedella Parcel 2A to allow for the continued development of the development known as Sedella while issues are worked out with Maricopa County Water District (MWD) regarding the easements and right of way needed for the construction of road improvements that require the relocation of MWD infrastructure.

Recommendation:

Amend the conditions of the April 13, 2020 approval of the Final Plat of Sedella Parcel 2A, to delete stipulation 8 and add two stipulations. (Stephen Scinto, Deputy Director Engineering)

STIPULATIONS:

Stipulation 8 of the April 13, 2020 approval of the Final Plat of Parcel 2A is hereby deleted

The following two stipulations are added as conditions of approval of the Final Plat of Sedella Parcel 2A

- No more than 45 single family building permits within Sedella Parcel 2A (approximately 75% of Sedella Parcel 2A) shall be issued until the city has received, at no cost to the city, in fee, lien free and free of any easement not specifically approved by the city, the property at the northeast corner of West Camelback Road and North Citrus Road identified on page 5 of the Final Plat for Sedella Parcel 2A as MWD Well Site 13-22 (50x50) and Well, Book 331, Pages 102-104 (the Existing MWD Well Site")
- No more than 54 single family building permits within Sedella Parcel 2A (approximately 90% of Sedella Parcel 2A) shall be issued until City has received all necessary easements and rights-of-way needed for the construction of the improvements on the approved improvement plans for the intersection of Camelback Road and Citrus Road

FISCAL IMPACT:

There is no anticipated fiscal impact to the City, as a result of the proposed modifications to the Final Plat stipulations.

BACKGROUND AND PREVIOUS ACTIONS:

- The Sedella Planned Area Development (PAD) was approved by the City Council on June 13, 2005, with the adoption of Ordinance No. 05-946
- The preliminary plat for Sedella was approved by the City Council on June 13, 2005.
- The final plat for Sedella Parcel 2A was approved by the City Council on April 13, 2020.

STAFF ANALYSIS

The construction of improvements to Camelback Road is required as a condition of the development of Sedella. The construction of these road improvements requires the relocation of existing MWD improvements and the conveyance to MWD of easements and/or real property for the relocated facilities. The city is required to acquire any off-site property and/or easements as needed for relocated MWD facilities.

City staff and the developer have been coordinating with MWD. Although construction plans have been approved, MWD has yet to finalize the legal descriptions for the property and/or easements needed for the relocated MWD facilities. The delay in getting approved legal descriptions has delayed the acquisition of the required property and/or easements and the completion of the Camelback Road improvements.

A request has been made to amend the conditions of approval of the Final Plat of Sedella Parcel 2A to allow for the continued development of residential lots within Sedella while issues are worked out with MWD regarding the easements and right of way needed for the relocated MWD facilities. The proposed modifications to stipulations allow for additional flexibility in developing the subdivision lots while the developer and City staff work through the acquisition of off-site easements and ROW, while ensuring there are final “milestones” that must be hit prior to buildout of Sedella Parcel 2A.

AGENDA ITEM #: 8.

DATE: 04/12/2021



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE SIX-MONTH EXTENSION TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF GOODYEAR

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director

SUMMARY:

The Intergovernmental Agreement (IGA) extension permits the city and the State of Arizona to negotiate a new 30-year agreement that will cover operation and maintenance costs of sewer pretreatment services for Perryville Prison.

Recommendation:

Authorize the City Manager or designee to execute all documents necessary for two (2) six-month extensions to the IGA for wastewater pretreatment service between the State of Arizona and the city of Goodyear to allow for up to one year to negotiate a new long-term agreement. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT:

Perryville Prison will continue to remit monthly wastewater treatment payments to the city based on its metered flow and standard user rates. The new IGA will address future wastewater pretreatment charges, and operations and maintenance responsibilities associated with pretreatment systems.

BACKGROUND AND PREVIOUS ACTIONS:

On April 16, 1990, the city entered into an IGA with the State of Arizona for wastewater treatment service for Perryville Prison. The original term of the IGA was set to expire on May 2, 2020.

The city and the State of Arizona began meeting in August 2019 to review, discuss, and update the terms of the IGA. Specific terms require additional negotiation as they relate to wastewater pretreatment charges, and operations and maintenance responsibilities associated with pretreatment systems. Staff from the city and State continue to meet regularly to develop a new and updated IGA.

On April 13, 2020, Council approved an amendment to this contract which provided two (2) six month extensions to allow time for city and Perryville staff to discuss the terms of an ongoing relationship. We experienced a slight delay with the pandemic, then the State began to research historic discharge data which prohibited us from entering negotiations during that time. The current amendment will expire May 2, 2021.

STAFF ANALYSIS

The city and the State of Arizona have been meeting over the past year and have determined a path forward that will address wastewater pretreatment charges, and operations and maintenance responsibilities associated with pretreatment systems.

Staff have begun working with the city's legal team to draft the new IGA and feel an additional two (2) six-month extensions will allow time to finalize the Agreement.

Attachments

Amendment 4 to Intergovernmental Agreement

STATE OF ARIZONA
DEPARTMENT OF CORRECTIONS REHABILITATION AND REENTRY
1601 West Jefferson, MC 55302
Phoenix, Arizona 85007-3002

AMENDMENT NO. 4

This **Agreement** entered into between the **City of Goodyear**, hereinafter referred to as the **Contractor**, and the **Arizona Department of Corrections**, on behalf of its **Arizona State Prison Complex-Perryville (ASPC-Perryville)** hereinafter referred to as the **Department** is hereby amended as follows:

This Agreement is hereby amended as follows:

Proposed change:

Pursuant to the provision of the referenced Agreement, under Section 19, the Department and the Contractor (collectively the "Parties") mutually agree to extend this IGA (set to expire May 2, 2021) for six months to November 2, 2021 in order to provide the Department and the Contractor additional time to negotiate a new agreement regarding the treatment of waste water from ASPC-Perryville. If the good faith negotiations between the Department and Contractor do not yield a new agreement in a timely fashion, the Parties shall have the option to extend this IGA for an additional six months to May 2, 2022. Either party may exercise said option to extend this IGA to May 2, 2022 on or before November 2, 2021 with any written notice sent to the other Party (including, but not limited to an email) sent or executed by either Party's duly authorized representative.

All other terms and conditions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto agree to carry out the terms of this Amendment.

CITY OF GOODYEAR

**ARIZONA DEPARTMENT OF CORRECTIONS
REHABILITATION AND REENTRY**

Signature of Authorized Individual Date

Typed Name

Typed Title

4980 South 157th Avenue

Goodyear, Arizona 85338

Typed Address

Signature of Authorized Individual Date

Denel Pickering

Typed Name

Chief Procurement Officer

Typed Title

1645 West Jefferson

Phoenix, Arizona 85007

Typed Address

Prepared by: Keith Montoya, Procurement Specialist

Date: March 08, 2021

This amendment shall be effective when all signatures are affixed.



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE WEST VALLEY MOBILE FIELD FORCE TEAM

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY:

The City of Goodyear's Police Department is requesting approval of the intergovernmental agreement to participate in the West Valley Mobile Field Force Team.

By participating in the West Valley Mobile Field Force Team (MFFRT), the Goodyear Police Department will have access to a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance involving large crowds.

Recommendation:

Approve the Intergovernmental Agreement for the City of Goodyear's Police Department to participate in the West Valley Mobile Field Force Team. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT:

Each Party will be responsible for any and all associated costs accrued in implementing the Agreement that are incurred by their own agencies, such as employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. Participation in the West Valley Mobile Field Force Team is funded in the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS:

Occasionally, volatile situations and civil unrest may occur at events involving large crowds. The West Valley Chiefs, in a proactive effort, have identified the need for a Mobile Field Force Response Team.

While Goodyear did not experience the level of unrest that occurred in other Metropolitan areas, participating in this agreement will allow Goodyear to engage other agencies to quickly deploy a properly equipped and effective work force to manage situations with the goal of preventing escalation. In order to prepare for the West Valley MFFRT and large crowd gatherings in the city, the department has received training and is obtaining equipment for twenty of the department's officers through the Department of Justice Assistance Grant program.

STAFF ANALYSIS

The primary goal of the team is to create a pool of specialized officers, available upon request, to assist in responding to volatile situations, incidents of civil disturbance involving large crowds in the west valley. Per the IGA, Goodyear will appoint a MFFRT Leader as well as an alternate holding the rank of Lieutenant or higher and four sworn officers to be members. The Goodyear MFFRT Leader will be responsible for all training, coordination, and deployment of Goodyear members and coordination with other agencies. The Goodyear Police Department will have jurisdiction over the incident or investigation that occur within the City of Goodyear and will remain as the lead agency for

the duration of the MFFRT deployment with support from other agencies.

Attachments

West Valley Mobile Field Force Response Team IGA

**INTERGOVERNMENTAL AGREEMENT
FOR THE CREATION AND PARTICIPATION IN THE
WEST VALLEY MOBILE FIELD FORCE RESPONSE TEAM**

This Intergovernmental Agreement ("Agreement" or "IGA") is entered into by and between the municipal corporations of the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA the municipal corporations listed may be referred to as a "Party" and may be referred collectively as "Parties". The law enforcement agency of the Parties will be referred to as "Agency" or "Agencies".

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. Sections 11-951 *et. seq.* and A.R.S. Section 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, it is the desire of the Parties and Agencies to work together for mutual benefit of the public; and

WHEREAS, it is the desire of the Parties and Agencies to work together and coordinate response to incidents of civil disturbance, public demonstrations, volatile situations of large or intermediate scale, or any event involving large crowds; and

WHEREAS, the locations of each Party's jurisdiction and their proximity to each other makes it advantageous to enter into this IGA in order to receive and extend mutual aid in the form of law enforcement services and resources to adequately respond to continuing, multi-jurisdictional criminal activity.

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

- A. For purposes of this IGA, the Agencies of the aforementioned Parties shall hereinafter be known collectively as the West Valley Mobile Field Force Response Team (MFFRT). Each West Valley MFFRT agency shall provide a copy of its fully executed IGA to every other member agency. If any Native American Tribal Government becomes a party to this IGA and requests MFFRT assistance, all assisting MFFRT team members shall be granted tribal

peace officer authority for the duration of the MFFRT activation within the applicable tribal jurisdiction.

I. PURPOSE

The purpose of this Agreement is to create the West Valley Mobile Field Force Response Team ("MFFRT"). The primary goal of the MFFRT is to provide a pool of specialized officers available, upon request, to assist in responding to volatile situations, incidents of civil disturbance, public demonstrations or events involving large crowds.

II. ACTIVATION, PROCEDURES AND RESOURCES

- A. Each Agency director shall appoint a MFFRT Leader ("Leader") as well as an Alternate for that Agency who shall be no less than the rank of commander or equivalent, and no less than four (4) sworn officers to be MFFRT Members ("Members"). Each Leader shall be responsible for all training, coordination and deployment of members from the same Agency, as well as coordination of training and deployment with each other Agency. Leaders are also responsible for mediating any disagreements between the Agencies during a MFFRT deployment. Each Agency shall notify every other Agency of the name and contact information of that Agency's Leader and Alternate, as well as when that designation or information changes.
- B. Any Agency to the Agreement may request activation or deployment of MFFRT. It shall be the responsibility of the Agency requesting activation to contact assigned Leaders via the law enforcement communications center of each Agency.
- C. The Agency that has jurisdiction over the incident or investigation will remain as the lead agency for the duration of a particular MFFRT deployment with support from MFFRT agencies.
- D. Each Agency, if resources are available, shall make at least one sworn law enforcement officer available along with supporting equipment such as vehicles in support of any MFFRT deployment. In the event a MFFRT Member is not available or as the situation dictates, a MFFRT agency may provide other sworn officers not designated as MFFRT Members in support of a MFFRT deployment.
- E. Each Agency shall have the sole discretion to determine how many or how long any of its personnel or resources shall be assigned in support of a MFFRT deployment.

IV. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation,

benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the West Valley Mobile Field Force Response Team, some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

V. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VI. INDEMNIFICATION

Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

VIII. EFFECTIVE DATE, DURATION AND CANCELLATION OF AGREEMENT

A. This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

IX. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

X. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XI. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XII. OTHER PROVISIONS

A. In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

B. This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

C. Each party agrees to comply with A.R.S. 35-393 et seq. if applicable.

D. Nothing within this Agreement shall be construed to limit the ability of participating MFFRT members to provide or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

E. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third party beneficiary, nor

authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.

F. Neither this IGA, nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.

G. No term or provision in this IGA is intended to create a partnership, joint venture or agency arrangement between the Parties.

XIII. COMPLIANCE WITH E-VERIFY PROGRAM

A. To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

B. A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

C. All of the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

D. Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

E. A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

F. The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XIV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The West Valley MFFRT Leaders shall compile a list of each Party's contact person, address, and phone number and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

CITY OF Goodyear, an Arizona municipal corporation

By: _____
GEORGIA LORD
Mayor

ATTEST:

DARCIE MCCracken
City Clerk

APPROVED AS TO FORM:

RORIC MASSEY
City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

By: _____
RORIC MASSEY
City Attorney

Date: _____



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVAL OF THE INTERGOVERNMENTAL AGREEMENT TO PARTICIPATE IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

SUMMARY:

The City of Goodyear's Police Department is requesting approval of the Intergovernmental agreement to participate in the West Valley Investigative Response Team. By participating in the West Valley Investigative Response Team (WVIRT), the Goodyear Police Department will have access to resources to investigate critical incidents that occur within the department. This team will consist of a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and other related functions of a critical incident, including officer involved shootings, officer injuries, or other critical or complex investigations. The City of Goodyear Police Department's participation in the WVIRT will require members to participate in WVIRT activations, meetings, trainings, etc.

Any Party may request assistance from the WVIRT and a Team Leader will be assigned to serve as the "Lead Investigator" for the "Critical Incident Investigation". The Lead Investigator shall be employed by the "Lead Agency" during the duration of the Critical Incident Investigation. Each Party, if resources are available, shall make at least one sworn law enforcement officer available, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

Recommendation:

Approve the Intergovernmental Agreement for the Police Department to participate in the West Valley Incident Response Team. (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT:

Each Party will be responsible for any and all associated costs accrued in implementing the Agreement that are incurred by their own agencies, such as employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. Participation in the West Valley Investigative Response Team is funded in the Police Department General Fund base budget.

BACKGROUND AND PREVIOUS ACTIONS:

During calendar year 2020, throughout the country, several police actions resulted in high profile investigation. The West Valley Chief's are taking proactive measures to ensure that investigations of critical incidents are performed without the perception of bias or favoritism. The West Valley Chief's worked together to form the West Valley Investigation Response Team (WVIRT). Participation in the team will ensure that all critical incidents that occur within the City of Goodyear will result in examination by the WVIRT.

STAFF ANALYSIS

Currently, if a critical incident (i.e. officer involved shooting, officer injuries, etc.) were to occur in the City of Goodyear, the Goodyear Police Department would evaluate if the investigation can be completed by the department or if another agency needed to take the lead. If another agency is needed, the Chief of Police would contact another Department's Chief and request assistance.

Attachments

West Valley Investigative Response Team IGA

INTERGOVERNMENTAL AGREEMENT FOR THE CREATION AND PARTICIPATION IN THE WEST VALLEY INVESTIGATIVE RESPONSE TEAM

This Intergovernmental Agreement is entered into pursuant to A.R.S. §§ 11-951, *et seq.* and A.R.S. § 13-3872 among the City of Avondale, the City of Buckeye, the City of El Mirage, the City of Glendale, the City of Goodyear, the City of Peoria, the City of Surprise, the City of Tolleson, and the Town of Wickenburg.

The aforementioned agencies hereby establish the West Valley Investigative Response Team (WVIRT). Upon invitation by the chief law enforcement officers (“Chiefs”) of the then-existing members any public agency, as that term is defined in A.R.S. § 11-951, may request participation in the WVIRT, subject to compliance with the provisions of A.R.S. §§11-951 *et seq.* The participating agencies shall be collectively referred to as “WVIRT Agencies” or “Parties”).

I. PURPOSE

The purpose of this Agreement is to create a West Valley Investigative Response Team (WVIRT). The primary goal of the WVIRT is to provide a pool of specialized officers who are available to assist in the investigation, documentation, evidence gathering, and related functions of a critical Incident” or “Critical Incident Investigation”, including but not limited to officer involved shootings, officer injuries, or other critical or complex investigations.

II. AUTHORITY

The Parties are authorized and empowered to enter into this Agreement pursuant to A.R.S. §§11-951 *et seq.*, A.R.S. §13-3872 and the respective provisions of their City Charters, Tribal Constitution or other governing statute or authority.

If any Native American tribe that is a party to this Agreement requests WVIRT assistance, all assisting WVIRT team members shall be granted tribal peace officer authority as necessary within the applicable tribal jurisdiction.

III. PROCEDURES AND RESOURCES

Each Party shall assign no less than one sworn law enforcement officer to represent that Party on the WVIRT (“WVIRT Member”). The WVIRT Member shall be required to participate in all WVIRT activations, meetings, trainings, or other duties or responsibilities in furtherance of the WVIRT.

Each Party shall immediately inform the other Parties the individual selected to represent

that Party as a WVIRT Member and when such designation changes. In the event a primary WVIRT member is not available or as the situation dictates, a Party may provide officers not designated as WVIRT members in support of a WVIRT activation.

The WVIRT Members shall select from its membership two (2) individuals to serve as "WVIRT Team Leaders", subject to final approval of "Chiefs" of the WVIRT agencies. The selection shall be made on a rotating basis for a term of at least one year, which shall correspond with the effective date of the Agreement. In the event that a Team Leader is unable to complete his or her term, for any reason or no reason, WVIRT members shall appoint a replacement subject to final approval of "Chiefs" of the WVIRT agencies.

The WVIRT Team Leaders or designees will be responsible for coordinating on-going training, meetings or other necessary functions in support of the of WVIRT. Team Leaders shall be responsible for mediating any jurisdictional disputes between the Parties during a WVIRT Activation. In the event such mediation fails, the issue shall be brought to the attention of the WVIRT Chiefs for appropriate resolution.

IV. ACTIVATION

Any Party to the Agreement may request assistance from WVIRT ("Requesting Party"). The Requesting Party shall contact the WVIRT Team Leaders via the law enforcement communications center of each Party (WVIRT Activation").

Upon contact, Team Leaders shall identify the Party that shall serve as the "Lead Investigator" for the "Critical Incident Investigation". The Team Leaders shall notify the Requesting Party and WVIRT Members of the Lead Investigator. The Party from which the Lead Investigator is employed shall be the "Lead Agency" during the duration of the Critical Incident Investigation.

The Lead Investigator and Lead Agency shall have the obligation to complete the Critical Incident Investigation to completion as determined by the WVIRT Chiefs. If a Party is not able to complete an investigation to completion, the WVIRT Chiefs will determine an alternative investigator and agency to complete the investigation.

Each Party, if resources are available, shall make available at least one sworn law enforcement officer, in addition to a WVIRT Member, and any equipment in support of any WVIRT Activation.

V. COSTS AND ANY REIMBURSEMENT

The Parties will be responsible for any and all associated costs accrued in implementing this Agreement that are incurred by their respective agencies to include but are not limited to employee salary, shift differential pay, overtime compensation, benefits, vehicles, equipment, etc. If any Party receives grant funds designated for the WVIRT,

some or all of these expenses may be reimbursed to the Parties. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this Agreement.

VI. NONDISCRIMINATION

The Parties to this Agreement shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act; provided however, an Indian Community is subject to 25 U.S.C. § 450e(c). No Party shall engage in any form of illegal discrimination.

VII. INDEMNIFICATION

Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

VIII. GOVERNING LAW

The laws of the State of Arizona shall govern this Agreement. Venue will be in the Maricopa County Superior Court unless the subject matter of the dispute involves an Indian Community, then venue shall be in the Federal District Court for the State of Arizona. In the event of any litigation or arbitration arising out of this Agreement, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

IX. DURATION AND CANCELLATION OF AGREEMENT

This Agreement shall become effective upon execution by the Parties hereto and shall remain in effect until July 1, 2026, unless otherwise terminated by the terms of this Agreement or operation of law. Failure by one or more Parties to execute the Agreement shall not invalidate the Agreement as to those Parties who did so execute. Any Party may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Parties to the Agreement.

X. CANCELLATION PROVISIONS PURSUANT TO A.R.S §38-511

The Parties reserve all rights that each may have to cancel this Agreement for possible conflicts of interest under A.R.S. § 38-511, as amended.

XI. MULTIPLE COUNTERPARTS

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

XII. WORKER'S COMPENSATION

Pursuant to A.R.S. §23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The parent agency shall be solely liable for payment of worker's compensation benefits. In addition, any volunteer of a Party that is involved in the execution of training, events or activities pursuant to this Agreement shall be considered an employee of that Party pursuant to A.R.S. §23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XIII. OTHER PROVISIONS

In the event that any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.

This Agreement contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This Agreement may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.

Each party agrees to comply A.R.S. 35-393 et seq. if applicable.

Nothing within this Agreement shall be construed to limit the ability of participating WVIRT members to provide or as otherwise allowed for by law, such assistance in any enforcement

action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime or matter under consideration.

XIV. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. §41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty will be considered a material breach of this Agreement and may subject the breaching party to penalties up to and including termination of this Agreement.

All of the Parties retain the legal right to inspect the papers of any employee who works pursuant to this Agreement or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this Agreement if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A).

The provisions of this Article must be included in any contract either Party enters into with any and all of its contractors or subcontractors who provide services under this Agreement.

XV. NOTICES

Any notice required to be given under this Agreement will be provided to all Parties to this Agreement. The WVIRT leaders shall compile a list of each Party's address, phone number and contact person and distribute said list to each member to this Agreement.

IN WITNESS WHEREOF, the Party named below has executed this Agreement on _____.

CITY OF GOODYEAR, an Arizona
municipal corporation

By: _____
GEORGIA LORD
Mayor

ATTEST:

DARCIE MCCracken
City Clerk

APPROVED AS TO FORM:

RORIC MASSEY
City Attorney

INTERGOVERNMENTAL AGREEMENT DETERMINATION

In accordance with A.R.S. §11-952, this Agreement has been reviewed by the undersigned who determined that this Agreement is in appropriate form and is within the powers and authority of the respective parties.

City of NAME

By: _____
RORIC MASSEY
City Attorney

Date: _____

AGENDA ITEM #: 11.

DATE: 04/12/2021



CITY COUNCIL ACTION REPORT

SUBJECT: GOVERNOR'S OFFICE OF HIGHWAY SAFETY PROPOSITION 207 GRANT FUNDING RESOLUTION

STAFF PRESENTER(S): Santiago Rodriguez, Chief of Police

OTHER PRESENTER(S):

James Hernandez, Lieutenant

SUMMARY:

This action authorizes the application and execution, if awarded, of the FY2021-2022 Governor's Office of Highway Safety Proposition 207 grant funds. The grant funds will allow the Goodyear Police Department to provide education, enforcement, and prosecution of impaired drivers as a result of Proposition 207, the Smart and Safe Arizona Act, which legalized the production, sale, possession, and consumption of recreational marijuana.

Recommendation:

ADOPT RESOLUTION NO. 2021-2144 AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2021-2022 GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) PROPOSITION 207 GRANT FUNDS TO THE GOODYEAR POLICE DEPARTMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE REQUIRED BUDGET TRANSFERS (IF GRANT FUNDS ARE AWARDED). (Santiago Rodriguez, Chief of Police)

FISCAL IMPACT:

The Proposition 207 grant is funded by the GOHS. The FY2021 grant amount is \$129,450, with no matching fund requirement from the city of Goodyear. The department is requesting an increase of \$8,500.00 in operating budget for ongoing vehicle maintenance.

BACKGROUND AND PREVIOUS ACTIONS:

In November 2020, Arizona citizens passed Proposition 207, the Smart and Safe Arizona Act that legalized and regulates the production, sale, possession, and consumption of recreational marijuana.

STAFF ANALYSIS

The Goodyear Police Department Traffic Unit is tasked with education, enforcement, and prosecution of impaired drivers in the city of Goodyear. With the passage of Proposition 207 and the increase in residents in the City, it is even more critical that the Department have the resources to conduct proactive detection.

The GOHS Proposition 207 grant allocates funding to reduce impaired driving, including conducting

training programs, purchasing equipment for detecting, testing and enforcing laws against driving while impaired. In addition, the grant funds training and personnel costs for dedicated traffic enforcement.

The Goodyear Police Department will use funds provided by the GOHS grant to compensate employee's overtime expenses; procurement of additional field-testing equipment and procurement of an unmarked vehicle for use during enforcement activities.

Attachments

Resolution 21-2144

GOHS Proposal

GOHS Grant OT

GOHS Grant Capital

PD Presentation

RESOLUTION NO. 2021-2144

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR FY 2021-2022 GOVERNOR'S OFFICE OF HIGHWAY SAFETY (GOHS) PROPOSITION 207 GRANT FUNDS TO THE GOODYEAR POLICE DEPARTMENT, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, it is in the best interest of the City to apply for Governor's Office of Highway Safety Proposition 207 grant funds for assistance in reducing impaired driving; and

WHEREAS, there is no match requirement for this application; and

WHEREAS, the project qualifies as an eligible project under the GOHS; and

WHEREAS, the City of Goodyear City Council held a public hearing on March 22, 2021 in the manner prescribed by law for the purpose of considering the grant; and

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit an application to the Governor's Office of Highway Safety for the Proposition 207 Grant funding to provide overtime, equipment, and an unmarked vehicle to assist with impaired driving for an amount not to exceed \$129,450.

SECTION 2. If the grant application is awarded, the City will enter into a Grant Agreement with the Governor's Office of Highway Safety to implement the projects or programs that have been approved by the GOHS.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to this application and any grant agreement offered as a result of grant funding.

SECTION 4. If grant funds are awarded to the City of Goodyear, the City Council hereby authorizes the City Manager to approve the necessary budget transfers in the amount of the awarded funds.

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

Date: _____

APPROVED AS TO FORM:

Roric Massey, City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

Given under my hand and sealed this _____ day of _____, 20____.

City Clerk



ALBERTO GUTIER
DIRECTOR AND
GOVERNOR'S HIGHWAY SAFETY
REPRESENTATIVE
602-255-3216

207 FUND PROPOSAL TEMPLATE

The Prop 207 Fund Grant Proposal provides funding established by A.R.S 36-2817, under two specific areas:

- a.) **REDUCING IMPAIRED DRIVING**, INCLUDING CONDUCTING TRAINING PROGRAMS AND PURCHASING EQUIPMENT FOR DETECTING TESTING AND ENFORCING LAWS AGAINST DRIVING, FLYING OR BOATING WHILE IMPAIRED.
- b.) EQUIPMENT, TRAINING AND PERSONNEL COSTS FOR **DEDICATED TRAFFIC ENFORCEMENT**.

Please attach a cover letter addressed to the GOHS Director on agency letterhead. This cover letter **must be signed** by a representative of your agency authorized to commit your agency to this grant.

Contact Information

Agency:	Agency Name:	Goodyear Police Department
	Address:	11 N. 145th Ave
	City, State, Zip:	Goodyear, AZ 85338
	Phone:	623-932-1220
Project Administrator:	Name:	James Hernandez
	Title:	Lieutenant
	Phone:	623-882-7744
	Email:	jhernandez@goodyearaz.gov

The following grant funding for training is as follows:

- ▶ Additional Drug Recognition Expert (DRE's) around the State
- ▶ Advanced Roadside Impaired Driving Enforcement (ARIDE)
- ▶ Standardized Field Sobriety Test - Horizontal Gaze Nystagmus (SFST-HGN)
- ▶ Phlebotomy training classes around the State
- ▶ Drug Impairment training for Educational Professionals (DITEP)
- ▶ GOHS Law Enforcement Prosecutor Conferences
- ▶ Annual Judges Conference for lower court municipal and JP's
- ▶ Electronic Search Warrants for Blood and Officer Certification by the Superior Court
- ▶ Simplified impaired driving training for patrol officers

The following grant funding for equipment and enforcement is as follows:

- ▶ Detecting - Saturation Patrols/Details specific on impaired driving
- ▶ Testing - Drug/ Alcohol laboratory testing machines and technicians
- ▶ Enforcing - Lab personnel, supplies, DUI processing vans, patrol vehicles, saliva test, DRE tablets, and database enhancements

Equipment:

- ▶ Patrol Enforcement Vehicles -As needed based on agency enforcement performance
- ▶ PBT's-for PC/drug detection equipment for roadside testing
- ▶ Radar/Laser speed detection instruments
- ▶ Vehicle Crime Unit (VCU) equipment, etc.

Training:

- ▶ DRE incentives for officers/travel/equipment
- ▶ DRE National Conference attendance as earned by evaluations
- ▶ Traffic Safety Resource Prosecutor (TSRP)-For training and as advisory panelists for 207 Fund training and other advisory duties

Personnel Costs:

- ▶ Expand DUI/Drug Task Forces around Arizona including Tribal Police
- ▶ GOHS dedicated employees for grant processing-contract writing and monitoring
- ▶ City/County/State enforcement details for speed, seatbelt, distracted driving, racing and other traffic issues
- ▶ Data gathering software and analysis
- ▶ Educational TV /Radio advertising campaign on consequences of marijuana impairment
- ▶ Monthly DRE/DUI Coordinators GOHS meetings
- ▶ End of CY-2021 report of expenditures and results for the record
- ▶ GOHS Focus-Data numbers for 2017/2018/2019/2020 DUI arrests by agency, same data by DUI/DRUG arrests# DUI Evaluations by officers and agency comparison of GOHS/DUI AC/federal grants by agency.

Project Proposal Summary

Please include a summary of funding requested.

Example: Agency requests funding for DUI Overtime Enforcement. The Agency plans on using grant funding for additional impaired driving enforcement saturation patrols or other traffic enforcement details as needed.

Explain your Agency's need for equipment or other materials and how it will be used as requested, including training.

The City of Goodyear is continuing to experience rapid population growth and is consistently listed as one of the fastest growing communities in the United States. The City of Goodyear is also experiencing significant business growth and now has four Amazon Distribution Centers, UPS, Boeing, Daimler Chrysler, Chewy, Andersen Doors and Windows and countless other large corporations now calling Goodyear home which dramatically increases the daily workforce present in our community.

The Goodyear Police Department is requesting additional funding in the amount of \$68,000.00 for DUI Overtime Enforcement. The Goodyear Police Department intends to utilize this overtime funding for several purposes which includes: DUI enforcement saturation patrols throughout the funding period with special emphasis on dates with other special events planned such as festivals, concerts, etc which increase both vehicle and pedestrian traffic within the city. In addition, this overtime funding will be utilized to provide instructors for DUI related training courses such as ARIDE, SFST/HGN and DRE courses.

In addition, the Goodyear Police Department is requesting grant funds to purchase 21 new Lifeloc FC10+ PBTs which will be issued to police officers within the agency to assist in impaired driver investigations. The Goodyear Police Department is also requesting funding for 1 Police Package unmarked vehicle for the specific purpose of DUI enforcement. This Police Package unmarked vehicle will continue to enhance the agencies ability to successfully identify and remove impaired drivers from our roadways.

Detailed Estimated Budget Costs

Please fill in the budget category that relates to your agency's project proposal. Please note that GOHS only grants overtime projects at a maximum employee related expense (ERE) rate of 40%

Budget Item	Description	Total
Personnel Services (Overtime)	Overtime for DUI Enforcement related activities - Task Force, Training, Instruction	\$ 48,571.00
Employee Related Expenses (ERE 40%)	Employee Related Expenses related to personnel services (overtime) for DUI Enforcement related activities.	\$ 19,429.00
Professional & Outside Services		\$ 0.00
Travel		\$ 0.00
Materials and Supplies	(21) Lifeloc FC10+ PBTs - Request for new PBTs to replace current PBTs which are over ten years old.	\$ 9,450.00
Capital Outlay Equipment	1 Police Package unmarked vehicle for DUI Enforcement.	\$ 52,000.00
Total Estimated Cost:		\$ 129,450.00



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Santiago Rodriguez
Goodyear Police Department
11 North 145th Avenue
Goodyear, Arizona 85338

PROJECT REFERENCE:

Contract Number: 2021-207-047
Total Estimated Costs: \$68,000.00
Purpose of Project: Proposition 207 Funding
Personnel Services (Overtime) and Employee Related
Expenses (ERE)

Dear Chief Rodriguez,

Attached is one copy of the referenced Proposition 207 Funding Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 6);
4. As Agency Head, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

3-8-2021
Date

Enclosures



2021 CONTRACT 207 FUND

AGENCY Goodyear Police Department		GOHS CONTRACT NUMBER 2021-207-047	
ADDRESS 11 North 145 th Avenue, Goodyear, Arizona 85338		PROGRAM AREA 207 FUND	
AGENCY CONTACT Jason Bayer		PHONE 623-882-7436	
GOHS GRANT COORDINATOR Ellen Bourget		PHONE 602-255-3213	
PURPOSE OF PROJECT Proposition 207 Funds will support Personnel Services (Overtime) and Employee Related Expenses (ERE)			
BUDGET COST CATEGORY			Project Period CY 2021
1. Personnel Services			\$48,571.00
2. Employee Related Expenses (40%)			\$19,429.00
3. Professional and Outside Services			\$0.00
4. Travel In-State			\$0.00
5. Travel Out-of-State			\$0.00
6. Materials and Supplies			\$0.00
7. Capital Outlay			\$0.00
TOTAL ESTIMATED COSTS			\$68,000.00
CURRENT GRANT PERIOD	FROM: 01-01-2021		TO: 12-31-2021
TOTAL 207 FUNDS OBLIGATED THIS CY: \$68,000.00			
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.			

GOALS AND OBJECTIVES:

The Agency will make expenditures, to meet the outlined Program Goals/Objectives:

- (a) Reducing impaired driving, including conducting training programs and purchasing equipment for detecting testing and enforcing laws against driving, flying or boating while impaired.
- (b) Equipment, training and personnel costs for dedicated traffic enforcement.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

STATE CONTRACT:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS ENFORCEMENT REPORTING SYSTEM.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Calendar Year (December 31th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. ***Note:*** Failure to comply with the outlined GOHS reporting requirements may result in withholding of State funds or termination of the Contract.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested. Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. RCIs shall be delivered via email or mail with appropriate supporting documentation to the Governor's Office of Highway Safety. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Calendar Year (December 31st). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept financial responsibility.**

PROJECT MONITORING:

207 Fund grant project monitoring is used by the GOHS project coordinator to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations. The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the calendar year. If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and submit via regular mail to the Director of the Governor's Office of Highway Safety. The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and submit the request via regular mail. All requests for modification must bear the signature of the Agency Head. **Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be negotiated with the Director of the Governor's Office of Highway Safety.**

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

PRESS RELEASE: Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE, and

WHEREAS, AGENCY has submitted an application for Funds for 207 funds projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of GOHS in monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit a Final Report on the Contract to include all financial, performance, and other reports required as a condition of the grant to GOHS within thirty (30) days of the completion of the Contract.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Administrator, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.

B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS, or unless otherwise provided elsewhere in this Contract.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply. The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.

B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XX. Termination and Abandonment

A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.

B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated: In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 or the Contract. The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Jessica Archuleta
Title: Accountant
Telephone Number: 623-882-7882 Fax Number: 623-932-3003
E-mail Address: jessica.archuleta@goodyearaz.g

2. Agency's Fiscal Contact:

Name: Jessica Archuleta
Title: Accountant
Telephone Number: 623-882-7882 Fax Number: 623-932-3003
E-mail Address: jessica.archuleta@goodyearaz.gov
Federal Identification Number: 86-6000249

3. Reimbursement information:

Warrant/Check to be made payable to:
City of Goodyear
Warrant/Check to be mailed to:
City of Goodyear Attn: Jessica Archuleta
(Agency)
190 N Litchfield Rd
(Address)
Goodyear, AZ 85338
(City, State, Zip Code)

Signature of Agency Head:

Santiago Rodriguez, Chief of Police
Goodyear Police Department

Signature of Secondary Official (If applicable)

Date Telephone

Date Telephone

AUTHORITY

1. This Project is authorized by **A.R.S 36-2817** and regulations promulgated there under. The funds authorized for this Project have been appropriated and budgeted by the "Smart and Safe Arizona Act" The expenses are reimbursable under Proposition 207 passed into Arizona's Constitution November 30, 2020.

2. AGREEMENT AND AUTHORIZATION TO PROCEED

**By State Official responsible to Governor for the
Administration of the State Highway Safety Agency**

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Santiago Rodriguez
Goodyear Police Department
11 North 145th Avenue
Goodyear, Arizona 85338

PROJECT REFERENCE:

Contract Number: 2021-207-061
Total Estimated Costs: \$61,450.00
Purpose of Project: Proposition 207 Funding
Materials and Supplies: 21 PBTs, and Capital Outlay
Equipment: 1 Police Package Truck

Dear Chief Rodriguez,

Attached is one copy of the referenced Proposition 207 Funding Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Review the entire contract as there have been significant changes throughout the contract;
2. GOHS requires one single-sided copy with an original signature.
3. Have your fiscal staff complete the Reimbursement Instructions (page 6);
4. As Agency Head, sign and date the signature page;
5. Return one completed and signed copy to the Governor's Office of Highway Safety, 1700 West Washington Street, Executive Tower, Suite 430, Phoenix, Arizona 85007.

Please do not incur any costs at this time as it would nullify the contract. Once the signed copy is received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

3-8-2021

Date

Enclosures



2021 CONTRACT 207 FUND

AGENCY Goodyear Police Department		GOHS CONTRACT NUMBER 2021-207-061	
ADDRESS 11 North 145 th Avenue, Goodyear, Arizona 85338		PROGRAM AREA 207 FUND	
AGENCY CONTACT Jason Bayer		PHONE 623-882-7436	
GOHS GRANT COORDINATOR Ellen Bourget		PHONE 602-255-3213	
PURPOSE OF PROJECT Proposition 207 Funds will support Materials and Supplies: 21 PBTs, and Capital Outlay Equipment: 1 Police Package Truck			
BUDGET COST CATEGORY			Project Period CY 2021
1. Personnel Services			\$0.00
2. Employee Related Expenses (40%)			\$0.00
3. Professional and Outside Services			\$0.00
4. Travel In-State			\$0.00
5. Travel Out-of-State			\$0.00
6. Materials and Supplies			\$9,450.00
7. Capital Outlay			\$52,000.00
TOTAL ESTIMATED COSTS			\$61,450.00
CURRENT GRANT PERIOD	FROM: 01-01-2021	TO: 12-31-2021	
TOTAL 207 FUNDS OBLIGATED THIS CY: \$61,450.00			
A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.			

GOALS AND OBJECTIVES:

The Agency will make expenditures, to meet the outlined Program Goals/Objectives:

- (a) Reducing impaired driving, including conducting training programs and purchasing equipment for detecting testing and enforcing laws against driving, flying or boating while impaired.
- (b) Equipment, training and personnel costs for dedicated traffic enforcement.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA –

Requirements for Professional and Outside Services:

A copy of all Contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be preapproved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, at a minimum, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case-by-case basis.

STATE CONTRACT:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS ENFORCEMENT REPORTING SYSTEM.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Calendar Year (December 31st)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report. **Note:** Failure to comply with the outlined GOHS reporting requirements may result in withholding of State funds or termination of the Contract.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety on a quarterly basis, for each active quarter, in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested. Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records. RCIs shall be delivered via email or mail with appropriate supporting documentation to the Governor's Office of Highway Safety. Final RCIs will not be accepted fifteen (15) days after the conclusion of each Calendar Year (December 31st). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept financial responsibility.**

PROJECT MONITORING:

207 Fund grant project monitoring is used by the GOHS project coordinator to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations. The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide

assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the calendar year. If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and submit via regular mail to the Director of the Governor's Office of Highway Safety. The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and submit the request via regular mail. All requests for modification must bear the signature of the Agency Head. **Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be negotiated with the Director of the Governor's Office of Highway Safety.**

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of Speeding in terms of money, criminal, and human consequences.

PRESS RELEASE: Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE, and

WHEREAS, AGENCY has submitted an application for Funds for 207 funds projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of GOHS in monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit a Final Report on the Contract to include all financial, performance, and other reports required as a condition of the grant to GOHS within thirty (30) days of the completion of the Contract.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Administrator, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".
- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which State funds have been claimed and reimbursement received, as may have been determined by a State audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of GOHS, or unless otherwise provided elsewhere in this Contract.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply. The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

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VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

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- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

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- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice,

AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.

- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
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- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

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1. Agency Official preparing the Report of Costs Incurred:

E-mail Address: jessica.archuleta@goodyearaz.gov

Federal Identification Number: 86-6000249

(City, State, Zip Code)

Date _____ Telephone _____

6



GOVERNOR'S OFFICE OF HIGHWAY SAFETY(GOHS) PROPOSITION 207 GRANT



BACKGROUND

November
2020

Arizona citizens passed Proposition 207
(Smart and Safe Arizona Act)

Legalized and regulates the production, sale,
possession, and consumption of
recreational marijuana

GOHS PROPOSITION 207 GRANT

WHY ARE WE HERE TODAY?



Goodyear PD would like to:

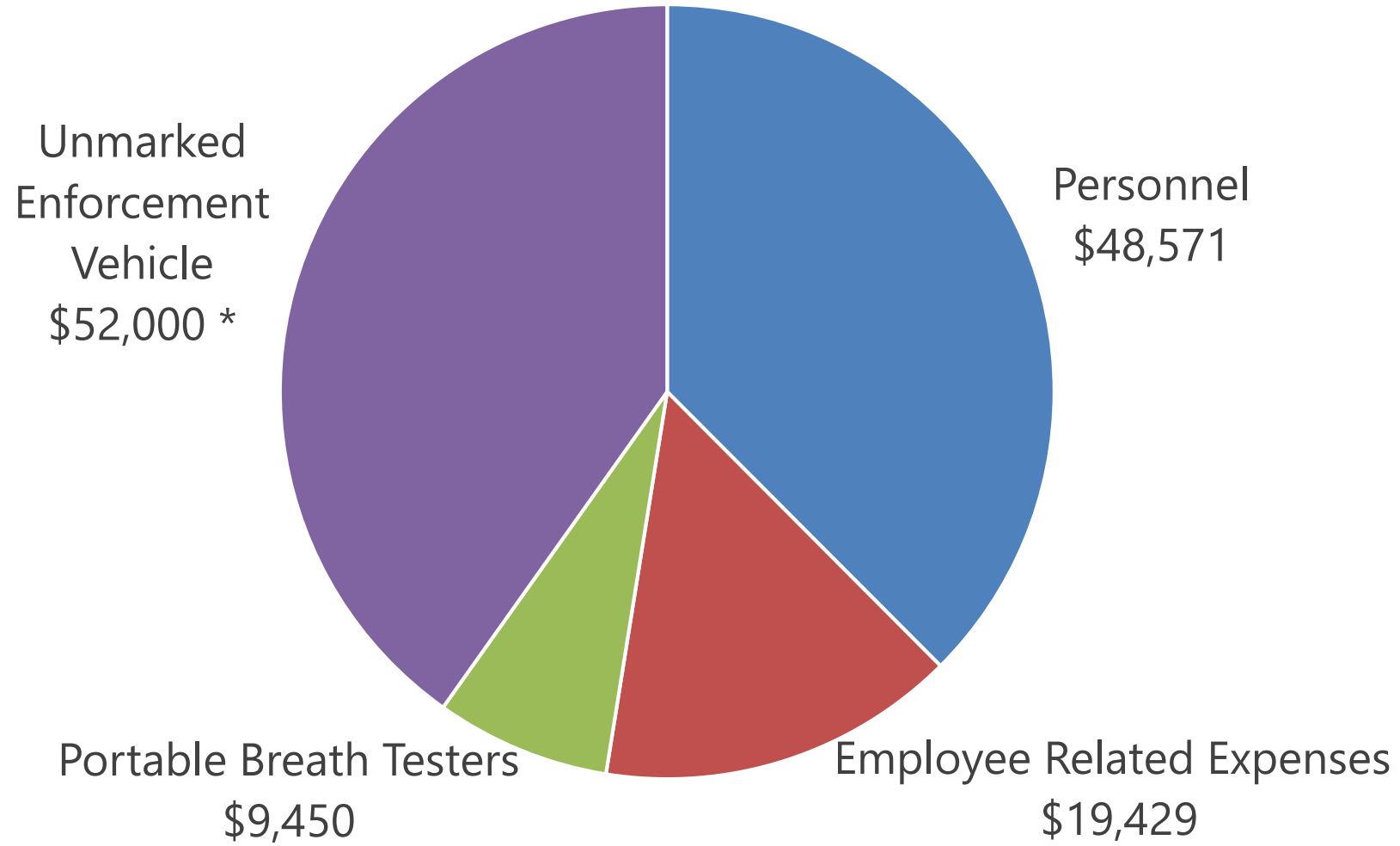
- apply for a GOHS Prop 207 Grant
- request authorization to execute all documents if awarded funds
- request authorization to approve

required budget transfers



If awarded, the grant funds will allow the Goodyear PD to provide education, enforcement, and prosecution of impaired drivers as a result of Prop 207

Requested Grant Funding (\$129,450)



*Ongoing vehicle maintenance estimated: \$8,500

GOHS PROPOSITION 207 GRANT



GRANT TIMELINE

February
2021

GOHS contacted
the Goodyear PD
regarding Prop
207 needs

Mid-February
2021

Goodyear PD
conveyed items
being considered
for submittal

February 18,
2021

Goodyear PD
received a
funding contract
from GOHS

March 22,
2021

Awaiting Council
consideration to
finalize proposal

GOHS PROPOSITION 207 GRANT



REQUESTED ACTION

Goodyear PD requests City Council approval of
Resolution 2021-2144



AZ GOHS contract 2021-207-047 (OT/ERE)



AZ GOHS contract 2021-207-061 (Capital)

AGENDA ITEM #: 12.

DATE: 04/12/2021



CITY COUNCIL ACTION REPORT

SUBJECT: ELECTRONIC SIGNATURES ON CANDIDATE PETITIONS

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY:

Requesting consideration for approval to register the city of Goodyear in the Secretary of State's (SOS) E-Qual program allowing for electronic signature gathering on candidate petitions beginning with the 2022 elections.

Recommendation:

Staff recommends utilization of the Secretary of State's E-Qual system to electronically obtain voter signatures on candidate petitions beginning with the 2022 elections. (Darcie McCracken, City Clerk)

FISCAL IMPACT:

There is no fiscal impact related to using the SOS E-Qual system.

BACKGROUND AND PREVIOUS ACTIONS:

The SOS has created an application, E-Qual, to allow voters to electronically sign candidate petitions.

STAFF ANALYSIS

The next Goodyear candidate election is the Primary scheduled for August 2, 2022. Candidates for Mayor and Councilmember are required to obtain a minimum of 510 signatures. The nomination papers, financial disclosure statement and petitions must be submitted to the City Clerk between March 7, 2022 and April 4, 2022.

The E-Qual system is voluntary and allows candidates to obtain all, part, or none of the signatures using the system. Once a voter signs up to use the system, they are shown any races and petitions that they are eligible to sign. Since the voter is verified as a qualified elector at the time they register to use the system, the SOS has stated that any signatures obtained using E-Qual would be valid.

Prior to obtaining signatures, candidates must complete the Statement of Interest, which can also be done using the system.

Attachments

E-Qual Presentation



Electronic Signatures on Candidate Petitions

Darcie McCracken, City Clerk

Next Election



- Next candidate election: August 2, 2022 (Primary)
- Candidates must obtain a minimum of 510 signatures

WELCOME to E-Qual

Arizona Secretary of State
Citizens Clean Elections Commission



Interested in getting involved in the political process? With E-Qual, it's never been easier. It's simple to use, secure, and convenient.

With E-Qual, you can show your support for a candidate from the comfort of your home or anywhere internet access is available.

In Arizona, candidates are required to obtain a minimum number of petition signatures to appear on a ballot. Voters interested in assisting Statewide and Legislative candidates can now sign a petition electronically.

Clean Elections candidates are required to obtain \$5 qualifying contributions from registered voters to qualify for public funding. Voters may now contribute a \$5 qualifying contribution with E-Qual.

Click on a box below to get started now!



**SIGN A
CANDIDATE
NOMINATING
PETITION**



Arizona Secretary of State

**CONTRIBUTE A
\$5 DOLLAR
QUALIFYING
CONTRIBUTION**



Citizens Clean Elections Commission

Available Petitions

[Log off and exit](#)

Click on a candidate's name to view and/or sign the petition.

Candidate	Office Sought	Election	Status
Candidate Name 1	City of Phoenix Mayor	2020 General Election	Open ¹
Candidate Name 2	City of Phoenix Mayor	2020 General Election	Open ¹
Candidate Name 3	City of Phoenix Mayor	2020 General Election	Open ¹
NOTE: You may sign up to 1 petitions for this office			

Explanation of Status Values:

1. This petition is available to you to sign.
2. You already signed this petition.
3. The candidate has closed this petition. If you wish to contact the candidate, please view the petition for contact information.
4. This petition is closed as the candidate has received the maximum number of signatures allowed to be collected via E-Qual. If you wish to contact the candidate, please view the petition for contact information.
5. N/A
6. You have signed the maximum number of nomination petitions allowed for this office.
7. You already signed this candidate's nomination petition under the old district lines. You are unable to sign this candidate's nomination petition again, even though it designates a new legislative district. The Secretary of State's Office will accept nomination papers designating the previous or new legislative districts.

Petitions



- Links to petitions can be shared on candidate's website or social media pages.
- When all signatures have been received, the online petition would be closed.
- Paper pages can be utilized to supplement E-Qual

Statement of Interest



- Statement of Interest must be filed with the election office, before any signature is collected.
- The Statement of Interest can also be done using the E-Qual system.

Important Dates



- Accept Nomination Paper, Petitions and Financial Disclosure statements
 - First Day – March 7, 2022
 - Last Day – April 4, 2022

Recap



- The use of the E-Qual system is voluntary.
- A candidate has the option to obtain signatures in person and still use the E-Qual System.

Next Steps



- If approved, the Clerk's office would create a Goodyear account
- Post on Election Website
 - Links to E-Qual site
 - Guides to assist candidates and voters

Questions