



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, May 2, 2022
6:00 PM

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

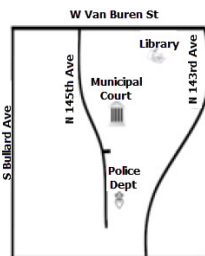
Councilmember
Sheri Lauritano

Councilmember
Wally Campbell

Councilmember
Bill Stipp

Councilmember
Laura Kaino

Councilmember
Patrick Bray



CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

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

NON-AGENDA ITEMS

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

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

AGENDA ITEMS

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

PROCEDURES

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



City Clerk's Office: 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>

CALL TO ORDER**ROLL CALL****PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER LAURITANO****COMMUNICATIONS****1. PROCLAMATION RECOGNIZING MAY AS MENTAL HEALTH AWARENESS MONTH**

Representatives from the Goodyear Youth Commission will read a proclamation on behalf of Mayor Pizzillo recognizing May as Mental Health Awareness Month. (John Raeder, Assistant to the Council)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT****2. APPROVAL OF MINUTES****Recommendation**

Approve the draft minutes from the Regular Meeting held on April 18, 2022. (Darcie McCracken, City Clerk)

3. 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL, HAZARD MITIGATION PLAN**Recommendation**

ADOPT RESOLUTION NO. 2022-2230 ADOPTING THE 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS AN OFFICIAL PLAN OF THE CITY OF GOODYEAR. (Julie Symopoulos, Emergency Manager)

4. EXPENDITURE APPROVAL FOR SRP WATER WHEELING FEES AND CSIF LEASE FOR CAP DELIVERIES**Recommendation**

Approve the expenditure of an additional \$491,200 for a total expenditure authority of \$1,191,200 for FY2022 to pay wheeling fees and the CSIF Sublease to Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District (SRP) for the delivery of CAP water. (Ray Diaz, Water Resources & Sustainability Manager)

5. **APPROVE AMENDMENT NO. SEVEN TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY OF GOODYEAR FOR WASTEWATER TREATMENT AT ASPC PERRYVILLE**

Recommendation

Authorize the City Manager or designee to execute all documents necessary for the twelve-month IGA extension for wastewater treatment service between the State of Arizona and the city of Goodyear. (Barbara Chappell, Deputy Public Works Director)

6. **APPROVE EXPENDITURE OF FUNDS UP TO \$2,573,854.91 FOR HISTORIC GOODYEAR WATERLINE REPLACEMENT (Project 60046)**

Recommendation

Approve expenditure of funds up to \$2,573,854.91 for construction of new water main and residential services in the Historic Goodyear community. (Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager)

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

7. **ZONING ORDINANCE TEXT AMENDMENT FOR DRIVE-THROUGH RESTAURANTS**

Continued from the April 18, 2022 Regular Meeting - No discussion to take place, agendaized for purposes of closing the public hearing and will pull from the agenda. There will be future action on this item after it is re-advertised.

BUSINESS

8. **LOMA LINDA FEES**

Recommendation

Approve a motion to suspend the Loma Linda Pool Facility User Fees indefinitely until a subsequent motion/action made by the Council. (David Seid, Deputy Director Parks and Recreation)

9. **FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM ANNUAL ACTION PLAN**

Recommendation

ADOPT RESOLUTION NO. 2022-2242 APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2023 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOLLOWING THE ALLOCATION ANNOUNCEMENT, AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

10. JOB CREATION AGREEMENT FOR HB ENTERPRISES, LLC

Recommendation

ADOPT RESOLUTION NO. 2022-2243 AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT BETWEEN THE CITY OF GOODYEAR AND HB ENTERPRISES, LLC, AN ARIZONA CORPORATION PROVIDING FOR THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT. (Lori Gary, Economic Development Director)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

May 23, 2022	Regular Meeting	6:00 p.m.
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ADJOURNMENT

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

For Non-English assistance please contact the City Clerk at (623) 882-7830.

Si necesita asistencia o traducción en español, favor de llamar al menos 48 horas antes de la reunión al (623) 882-7830.

POSTING VERIFICATION

This agenda was posted on April 27, 2022 at 5:00 p.m. by VM.

ITEM #: 1.
DATE: 05/02/2022
AI #:911



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): John Raeder, Assistant to the Council

SUBJECT:

PROCLAMATION RECOGNIZING MAY AS MENTAL HEALTH AWARENESS MONTH

Representatives from the Goodyear Youth Commission will read a proclamation on behalf of Mayor Pizzillo recognizing May as Mental Health Awareness Month. (John Raeder, Assistant to the Council)

ITEM #: 2.
DATE: 05/02/2022
AI #:743



APPROVAL OF MINUTES

SUBJECT

APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meeting held on April 18, 2022. (Darcie McCracken, City Clerk)

Attachments

April 18, 2022 Draft Regular Meeting Minutes

City Council Regular Meeting

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



Monday, April 18, 2022

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:03 p.m.

ROLL CALL

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

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

PLEDGE OF ALLEGIANCE AND INVOCATION BY MAYOR PIZZILLO

COMMUNICATIONS

1. WATER CONSERVATION COMMITTEE

Water Conservation Coordinator Andrew Pirrone presented an update on the progress made on the 2018 Water Conservation Committee's recommendations. Mr. Pirrone relayed that the water conservation and resource team was fully staffed. He reviewed the outreach that was conducted as well as the conservation and efficiency customer programs that were in progress. Mr. Pirrone noted that 10 water efficiency and conservation workshops were hosted. Mr. Pirrone discussed the upcoming projects such as the water conservation scorecard and focusing on the commercial, industrial and school campus efficiency programs.

A discussion continued regarding water conservation efforts.

Council thanked Mr. Pirrone for his presentation.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no public comments.

CONSENT

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

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

Passed - Unanimously

2. APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Regular Meetings held on March 28, 2022 and April 4, 2022. (Darcie McCracken, City Clerk)

3. RECOMMEND APPROVAL OF A NEW SERIES 10 (BEER AND WINE STORE) LIQUOR LICENSE FOR QUIK TRIP #1417

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 175329, a request by Perry Charles Huellmantel, agent/applicant for Quik Trip #1417, for a new Series 10 liquor license. Quik Trip is located at 1540 N. Bullard Avenue, Goodyear, Arizona 85338, generally located on the Southwest corner of Bullard and McDowell Road. (Darcie McCracken, City Clerk)

4. UNITED STATES SECRET SERVICE MEMORANDUM OF UNDERSTANDING WITH CITY OF GOODYEAR TO PARTICIPATE IN THE CYBER FRAUD TASK FORCE

Recommendation

Authorize the City Manager or designee to execute the memorandum of understanding with the United States Secret Service regarding Cyber Fraud Task Force joint operations. (Santiago Rodriguez, Chief of Police)

5. AGREEMENTS FOR BASIC ANIMAL CONTROL SERVICES BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR

Recommendation

Approve the Intergovernmental Agreements between the city of Goodyear and Maricopa County Animal Care and Control for animal care and control enforcement service and sheltering services. (Santiago Rodriguez, Chief of Police)

6. ACCEPTANCE OF A SPECIAL WARRANTY DEED AND ISSUANCE OF AN EASEMENT ASSOCIATED WITH THE SEDELLA DEVELOPMENT

Recommendation

Approve the acceptance of the Special Warranty Deed from Superpharm for the intersection improvements and issuance of an Easement to MWD required for the relocation of their facilities, as required for the Sedella Development. (Linda Beals, Real Estate Coordinator)

7. **APPROVE EXPENDITURE OF \$1,127,500 FOR SPACE SOLUTIONS FOR PUBLIC WORKS AND RELATED BUDGET TRANSFER**

Recommendation

Approve expenditure of funds not to exceed \$1,127,500 for construction and equipment for Public Works Space Solutions (Project 60002), and related budget transfer. (Javier Setovich, PE, Public Works Director; Allan Smolko, PE, Senior Project Manager)

8. **APPROVE DEVELOPMENT AGREEMENT FOR GOODYEAR AIRPARK INDUSTRIAL, LLC**

Recommendation

ADOPT RESOLUTION NO. 2022-2221 APPROVING THE DEVELOPMENT AGREEMENT WITH GOODYEAR AIRPARK INDUSTRIAL DEVELOPMENT, LLC; PROVIDING AUTHORIZATION AND DIRECTION FOR EXECUTION AND PROVIDING AN EFFECTIVE DATE. (Roric Massey, City Attorney)

PUBLIC HEARINGS

9. **USE PERMIT FOR A CONVENIENCE USE (CHIPOTLE MEXICAN GRILL RESTAURANT WITH DRIVE-THRU)**

Mayor Pizzillo opened the Public Hearing at 6:34 p.m.

Planning Manager Steve Careccia presented a use permit request for a 1.13-acre parcel within the Canyon Trails Towne Center located at Cotton Lane and Yuma Road for a Chipotle Mexican Grill with a drive-through. Mr. Careccia explained that the project would consist of a 2,305 square-foot building with indoor dining and a 500 square-foot outdoor patio. Mr. Careccia stated that the proposal complies with the evaluation criteria and the Planning and Zoning Commission and staff recommend approval.

Nathan Cottrell, with Kaeko Inc., provided additional details about the “Chipotlane” drive-through and added he was available to answer any questions.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:40 p.m.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Sheri Lauritano to APPROVE the request for a use permit for a convenience use (Chipotle Mexican Grill drive-through restaurant) on an approximately 1.13-acre parcel within the Canyon Trails Towne Center zoned PAD/Commercial, subject to stipulations. The motion carried by the following vote:

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

Passed - Unanimously

10. **REZONE APPROXIMATELY 156 ACRES LOCATED SOUTHEAST OF ESTRELLA PARKWAY AND YUMA ROAD, KNOWN AS FULTON HOMES AT BALLPARK VILLAGE, FROM PLANNED AREA DEVELOPMENT (PAD) TO PLANNED AREA DEVELOPMENT**

Items 10 and 11 were presented concurrently.

Mayor Pizzillo opened the Public Hearing at 6:44 p.m.

Senior Planner Christian Williams presented a request to rezone approximately 156 acres located on the southeast corner of Estrella Parkway and Yuma Road and a request for a Minor General Plan Amendment. Mr. Williams provided the history of the property and the surrounding area. Mr. Williams explained that the minor general plan amendment request was for 121 acres located south of Yuma Road between Goodyear Boulevard East and the Bullard Wash. He further explained that the applicant is requesting that the general plan land use designation be amended from Business and Commerce to Neighborhood to match that of the 35 western acres which is also Neighborhood to facilitate the development of a single-family residential master planned community. Along with the amendment, the applicant is also requesting to remove a section of Goodyear Boulevard East and reclassify other Goodyear Boulevard segments.

Mr. Williams discussed the details of the rezone adding that the applicant seeks to rezone the property to single-family master planned community called Fulton Homes at Ballpark Village Planned Area Development (PAD). He added that the development is proposed to be gated and will include four housing types. Mr. Williams went on to describe the details of the PAD's walls, fencing, connectivity and amenities.

Mr. Williams added that the Planning and Zoning Commission and staff recommended approval of the rezone and minor general plan amendment.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:59 p.m.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2229, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-13" AND "LEGAL DESCRIPTION," AND "FULTON HOMES AT BALLPARK VILLAGE PLANNED AREA DEVELOPMENT (MARCH 2022)." The motion carried by the following vote:

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

Passed - Unanimously

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Laura Kaino to ADOPT ORDINANCE NO. 2022-1535, CONDITIONALLY REZONING APPROXIMATELY 156 ACRES OF PROPERTY LOCATED AT THE SOUTHEAST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD TO BE KNOWN AS FULTON HOMES AT BALLPARK VILLAGE; AMENDING THE ZONING MAP OF THE CITY OF GOODYEAR; PROVIDING FOR NON-ABRIDGEMENT; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE

DATE; PROVIDING FOR PENALTIES; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. The motion carried by the following vote:

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

Passed - Unanimously

11. BALLPARK VILLAGE NORTHEAST AREA MINOR GENERAL PLAN AMENDMENT

This item was heard concurrently with Item 10.

Mayor Pizzillo opened the Public Hearing at 6:59 p.m.

Ed Bull, representing the applicant, requested approval of both items.

There being no other speakers being present, Mayor Pizzillo closed the Public Hearing at 7:00 p.m.

Council expressed their support of the project.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2228, APPROVING A MINOR GENERAL AMENDMENT TO THE GOODYEAR 2025 GENERAL PLAN TO: AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 121 ACRES GENERALLY LOCATED SOUTH OF YUMA ROAD BETWEEN GOODYEAR BOULEVARD EAST AND THE BULLARD WASH FROM BUSINESS AND COMMERCE TO NEIGHBORHOOD AND TO AMEND THE CLASSIFICATION OF PORTIONS OF GOODYEAR BOULEVARD NORTH, GOODYEAR BOULEVARD EAST, GOODYEAR BOULEVARD SOUTH AND GOODYEAR BOULEVARD WEST FROM CITY CENTER ARTERIAL TO "OTHER STREETS" AND TO DELETE A PORTION OF GOODYEAR BOULEVARD EAST; REQUIRING AN AMENDMENT TO FIGURE 8.12 LAND USE AND TRANSPORTATION PLAN MAP IN CHAPTER 8 OF THE GOODYEAR 2025 GENERAL PLAN; AND PROVIDING FOR AN EFFECTIVE DATE. The motion carried by the following vote:

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

Passed - Unanimously

12. ZONING ORDINANCE TEXT AMENDMENT FOR DRIVE-THROUGH RESTAURANTS

Mayor Pizzillo opened the Public Hearing at 7:09 p.m.

This item has been postponed until the Regular Meeting on May 2, 2022.

BUSINESS

13. **CREATION OF THE GENERAL PLAN COMMITTEE TO ASSIST IN THE DEVELOPMENT OF THE GENERAL PLAN UPDATE**

Items 13 and 14 were presented concurrently.

Planning Manager Steve Careccia presented the creation of the General Plan Committee and the adoption of the General Plan Community Outreach and Communication Plan. Mr. Careccia explained the background of the general plan noting that the city is required to have a general plan that is effective for 10 years. He also reviewed the details on the creation of the General Plan Committee that will help with the creation of the General Plan. The committee will consist of 15 members with 2 alternates. He also reviewed the participation plan and the major components of the plan adding that the city must adopt written procedures for public participation.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2240 ESTABLISHING A GENERAL PLAN COMMITTEE TO ASSIST IN THE DEVELOPMENT OF THE GENERAL PLAN UPDATE; PROVIDING FOR TERMINATION OF THE GENERAL PLAN COMMITTEE UPON THE COMPLETION OF THE GENERAL PLAN UPDATE; ADOPTING BY-LAWS FOR THE GENERAL PLAN COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. The motion carried by the following vote:

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

Passed - Unanimously

14. **ADOPTION OF THE GENERAL PLAN COMMUNITY OUTREACH AND COMMUNICATION PLAN**

This item was heard concurrently with Item 13.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2022-2241 ADOPTING A COMMUNITY OUTREACH AND COMMUNICATION PLAN FOR GENERAL PLAN UPDATE; AND ESTABLISHING AN EFFECTIVE DATE. The motion carried by the following vote:

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

Passed - Unanimously

15. **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE MARICOPA COUNTY LIBRARY DISTRICT AND THE CITY OF GOODYEAR FOR THE OPERATION OF THE GOODYEAR LIBRARY**

Parks and Recreation Director Nathan Torres presented an amendment to the existing Intergovernmental Agreement (IGA) with the Maricopa County Library District (MCLD) for continuation of library services. Mr. Torres discussed the history of the partnership between the City and MCLD that began in 2006. Mr. Torres continued by reviewing the fiscal impact of the IGA amendment that included a recommended budget of \$1.4 million. He reviewed some amendment highlights one of which included updating the name of the library to the Georgia T. Lord Library.

Council expressed their excitement for the opening of the new library and looked forward to the extended library hours.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Bill Stipp to APPROVE the First Amendment of the Intergovernmental Agreement between MCLD and the City of Goodyear for the operation of the Georgia T. Lord Library. The motion carried by the following vote:

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

Passed - Unanimously

16. WYYERD CONNECT, LLC – FIBER OPTICS TELECOMMUNICATIONS RIGHT-OF-WAY LICENSE AGREEMENT

Chief Information Officer Justin Fair presented the WYYERD Connect, LLC – Fiber Optics Telecommunications Right-of-Way License Agreement. Mr. Fair reviewed the summary of findings from the Broadband Study and explained how it related to the item. He highlighted the benefits of the agreement noting that WYYERD would not pass construction costs along to residents and would provide access to 56 miles of fiber to be used by the City. Mr. Fair reviewed maps of the proposed backbone and neighborhood buildout. He went on to explain the staff analysis of the agreement allowing WYYERD to operate a fiber network within the City.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2022-2232 AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE LICENSE AGREEMENT BETWEEN THE CITY OF GOODYEAR AND WYYERD CONNECT, LLC, A DELAWARE LIMITED LIABILITY COMPANY, PROVIDING FOR THE CITY MANAGER OR HER DESIGNEE TO EXECUTE AMENDMENTS TO THE LICENSE AGREEMENT ASSOCIATED WITH MINOR SCRIVENER ERRORS AND TO ENTER INTO SEPARATE AGREEMENTS FOR IN-KIND EXCHANGES OF FIBER, CONDUIT. The motion carried by the following vote:

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

Passed - Unanimously

17. CONSTRUCTION PHASE SERVICES AWARD FOR PROJECT 35003 - POLICE BUILDING PHASE II

Chief of Police Santiago Rodriguez presented a request to approve expenditure of funds up to \$17,792,761. Chief Rodriguez provided an overview of Phase II of the Police Operations Building noting that it would include the addition of 27,672 square feet of space. The first floor would include 16 offices and 27 cubicles and training offices. The second floor would have space for 15 offices including the Office of the Chief and 18 cubicles for a total of 33 personnel. Chief Rodriguez also reviewed the onsite improvements that included a K-9 training area and increased security.

Chief Rodriguez reviewed the project timeline with a project closeout in September 2023.

Council looked forward to the building of Phase II of the Operations Building.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Councilmember Patrick Bray to APPROVE expenditure of funds up to \$17,792,761 for construction services, equipment, art, site improvements and associated activities for the remaining scope of phase II of the Police Operations Building. The motion carried by the following vote:

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

Passed - Unanimously

INFORMATION ITEMS

Council requested a work session for information on the airport, its history, the agreement with the city of Phoenix and the future of the airport.

Council gave Kudos to the Communications team for the information in March's InFocus issue.

City Manager Julie Karins relayed the details of the free shred-a-thon event hosted by the Goodyear Police Department. 250 vehicles came by with documents to shred totaling 5.4 tons of paper which saved 99 trees and 584 cubic yards of landfill space. Ms. Karins thanked the Police Explorers who volunteered their time to the successful event.

Ms. Karins also relayed that there were an estimated 8,000 attendees at the Goodyear Hop and Hops event at the Goodyear Recreation Campus. 50,000 eggs were given out, local business Saddle Mountain Brewery served craft beer from the Hops Garden, 500 families took photos with the Easter Bunny and 600 wooden eggs were decorated. She thanked the volunteers who helped make the event successful.

FUTURE MEETINGS

April 25, 2022	Work Session	5:00 p.m.
May 2, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 7:56 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL REGULAR MEETING of the city of Goodyear, Arizona, held on April 18, 2022. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2022.

SEAL:

Darcie McCracken, City Clerk

ITEM #: 3.
DATE: 05/02/2022
AI #:865



CITY COUNCIL ACTION REPORT

SUBJECT: 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL, HAZARD MITIGATION PLAN

STAFF PRESENTER(S): Julie Syrmopoulos, Emergency Manager

SUMMARY

The plan identifies potential natural hazards, assesses the impact and vulnerability risks associated with the hazards, and develops strategies to mitigate identified hazards.

Recommendation

ADOPT RESOLUTION NO. 2022-2230 ADOPTING THE 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS AN OFFICIAL PLAN OF THE CITY OF GOODYEAR. (Julie Syrmopoulos, Emergency Manager)

FISCAL IMPACT

There is no specific budgetary impact associated with the plan. All items to be implemented due to the plan will be considered and presented through the normal budget planning process.

BACKGROUND AND PREVIOUS ACTIONS

Since 2004, the City of Goodyear has collaborated with Maricopa County and other jurisdictions within the Valley to create a Multi-Jurisdictional, Multi-Hazard Mitigation Plan. The City of Goodyear signed off on the regional mitigation plan in 2004, 2009, and 2015. The development of single-city plan is generally cost prohibitive, so the County secures funding to coordinate and develop a multi-jurisdictional version. A copy of the City of Goodyear's summary extract from the larger plan is attached.

STAFF ANALYSIS

In 2020, Maricopa County Department of Emergency Management (MCDEM) convened a multi-jurisdictional planning team. Beginning July 2020, the planning team met monthly through August 2021. The plan was finalized in September 2021.

The plan identifies and assesses risks associated with the natural threats within the City of Goodyear, as well as identifies processes and projects which can work to mitigate such threats. It can be used as guidance in association with other approved plans. Furthermore, its approval meets the primary qualification for the following grant programs, should the City ever encounter the need to apply:

- Building Resilient Infrastructure and Communities (BRIC) Grant
- Flood Mitigation Assistance (FMA) Grant
- Hazard Mitigation Grant Program

- Hazard Mitigation Grant Program (Post Fire)

Attachments

Resolution

Multi-Jurisdictional Hazard Mitigation Plan

RESOLUTION NO. 2022-2230

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING THE 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN AS AN OFFICIAL PLAN OF THE CITY OF GOODYEAR.

WHEREAS, the City of Goodyear has historically experienced damage from natural hazards such as flooding, wildfire, drought, severe winds, and others on many occasions in the past century, resulting in loss of property and/or life, economic hardship, and threats to public health and safety and

WHEREAS, the 2021 Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (the Plan) has been developed after more than one year of review, research and update work by the City of Goodyear in association and cooperation with the Maricopa County Multi-Jurisdictional Planning Team for the reduction of hazard risk to the community; and

WHEREAS, the Plan specifically addresses natural hazard vulnerabilities, mitigation strategies and plan maintenance procedures for the City of Goodyear; and

WHEREAS, the Plan is an update and replacement for the previous five-year hazard mitigation plan for City of Goodyear; and

WHEREAS, the Plan recommends several hazard mitigation actions/projects that will provide mitigation for specific natural hazards that impact the City of Goodyear, with the effect of protecting people and property from loss associated with those hazards; and

WHEREAS, an approved plan is a prerequisite for some federal funded grants, including the Building Resilient Infrastructure and Communities (BRIC) grant, the Flood Mitigation Assistance (FMA) Grant, the Hazard Mitigation Grant Program or the Hazard Mitigation Grant Program (Post Fire).

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

SECTION 1. THE 2021 MARICOPA COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN IS HEREBY ADOPTED AS AN OFFICIAL PLAN OF THE CITY OF GOODYEAR.

SECTION 2. THE PLAN SHALL BE IMPLEMENTED, MONITORED AND MAINTAINED BY THE OFFICIALS/STAFF DESIGNATED IN THE PLAN FOR A PERIOD OF FIVE (5) YEARS WITH THE FULL SUPPORT OF THIS RESOLUTION.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2022.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney



JURISDICTIONAL SUMMARY

FOR THE

CITY OF GOODYEAR

MARICOPA COUNTY
MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN
2021



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Across the United States, natural and human-caused disasters have led to increasing levels of death, injury, property damage, and interruption of business and government services. The toll on families and individuals can be immense and damaged businesses cannot contribute to the economy. The time, money and effort to respond to and recover from these emergencies or disasters divert public resources and attention from other important programs and problems. With 62 federal or state declarations and a total of 980 other recorded events, the 26 jurisdictions contained within Maricopa County, Arizona and participating in this planning effort recognize the consequences of disasters and the need to reduce the impacts of natural and human-caused hazards. The County and jurisdictions also know that with careful selection, mitigation actions in the form of projects and programs can become long-term, cost effective means for reducing the impact of natural and human-caused hazards.

The elected and appointed officials of Maricopa County and the 25 other participating jurisdictions demonstrated their commitment to hazard mitigation in 2015 by preparing the second update of the Maricopa County Multi-Jurisdictional Hazard Mitigation Plan (2015 Plan). The 2015 Plan covered 28 participating jurisdictions and was approved by FEMA on December 22, 2015. In order to remain compliant with the congressional regulations, the county and jurisdictions must perform full plan update and obtain FEMA approval. It is noted that the Salt River Project and the Town of Paradise Valley are no longer participants in the updated Plan.

In response, the Maricopa County Department of Emergency Management (MCDEM) secured a federal planning grant and hired JE Fuller/ Hydrology & Geomorphology, Inc. to assist the County and participating jurisdictions with the update process. MCDEM reconvened a multi-jurisdictional planning team (MJPT) comprised of veteran and first-time representatives from each participating jurisdiction, and other various county, state, and federal departments and organizations such as the National Weather Service and Arizona Public Service. The MJPT met monthly beginning in July 2020 and finishing in November 2020. Subsequent “catch up” meetings were conducted through June 2021 to assist several communities with finalizing assignments and the first draft of the updated 2021 Plan was issued in July 2021. The meetings and MJPT worked in a collaborative effort to review, evaluate, and update the 2015 Plan keeping the single, consolidated multi-jurisdictional plan format and approach. The 2021 Plan will continue to guide the County, tribes and participating local jurisdictions toward greater disaster resistance in full harmony with the character and needs of the community and region.

The Plan has been prepared in compliance with Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988 (Stafford Act), 42 U.S.C. 5165, as amended by Section 104 of the Disaster Mitigation Act of 2000 (DMA 2000) Public Law 106-390 enacted October 30, 2000. The Plan includes risk assessments for multiple natural hazards, a public outreach effort at two phases of the planning process, and development of a mitigation strategy that incorporates measures intended to eliminate or reduce the effects of future disasters throughout the County. The development of the various 2021 Plan elements was accomplished through a joint and cooperative venture by members of the Maricopa County MJPT, with MCDEM serving as the lead agency and primary point of contact for the planning effort.

The overall purpose of DMA 2000 was to establish a national program for pre-disaster mitigation, streamline administration of disaster relief at both the federal and state levels, and control federal costs of disaster assistance. Congress envisioned that implementation of these new requirements would result in the following key benefits:

- Reduction of loss of life and property, human suffering, economic disruption, and disaster costs.
- Prioritization of hazard mitigation planning at the local level, with an increased emphasis placed on planning and public involvement, assessing risks, implementing loss reduction measures, and ensuring that critical services/facilities survive a disaster.
- Establishment of economic incentives, awareness and education via federal support to state, tribal, and local governments that will result in forming community-based partnerships, implementing effective hazard mitigation measures, leveraging additional non-Federal resources, and establishing commitments to long-term hazard mitigation efforts.

In general, the DMA 2000 legislation requires all local, county, and tribal governments to develop a hazard mitigation plan for their respective communities in order to be eligible to receive certain federal non-



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

emergency mitigation funds including Hazard Mitigation Grant Program (HMGP) and Building Resilient Infrastructure and Communities Program (BRIC) [Formerly Pre-Disaster Mitigation Program (PDM)]. FEMA's Flood Mitigation Assistance Program (FMA) planning requirements are also satisfied by this plan as long as flooding is addressed.

In satisfying the regulatory requirements of DMA 2000, the primary purpose of this plan is to identify natural hazards that impact Goodyear, assess the vulnerability and risk posed by those hazards to community-wide human and structural assets, develop strategies for mitigation of those identified hazards, present future maintenance procedures for the plan, and document the planning process. The Plan is generally arranged and formatted to be consistent with the 2018 State of Arizona Multi-Hazard Mitigation Plan (State Plan) and is comprised of the following major sections:

Planning Process – this section summarizes the planning process used to update the Plan, describes the assembly of the planning team and meetings conducted, and summarizes the public involvement efforts.

Community Description – this section provides an overall description of the participating jurisdictions and the County as a whole.

Risk Assessment – this section summarizes the identification and profiling of natural hazards that impact the County and the vulnerability assessment for each hazard that considers exposure/loss estimations and development trend analyses.

Mitigation Strategy – this section presents a capability assessment for each participating jurisdiction and summarizes the Plan mitigation goals, objectives, actions/projects, and strategy for implementation of those actions/projects.

Plan Maintenance Strategy – this section outlines the proposed strategy for evaluating and monitoring the Plan, updating the Plan in the next 5 years, incorporating plan elements into existing planning mechanisms, and continued public involvement.

Plan Tools – this section includes a list of Plan acronyms and a glossary of definitions.

The planning process used to review and update the 2015 Plan included the organization and use of two planning team levels. The first was a Multi-Jurisdictional Planning Team (MJPT) that was comprised of one or more representatives from each participating jurisdiction. The second was the Local Planning Team (LPT) that was comprised of various staff and officials from the specific jurisdiction.

The role of the MJPT was to work with the planning consultant to perform the coordination, research, and planning element activities required to update the 2015 Plan. Attendance by each participating jurisdiction was required for every MJPT meeting as the meetings were structured to progress through the plan update process. Steps and procedures for updating the 2015 Plan were presented and discussed at each MJPT meeting, and worksheet assignments were normally given. Each meeting built on information discussed and assignments made at the previous meeting. The MJPT representatives also had the responsibility of being the liaison to the LPT, and were tasked with the following:

- Conveying information and assignments received at the MJPT meetings to the LPT
- Ensuring that all requested worksheets were completed fully and returned on a timely basis
- Arranging for review and official adoption of the Plan

The function and role of the LPT was to:

- Provide support and data
- Assist the MJPT representative in completing each assignment
- Make planning decisions regarding plan update components
- Review the Plan draft documents

The MJPT met five times from July 2020 to November 2020, with LPT meetings convened in between as needed to complete the homework and review/update tasks assigned.

The following are the contact details for the Plan primary point of contact for the City of Goodyear:



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Julie Symopoulos
Emergency Manager
Fire Department
14455 W. Van Buren St., Ste. E-103
Goodyear, AZ 85338
Work: 623.882.7112
Email: Julie.symopoulos@goodyearaz.gov

For information purposes, the following summarizes contact details for the Plan primary point of contact for Maricopa County:

Rudy Perez
Senior Planner
Maricopa County Department of Emergency Management
5636 E. McDowell Rd.
Phoenix, AZ 85008
Work: 602.273.1411
Email: rudy.perez@maricopa.gov

The following table summarizes the LPT for Goodyear and roles of each person. The promulgation authorities are listed at the end of the table.

Name	Department / Division / Branch	Title	Planning Team Role / Description of Duties
Julie Symopoulos	Fire Department	Emergency Manager	Attend all meetings, confirm information, provide information, primary contact.
David Lujan	Information Technology	Geospatial Information Manager	Provide GIS assistance
Barbara Chappell	Public Works	Deputy Public Works Director / Utility	Provided current curtailment and conservation plan
Charles Schneider	Public Works Department	Operational Readiness Coordinator	Managed update to Threat Vulnerability Assessment
Marty Crossland	Engineering Department	Plan review manager	Update of Goodyear's growth and projected growth
Steve Scinto, P.E., CFM	Engineering Department	Deputy Director	General assistance
PROMULGATION AUTHORITY			
Joe Pizzillo	City Council	Mayor	Plan Promulgation
Brannon Hampton	City Council	Vice Mayor	Plan Promulgation
Sheri Lauritano	City Council	Council Member	Plan Promulgation
Wally Campbell	City Council	Council Member	Plan Promulgation
Bill Stipp	City Council	Council Member	Plan Promulgation
Laura Kaino	City Council	Council Member	Plan Promulgation
Patrick Bray	City Council	Council Member	Plan Promulgation

One of the key elements to the hazard mitigation planning process is the risk assessment. In performing a risk assessment, a community determines “what” can occur, “when” (how often) it is likely to occur, and “how bad” the effects could be. According to DMA 2000, the primary components of a risk assessment are generally categorized into the following measures:

☒ **Identify Hazards**



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

- ☒ **Profile Hazard Events**
- ☒ **Assess Vulnerability to Hazards**

The risk assessment for Goodyear utilized information developed by the LPT and County-wide hazard profile data. The vulnerability analysis results reported in the Plan reflect vulnerability at the community level as well as on a County-wide basis.

Following the lead of the State of Arizona, only natural hazards were considered for this update. The list of hazards in the 2015 Plan and the 2018 State Plan¹ were reviewed and compared in an initial screening that used a systematic process that considered relevance, historical significance and experience, and catastrophic potential. The result was a list of hazards that are most relevant to Maricopa County. The Goodyear LPT further reviewed the list to reflect only those hazards that have the most impact on Goodyear. The following table summarizes the Countywide list of hazards. The hazards selected for mitigation by Goodyear are shown in bold type.

Natural Hazard List for the Plan and Goodyear	
• Dam Inundation • Drought • Extreme Heat • Fissure • Flood	• Levee Failure • Severe Wind • Subsidence • Wildfire

Profiles were developed for each of the hazards by researching and mapping historic hazardous events, obtaining other hazard mapping, analysis and studies, and in Arizona, estimating the Calculated Priority Risk Index (CPRI)². Hazard profile maps for Dam Inundation (Emergency Spillway and Dam Failure), Fissure, Flooding/Flash Flooding, Levee Failure, Subsidence, and Wildfire were developed. Maps specific to Goodyear are provided following the text of this summary.

A vulnerability analysis was performed to assess and evaluate the City's population and critical facility exposure risk to the identified hazards. The risk was tabulated in terms of exposure loss estimates and human population exposure. Critical facilities were individually identified by the MJPT and LPT and supplemental residential facility information was obtained from the 2010 census block residential unit data set. It is estimated that there are at least \$148.6 million dollars³ worth of critical and non-critical facilities within Goodyear. Replacement value for residential buildings within Goodyear are estimated to total over \$8.3 billion. The 2015 City population estimate was 78,118 and the current (2022) estimate is 101,662. The following table summarizes the general results of the vulnerability analysis for each of the top hazards in the City.

Hazard	Exposure Estimates ^a		
	Critical Facilities	Residential	Population ^b
Dam Failure (High Hazard)	\$0	\$0	0
Drought	(None estimated)		101,662
Extreme Heat	(None estimated)		101,662
Fissure (High Hazard)	\$936,000 (1 facility)	\$95,000	0
Flooding (High Hazard)	\$20.6 million (22 facilities)	\$186.9 million	1,618
Levee Failure (High Hazard)	\$0	\$0	0
Severe Wind	(None estimated)		101,662

¹ State of Arizona, Division of Emergency Management, 2018, *State of Arizona Multi-Hazard Mitigation Plan*.

² The CPRI is explained in detail in the Section 5.2.3 of the main Plan

³ This estimate is likely to be inexact as there were many assets that the community was unable to obtain detailed replacement estimates for the Plan development schedule.



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Hazard	Exposure Estimates ^a		
	Critical Facilities	Residential	Population ^b
Subsidence	\$121.8 million (125 Facilities) (125 facilities)	\$7.1 billion	67,071
Wildfire (High Hazard)	\$1.8 million (2 facility)	\$38.4 million	319
^a – These numbers represent estimates of exposure that may result assuming all delineated hazard areas are impacted at the same time. Actual event losses may not impact the entire area during a single event.			
^b – These numbers represent the total human population potentially exposed to the hazard.			

The MJPT and Goodyear LPT developed a strategy for mitigating the hazard risks identified within the City. The mitigation strategy provides the “*what, when, and how*” of actions that will reduce or possibly remove the City’s exposure to hazard risks, and is generally categorized into the following components:

- ☒ **Goals and Objectives**
- ☒ **Capability Assessment**
- ☒ **Mitigation Actions/Projects**
- ☒ **Implementation Strategy**

The MJPT reviewed and discussed the 2015 Plan goals and objectives and compared them to the 2018 State Plan. The result of the discussions resulted in establishing one goal and four clear objectives as follows:

- **GOAL:** Reduce or eliminate the risk to people and property from natural hazards.
 - ◆ **Objective 1:** Reduce or eliminate risks that threaten life and property in the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.
 - ◆ **Objective 2:** Reduce risk to critical facilities and infrastructure from natural hazards.
 - ◆ **Objective 3:** Promote hazard mitigation throughout the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.
 - ◆ **Objective 4:** Increase public awareness of hazards and risks that threaten the incorporated, unincorporated, and tribal jurisdictions within Maricopa County.

This goal and four objectives will be used by all participating jurisdictions in the Plan.

The Goodyear LPT reviewed and updated the community’s capability assessment regarding legal, regulatory, technical/staff, and financial resources. The following tables summarize the results:



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Legal and regulatory capabilities for Goodyear		
Regulatory Tools for Hazard Mitigation	Description	Responsible Department/Agency
CODES	• International Building Code, 2006 • International Residential Code, 2006 • International Mechanical Code, 2006 • International Property Maintenance Code, 2006 • International Energy Conservation Code, 2006 • NFPA 70, The National Electrical Code including Annex A – G, 2015 • NFPA 99, Health Care Facilities, 2015 • ICC/ANSI A117.1 Accessible and Usable Buildings and Facilities, 2003 • 2010 ADA Standards for Accessible Design • International Residential Code, 2006 • International Fire Code Appendix B,D,E,F and G 2006	• Fire Building and Life Safety
ORDINANCES	• Flood Damage Prevention Ordinance, 2005 • Zoning Ordinance, 2013 • Subdivision Regulations, 2012 • Engineering Design Standards and Policies Manual, 2012	• Engineering
PLANS, MANUALS, and/or GUIDELINES	• General Plan, 2014 • General Plan Amendments, 2004 through 2009 • Design Guidelines, 2008 • City Center Specific Plan, 2009 • Storm Water Management Plan – Amended, 2014	• Community Development
STUDIES	• Sonoran Valley Planning Area document, 2007 • White Tank Area Drainage Master Plan, 2003 • Waterman Wash Floodplain Delineation Study, 2006 • Rainbow Valley Area Drainage Master Plan, in progress, 2010	• Community Development
<u>Opportunities for Expansion/Improvement:</u> The General Plan, Zoning Ordinance and Building Code could be strengthened to include additional consideration for flooding potential and/or wildfire potential within the platting process. As construction costs are extremely high and the city has already implemented the requirement for fire sprinklers in residential development greater than 5,000 sq. ft, care will need to be taken to ensure that housing costs or other impacts do not create other issues for residents which cannot be mitigated.		



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Technical staff and personnel capabilities for Goodyear		
Staff/Personnel Resources	☒	Department/Agency - Position
Planner(s) or engineer(s) with knowledge of land development and land management practices	☒	Community Development – Director Engineering – City Engineer
Engineer(s) or professional(s) trained in construction practices related to buildings and/or infrastructure	☒	Community Development - Director Fire Department - Chief Building Official Engineering – City Engineer
Planner(s) or engineer(s) with an understanding of natural and/or human-caused hazards	☒	Fire Department - Chief Community Development - Director Fire Department – Chief Building Official Engineering – City Engineer Contract out as needed
Floodplain Manager	☒	Engineering – City Engineer
Surveyors		Contract out as needed
Staff with education or expertise to assess the community’s vulnerability to hazards	☒	Fire Department - Chief Community Development - Director Fire Department – Chief Building Official Engineering – City Engineer Contract out as needed
Personnel skilled in GIS and/or HAZUS	☒	Engineering – City Engineer Engineering – GIS Coordinator Contract out as needed
Scientists familiar with the hazards of the community		Contract out as needed
Emergency manager	☒	Fire Department - Chief
Grant writer(s)	☒	City Administration – Grants Administrator
<u>Opportunities for Expansion/Improvement:</u> Since beginning the writing of this update, the City has hired an Environmental Manager to develop Emergency Response Plans in relation to surface waters and the potential of contamination. Additional, Public Works has hired an Emergency Coordinator to assist with securing water supply and treatment with more thorough continuity plans, as well as response plans. The Fire Department is working to expand its efforts at communicating defensible space opportunities, specifically with the EMR community near Corgett Wash.		

Fiscal capabilities for Goodyear		
Financial Resources	Accessible or Eligible to Use (Yes, No, Don’t Know)	Comments
Community Development Block Grants	Yes	Water, sewer, and building rehabilitation projects
Capital Improvements Project funding	Yes	Annual CIP Budget Five-year CIP IGAs with FCDMC, MCDOT
Authority to levy taxes for specific purposes	Yes	Improvement Districts Community Facilities Districts
Fees for water, sewer, gas, or electric service	Yes	Adopted water and sewer connection fees and utility usage fees



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Fiscal capabilities for Goodyear		
Financial Resources	Accessible or Eligible to Use (Yes, No, Don't Know)	Comments
Impact fees for homebuyers or new developments/homes	Yes	Adopted impact fees for water, sewer, reclaimed water, water resources, library, parks and recreation, fire, police, public works, general government, arterial streets, and regional transportation
Incur debt through general obligation bonds	Yes	Sell G.O. Bonds
Incur debt through special tax bonds	Yes	Sell Revenue Bonds, Improvement District Bonds, and Community Facilities Bonds
Cooperative Agreement Grants and Specific Planning and Project Grants	Yes	FEMA, NRCS, State Land, etc.
<u>Opportunities for Expansion/Improvement:</u> The City could consider expanding pursuit of FEMA mitigation grants by first forming a group of key individuals, Emergency Manager, Fire Chief, City Engineer, etc., to determine if there are opportunities within the city which qualify for mitigation and then programming those efforts into the respective operational plans.		

Using the vulnerability analysis, capability assessment, and goals and objectives, the Goodyear LPT then developed an updated list of mitigation actions/projects with an implementation strategy clearly defined. Each action/project was evaluated and prioritized based on: 1) Direct Impact on Life and/or Property; 2) Long-Term Solution; and 3) Benefit vs. Cost. The table on the following page summarizes the updated mitigation action/project list for Goodyear.



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Mitigation actions and projects and implementation strategy for Goodyear									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
1	Review building permits for compliance with Floodplain Ordinance and NFIP regulations.	Flood	Both	Staff time	High	Staff training floodplain regulations	Annual – Ongoing	City Engineer, Development Services Director	General Fund Fees
2	Use newsletters, flyers, utility bill inserts, website notices, radio and television announcements, social media and newspaper articles to educate the public about hazards impacting Goodyear and how to be prepared in case of an emergency or disaster event.	All Hazards	Both	Staff Time	High	Staff training Department/ Division coordination	Annual- Ongoing	Digital Communications PIOs Emergency Manager Dispatch Community Risk Reduction	General Fund
3	Enforce the City of Goodyear’s weed abatement ordinance.	Wildfire	Both	Staff time/ Volunteers	High	Code Compliance	Annual- Ongoing	Building Official	General Fund
4	Educate the public on proper fuels thinning, setbacks, and water storage for wildfire mitigation using Firewise type of programs and guidance documents.	Wildfire	Both	Staff time	High	Fire Department/EM coordination	Annual- Ongoing	Fire Chief/Emergency Manager	Grant Funding and General Fund
5	Conduct wildfire safety education programs in the local schools through the Community Risk reduction program.	Wildfire	Both	Staff time/ Volunteers	High	Community Risk Reduction Division/EM coordination	Seasonal and as schools permit time	Emergency Manager Community Risk Reduction	General Fund and Grant Funding where available
6	Perform an information campaign at the onset of the extreme heat season to help educate the general public on ways to remain safe during periods of extreme heat.	Extreme Heat	Both	Staff time/ Volunteers	High	EM Division/ Community Risk Reduction Division coordination	Seasonal	Emergency Manager	General Fund
7	Identify and communicate locations within the community that can serve as cooling stations during times of extreme heat.	Extreme Heat	Both	Staff time/ Volunteers Interfaith community	High	EM Division/ Community Risk Reduction Division coordination	As needed given population densities and heat events	Emergency Manager	General Fund



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Mitigation actions and projects and implementation strategy for Goodyear									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
8	Participate in the Flood Control District of Maricopa County annual county-wide flood exercises to identify areas of mitigation interest regarding vulnerable critical infrastructure, emergency access and routes issues.	Flood	Both	Staff time	High	Flood Control District/ MCDEM/EM coordination	Bi-Annual	Emergency Manager	General Fund
9	Provide severe weather information to the City of Goodyear first responders and other employees that work outdoors for them to be aware to wear the proper personal protection equipment.	Extreme Heat, Flood, Severe Wind and Weather	Both	Staff time	High	NWS/ EM Division coordination	Annual-Ongoing	Emergency Manager	General Fund
10	Work with the Flood Control District of Maricopa County to develop and update flood response plans as they pertain to the City of Goodyear and surrounding areas.	Flood	Both	Staff time	High	Flood Control/ EM Division	Annual-Ongoing	Emergency Manager	General Fund
11	Install backup generators at key critical facilities such as fire and police stations, water pumping stations, sewer lift stations, etc., to provide emergency power for critical operations during power failures caused by severe wind events.	Severe Wind and Weather	Both	Varies Department CIPs	High	Public Works	Ongoing	Public Works	Enterprise Funds and General Fund
12	Provide links on the community's website to sources of hazard mitigation educational materials encouraging residents of Goodyear to be prepared for hazard emergencies.	All Hazards	Both	Staff Time	Medium	EM division Digital Communications Community Risk Reduction	Annual-Ongoing	Emergency Manager	General Fund
13	Participate in occasional dam failure exercises to identify mitigation measures for increasing response effectiveness, such as evacuation planning and coordinated intended shelters.	Dam Inundation	Both	Staff time	Medium	Maricopa County EM/Police/Fire	Bi-Annual	Emergency Manager	General Fund
14	Mandate, encourage or incentivize the use of drought resistant landscaping through ordinance development and/or enforcement.	Drought	Both	Staff time	Medium	Staff training Department/ Division coordination	Annual-Ongoing	Right of Way Development Services Director	General Fund



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

Mitigation actions and projects and implementation strategy for Goodyear									
Mitigation Action/Project					Implementation Strategy				
ID No.	Description	Hazard(s) Mitigated	Community Assets Mitigated (Ex/New)	Estimated Cost	Priority Ranking	Planning Mechanism(s) for Implementation	Anticipated Completion Date	Primary Agency / Job Title Responsible for Implementation	Funding Source(s)
15	Develop, update and maintain a local Drought Management Plan to define various levels of conservation or curtailment requirements that are based on drought severity triggers, system impacts, and enforced through utility billing structures and ordinance.	Drought	Both	Staff time	Medium	Inter-Departmentally updated & vetted	Annual-Ongoing	Public Works / Water Resources Division	General Fund
16	Include addressing subsidence risk as a regular part of the land development and public works projects review and permitting processes.	Subsidence	Both	Staff time	Medium	Staff training department/ Division coordination	Annual-Ongoing	City Engineer, Development Services Director	General Fund
17	Encourage/incentivize homeowners to use tie-down straps and/or anchors to secure metal awnings or porches to mitigate the potential for flying debris during severe wind events.	Severe Wind	Both	Staff time/ Volunteers	Medium	Community Risk Reduction	Annual-Ongoing	Emergency Manager	General Fund
18	Provide links to Arizona Department of Water Resources website as part of a public campaign to raise awareness to the hazards and locations of active subsidence.	Subsidence	Both	Staff time	Medium	EM Division/ Communications Division coordination	Q4, FY 21	Emergency Manager	General Fund



CITY OF GOODYEAR JURISDICTIONAL SUMMARY

As a final step in the planning process, plan maintenance procedures were developed by the MJPT to establish guidelines for maintaining, reviewing, and updating the Plan over the next five (5) years. The MJPT reviewed the current DMA 2000 rules and October 2011 FEMA guidance document and discussed a strategy for performing the required monitoring and evaluation of the Plan over the next 5-year cycle. The MJPT has established the following monitoring and evaluation procedures:

- **Schedule** – The Plan shall be reviewed on at least an annual basis. MCDEM will take the lead to send out an email request to each jurisdiction via the MJPT on or around the month of May.
- **Review Content** – Within the email request distributed by MCDEM, each of the jurisdictions will be requested to provide responses to the following questions:
 - **Hazard Identification:** *Have the risks and hazards changed?*
 - **Goals and Objectives:** *Are the goals and objectives still able to address current and expected conditions?*
 - **Policy and Program Review:** *Are updates or revisions necessary for the policies and programs listed in Tables 6-1-xx of the Plan?*
 - **Mitigation Projects and Actions:** *For each mitigation action/project summarized in Section 6.3.2 of the Plan:*
 - *Has there been activity on the project – Yes or No?*
 - *If Yes, briefly describe what has been done and the current status of the action/project.*
- **Documentation** – Each jurisdiction will review and evaluate the Plan as it relates to their community and document responses to the above questions in the form of an email. MCDEM will archive email responses in a digital format and store with the Plan for incorporation during the next Plan update. Any hard copies will be included in Appendix E.

A formal presentation of the review material will be presented to a jurisdiction's council or board only if a major update to the Plan is proposed prior to the next five year update.

At the five year update, the following actions will be taken:

- ✓ One year prior to the plan expiration date, the MJPT will re-convene to review and assess the materials accumulated in Appendix E of the Plan.
- ✓ The MJPT will update and/or revise the appropriate or affected portions of the plan and produce a revised plan document.
- ✓ The revised plan document will be presented before the respective councils and boards for an official concurrence/adoption of the changes.
- ✓ The revised plan will be submitted to DEMA and FEMA for review, comment and approval.

ITEM #: 4.
DATE: 05/02/2022
AI #:796



CITY COUNCIL ACTION REPORT

SUBJECT: EXPENDITURE APPROVAL FOR SRP WATER WHEELING FEES AND CSIF LEASE FOR CAP DELIVERIES

STAFF PRESENTER(S): Ray Diaz, Water Resources & Sustainability Manager

SUMMARY

The city of Goodyear has a Colorado River (CAP) allocation of 17,742 acre-feet per year. The new Surface Water Treatment Facility is scheduled to take approximately 8,960 acre-feet of direct delivery in calendar year 2022. The water is transported or wheeled through the Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District (SRP) canals. The city incurs both fees for wheeling the water and for the subleased reserved capacity to wheel the water through the CAP/SRP Interconnection Facility (CSIF). We are requesting the additional \$491,200 to meet the water supply needs of the new Surface Water Treatment Plant. SRP bills the City on a calendar basis. This request will reconcile the funding needs for the rest of FY2022.

Recommendation

Approve the expenditure of an additional \$491,200 for a total expenditure authority of \$1,191,200 for FY2022 to pay wheeling fees and the CSIF Sublease to Salt River Valley Water Users' Association and the Salt River Project Agricultural Improvement and Power District (SRP) for the delivery of CAP water. (Ray Diaz, Water Resources & Sustainability Manager)

FISCAL IMPACT

Funding for the wheeling fees and CSIF lease are included in the FY2022 Water operating budget in the amount of \$783,882. The FY2022 expenditures for the wheeling fees were previously approved by Council on June 21, 2021 in the amount of \$700,000. The current request expands that expenditure authorization to \$1,191,200 as a result of the increased rate associated with SRP wheeling CAP water to the Surface Water Treatment Plant and the annual CSIF Sublease. The additional \$408,000 of expenditures will be covered by operational savings in the Water operating budget.

BACKGROUND AND PREVIOUS ACTIONS

The city has a Municipal & Industrial subcontract with the U.S. Bureau of Reclamation for 10,742 acre-feet per year (AFY) of Colorado River water and a lease with the Gila River Indian Community for 7,000 AFY of Colorado River water. The new Surface Water Treatment Facility is scheduled to take approximately 8,960 acre-feet of direct delivery in calendar year 2022. The water is transported or wheeled through the SRP canals. The city incurs fees for wheeling the water and for reserved capacity to wheel the water through the CAP/SRP

Interconnection Facility (CSIF) into the SRP canal system.

On June 21, 2021, Council approved \$700,000 of expenditure authority in FY2022 funds to pay wheeling fees to SRP for the delivery of CAP water.

STAFF ANALYSIS

Wheeling water through the SRP canals is the only means for the city to receive its CAP water allocation. Our agreement with SRP requires us to pay for transportation of the water through their canals and for leasing capacity through the CSIF on an annual basis. The water delivered through the SRP canals affords the city the means to continue providing safe drinking water to our customers now and into the future.

Per the agreement with SRP, each January, the fees shall be adjusted by the percent change in the Department of Commerce's Price Index for the Gross Domestic Product. In January 2022, the wheeling fee increased 4.6%. Additionally, now that the Surface Water Treatment Facility has begun receiving CAP water through SRP, we are charged for the entire CSIF Sublease. Neither of these were included in the previous expenditure approval amount.

ITEM #: 5.
DATE: 05/02/2022
AI #:896



CITY COUNCIL ACTION REPORT

**SUBJECT: APPROVE AMENDMENT NO. SEVEN TO THE
INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE
OF ARIZONA AND CITY OF GOODYEAR FOR WASTEWATER
TREATMENT AT ASPC PERRYVILLE**

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 agreement that will cover operation and maintenance costs of the grinder station that serves Perryville Prison.

Recommendation

Authorize the City Manager or designee to execute all documents necessary for the twelve-month IGA extension for wastewater treatment service between the State of Arizona and the city of Goodyear. (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 charges as they relate to the operations and maintenance responsibilities associated with the Perryville Grinder Station.

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. The current amendment will expire May 2, 2021.

On April 12, 2021, Council approved an amendment to this contract which provided another two (2) six month extensions to allow time for city and Perryville staff to discuss the terms of an ongoing relationship. The current amendment will expire May 2, 2022.

STAFF ANALYSIS

The city and the State of Arizona have been meeting over the past couple of years to develop the terms of the new agreement. Discussion of scope for needed future improvements to the grinder station and the costs for those improvements are requiring the extension of the Agreement to finalize the details of the long-term partnership.

Staff is working with the city's legal team to draft the new IGA that will cover the capital and ongoing needs for the grinder station. A twelve-month extension is necessary to finalize the Agreement.

Attachments

Amendment No. 7 to IGA



DOUGLAS A. DUCEY
GOVERNOR

Arizona Department of Corrections Rehabilitation & Reentry

1601 WEST JEFFERSON
PHOENIX, ARIZONA 85007
(602) 542-5497
www.azcorrections.gov



DAVID SHINN
DIRECTOR

April 15, 2022

City of Goodyear
4980 S. 157th Avenue
Goodyear, Arizona 85338
Attn: Julie Karins,

Re: IGA Contract No. 6180 – Sewer and Wastewater Treatment, ASPC Perryville, Amendment No. 7, Twelve Month Extension.

Dear Ms. Karnis:

Enclosed for your review and authorized signature is Contract Amendment No. 7, which supersedes unsigned Amendment No 6 to extend the agreement for an additional twelve months ending on May 2, 2023 as stipulated in agreement paragraph 19.

Please sign and return by April 22, 2022 to the address below. Please do not make any changes to the enclosed documents prior to discussing them with Procurement Services. Any unauthorized alteration may delay finalization.

A copy of the fully executed Amendment will be sent to you for your records.

If you have any questions, please contact Rex Martin, Sr. Procurement Specialist at (602) 364-3782 or me at (602) 542-1172.

Sincerely,

Denel Pickering
Chief Procurement Officer
Arizona Department of Corrections, Rehabilitation & Reentry

DP/rm

Enclosure

cc: ADCRR File No.6180

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

AMENDMENT NO. 7

This Agreement entered into between the **City of Goodyear**, hereinafter referred to as the **Contractor**, and the **Arizona Department of Corrections, Rehabilitation and Reentry** 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:

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, 2022) for twelve (12) months to May 2, 2023 in order to provide the Department and the Contractor time to negotiate a new agreement regarding the treatment of waste water from ASPC-Perryville

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.

ITEM #: 6.
DATE: 05/02/2022
AI #:903



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE OF FUNDS UP TO \$2,573,854.91 FOR HISTORIC GOODYEAR WATERLINE REPLACEMENT (Project 60046)

STAFF PRESENTER(S): Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager

SUMMARY

Request City Council to approve the expenditure of \$2,573,854.91 for construction of new waterline and services in the Historic Goodyear neighborhood to replace aging infrastructure and address fire flow issues in the area.

Recommendation

Approve expenditure of funds up to \$2,573,854.91 for construction of new water main and residential services in the Historic Goodyear community. (Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager)

FISCAL IMPACT

This action will approve the expenditure of all remaining unauthorized FY2022 funds for this project. The FY2022 Capital Improvement Program project budget has an available unauthorized balance of \$2,573,854.91 in water operations funds.

BACKGROUND AND PREVIOUS ACTIONS

Per City of Goodyear Resolution 08-1255, all expenditures of budgeted funds in excess of \$500,000 must obtain Council approval.

STAFF ANALYSIS

This project is necessary to replace aging infrastructure and provide fire protection system enhancements in the Historic Goodyear neighborhood. The improvements in this community will relocate distribution and service infrastructure from alleys to the main roadways with increased fire hydrant coverage. The waterline was installed in the 1960's and replacement will increase reliability and redundancy for approximately 220 residents. Construction funding spans two fiscal years, and a separate CAR will be submitted in FY2023 to approve expenditure for the final phase of improvements.

ITEM #: 8.
DATE: 05/02/2022
AI #:749



CITY COUNCIL ACTION REPORT

SUBJECT: LOMA LINDA FEES

STAFF PRESENTER(S): David Seid, Deputy Director Parks & Recreation

SUMMARY

Parks and Recreation staff to provide a recommendation to council to suspend the Loma Linda Pool Facility User Fees indefinitely, and provide the community a free neighborhood park amenity.

Recommendation

Approve a motion to suspend the Loma Linda Pool Facility User Fees indefinitely until a subsequent motion/action made by the Council. (David Seid, Deputy Director Parks and Recreation)

FISCAL IMPACT

The Parks and Recreation Department regularly reviews and analyzes operations to ensure efficient service delivery to the community. With the arrival of the new Goodyear Aquatics Facility at the Goodyear Recreation Campus in the summer of 2021, staff began the process of evaluating the most practical and impactful future use of Loma Linda Pool. One area staff focused on was the admission fees collected and the overall expense of collecting, reconciling, and depositing this revenue. The below chart is reflective of the direct and indirect expenses of collecting, reconciling and depositing the daily \$1.50 open swim fee over the last three (3) seasons:

Calendar Year	Revenue	Expense	Net
2019	\$9,360	\$7,500	\$1,860
2020	\$5,830	\$7,720	(\$1,890)
2021	\$6,620	\$7,940	(\$1,320)

As outlined above, in 2019 the expense of collecting the \$1.50 open swim admission fee was less than the actual revenue collected, but by 2020 and again in 2021, the expense to collect the admission fees exceeded the actual revenue collected by a considerable margin. Staff forecast this gap to remain, or possibly widen in the years to come. From a pure business perspective, it is now costing the city more to collect the Loma Linda Pool admission fees than the actual revenue collected.

BACKGROUND AND PREVIOUS ACTIONS

On January 22, 2018, Council unanimously approved a new fee philosophy for recreation programs which included the following elements:

- Pyramid fee foundation
- Program cost recovery range
- Program costing formula
- Amendment to the Parks and Recreation Department user fee recommendation to maintain the current admission for open swim at Loma Linda Pool at \$1.50 per person.

Delegation of authority to the Parks and Recreation Department Director for fee adjustments that are in the best interest of the City

On July 3, 2021, the Goodyear Recreation Campus opened to the public. This campus includes a 2-pool aquatic facility that has ample parking, a lap pool, diving boards, water slides, and a lazy river. This facility serves as a true “community” pool and Loma Linda Pool was returned to a “neighborhood” pool.

STAFF ANALYSIS

The Parks and Recreation Department is charged with providing high-quality recreational programs and services to the Goodyear community. In an effort to ensure sustainable, fiscally responsible, and high-quality services, it is necessary to regularly review established fees and related cost recovery. When the fees for Loma Linda Pool were established it was serving as the “community pool” for Goodyear residents. With the opening of the Goodyear Recreation Campus in 2021, the Loma Linda Pool reverted back to a “neighborhood pool”.

Staff have reviewed the operational efficiency and community benefit of continuing to charge \$1.50 for open swim at the Loma Linda Pool as it continues to serve Historic Goodyear. At this time, staff are recommending that council suspend the Loma Linda Pool Facility User Fees indefinitely until a subsequent motion/action is made by the Council.

Staff identified several factors that lead to the recommendation including:

- Operational best practice
- Increased efficiency for staff operating the facility
- Positive impact on Historic Goodyear neighborhood
- Fee relief for seasonal pool visitors

This recommendation will provide residents in Historic Goodyear, as well as anyone else in the community, a no-cost opportunity to visit the Loma Linda Pool during the summer pool season.

Attachments

Staff Presentation - Loma Linda Fees



180



Loma Linda Open Swim Fee

BACKGROUND

- Located in historic Goodyear
- Served as “community pool” for decades
- Returned to a “neighborhood pool” in 2021
- Current Admission: \$1.50 per person





Loma Linda Open Swim Fee

STAFF ANALYSIS

- Open Swim Operation
- Justification for FREE Admission
- Community Impact





Loma Linda Open Swim Fee

STAFF ANALYSIS

- Revenue Collection

Calendar Year	Revenue	Expense	Net
2019	\$9,360	\$7,500	\$1,860
2020	\$5,830	\$7,720	(\$1,890)
2021	\$6,620	\$7,940	(\$1,320)



Loma Linda Open Swim Fee

RECOMMENDATION

- Approve a motion to suspend the Loma Linda Pool Facility User Fees indefinitely until a subsequent motion/action made by the Council.



ITEM #: 9.
DATE: 05/02/2022
AI #:652



CITY COUNCIL ACTION REPORT

**SUBJECT: FY2023 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)
PROGRAM ANNUAL ACTION PLAN**

STAFF PRESENTER(S): Christina Panaitescu, Grants & Neighborhood
Services Supervisor

SUMMARY

The Council will consider adopting by resolution the FY2023 Annual Action Plan, for the city of Goodyear Community Development Block Grant program, ensuring staff is prepared to meet the submission deadline from HUD.

Recommendation

ADOPT RESOLUTION NO. 2022-2242 APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2023 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOLLOWING THE ALLOCATION ANNOUNCEMENT, AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

The Annual Action Plan will restrict how CDBG grant revenue can be expended. The city anticipates receiving approximately \$429,038 of CDBG funds, 80% of which will be used for community facilities and 20% for program administration and planning. If the Goodyear allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

BACKGROUND AND PREVIOUS ACTIONS

The city of Goodyear began receiving a direct CDBG entitlement in city FY2022.

CDBG funds may be used for a variety of activities that meet the needs of low- and moderate-income (LMI) residents and neighborhoods, and vulnerable populations as defined by HUD. Eligible activities fall into four broad categories:

1. Community Facilities and Infrastructure
2. Community Services and Programs
3. Economic Development

4. Quality Affordable Housing

Activities must also address Congress' primary CDBG objective to improve communities, principally for LMI residents by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

At a February 28, 2022 work session, Council directed that the FY2023 CDBG funds be utilized for childcare center renovations at New Life Center and CDBG program administration. The draft plan has been available for public comment March 22 - April 20 and was noticed in the Arizona Republic on March 11. A public hearing was held on Monday, March 28. No public comments were received.

STAFF ANALYSIS

The city anticipates receiving approximately \$429,038 of CDBG funds, 80% of which will be used for community facilities and 20% for program administration and planning. If the Goodyear allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

Community Facilities and Infrastructure (\$343,231)

Childcare Center Renovations at New Life Center - Total Project Costs: \$524,246

This project will provide significant reconfiguration and remodeling in the Child Development Center to address the needs of children with trauma informed care.

Program Administration (\$85,807)

Twenty percent of the total CDBG allocation will be set aside for administrative activities including:

1. Complying with federal regulations regarding environmental review, federal labor standards, financial management, and procurement, including policies regarding Minority and Women-owned business enterprises and employment of low- and moderate-income residents;
2. Promoting the principles of fair housing and educating the community about the dangers of lead-based paint;
3. Assessing neighborhood conditions to evaluate the benefits of revitalization activities; Assessing the need for human and public services to address the needs of vulnerable populations and Goodyear residents living in poverty; and
4. Establishing application and monitoring systems.

Attachments

FY2023 CDBG Annual Action Plan
Resolution



CDBG

GOODYEAR

Arizona

FY2022-2023 ANNUAL ACTION PLAN

The FY2022-2023 Action Plan describes the planned uses of CDBG entitlement funding for activities benefitting low-income and special needs populations throughout Goodyear for the period beginning July 1, 2022 and ending June 30, 2023. The City anticipates receiving approximately \$429,038 of CDBG funds, 80% of which will be used for community facilities, and 20% for program administration and planning. If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased.

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Annual Action Plan is required by the US Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG) program. The primary purpose of the CDBG program is to develop viable communities by promoting integrated approaches that provide decent housing, a suitable living environment, and expanded economic opportunities for low-and moderate (LMI) people, households, and neighborhoods.

The Annual Plan establishes priorities for the investment of CDBG funds by the city of Goodyear and is designed to guide HUD-funded housing, homelessness and community development policies and programs for the period beginning July 1, 2022 and ending June 30, 2023. The plan describes needs, resources, goals, strategies and objectives to assist Goodyear's LMI residents and households as defined by HUD. Data quantifying LMI households is contained in the City's 5-year HUD Consolidated Plan.

In developing the Annual Plan, the city referred to the 5-year goals for the use of CDBG funds established in the Consolidated Plan, as well as, strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. These goals and strategies are based on data and input from residents and stakeholders.

2. Summarize the objectives and outcomes identified in the Plan

Based on data and public and stakeholder input, the following priority needs were set forth in the Consolidated Plan:

1. Community Facilities and Improvements
2. Public Services
3. Attainable and Sustainable Housing
4. Economic Development
5. Program Administration

Activity goals were established in each of these areas for the next five years.

3. Evaluation of past performance

This is the City's first year as an entitlement community. Year-to-date the City has completed the first phase of a Community & Neighborhood Services Master Plan, centered on human services. A notice to proceed for work on the North Subdivisions Streetlights, the FY2022 Community Facilities and Improvements project, was provided effective January 14, 2022. The project has a completion date of June 30, 2022.

4. Summary of Citizen Participation Process and consultation process

The Citizen Participation Process and consultation process for this plan included:

- A City Council Work Session (February 28)
- Two public meetings (January 19 and March 28)
- A Public comment period from March 22 through April 20

5. Summary of public comments

There were a total of ten attendees at the January 19 Initial Public Meeting. Eligible activity suggestions included both facilities and services, the majority of which were speculative and/or not feasible in the near term.

There were no public comments received at the public hearing held during the March 28 regular City Council meeting. No public comments were received during the public comment period.

6. Summary of comments or views not accepted and the reasons for not accepting them

All comments and views were accepted.

7. Summary

Citizen and stakeholder input and the priorities, goals and objectives previously identified in the Consolidated Plan were contemplated in the development of the Annual Action Plan.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
Lead Agency	Goodyear	
CDBG Administrator		

Table 1 – Responsible Agencies

Narrative (optional)

The city of Goodyear Neighborhood Services Division is responsible for preparing CDBG planning documents, including this Annual Plan, and for administering Community Development Block Grant (CDBG) funds received from the US Department of Housing and Urban Development.

Consolidated Plan Public Contact Information

Questions regarding the Consolidated Plan, Annual Action Plan or the use of CDBG funds may be directed to:

Christina Panaitescu, Grants & Neighborhood Services Supervisor
City of Goodyear
190 N. Litchfield Rd
Goodyear, AZ 85338
623-882-7804
Christina.Panaitescu@goodyearaz.gov

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

The city of Goodyear engages with community and faith organizations and the Maricopa Regional Continuum of Care for homelessness to collaborate resources and efforts.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The Goodyear Faith & Community Roundtable began in 2009 as a forum for cooperation, trust and respect within the community to nurture goodwill and offer services. It was originally called the Goodyear Faith Community Roundtable and was renamed in 2017 in order to recognize and embrace the participation of laypersons representing not only the faith sector but also nonprofit partners. The purpose of the Roundtable is to collaborate resources to make a difference for those in need in the southwest valley.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

Neighborhood Services representatives participate in a meeting of municipal Human Services Directors to provide feedback to a Continuum of Care representative from the West Valley in preparation for CoC meetings. More directly, the city participates with the Maricopa Regional Continuum of Care to conduct an annual point-in-time count of individuals and families experiencing homelessness in Goodyear. Outreach is conducted throughout the year by the Goodyear Police Department and Phoenix Rescue Mission. Phoenix Rescue Mission may provide shelter and services or individuals and families are referred to the Human Services Campus (HSC) in Phoenix. The HSC is the lead agency for single adult coordinated entry in the Valley and conducts intakes and assessments. The HSC connects individuals to a wide array of services guided by HSC Navigators. The HSC provides matches to housing, helps connect people with family or friends, provides additional hospitality resources including post office services and bag storage, and leads and fosters collaboration among partner agencies to ensure a focus on ending homelessness.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Goodyear is not an ESG grantee.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction’s consultations with housing, social service agencies and other entities

In addition to public hearings, opportunities to comment during the public comment period and a meeting to discuss the Annual Action Plan with the Faith and Community Roundtable, the city consulted with the following entities while preparing the annual action plan:

- Cox and Century Link
- FCRT meeting
- Goodyear Emergency Manager
- Goodyear Fire Chief
- Goodyear Transportation Coordinator
- New Life Center

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

All agency types were provided an opportunity to consult with the city.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Maricopa Regional Continuum of Care	Point-in-Time Count and Housing (Beds) Inventory Count; Shared goals for assisting individuals and families experiencing or at risk of homelessness
Goodyear 2019 Community Assessment	City of Goodyear	Shared vision for assisting Goodyear's most vulnerable residents
Goodyear 2025 General Plan	City of Goodyear	Goals to provide housing, services and economic opportunity for Goodyear's residents
Focus on Success Economic Development Action Plan	City of Goodyear	Strategic priorities for economic development
FY2021 Strategic Plan	City of Goodyear	Promoting a quality environment to enhance community prosperity.
2021 Community and Neighborhood Services Master Plan Phase I: Human Services	City of Goodyear	Intended to guide future planning and investments in the provision of human services.
2021 Avondale Goodyear Transit study	Maricopa Association of Governments	Identified opportunities for fixed-route bus service improvements, and evaluated the suitability for new flexible public transit options and capital investments.

Table 3 – Other local / regional / federal planning efforts

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

Staff conducted the initial public meeting on January 19 to provide members of the public with an overview of national objectives and local priorities outlined in the Consolidated Plan. At that time, the public was provided examples of activities that would be provided for Council consideration and invited to help the city identify any other needs that may be met through activities funded through CDBG investment to be included. Eligible activities were contemplated and prioritized by Council at a February 28 Work Session.

Citizen Participation Outreach

The two public meetings (January 19 and March 28)

Jan. 19 Initial Public Meeting: 1 in person attendee; 9 virtual attendees = 10 total attendees

Eligible activity suggestions included both facilities and services.

A City Council Work Session on February 28.

The public comment period from March 22 through April 20.

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The Community Development Block Grant program is funded through the US Department of Housing and Urban Development (HUD) Office of Community Planning and Development. Due to its size and composition, the city of Goodyear is classified as an entitlement community. This means that Goodyear does not apply for the CDBG program, but is awarded CDBG funds at a level based on a HUD formula involving population and demographics. In order to receive CDBG funds, the City must complete a Consolidated Plan every five years and an Annual Action Plan that details the uses of funds. Congress' primary objective for CDBG is to improve communities, principally for LMI persons by:

1. Providing Decent Housing,
2. Providing a Suitable Living Environment, and
3. Expanding Economic Opportunities.

The City forecasts receiving an amount similar to what was received in PY21. If the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased. As a subrecipient of the City's CDBG dollars, New Life Center will be responsible for the difference between the City's allocation and the total project costs and is subject to all of the corresponding HUD terms and conditions. New Life Center will manage the project, submit for reimbursement from the City, and provide any required reporting to enable the City to fulfill its obligation to HUD. The city will be responsible for compliance oversight and reporting to HUD.

The actual amount will be included in the final plan, when allocations have been officially communicated by HUD.

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	\$429,038	0	0	\$429,038	\$1,262,190	

Table 4 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

New Life Center is in the midst of a capital campaign to raise \$5M for improvements and expanded services at the 20-year-old facilities which are almost always at capacity. This project will provide significant reconfiguration and remodeling in the Child Development Center to address the needs of children with trauma informed care. As a subrecipient of the City's CDBG dollars, New Life Center will be responsible for the difference between the City's allocation and the total project costs and is subject to all of the corresponding HUD terms and conditions. New Life Center will manage the project, submit for reimbursement from the City, and provide any required reporting to enable the City to fulfill its obligation to HUD. The city will be responsible for compliance oversight and reporting to HUD.

Further, CDBG funds continue to leverage the City's Community Funding Program. The Community Funding Program provides grants to nonprofit organizations that provide human or social services

to benefit Goodyear residents. Applications are generally taken in spring of each year for activities that will address a priority inspired by the 2019 Goodyear Community Assessment. These priorities are:

1. Expanding services available in the Goodyear Community that are designed to meet the needs of minority populations, people in (or at risk of being in) crisis, or people experiencing homelessness;
2. Fostering social and cultural cohesion in Goodyear;
3. Providing innovative solutions to bring more mental health care services into Goodyear, particularly for youth;
4. Providing innovative transportation solutions for Goodyear residents, particularly those that help residents meet their health care needs; and
5. Regional solutions that result in increased access and a greater variety of services available to Goodyear residents and the workforce.

The more recent Community & Neighborhood Services Master Plan, Phase I: Human Services has also identified the priority areas for investment and corresponding pilot projects will be initiated in FY2023.

CDBG funds may also leverage Goodyear's partnership with the City of Avondale to provide support for the regional community action program and senior center. In addition, CDBG funds may leverage federal resources available to the city including funds available from the Departments of Transportation, Health and Human Services, and the Economic Development Administration. The CDBG program does not have matching fund requirements.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Discussion

The city does not presently have publicly owned land suitable for the identified needs.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

No extremely low-income, low-income, and moderate-income families will be assisted. The city will not be using CDBG funds to provide housing assistance.

Goals Summary Information

Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
Public Administration	2021	2025	Other	Citywide	Other	\$85,807	Sustainability
Community Facilities and Improvements – Childcare Center Renovations at New Life Center	2022	2023	Community Facilities and Improvements	Goodyear, AZ	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit	\$343,231	Availability/accessibility

Table 5 – Goals Summary

Projects

AP-35 Projects – 91.220(d)

Introduction

PY2022 projects will include program administration and community facilities and improvements activities.

Projects

#	Project Name
	Community Facilities and Improvements – Childcare Center Renovations at New Life Center
	Public Administration

Table 6 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

At least 70% of CDBG funds must serve LMI people and not more than 15% may be used for public services. Up to 20% may be used to cover administrative costs. The largest obstacle to addressing underserved needs is insufficient funding to support large projects. As a new entitlement community, Goodyear has an emerging institutional system for the delivery of services, housing and community development programs and projects.

P-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

CDBG assistance will be directed throughout Goodyear to benefit LMI residents, households, and neighborhoods. No target areas have been identified.

Geographic Distribution

Target Area	Percentage of Funds
Citywide	100%

Table 7 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Allocating funds throughout Goodyear provides flexibility to address the greatest needs of LMI residents, households and neighborhoods.

Discussion

No further discussion.

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The city of Goodyear will be investing PY2022 CDBG resources in community facilities and improvements.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 8 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Type

Discussion

The city of Goodyear will be investing PY2022 CDBG resources in community facilities and improvements.

AP-60 Public Housing – 91.220(h)

Introduction

The city of Goodyear does not have a public housing authority. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions planned during the next year to address the needs to public housing

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

N/A

Discussion

The city of Goodyear does not have a public housing authority and no public housing units are located in Goodyear. Residents may receive assistance through the Housing Authority of Maricopa County.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

The Maricopa Regional Continuum of Care (CoC) is managed by the Maricopa Association of Governments and works throughout Maricopa County, including the city of Goodyear, to coordinate homeless planning across municipalities and agencies.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to local and regional resources and shelter options to address specific needs. Individual needs are assessed by providers of homelessness services upon referral.

Addressing the emergency shelter and transitional housing needs of homeless persons

In FY2022-2023, CDBG entitlement funds will be used to support the Childcare Center Renovations at New Life Center, a domestic violence shelter geographically located in Goodyear. The childcare facilities serve the residents of the shelter, to address the needs of children with trauma informed care.

The 20-year-old facilities are almost always at capacity. The buildings and grounds all need to be refreshed, repaired, and updated, as such, the organization is in the midst of a capital campaign to raise \$5M for these improvements and expanded services. Eighty percent of Goodyear's PY22 entitlement will be allocated toward significant reconfiguration and remodeling in the Child Development Center.

Additionally, the Goodyear Police Department, through the Homeless Outreach Team (HOT), will continue its proactive approach to establishing trusting community relationships and providing referrals to regional resources and shelter options to address specific needs. And, the I-HELP program will continue to provide overnight emergency shelter and case management to assist people experiencing homelessness move from crisis to stability.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The Phoenix Rescue Mission will work with the Goodyear Police Department Homeless Outreach Team to continuously engage people experiencing chronic homelessness in Goodyear to build trust and rapport. Many individuals they engage are struggling with addiction and mental health issues and are in need of support to acquire stable housing and social security benefits as they are unable to maintain steady employment.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Individuals and families will have access to regional homelessness prevention resources across a continuum based on the immediacy of their risk, current housing situation, and family resources. The type of services varies by funding source, and ranges from mortgage, rent and utility assistance only to prevention assistance (transportation, vehicle repair, daycare, etc.) designed to promote housing stability. People being discharged from a publicly-funded institution of care also have access to these resources along with specialized coordination of services through nonprofit agencies that address the risk of homelessness among the re-entry population. Families may also receive assistance from their child(ren)'s school through McKinney-Vento funds that provide transportation, school supplies, free breakfast and lunch, case management/advocacy, and other services.

Discussion

Individuals and families experiencing homelessness in Goodyear reflect the diversity, complex characteristics, and special needs of people experiencing homelessness throughout the United States. Some people experiencing homelessness require limited assistance to regain permanent housing and self-sufficiency. Others, especially people with disabilities and those who are chronically homeless, require extensive and long-term support. In addition to people who are already homeless, individuals and families with limited incomes may be in imminent danger of becoming homeless.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

HUD defines a regulatory barrier as "a public regulatory requirement, payment, or process that significantly impedes the development or availability of affordable housing without providing a commensurate health and/or safety benefit." The Goodyear 2025 City of Goodyear General Plan identified the following local barriers to affordable housing and residential development:

1. As a relatively young community, only limited programs are currently in place to address aging housing stock.
2. The availability of funding such as Community Development Block Grant funds have steadily decreased over the years.
3. Goodyear has a need for a variety of housing types, such as multifamily rental housing. However, there are often negative, but not necessarily true, associations with these types of developments that must be overcome.
4. Housing prices could increase in the future causing housing to become unaffordable.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

To address local barriers to affordable housing and residential development during the next year the city will:

1. Promote the principles of fair housing;
2. Assess the current conditions of neighborhoods (e.g., crime, maintenance, property value, lighting) and evaluate the potential benefits of revitalization activities;
3. Assess the need for increased maintenance and city services for certain neighborhoods with unique traits or challenges; and
4. Conduct an assessment of housing conditions in the city's oldest neighborhoods.

Discussion:

COVID conditions led the city to prioritize the human services assessment portion of the Community & Neighborhood Services Master Plan in 2021. Assessment of neighborhood conditions, including housing conditions and the need for increased maintenance and city services in certain LMI neighborhoods will be completed in FY2023, providing the framework to further community education and establish needed programs.

AP-85 Other Actions – 91.220(k)

Introduction:

In addition to establishing goals related to the use of CDBG funds, the city established HUD-required strategies to improve the delivery system, address lead-based paint hazards, reduce the incidence of poverty, and address barriers to affordable housing development. The city has also developed HUD-required program monitoring, and Minority- and Women Owned Business Enterprise Policies.

Actions planned to address obstacles to meeting underserved needs

The development and subsequent implementation of policy initiatives is critical to the success of the city of Goodyear's overall housing and economic development goals. In general, policy development and implementation are designed to enhance city program effectiveness, identify gaps or underserved groups, and enhance the private sector's ability to provide market-based solutions. Despite an influx of one-time funding, insufficient funding and an emerging delivery system remain significant obstacles to meeting underserved needs, due to the temporary nature of the funding and the importance of sustainability. It is hoped that the pilot projects funded with these one-time funds will generate sufficient data to support future funding applications and investment from others.

Actions planned to foster and maintain affordable housing

The city will assess neighborhood conditions, including housing conditions and the need for increased maintenance and city services in LMI neighborhoods to provide the framework for programs and services that will foster and maintain affordable housing.

The city of Goodyear is part of the Maricopa County Regional Analysis of Impediments to Fair Housing Choice. To address impediments to fair housing choice identified in the Maricopa County Regional Analysis of Impediments to Fair Housing Choice, the city will:

1. Review Goodyear fair housing complaints data from HUD to identify any patterns in lending discrimination, failure to make reasonable accommodations, and other discriminatory patterns to identify the need for local investments in education, public services and other vital community investments.
2. Assess conditions in LMI neighborhoods to identify vital community investments.
3. Promote fair housing education by providing information, participating with neighboring jurisdictions to promote fair housing education, and examining opportunities to provide financial literacy classes for prospective homebuyers.
4. Report information to Maricopa County.

Actions planned to reduce lead-based paint hazards

The city will follow a multi-pronged approach to reduce lead hazards, integrating the following actions into housing policies and procedures:

1. Rehabilitation Projects. The city will follow strict HUD guidelines for testing and abatement of lead-based paint and other hazardous substances, and require compliance from its contractors and subcontractors. Any structure built before 1978 that is proposed for rehabilitation under federal programs will be tested for lead-based paint. Notices and requirements regarding testing and removal of lead-based paint will be provided to program participants and contractors.
2. Public Education. Lead hazard information will be distributed to participants in homeownership and rental programs.

Actions planned to reduce the number of poverty-level families

The city will invest community funding in services that promote stabilization of people in crisis and access to economic opportunity as a forerunner to their movement out of poverty. The city will continue its economic development efforts, working cooperatively with employers, childcare providers, workforce investment agencies, and education agencies to promote jobs-based education and services to help lower-income households attain higher-wage employment.

Actions planned to develop institutional structure

The city of Goodyear recognizes the benefits of increasing administrative efficiencies to improve the delivery system. The city will continue to remain open to using CDBG funds for public services, while primarily leveraging the Community Funding program to expand available services to Goodyear residents. Additional one-time general fund resources have been identified to further support the implementation of pilot programs identified in phase I of the Community & Neighborhood Services Master Plan, including an assessment neighborhood conditions to identify the demand for housing assistance and services.

Actions planned to enhance coordination between public and private housing and social service agencies

The city will continue to work with the Faith and Community Roundtable to facilitate trust and expand the collaborative mindset that honors the contributions, needs, and perspectives of local service providers.

Discussion:

No further discussion.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table.

Community Development Block Grant Program (CDBG)

Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan.	0
5. The amount of income from float-funded activities	0
Total Program Income	0

Other CDBG Requirements

1. The amount of urgent need activities	0
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No further discussion.

RESOLUTION NO. 2022-2242

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AND ADOPTING THE CITY'S FISCAL YEAR 2023 ANNUAL ACTION PLAN ("PLANNING DOCUMENTS") FOR THE CITY OF GOODYEAR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM, AUTHORIZING THE CITY MANAGER TO TRANSMIT THESE PLANNING DOCUMENTS TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD) FOLLOWING THE ALLOCATION ANNOUNCEMENT AND TO PROVIDE ANY ADDITIONAL INFORMATION AS MAY BE REQUIRED BY HUD.

WHEREAS, the Community Development Block Grant (CDBG) Program, authorized under Title 1 of the Housing and Community Development Act of 1974, Public Law 93-383, as amended 42 U.S.C. 5301 et seq., provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons; and

WHEREAS, the city of Goodyear is as an "Entitlement City" by definition in said Acts and, as such, is eligible to make application to the United States Department of Housing and Urban Development ("HUD") for said grant program; and

WHEREAS, the City's normal Action Plan submission date under 24 CFR 91.15(a)(1) would be by May 15, 2022, but a Notice (CPD-22-05) was issued on March 25, 2022, advising Grantees not to submit their Consolidated Plan/Action Plan until after the allocations have been announced; and

WHEREAS, the City had initiated its planning process, including the citizen participation process, prior to the Notice and prior to an allocation announcement in order to accommodate the May 15 deadline, using an allocation estimate based on the previous year; and

WHEREAS, the activities in the Planning Documents call for 80% of the allocation to be used for community facilities, and 20% for program administration and planning, with the understanding that if the City allocation is higher or lower than anticipated, funds for each activity will be proportionately increased or decreased; and

WHEREAS, the stated strategies and goals found in these planning documents establish the basis by which the plan and the City's performance under the plan will be evaluated by HUD; and

WHEREAS, the Planning Documents have been developed in accordance with the Consolidated Plan Regulation 24 C.F.R §91.1-600 (2014), as amended; and

WHEREAS, in the interest of encouraging citizen participation in the development of these Planning Documents, citizens have been afforded a reasonable opportunity to comment; and

WHEREAS, the city of Goodyear City Council held a public hearing on March 28, 2022, in the manner prescribed by law for the purpose of considering the submission of these Planning Documents; and

WHEREAS, due and proper notice of such public comment period and public hearing before the city of Goodyear City Council was given in the time, form, substance, and manner provided by

law including publication of such notice in THE ARIZONA REPUBLIC SOUTHWEST EDITION on March 11, 2022.

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

SECTION 1. That the City's FY2023 Annual Action Plan, (attached hereto as Exhibit A and incorporated herein by reference) is approved.

SECTION 2. That the City Manager is hereby authorized to transmit said FY2023 Annual Action Plan to the U.S. Department of Housing and Urban Development (HUD) following the allocation announcement, and to provide any additional information as may be required by HUD.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

ITEM #: 10.
DATE: 05/02/2022
AI #:905



CITY COUNCIL ACTION REPORT

SUBJECT: JOB CREATION AGREEMENT FOR HB ENTERPRISES, LLC

STAFF PRESENTER(S): Lori Gary, Economic Development Director

SUMMARY

HB Enterprises, LLC, an Arizona Limited Liability Company, doing business as Potato Barn, a family-owned furniture store, has selected Goodyear for the location of their first West Valley store. Staff is recommending the adoption of a Resolution and approval of a Job Creation Agreement with HB Enterprises, LLC.

Recommendation

ADOPT RESOLUTION NO. 2022-2243 AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT BETWEEN THE CITY OF GOODYEAR AND HB ENTERPRISES, LLC, AN ARIZONA CORPORATION PROVIDING FOR THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT. (Lori Gary, Economic Development Director)

FISCAL IMPACT

The city proposes to waive/reimburse 100% of plan review and permit fees, including the expedited portion of plan review fees up to a maximum of \$132,951.15. The city further proposes to fund 100% of development impact fees for the Goodyear facility up to \$492,916.25. If approved, the \$492,916.25 will be funded from the FY2022 Economic Development Opportunity Fund budget. Plan review and permits fees of the amount paid to date will be reimbursed and the remainder will be waived.

Estimated Direct Revenue to the City: \$2,413,408.00

Maximum waived, reimbursed, and funded from City: \$625,867.40

BACKGROUND AND PREVIOUS ACTIONS

Potato Barn, is a family-owned Arizona furniture store featuring unique collections and one-of-a-kind pieces imported from around the world. Potato Barn's corporate headquarters is located in Mesa, Arizona. The company currently operates stores in Mesa, Chandler, and Scottsdale. The Goodyear location will be the first Potato Barn store in the West Valley.

Potato Barn has purchased 7.97 acres in Goodyear and plans to open a 100,000 square foot retail facility. Potato Barn will soon begin construction of the Goodyear facility and anticipates it will receive a final or temporary Certificate of Occupancy by the late 2022 or early 2023 and, within three (3) years of the Effective Date of this Agreement, Potato Barn will have invested,

or will cause to have been invested a minimum of \$15,300,000 in acquisition and improving the property, constructing the building, and equipping the property for the Goodyear Facility.

There were no previous items that went to Council related to this agreement.

STAFF ANALYSIS

Potato Barn has identified the city as its preferred location for its first store in the West Valley that will accommodate its immediate and long-term expansion plans and otherwise meet its business needs, and will construct a 100,000 square foot building generally located west of the southwest corner of W. McDowell Road and N. Pebble Creek Parkway in Goodyear, Arizona.

Benefits to the community of Potato Barn in Goodyear over the course of five (5) years include:

- Creating up to 45 full-time jobs in Goodyear
- Full-time employees will be paid a cumulative average wage of at least \$22.78 an hour
- Total investment is expected to be at least \$15.3 million in purchasing property and constructing a new 100,000 square foot building and equipping the facility.
- Significant economic impact including tax revenues from operations, its employees, vendors, service providers, etc.

Staff supports the development agreement and recommends its approval.

Attachments

Resolution No. 2022-2243

Exhibit 1

Job Creation Agreement

Presentation

RESOLUTION NO. 2022-2243

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT BETWEEN THE CITY OF GOODYEAR AND HB ENTERPRISES, LLC, AN ARIZONA CORPORATION PROVIDING FOR THE CITY MANAGER OR HER DESIGNEE TO EXECUTE THE JOB CREATION AGREEMENT.

WHEREAS, HB Enterprises, LLC, dba Potato Barn, is an Arizona family owned retailer of unique furniture and one-of-a-kind design pieces and home furnishings from around the world; and

WHEREAS, the Potato Barn has retail locations in the east valley, including Mesa, Scottsdale and Chandler; and

WHEREAS, the Potato Barn has identified the need for a new retail and warehouse facility in the west valley market and has identified Goodyear as its preferred location that will accommodate its immediate and long-term expansion plans and otherwise meet its business needs, and will cause to be constructed a new 100,000 square foot building generally located west of the southwest corner of N. Pebble Creek Parkway and W. McDowell Road within the City of Goodyear (the "Goodyear Facility") as more particularly described in Exhibit "1" attached hereto; and

WHEREAS, the location of the Potato Barn at the Goodyear Facility should involve the investment of at least \$15,300,000 in capital investments in acquiring the property, causing the construction of a new 100,000 square foot building, and tenant improvements and equipping of the Goodyear Facility; and

WHEREAS, the City recognizes that the location of the Potato Barn within the City with its resulting capital investment and job creation will provide a significant public benefit to the City and its citizens and that the City's citizens will receive direct consideration from the Parties' obligations under this Agreement; and

WHEREAS, the City recognizes that the Potato Barn's operations at the Goodyear Facility will have significant economic impact on the City, including but not limited to: the quantity and quality of the jobs that will result from the Potato Barn's operations; tax revenues generated by the Potato Barn's operations, its employees, vendors, service providers; increased economic activity, or multiplier effect, associated with its operations being located within the City; the qualitative value of the City having a high-profile, well respected company locate a critical piece of its business within the City; the catalytic effect it will have on further development within the City, which will generate additional jobs and revenue within the City; and

WHEREAS, the Potato Barn along with its tenant John Michael's Designs, anticipates that over the course of five (5) years, its operations should cumulatively provide 45 full-time jobs to the City, paying employees a cumulative average hourly wage of \$22.78 per hour, not including overtime or bonuses ; and

WHEREAS, the City commissioned Applied Economics to conduct an economic and fiscal impact analysis of Potato Barn's operations at the Goodyear Facility; and

WHEREAS, Applied Economics estimates the direct tax benefit to the City of Goodyear from the construction sales tax, personal property tax, occupancy tax, and real property tax

generated by Potato Barn during the first five (5) years of operation will be approximately \$2,416,408; and

WHEREAS, Applied Economics estimates the total economic impacts of Potato Barn's operations in Goodyear will total approximately \$39,607,665 over the next five (5) years; and

WHEREAS, current economic conditions within the United States including increased construction and materials costs, supply chain issues, and increasing financing costs, have materially impacted the ability of the Goodyear Facility to move forward without the assistance from the City as provided in this Agreement; and

WHEREAS, the Parties understand that the decision of the Potato Barn to locate in the City and construct the facility upon which the Goodyear Facility will be located is based on the City's willingness to provide assistance to the Potato Barn regarding job creation; design review and permit fees, expedited development process, and waiver of certain development impact fees; 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 designee is authorized to execute the Job Creation Agreement with HB Enterprises, LLC

SECTION 2. Resolution 2022-2243 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this _____ day of _____, 2022.

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

EXHIBIT 1

Location of Potato Barn



JOB CREATION AGREEMENT FOR POTATO BARN

This Job Creation Agreement for HB Enterprises, LLC dba Potato Barn, (the “Agreement”) is entered into as of the ____ day of _____, 2022 (the “Effective Date”) by and between HB Enterprises, LLC, an Arizona Limited Liability Company, dba as Potato Barn (“Potato Barn.”), and the City of Goodyear, an Arizona municipal corporation (the “City”). and the City are sometimes referred to herein collectively as the “Parties” or individually as a “Party.”

RECITALS

WHEREAS, the Potato Barn is Arizona family-owned retailer of unique furniture and one-of-a-kind design pieces home furnishings from around the world; and

WHEREAS, the Potato Barn has retail locations in the east valley, including Mesa, Scottsdale and Chandler; and

WHEREAS, the Potato Barn has identified the need for a new retail and warehouse facility in the west valley market and has identified Goodyear as its preferred location that will accommodate its immediate and long-term expansion plans and otherwise meet its business needs, and will cause to be constructed a new 100,000 square foot building generally located on southwest corner of Pebblecreek Parkway and McDowell Road within the City of Goodyear (the “Goodyear Facility”) as more particularly described in Exhibit “1” attached hereto; and

WHEREAS, the location of the Potato Barn at the Goodyear Facility should involve the investment of approximately \$18,500,000 in capital investments in causing the construction of a new 100,000 square foot building, and tenant improvements and equipping of the Goodyear Facility; and

WHEREAS, the City recognizes that the location of the Potato Barn within the City with its resulting capital investment and job creation will provide a significant public benefit to the City and its citizens and that the City’s citizens will receive direct consideration from the Parties’ obligations under this Agreement; and

WHEREAS, the City recognizes that the Potato Barn’s operations at the Goodyear Facility will have significant economic impact on the City, including but not limited to: the quantity and quality of the jobs that will result from the Potato Barn’s operations; tax revenues generated by the Potato Barn’s operations, its employees, vendors, service providers; increased economic activity, or multiplier effect, associated with its operations being located within the City; the qualitative value of the City having a high-profile, well-respected company locate a critical piece of its business within the City; the catalytic effect it will have on further development within the City, which will generate additional jobs and revenue within the City; and

WHEREAS, the Potato Barn along with its tenant John Michael's Designs, anticipates that over the course of five (5) years, its operations should cumulatively provide 45 full-time jobs to the City, paying employees a cumulative average hourly wage of \$22.78 per hour, not including overtime or; and

WHEREAS, the City commissioned Applied Economics to conduct an economic and fiscal impact analysis of Potato Barn's operations at the Goodyear Facility; and

WHEREAS, Applied Economics estimates the direct tax benefit to the City of Goodyear from the construction sales tax, personal property tax, occupancy tax, and real property tax generated by Potato Barn during the first five (5) years of operation will be approximately \$2,416,408; and

WHEREAS, Applied Economics estimates the total economic impacts of Potato Barn's operations in Goodyear will total approximately \$39,607,665 over the next five (5) years; and

WHEREAS, current economic conditions within the United States including increased construction and materials costs, supply chain issues, and increasing financing costs, have materially impacted the ability of the Goodyear Facility to move forward without the assistance from the City as provided in this Agreement; and

WHEREAS, the Parties understand that the decision of the Potato Barn to locate in the City and construct the facility upon which the Goodyear Facility will be located is based on the City's willingness to provide assistance to the Potato Barn regarding job creation; design review and permit fees, expedited development process, and waiver of certain development impact fees; and

NOW, THEREFORE, in consideration of the premises, promises and mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties hereto, it is hereby agreed as follows:

AGREEMENT

1. Acknowledgement of Recitals. The Parties acknowledge the accuracy and importance of the Recitals to the Parties' obligations below, and that the Recitals are the factors upon which the Parties based their respective decisions to enter into this Agreement.

2. Term. The term of this Agreement shall be for five (5) years from the date this Agreement is approved by the Goodyear City Council.

3. Definition. References to "Potato Barn" in this Agreement shall mean HB Enterprises, LLC, an Arizona Limited Liability Company, and its successors and/or permitted assignees.

4. Location in Goodyear. The Potato Barn has entered into a contract to have constructed a 100,000 square foot building for the location of the Goodyear Facility and the Potato Barn will soon begin construction of the Goodyear Facility and anticipates it will complete

construction of the facility by late 2022 or early 2023 and, within three (3) years of the Effective Date of this Agreement, the Potato Barn will have invested, or will cause to have been invested, at least \$15,300,000 in the acquisition and improvement of the property upon which the Goodyear Facility will be located to include tenant improvements to a newly constructed building, fixturing, and equipping, the property for the Goodyear Facility.

5. Operations and Job Creation. The Potato Barn agrees that it shall operate the Goodyear Facility in the ordinary course of its business for a minimum period of five (5) years from the date the City issues a final Certificate of Occupancy authorizing the Potato Barn's occupancy of the Goodyear Facility. Additionally, over the course of five (5) years after issuance of a final Certificate of Occupancy, the Potato Barn and John Michael's Designs will maintain Minimum Employment as defined in Section 8 below.

6. Development Process Assistance. The City agrees to waive or reimburse all plan review, site plan review and permit fees ("Plan Fees"), including the expedited portion of plan review fees, up to a maximum of \$132,952 related to the Goodyear Facility. The City will also process tenant improvement and ground up construction plans on an expedited basis if needed for the Goodyear Facility. To the extent that the Potato Barn paid (or had paid on its behalf) any Plan Fees to the City prior to the Effective Date of this Agreement, the City agrees to reimburse such fees to the Potato Barn or a third-party beneficiary designated by the Potato Barn in a written notice to the city within thirty days of the Effective Date of this Agreement. The City shall account for and provide documentation to the Potato Barn that expressly identifies the specific sums of fees waived within thirty (30) days of the effective date of this Agreement.

The City further agrees to waive development impact fees for the construction of the Goodyear Facility up to \$492,917. The Parties recognize that the City will be responsible for paying development impact fees that would have been assessed in the development of the Goodyear Facility as required by state law. Potato Barn shall be responsible for any development impact fees assessed for future expansion of the Goodyear Facility.

The development process assistance offered in this Section 6 is conditioned on Potato Barn's obligations under Section's 5, 7 and 8 of this Agreement and such assistance shall collectively be referenced as the "Development Process Assistance".

To further facilitate the timely construction of the Goodyear Facility, the City further agrees to provide a single point contact, initially designated as Tom Paradise, for inspections related to the construction of the Goodyear Facility with inspections conducted within 24 hours during the work week. Deputy City Manager Wynette Reed will also serve as the project sponsor on this project to assist the project through the development review and approval process in the City.

Should the Potato Barn not open the Goodyear Facility within twelve months (12) months of the issuance of a final Certificate of Occupancy or operate the Goodyear Facility for at least twenty-four (24) months prior to the expiration of this Agreement, then the Potato Barn shall reimburse the City for the cost of Development Process Assistance funds that were waived pursuant to this provision.

7. Minimum Capital Investment. As a term of this Agreement, Potato Barn agrees to make a Minimum Capital Investment, or cause to be invested, at least \$15,300,000 causing the construction of a new 100,000 square foot building and fixturing and equipping and land acquisition of the Goodyear Facility within eighteen months (18) months of the Effective Date of this Agreement.

8. Minimum Employment. As a condition of this Agreement, Potato Barn along with its tenant John Michael's Designs agrees to create and hire a minimum of forty-five (45) new positions at the Goodyear Facility paying an average wage of at least \$22.78 per hour within 18 months of receiving its final certificate of occupancy for the Goodyear Facility. Potato Barn along with its tenant John Michael's Designs shall maintain an average employment of thirty-eight (38) positions at the Goodyear Facility certified annually to Goodyear no later than December 31 of each calendar year.

Should Potato Barn and its tenant John Michael's Designs not meet the Minimum Employment requirements, the City shall send a Notice of Non-Compliance to Potato Barn. Upon receipt of the Notice of Non-Compliance, Potato Barn shall have six (6) additional months to meet the Minimum Employment requirements at the Goodyear Facility. After the additional six (6) month period, should Potato Barn still not have met the Minimum Employment requirements, as the sole and exclusive remedy, Potato Barn shall be obligated to reimburse the City for Development Process Assistance funding paid by the City pursuant to Schedule below. Should Potato Barn subsequently meet the Minimum Employment requirements threshold prior to the expiration of this Agreement, the City shall return to Potato Barn any funds previously returned to the City under this provision. In determining the portion of the incentives to be returned, if any, the City will consider all relevant circumstances including whether Potato Barn continues to maintain operations in the City and force majeure as described in Section 13. The City will make its determination upon concluding joint discussions with the Potato Barn. In the event Potato Barn breaches this agreement, the City's sole and exclusive remedy is to require reimbursement of the Development Process Assistance funding or waived that were actually paid and documented by the City.

Should the Goodyear Facility not cumulatively hire forty-five(45) new employees with eighteen months of receiving its certificate of occupancy or fail to maintain an average employee count of 38 employees annually for the five year period after receiving its certificate of occupancy, Potato Barn shall be responsible for reimbursing Goodyear twenty percent (20%) of the Development Process Assistance funding that was provided for its failure to maintain its required employment counts in any calendar year. For purposes of example, if during the five-year period, the Potato Barn did not meet its employment requirements in one single year, but successfully maintained the required employment the other four years, the Potato Barn would be required to reimburse only twenty percent (20%) of the Development Process Assistance funding following the calendar year in which it did not meet its employment requirements. Such reimbursement shall be due within one hundred and twenty days of the conclusion of the calendar year and additional six (6) months period in which employment requirements were not met.

9. Incorporation of Exhibits. All exhibits attached hereto and referred to in this Agreement are incorporated herein by this reference and made a part of this Agreement.

10. Entire Agreement. This Agreement, including any exhibits attached hereto, constitutes the entire agreement between the Parties pertaining to the subject matter hereof, and all prior and contemporaneous agreements, representations, negotiations, and understanding of the Parties, oral or written, are hereby superseded, and merged herein.

11. Amendment of the Agreement. This Agreement may be amended or cancelled, in whole or in part, only by a written agreement or amendment fully executed by the Parties.

12. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of the Parties. No person other than the Parties has any right of action based upon any provision of this Agreement.

13. Force Majeure. The deadlines contemplated in this Agreement shall be extended if the delay is caused by an act of God, adverse weather conditions, casualty, third party malicious mischief, moratoriums imposed by any governmental entity, unreasonable delays by governmental authorities, civil or military disturbance, war, or other events that are not reasonably foreseeable and not within the reasonable control of the Potato Barn. The amount of such extension shall be determined by the City after consultation with the Potato Barn.

14. Cooperation and Further Acts. The Parties shall act reasonably with respect to any and all matters that require either Party to review, consent or approve any act or matter hereunder. Each of the Parties shall promptly and expeditiously execute and deliver any and all documents and perform any and all acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

15. Representation of Counsel. The City and the Potato Barn acknowledge that they were each represented by counsel, or have waived their opportunity to seek the advice of counsel in connection with the drafting of this Agreement, that each of them and their respective counsel reviewed and revised this Agreement, that each of them and their respective counsel have independently reached their own conclusions as to the enforceability of this Agreement, that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement and that the language in all parts of this Agreement shall in all cases be construed as a whole and in accordance with its fair meaning.

16. Governing Law. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the substantive laws of the State of Arizona (without reference to conflict of law principles).

17. Venue. Any action arising from this Agreement, which includes by way of example, but not limitation, any action to enforce or interpret any provision of this Agreement, shall be commenced and maintained in a court of competent jurisdiction located within Maricopa County, Arizona, and the Parties hereby irrevocably waive any right to object to such venue.

18. Severability. Any provision of this Agreement that is declared void or unenforceable shall be severed from this Agreement, and the remainder of this Agreement shall otherwise remain in full force and effect.

19. Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through the impasse process, the Parties agree first to try to settle the dispute through mediation before resorting to arbitration, litigation, or some other dispute resolution procedure. In the event that the Parties cannot agree upon the selection of a mediator within seven (7) days, either Party may request the presiding judge of the Superior Court of Maricopa County to assign a mediator from a list of mediators maintained by the Arizona Municipal Risk Retention Pool.

20. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the Parties of the breach of any provision of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or of any other provision of this Agreement.

21. Attorneys' Fees and Costs. If either Party brings a legal action either because of a breach of this Agreement or to enforce a provision of this Agreement, the prevailing Party will be entitled to reasonable attorneys' fees and court costs.

22. No Personal Liability. No member, shareholder, partner, owner, manager, officer, director, representative, agent, official, or employee of the City or the Potato Barn. shall be personally monetarily liable to the other party, or any successor or assignee, (a) in the event of any default or breach by any Party, (b) for any amount which may become due to such Party or its successor or assign, or (c) pursuant to any obligation of any Party under the terms of this Agreement.

23. Conflict of Interest. Pursuant to Arizona law, rules, and regulations, no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. This Agreement is subject to, and may be terminated by the City, in accordance with the provisions of A.R.S. § 38-511.

24. Authority. The undersigned represent to each other that they have full power and authority to enter into this Agreement, and that all necessary actions have been taken to give full force and effect to this Agreement. The Potato Barn represents and warrants that they are duly formed and validly existing under the laws of the State of Arizona and that they are duly qualified to do business in the State of Arizona and is in good standing under applicable state laws. The Potato Barn and the City warrant to each other that the individuals executing this Agreement on behalf of their respective parties are authorized and empowered to bind the party on whose behalf each individual is signing.

25. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from the counterparts and the signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

27. Notices. All notices and communications provided for herein, or given in connection with this Agreement, shall be validly made if in writing and delivered personally or sent by registered or certified United States Postal Service mail, return receipt requested, postage prepaid to:

The City:	City of Goodyear Attn: City Manager 190 N. Litchfield Rd. P.O. Box 5100 Goodyear, Arizona 85358 and City of Goodyear Attn: City Attorney 190 N. Litchfield Rd. P.O. Box 5100 Goodyear, Arizona 85338
To the Potato Barn:	HB Enterprises, LLC 5222 E. Fresno Drive Phoenix, AZ 85018

Notice of address may be changed by either Party by giving notice to the other Party in writing of a change of address. Such change will be deemed to be effective five days after date the written notice of change of address is personally delivered to the other Party or as of the seventh business day after mailing the written notice of change of address to the other Party by registered or certified United States Postal Service mail, return receipt requested, postage prepaid.

28. Date of Performance. If the date of performance of any obligation or the last day of any time period provided for herein should fall on a Saturday, Sunday or legal holiday, then said obligation shall be due and owing, and said time period shall expire, on the first day thereafter which is not a Saturday, Sunday or legal holiday.

[signature page follows]

In WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as follows:

HB Enterprises, LLC, an Arizona Limited Liability Company

By: _____

Name:

Its:

STATE OF _____)
) ss.
COUNTY OF _____)

On this _____ day of _____, 2022, before me, personally appeared _____, the _____ of the HB Enterprises, LLC, an Arizona Limited Liability Company, and he, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of HB Enterprises, LLC., for the purposes contained therein.

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

Notary Public

My Commission Expires: _____

NOTARY SEAL:

CITY

CITY OF GOODYEAR,
an Arizona municipal corporation

By: _ Julie Karins
Its: City Manager

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this _____ day of _____, _____ 2022, before me, personally appeared Julie Karins, the City Manager of the City of Goodyear, an Arizona municipal corporation, and she, in such capacity, being authorized to do so, executed the foregoing instrument on behalf of the City of Goodyear for the purposes contained therein.

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

Notary Public

NOTARY SEAL:

ATTEST:

APPROVED AS TO FORM

City Clerk

City Attorney

Exhibit "1"

Goodyear Facility

Location of Potato Barn





Potato Barn



ABOUT POTATO BARN

- HB Enterprises, LLC dba Potato Barn
- Family-owned unique home furnishing store
- Three locations (Chandler, Mesa and Scottsdale)
- First location in the West Valley



Potato Barn



LOCATION AND BUILDING

- **Location:** West of SWC Estrella Parkway & McDowell Road
- **Zoning:**
PAD/Commercial
- **Building size:**
100,636 square feet



Potato Barn



LOCATION AND BUILDING



Potato Barn



PROPOSED INCENTIVES

Development Process Incentives

• Waiving 100% of building plan review & permit fees	\$94,326.40
• Reimbursing 100% of civil plan review & permit fees previously paid	\$38,624.75
• Funding 100% of development impact fees	<u>\$492,916.25</u>
TOTAL Proposed Incentives:	\$625,867.40

Potato Barn



AGREEMENT PROVISIONS

- Will hire at least 45 employees
- Pay an average wage of at least \$22.78 an hour
- Invest at least \$15.3 million in capital expenditures
- Complete construction, hire staff, and open by late 2022 or early 2023

Potato Barn



ECONOMIC IMPACT OF PROJECT

- Applied Economics estimates Potato Barn will total more than \$39.6 million in economic impact over the next five years
- Increased property and sales tax revenues generated by Potato Barn, as well as its employees, vendors and service providers
- Direct revenue to the city is estimated to be \$2.41 million over the next five years

Potato Barn



RECOMMENDATION

Staff recommends approval of the Job Creation Agreement with HB Enterprises, LLC

Potato Barn



QUESTIONS AND DISCUSSION

