



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, June 6, 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:

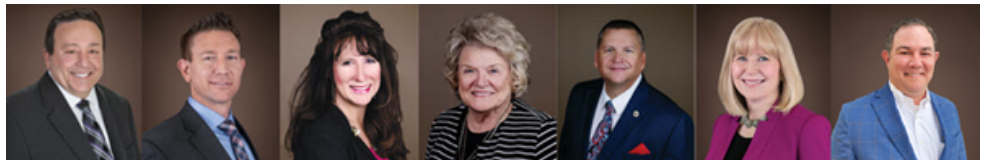
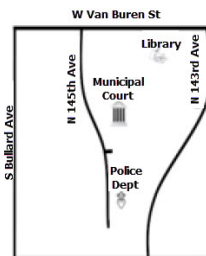
- Respond to criticism.
- Request that staff investigate and report on the matter.
- Request that the matter be scheduled on a future agenda.

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 CAMPBELL****COMMUNICATIONS**

1. **RECOGNIZING THE CITY OF GOODYEAR FOR HIGHEST LEVEL OF WORKPLACE SAFETY AND HEALTH EXCELLENCE**
Brandon Stowell, CAS Supervisor with Arizona Department of Occupational Safety and Health Administration will present plaques to Parks & Recreation and Public Works for their achievement as Voluntary Protection Program Star Sites. (Tim Fisher, Continuous Improvement Manager and Willy Elizondo, Risk & Safety Coordinator)

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR**CONSENT**

2. **APPROVAL OF MINUTES**
Recommendation
Approve the draft minutes from the Special and Regular Meetings held on May 23, 2022. (Darcie McCracken, City Clerk)
3. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR OCHO RIOS JERK SPOT**
Recommendation
Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 184099, a request by Teresa Miller, agent for Ocho Rios Jerk Spot, for a New Series 12 liquor license. Ocho Rios Jerk Spot is located at 13291 W. McDowell Rd., Goodyear, Arizona 85338, generally located on the Southwest corner of Dysart and McDowell Road. (Darcie McCracken, City Clerk)
4. **REMOVE A MEMBER FROM THE PARKS AND RECREATION ADVISORY COMMISSION**
Recommendation

Remove Annie Roberts from the Parks and Recreation Advisory Committee. (Darcie McCracken, City Clerk)

5. **SMART CITY MASTER PLAN**

Recommendation

Approve the Goodyear Smart City Master Plan. (Justin Fair, Chief Information Officer)

6. **APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR THE EXCHANGE OF ROADWAY MAINTENANCE SERVICES**

Recommendation

ADOPT RESOLUTION NO. 2022-2250 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF ROADWAY SERVICES, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE. (Hugh Bigalk, P.E., City Traffic Engineer)

7. **APPROVE A BULK WATER AGREEMENT BETWEEN LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. (LIBERTY) AND THE CITY OF GOODYEAR**

Recommendation

Approve the Bulk Water Agreement between Liberty and the city of Goodyear. (Barbara Chappell, Deputy Public Works Director)

8. **APPROVE A BUDGETED EXPENDITURE UP TO \$750,000 TO COMPLETE SAFETY REPAIRS AT GOODYEAR BALLPARK (PROJECT #50033)**

Recommendation

Approve the expenditure of funds up to the budgeted amount of \$750,000 for safety repairs at Goodyear Ballpark. (Bruce Kessman, Deputy Director Parks and Recreation)

9. **PUEBLO VERDE STORAGE DEVELOPMENT - WALL EASEMENT AGREEMENT**

Recommendation

Approve and provide direction to the City Manager to enter into the City of Goodyear and Goodyear Sarival SS, LLC Building B East Wall Easement Agreement. (Linda Beals, Real Estate Coordinator)

10. **EXPENDITURE APPROVAL FOR FUEL FOR CITY VEHICLES AND RELATED BUDGET TRANSFER**

Recommendation

Approve the expenditure of an additional \$235,000 for a total expenditure authority of \$1,126,100 for FY2022 and approve the transfer of \$235,000 from unassigned fund balance to pay for fuel through the end of the fiscal year. (Kevin Devery, Fleet Superintendent)

11. **PROPOSALS TO TOHONO O'ODHAM NATION FOR ARIZONA REVISED STATUTE 5-601-02 12% GAMING DISTRIBUTION FUNDS**

Recommendation

ADOPT RESOLUTION NO. 2022-2252 AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM REQUESTING ECONOMIC DEVELOPMENT, HEALTH CARE, AND PUBLIC SAFETY FUNDS TO THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

12. **ACCEPT THE DEDICATION OF TWO QUIT CLAIM DEEDS FOR A PORTION OF CAMELBACK ROAD ADJACENT TO THE ALLEN RANCHES DEVELOPMENT**

Recommendation

Accept the dedication Quit Claim Deeds for a portion of Camelback Road from VPTM Allen Ranches LB LLC, a Delaware limited liability company and Taylor Morrison/Arizona, Inc., an Arizona corporation. (Linda Beals, Real Estate Coordinator)

13. **TERMINATION OF EASEMENTS ASSOCIATED WITH ABANDONED CITY WELL SITE #4.**

Recommendation

Approve the Termination of Easements associated with the abandoned City Well Site #4. (Linda Beals, Real Estate Coordinator)

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

14. **PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2023 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2023 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE**

Recommendation

1. Conduct a public hearing on the proposed increase of \$233,835 in the primary property tax levy and Resolution No. 2022-2253 which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. Approve the Truth-in-Taxation increase of \$233,835 for FY2023 by a roll call vote.

INFORMATION ITEMS

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

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

FUTURE MEETINGS

June 13, 2022	Work Session	5:00 p.m.
June 27, 2022	Work Session	5:00 p.m.
June 27, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

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

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

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

POSTING VERIFICATION

This agenda was posted on June 1, 2022 at 5:37 p.m. by LJ.

ITEM #: 1.
DATE: 06/06/2022
AI #:930



CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Tim Fisher, Continuous Improvement Manager and
Willy Elizondo, Risk & Safety Coordinator

SUBJECT:

**RECOGNIZING THE CITY OF GOODYEAR FOR HIGHEST LEVEL OF WORKPLACE
SAFETY AND HEALTH EXCELLENCE**

Brandon Stowell, CAS Supervisor with Arizona Department of Occupational Safety and Health Administration will present plaques to Parks & Recreation and Public Works for their achievement as Voluntary Protection Program Star Sites. (Tim Fisher, Continuous Improvement Manager and Willy Elizondo, Risk & Safety Coordinator)

OTHER PRESENTER(S):

Brandon Stowell, ADOSH CAS Supervisor

Attachments

Presentation

Voluntary Protection Program



Parks & Recreation and Public Works



ITEM #: 2.
DATE: 06/06/2022
AI #:745



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special and Regular Meetings held on May 23, 2022.
(Darcie McCracken, City Clerk)

Attachments

May 23, 2022 Draft Special Meeting Minutes
May 23, 2022 Draft Regular Meeting Minutes

City Council Special Meeting

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



Monday, May 23, 2022

5:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 5:00 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; Deputy City Clerk Laura Jara

BUSINESS

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

1. Pursuant to A.R.S. 38-431.03(A)(3): Consultation with the City's Attorney to receive legal advice regarding liability mitigation practices related to potential municipal liability issues.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Wally Campbell to CONVENE an Executive Session. 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

The City Council entered into Executive Session at 5:01 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:22 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:22 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:22 p.m.

Darcie McCracken, City Clerk

Joe Pizzillo, Mayor

Date: _____

CERTIFICATION

I hereby certify that the foregoing minutes are a true and correct copy of the minutes of the CITY COUNCIL SPECIAL MEETING of the city of Goodyear, Arizona, held on May 23, 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

City Council Regular Meeting

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



Monday, May 23, 2022

6:00 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Regular Meeting to order at 6:00 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; Deputy City Clerk Laura Jara

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR HAMPTON

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Brian Macfie, Goodyear Resident, spoke in opposition to the apartment development and the impact it has on the city of Goodyear.

Sara Betts, Jacob Harding, and Emma Barber, Goodyear residents, proposed changing the name of the road at the entrance to Estrella Foothills High School from Rustler Road to Wolf Pack Way.

CONSENT

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Laura Kaino to APPROVE Consent Agenda Items 1 through 10. 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

1. **APPROVAL OF MINUTES**

Recommendation

Approve the draft minutes from the May 2, 2022 Special and Regular Meetings. (Darcie McCracken, City Clerk)

2. **RECOMMEND APPROVAL OF A NEW SERIES 12 (RESTAURANT) LIQUOR LICENSE FOR CHUCK E CHEESE # 3222**

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 189744, a request by Ryan Witner Anderson, agent/applicant for Chuck E Cheese # 3222, for a new Series 12 liquor license. Chuck E Cheese #3222 is located at 13371 W. McDowell Rd., Goodyear, AZ 85395 generally located at the 13300 block of West McDowell Road. (Darcie McCracken, City Clerk)

3. **ARIZONA DEPARTMENT OF FORESTRY AND FIRE MANAGEMENT COOPERATIVE AGREEMENT FOR WILDLAND FIRE DEPLOYMENTS**

Recommendation

Authorize the City Manager or her designee to execute the Arizona Department of Forestry and Fire Management Cooperative Agreement. (Tim Wayne, Interim Fire Chief)

4. **MINOR LAND DIVISION OF GOODYEAR SITE 12**

Recommendation

Approve the Minor Land Division for Goodyear Site 12 combining approximately 5.743 acres into 1 lot on property zoned PDF (Public Facilities District) located South of W. Lower Buckeye Road and West of S. 173rd Avenue. (Steve Scinto, Deputy Director of Development Engineering)

5. **ISSUANCE OF A PERMANENT DRAINAGE EASEMENT AGREEMENT TO THE EL CIDRO HOMEOWNERS ASSOCIATION**

Recommendation

Approve the issuance of a Permanent Drainage Easement Agreement to the El Cidro Homeowners Association, an Arizona non-profit corporation. (Linda Beals, Real Estate Coordinator)

6. **AMENDMENT ONE OF THE AGREEMENT WITH BUCKEYE WATER CONSERVATION AND DRAINAGE DISTRICT (BWCDD) FOR REPAIR AND IMPROVEMENTS TO THE BULLARD WASH OUTFALL (PROJECT #60073), AND RELATED BUDGET TRANSFER**

Recommendation

Approve the Amendment to the Agreement with the Buckeye Water Conservation and Drainage District for repairs and improvements to the Bullard Wash Outfall and the expenditure of funds not to exceed \$449,344 and related budget transfer to meet the terms of the Agreement. (Barbara Chappell, Deputy Public Works Director)

7. **FY2023 DESIGNATION OF CHIEF FISCAL OFFICER FOR EXPENDITURE LIMIT REPORTING**

Recommendation

ADOPT RESOLUTION NO. 2022–2245 DESIGNATING THE CHIEF FISCAL OFFICER FOR OFFICIALLY SUBMITTING THE FISCAL YEAR 2023 EXPENDITURE LIMITATION REPORT TO THE ARIZONA AUDITOR GENERAL. (Doug Sandstrom Finance Director)

8. **MAP OF DEDICATION FOR JDA COMMERCE CENTER**

Recommendation

Approve the Map of Dedication for JDA Commerce Center, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

9. **FINAL PLAT FOR LAS VENTANAS PARCEL 1**

Recommendation

Approve the Final Plat of Las Ventanas Parcel 1, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

10. **FINAL PLAT FOR LAS VENTANAS PARCEL 2**

Recommendation

Approve the Final Plat for Las Ventanas Parcel 2, subject to stipulations. (Steve Scinto, Deputy Director of Development Engineering)

PUBLIC HEARINGS

11. **NORTHEAST CORNER OF COTTON LANE AND VAN BUREN STREET MINOR GENERAL PLAN AMENDMENT**

Items 11 and 12 were presented concurrently.

Mayor Pizzillo opened the Public Hearing at 6:12 p.m.

Senior Planner Christian Williams presented a minor general plan amendment and a rezone for a property within the city of Goodyear. He explained that the property was located on the northeast corner of Cotton Lane and Van Buren Street and consisted of approximately 31 acres.

Mr. Williams stated that the applicant is requesting a minor general plan amendment modifying the property from Business and Commerce Land Use to Neighborhoods to match the existing Neighborhoods designation that currently exists to the east of the property. This will allow the applicant to construct residential dwelling equivalent to MF-18 (Multi-family).

Mr. Williams added that the applicant is also requesting a rezone from the current planned area development (PAD) to a PAD District with an underlying zoning of MF-12 (Multi-family) with a PAD overlay to facilitate the development of a multi-family community. Mr. Williams provided the details of the PAD Overlay that included design standards, height and setbacks.

Mr. Williams relayed that at the neighborhood meeting, residents voiced their concerns about the additional housing density along the SR303 throughout Canyon Trails. He added that the applicant verbally agreed with a resident to add trees to the Canyon Trails greenbelt.

Paul Gilbert, with Beus Gilbert McGroder, introduced himself and added he was available for questions.

Barbara Macfie, Goodyear resident, spoke in opposition to staff's recommendation citing an issue with the reduction to the setbacks, parking issues, density, and vandalism.

Mr. Gilbert spoke about the setbacks explaining that the setback request was on the northern border while Ms. Macfie's property was on the east side of the project.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:28 p.m.

A discussion ensued related to the height and design of the rental units, the addition of walking trails, egress and ingress of traffic, the impact of the SR 303 to the corridor.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2234, APPROVING A MINOR AMENDMENT TO THE GOODYEAR 2025 GENERAL PLAN TO AMEND THE LAND USE DESIGNATION OF APPROXIMATELY 31 ACRES GENERALLY LOCATED AT THE NORTHEAST CORNER OF COTTON LANE AND VAN BUREN STREET FROM BUSINESS COMMERCE TO NEIGHBORHOOD OVER THE APPROXIMATELY 31 ACRES; 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. REZONE APPROXIMATELY 31 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO MF-12 FOR CANYON TRAILS PHASE 1 UNIT 6 SOUTH

This item was presented concurrently with Item 11.

Mayor Pizzillo opened the Public Hearing at 6:47 p.m.

Brian Macfie, Goodyear resident, spoke in opposition to the project and discussed the negative impacts the project would have to the area.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 6:52 p.m.

A discussion ensued related to taxes and the economic impact to the city.

Council was hopeful that the increased density would help the Canyon Trails Town

Center fulfill its destiny with all the land yet to be developed and be an asset to the neighborhood.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Wally Campbell to ADOPT RESOLUTION NO. 2022-2235, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED, “OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-21” AND “LEGAL DESCRIPTION.” 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 Sheri Lauritano, SECONDED BY Vice Mayor Brannon Hampton to ADOPT ORDINANCE NO. 2022-1539, CONDITIONALLY REZONING APPROXIMATELY 31 ACRES LOCATED AT THE NORTHEAST CORNER OF COTTON LANE AND VAN BUREN STREET, TO BE KNOWN AS CANYON TRAILS PHASE 1 UNIT 6 SOUTH, FROM PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF MF-12 WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY; 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

13. REZONE APPROXIMATELY 27 ACRES FROM PLANNED AREA DEVELOPMENT (PAD) TO C-2 AND MF-24 WITH BALLPARK VILLAGE NORTH DEVELOPMENT REGULATIONS C-2 AND MF-24 WITH PAD OVERLAY

Mayor Pizzillo opened the Public Hearing at 7:04 p.m.

Senior Planner Christian Williams presented a rezone of 27 acres located on the northeast corner of Estrella Parkway and Yuma Road that is currently zoned Planned Area Development (PAD) with an underlying zoning of Hospitality, Retail and Entertainment.

Mr. Williams explained that the applicant is requesting a zoning changing from the PAD with an underlying zoning of Hospitality, Retail and Entertainment to C-2 (Commercial) on the western 9.8 acres of the site and MF-24 (Multi-family) on the 17.6 eastern acres of the site with a PAD Overlay to facilitate a mixed use horizontal multi-family and commercial development. Mr. Williams added that the property will include a hotel site, commercial and retail areas and traditional garden style apartments.

Mr. Williams went on to discuss the PAD Overlay requests and regulations that included density and height, retail, modified C-2 uses, and connectivity. Mr. Williams relayed that

there were some resident concerns with drive-throughs and adjacent future zoning cases would be walled off with no pass-through walkways, but were overall supportive of the project.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 7:15 p.m.

Council inquired how density worked from an overall planning perspective. Mr. Williams replied that it allowed more customers to support retail and utilizes less space in the land. He added that the City's General Plan guides where density should be located.

Council expressed their support for the mixed use and the exclusions included in the project.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2022-2233, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED: "OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-22"; "LEGAL DESCRIPTION – BALLPARK VILLAGE NORTH"; "LEGAL DESCRIPTION – BALLPARK VILLAGE NORTH C-2 PARCELS"; "LEGAL DESCRIPTION – BALLPARK VILLAGE NORTH MF-24 PARCELS"; AND "BALLPARK VILLAGE NORTH DEVELOPMENT REGULATIONS C-2 AND MF-24 WITH PAD OVERLAY (APRIL 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 Wally Campbell to ADOPT ORDINANCE NO. 2022-1538, CONDITIONALLY REZONING APPROXIMATELY 27 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF ESTRELLA PARKWAY AND YUMA ROAD TO BE KNOWN AS BALLPARK VILLAGE NORTH, FROM PLANNED AREA DEVELOPMENT (PAD) TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF C-2 (COMMERCIAL) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY ON THE WESTERN 9.8 ACRES AND TO THE PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT WITH AN UNDERLYING ZONING DISTRICT OF MF-24 (MULTI-FAMILY) WITH PLANNED AREA DEVELOPMENT (PAD) OVERLAY ON THE EASTERN 17.6 ACRES; 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

14. **REZONING FOR CAMELBACK 303 INDUSTRIAL AND FOR CAMELBACK & COTTON INDUSTRIAL**

Mayor Pizzillo opened the Public Hearing at 7:29 p.m.

Principal Planner Karen Craver presented a rezone for two contiguous sites, Camelback 303 Industrial (Site 1) and Camelback and Cotton Industrial (Site 2). Ms. Craver explained that both sites were located west of the State Route 303 (SR303) on the southside of Camelback Road. Ms. Craver relayed that Site 1 consisted of 19 acres and was zoned C-2 (General Commercial) with a Planned Area Development (PAD) Overlay. Site 2 consists of 18 acres and was zoned PAD for commercial and business park uses.

Ms. Craver explained that the two rezones were being presented together because the sites are contiguous and approximately the same size, both are requesting a rezone to I-1 (Light Industrial Park) and the general plan land use designations of Business and Commerce and Industrial both allow for the planned light industrial development.

Ms. Craver went on to review the architecture examples, development and screening standards. She noted that no inquiries were received from citizens.

There being no other speakers present, Mayor Pizzillo closed the Public Hearing at 7:35 p.m.

Council expressed that this project was a good fit for the area and would fit in with the growth in the area.

MOTION BY Councilmember Patrick Bray, SECONDED BY Vice Mayor Brannon Hampton to ADOPT RESOLUTION NO. 2022-2238, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED OFFICIAL SUPPLEMENTARY ZONING MAP NO. 21-19, AND “Legal Description of SITE 1 PROPERTY.” 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 Vice Mayor Brannon Hampton, SECONDED BY Councilmember Laura Kaino to ADOPT ORDINANCE NO. 2022-1541, CONDITIONALLY REZONING APPROXIMATELY 18.53 ACRES LOCATED ON THE SOUTH SIDE OF CAMELBACK ROAD, WEST OF COTTON LANE, FROM THE C-2, GENERAL COMMERCIAL ZONING DISTRICT WITH A PLANNED AREA DEVELOPMENT (PAD) OVERLAY TO THE I-1, LIGHT INDUSTRIAL PARK ZONING DISTRICT, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, 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

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2022-2239, DECLARING AS PUBLIC RECORDS THOSE CERTAIN DOCUMENTS FILED WITH THE CITY CLERK AND TITLED OFFICIAL SUPPLEMENTARY ZONING MAP NO. 22-01, AND “Legal Description of SITE 2 property.” 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 Bill Stipp, SECONDED BY Councilmember Patrick Bray to ADOPT ORDINANCE NO. 2022-1542, CONDITIONALLY REZONING APPROXIMATELY 17.91 ACRES LOCATED AT THE SOUTHWEST CORNER OF CAMELBACK ROAD AND COTTON LANE FROM THE FINAL PLANNED AREA DEVELOPMENT (PAD) ZONING DISTRICT TO THE I-1, LIGHT INDUSTRIAL ZONING DISTRICT, PROVIDING FOR NON-ABRIDGMENT, CORRECTIONS, SEVERABILITY, AN EFFECTIVE DATE, 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

Mayor Pizzillo recessed the Regular Meeting at 7:45 p.m.

Mayor Pizzillo reconvened the Regular Meeting at 7:59 p.m.

BUSINESS

15. ADOPTION OF FY2023 TENTATIVE BUDGET AND SETTING OF PUBLIC HEARING

Finance Manager Budget and Research Ryan Bittle presented the adoption the FY2023 Tentative Budget. Mr. Bittle reviewed the changes from the City Manager's Recommended Budget and noted that the tentative budget totaled \$650.4 million. He added that the majority of the changes are routine adjustments made every year between the city manager and tentative budget presentations. Mr. Bittle also reviewed the CIP Carryovers that totaled \$120.9 million and the Non-CIP Carryovers that totaled \$12.0 million.

A discussion continued related to items in the recommended budget and Council expressed they were in favor of the budget.

Mr. Bittle resumed his presentation by reviewing the City's resources that totaled \$731.1 million. He also provided an overview of the fund balances, revenues, property tax rates and levies, and expenditures. Mr. Bittle also discussed Capital Improvement Plan projects for FY2023 that totaled \$259.9 million.

Council expressed that the budget was well thought out.

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Brannon Hampton to ADOPT RESOLUTION NO. 2022-2246 ADOPTING THE FISCAL YEAR 2022-2023 ESTIMATES OF REVENUES AND EXPENSES FOR THE CITY OF GOODYEAR, INCLUDING ESTIMATED PROPERTY TAX LEVY AND PROPERTY TAX RATES, AS THE TENTATIVE BUDGET FOR FISCAL YEAR BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023; SETTING FORTH THE RECEIPTS AND THE AMOUNTS ESTIMATED AS COLLECTIBLE FOR THE PREVIOUS FISCAL YEAR; THE AMOUNT PROPOSED TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS; FOR ADOPTION OF BUDGET AND SETTING THE TAX LEVIES. 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. AUTHORIZATION OF EXPENDITURES IN EXCESS OF \$500,000 FOR FY2023

Finance Manager Budget and Research Ryan Bittle presented a request to authorize expenditures in excess of \$500,000 for FY2023 for routine annual expenditures such as utilities, fuel, maintenance, and trash.

MOTION BY Councilmember Wally Campbell, SECONDED BY Councilmember Patrick Bray to AUTHORIZE the FY2023 listed expenditures in excess of \$500,000. 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. APPROVE A BUDGETED EXPENDITURE FOR DESIGN SERVICES IN THE AMOUNT OF \$2,073,000 FOR CAMELBACK ROAD FROM SR303 TO 152ND AVENUE

City Traffic Engineer Hugh Bigalk presented the Camelback Road design services. Mr. Bigalk reviewed the project background and project design of Camelback Road from State Route 303 (SR303) to 152nd Avenue. The estimated cost of design services is \$2,073,000. He spoke about the land acquisition and construction and relayed that City funds will not be used for the activities beyond the Goodyear City Limits.

A discussion ensued related to the road design and the land acquisition of Camelback Road.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Patrick Bray to APPROVE an expenditure in the amount of \$2,073,000 for design services for the Camelback Road Capital Improvement Program project 42038. 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

18. **APPROVE POLICY 1 EMPLOYEE POLICY ADMINISTRATION & ACKNOWLEDGEMENT, POLICY 200 EMPLOYEE COMPENSATION, POLICY 300 EMPLOYMENT, POLICY 600 ATTENDANCE LEAVE POLICY, POLICY 700 PROFESSIONAL AND PERSONAL CONDUCT, AND POLICY 1000 EMPLOYEE SAFETY AND HEALTH**

Items 18 and 19 were presented concurrently.

Human Resources Director Lyman Locket presented as an amendment to the City of Goodyear Policy and Administrative Guidelines Manual policy revisions to the following: Policy 1 Employee Policy Administration and Acknowledgement, Policy 200 Employee Compensation, Policy 300 Employment, Policy 600 Attendance Leave Policy, Policy 700 Professional and Personal Conduct and Policy 1000 Employee Safety and Health.

A discussion ensued related to the change in Policy 1000 separating marijuana from controlled substances from a testing perspective.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Bill Stipp to ADOPT RESOLUTION NO. 2022-2244 AMENDING “POLICY 1 EMPLOYEE POLICY ADMINISTRATION & ACKNOWLEDGEMENT,” “POLICY 200 EMPLOYEE COMPENSATION,” “POLICY 300 EMPLOYMENT,” “POLICY 600 ATTENDANCE LEAVE POLICY,” “POLICY 700 PROFESSIONAL AND PERSONAL CONDUCT,” AND “POLICY 1000 EMPLOYEE SAFETY AND HEALTH” AS AN AMENDMENT TO THE “CITY OF GOODYEAR POLICY AND ADMINISTRATIVE GUIDELINES MANUAL”. 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

19. **AMEND CITY CODE SECTION 3-3-1, MERIT SYSTEM - CREATION AND SCOPE AND APPROVE POLICY 800 MERIT, MEDIATION, DISCIPLINE AND APPEAL PROCESS.**

This item was presented concurrently with Item 18.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Wally Campbell to ADOPT ORDINANCE NO. 2022-1543 AMENDING GOODYEAR CITY CODE SECTION 3-3-1 (MERIT SYSTEM, CREATION AND SCOPE) PROVIDING FOR CORRECTIONS, SEVERABILITY AND 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

MOTION BY Councilmember Bill Stipp, SECONDED BY Vice Mayor Brannon Hampton to APPROVE "Policy 800 Merit, Mediation, Discipline and Appeal Process" as an amendment to the "City of Goodyear Policy and Administrative Guidelines Manual." 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

20. DEVELOPMENT AGREEMENT FOR LAKIN PARK

Deputy Director of Development Engineering Steve Scinto presented a request to approve a minor development agreement for the Lakin Park project. Mr. Scinto explained that the Lakin Park team was seeking temporary occupancy (TCO) of the first of their buildings for their tenant. There is currently a construction challenge with a portion of the sewer at the Union Pacific Railroad and MC 85 crossing. Mr. Scinto relayed that due to the length of time and complexity of the final utility solution, the agreement provides the developer flexibility for an interim solution and allows issuance of the TCO while protecting the City's interest.

A discussion ensued related to the temporary solution for the sewer and the minimum requirements for maintenance.

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2248 APPROVING THE DEVELOPMENT AGREEMENT FOR LAKIN PARK; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT 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 Bill Stipp, Councilmember Laura Kaino, Councilmember Patrick Bray

NAY: Councilmember Wally Campbell

Passed

21. DEVELOPMENT AGREEMENT FOR PROLOGIS COMMERCE PARK

Deputy Director of Development Engineering Steve Scinto presented a request to approve a development agreement for Prologis Commerce Park. Mr. Scinto explained the terms of the agreement that included installation of enhanced landscaping, traffic signals, future Arizona Public Service easement, and the potential purchase of the property at Yuma Rd and Bullard Avenue.

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2247 APPROVING THE DEVELOPMENT AGREEMENT FOR PROLOGIS COMMERCE PARK; PROVIDING AUTHORIZATION AND DIRECTION TO TAKE ACTIONS AND EXECUTE DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND DEVELOPMENT AGREEMENT AND PROVIDING FOR AN EFFECTIVE DATE and AUTHORIZING NECESSARY BUDGET AMENDMENTS. 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

22. SUPPORT FOR INCLUSION OF PROLOGIS 303 BUSINESS PARK AS A MAGNET SITE WITHIN THE GREATER MARICOPA COUNTY FOREIGN TRADE ZONE

Economic Development Director Lori Gary presented a proposal in support of an application for a magnet foreign trade zone site at the Prologis 303 Business Park within the Greater Maricopa County Foreign Trade Zone (GMFTZ). Ms. Gary explained that the Prologis Business Park is a vacant 113-acre site located at the northwest corner of north Cotton Lane and west Minnezona Avenue.

Ms. Gary stated that the support of applications seeking foreign trade zone status within the city is a development tool that the city uses to support the attraction of new industrial operations that might otherwise not locate within the city. She reviewed the items that accompany the support of the application that include requiring Prologis to file an application with the Foreign Trade Zone board within two years of the adoption the resolution.

Ms. Gary relayed that the inclusion of the Prologis 303 Business Park as a magnet FTZ site will help Goodyear be more competitive on high value projects.

Council asked why it was called Greater Maricopa County Foreign Trade Zone and not Goodyear Foreign Trade Zone. Ms. Gary responded that the Greater Maricopa County Foreign Trade Zone is much larger than the city limits. She explained that over 10 years ago, the city went in with other jurisdictions to form a large organization that included a large geographical area within many city limits.

MOTION BY Vice Mayor Brannon Hampton, SECONDED BY Councilmember Patrick Bray to ADOPT RESOLUTION NO. 2022-2249 CONDITIONALLY SUPPORTING THE APPLICATION FOR INCLUSION OF PROLOGIS 303 BUSINESS PARK AS A MAGNET SITE WITHIN FTZ NO. 277 WESTERN MARICOPA; PROVIDING CONDITIONS FOR THE CITY'S SUPPORT OF THE PROLOGIS 303 BUSINESS PARK FOREIGN TRADE ZONE APPLICATION AND AN EXPIRATION DATE FOR THE CITY'S SUPPORT; AUTHORIZING CITY STAFF TO TAKE ACTIONS AND EXECUTE DOCUMENTS; 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

23. **CREATE CIP PROJECT 60085 FOR A FACILITIES MASTER PLAN, CANCEL MUNICIPAL OPERATIONS CENTER PROJECT 60078 AND AUTHORIZE RELATED BUDGET TRANSFERS**

Public Works Director Javier Setovich presented a request to approve a CIP project, cancel the municipal operations center project and authorize the related budget transfers. Mr. Setovich spoke about the new options available with the opening of the new city hall. Mr. Setovich reviewed the history of the Facilities Master Plan that was adopted by Council in 2016. He provided details of the updates and changes to the Litchfield Corridor Facilities, the Goodyear Municipal Complex and the Municipal Operations Center. He also spoke future needs and opportunities available on the city's vacant land.

Mr. Setovich went on to review the project milestones if the project was approved which includes hiring a consultant and then presenting the recommendations to Council.

Council inquired about the cancellation of one project and what happens with the \$10 million. Mr. Setovich replied that the funds for the project would be returned to the fund balance and the \$400,000 would be transferred from the fund balance for the project.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Patrick Bray to APPROVE the creation of CIP project 60085 for a Facilities Master Plan (FMP), cancel Municipal Operations Center (MOC) Project 60078, and authorize related budget transfers. 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 thanked the Fire Chief and Fire Station 185 for their extraordinary work on containing a home fire in Pebblecreek.

City Manager Julie Karins clarified that the State of Arizona contributed \$8 million to the Camelback Road design project as it is an investment to the regional planning.

FUTURE MEETINGS

June 6, 2022	Work Session	5:00 p.m.
June 6, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 9:47 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 May 23, 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: 06/06/2022
AI #:921



CITY COUNCIL ACTION REPORT

**SUBJECT: RECOMMEND APPROVAL OF A NEW SERIES 12
(RESTAURANT) LIQUOR LICENSE FOR OCHO RIOS JERK
SPOT**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

OTHER PRESENTER(S):

Theresa Cavita Miller, Agent

SUMMARY

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

Recommendation

Recommend approval to the Arizona Department of Liquor Licenses and Control (DLLC) of Application No. 184099, a request by Theresa Miller, agent for Ocho Rios Jerk Spot, for a New Series 12 liquor license. Ocho Rios Jerk Spot is located at 13291 W. McDowell Rd., Goodyear, Arizona 85338, generally located on the Southwest corner of Dysart and McDowell Road.
(Darcie McCracken, City Clerk)

FISCAL IMPACT

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

BACKGROUND AND PREVIOUS ACTIONS

Ms. Miller has applied for a New Series 12 liquor license for Ocho Rios Jerk Spot, which is currently under construction with an anticipated opening date in July 2022. Ocho Rios Jerk Spot will be a full-service restaurant and is the 2nd location in the Phoenix Metro Area, with the other restaurant located in Phoenix.

The City Clerk's Office received the application from the Arizona Department of Liquor Licenses and Control on May 6, 2022. A public notice was posted on the property on May 9, 2022, to comply with Arizona Revised Statutes §4-201(b). The applicant paid the \$635 application fee for the liquor license. No petitions or protests from qualified persons were received during the comment period.

The application was routed to the Police Department and the Development Services

Department (Planning and Zoning, Code Compliance, and Building Safety), and any comments from these departments are listed below:

Department/Division	Comments
Police	None
Planning and Zoning	None
Code Compliance	None
Building Safety	None

STAFF ANALYSIS

A Series 12 license is for a restaurant and is non-transferrable. This on-sale retail privileges liquor license allows the holder to sell and serve all types of spirituous liquor solely for consumption on the premises of an establishment that derives at least forty percent (40%) of its gross revenue from the sale of food. The DLLC requires license owners, agents, and managers actively involved in the day-to-day operations of the business to complete a state-approved management training course prior to the issuance of a liquor license. Ms. Miller states that they have completed the required training and a manager will be present on-site during all business hours. She also stated that, in addition to asking for identification from anyone who appears to be under 40 years of age, all staff will be trained to understand and follow the guidelines of Arizona liquor license laws to avoid selling alcohol to minors.

There are no licensed childcare facilities, K-12 schools or churches within 300 feet of the location.

The City Council's recommendation of "Approval", "Disapproval" or "No Recommendation" will be forwarded to the DLLC for consideration during their licensing review process.

Attachments

DLLC Local Governing Body Report with Menu

Liquor License Evaluation Map

Liquor License within One Mile Report

State of Arizona
Department of Liquor Licenses and Control

Created 05/06/2022 @ 03:06:30 PM

Local Governing Body Report

LICENSE

Number:		Type:	012 RESTAURANT
Name:	OCHO RIOS JERK SPOT		
State:	Pending		
Issue Date:		Expiration Date:	
Original Issue Date:			
Location:	13291 W MCDOWELL RD E-7 GOODYEAR, AZ 85395 USA		
Mailing Address:	4220 W NORTHERN AVENUE STE 104 PHOENIX, AZ 85051 USA		
Phone:	(480)294-2058		
Alt. Phone:			
Email:	OCHORIOSCC@YAHOO.COM		

AGENT

Name:	THERESSA CAVITA MILLER
Gender:	Female
Correspondence Address:	4220 W NORTHERN AVENUE STE 104 PHOENIX, AZ 85051 USA
Phone:	(480)294-2058
Alt. Phone:	
Email:	OCHORIOSCC@YAHOO.COM

OWNER

Name: LYON HOUSE LLC
Contact Name: THERESSA CAVITA MILLER
Type: LIMITED LIABILITY COMPANY
AZ CC File Number: L22263783 State of Incorporation: AZ
Incorporation Date: 10/26/2017
Correspondence Address: 4220 W NORTHERN AVENUE
STE 104
PHOENIX, AZ 85051
USA
Phone: (480)294-2058
Alt. Phone:
Email: OCHORIOSCC@YAHOO.COM

Officers / Stockholders

Name:	Title:	% Interest:
THERESSA CAVITA MILLER	Manager-LLC	100.00
TENA MONQUIE ENEE SOTO	012070011064	

LYON HOUSE LLC - Manager-LLC

Name: THERESSA CAVITA MILLER
Gender: Female
Correspondence Address: 4220 W NORTHERN AVENUE
STE 104
PHOENIX, AZ 85051
USA
Phone: (480)244-2058
Alt. Phone:
Email: OCHORIOSCC@YAHOO.COM

LYON HOUSE LLC - 012070011064

Name: TENA MONQUIE ENEE SOTO
Gender: Female
Correspondence Address: 4220 W NORTHERN AVENUE
STE 104
PHOENIX, AZ 85051
USA
Phone: (480)406-2564
Alt. Phone:
Email: SOTOTENA@GMAIL.COM

MANAGERS

Name: THERESSA CAVITA MILLER
Gender: Female
Correspondence Address: 4220 W NORTHERN AVENUE
STE 104
PHOENIX, AZ 85051
USA
Phone: (480)244-2058
Alt. Phone:
Email: OCHORIOSCC@YAHOO.COM

APPLICATION INFORMATION

Application Number: 184099
Application Type: New Application
Created Date: 02/14/2022

May

QUESTIONS & ANSWERS

012 Restaurant

- 1) Are you applying for an Interim Permit (INP)?
No
- 2) Are you one of the following? Please indicate below.
Property Tenant
Subtenant
Property Owner
Property Purchaser
Property Management Company
Property Tenant
- 3) Is there a penalty if lease is not fulfilled?
Yes
What is the penalty?
\$48000
- 4) Is the Business located within the incorporated limits of the city or town of which it is located?
Yes
- 5) What is the total money borrowed for the business not including the lease?
Please list each amount owed to lenders/individuals.
\$60000
- 6) Is there a drive through window on the premises?
No
- 7) If there is a patio please indicate contiguous or non-contiguous within 30 feet.
N/A
- 8) Is your licensed premises now closed due to construction, renovation or redesign or rebuild?
Yes
If yes, what is your estimated completion date?
04/01/2022

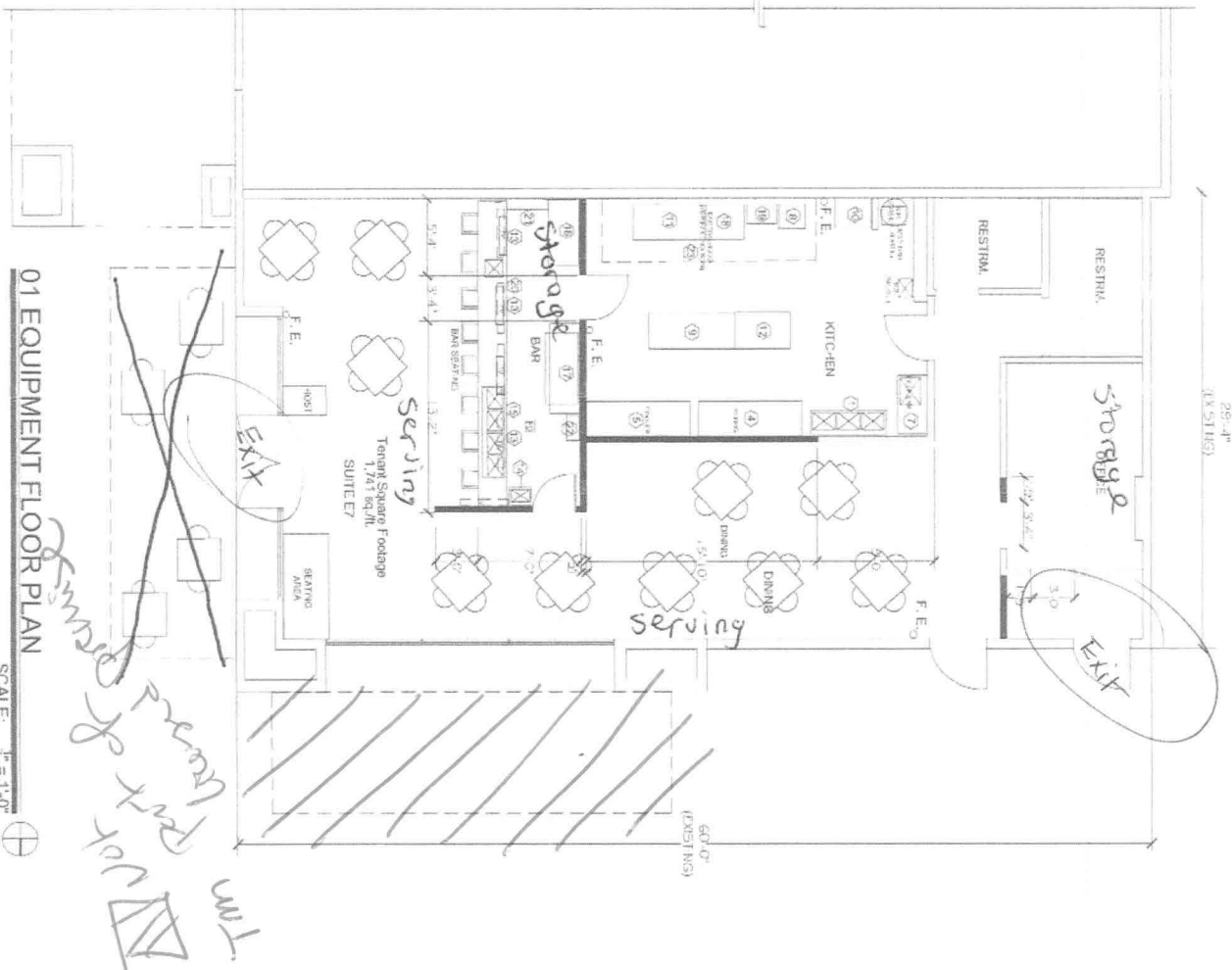
DOCUMENTS

DOCUMENT TYPE	FILE NAME	UPLOADED DATE
MENU	Copy of Menu (1).png	03/18/2022
DIAGRAM/FLOOR PLAN	GoodyearFloorplan.pdf	03/18/2022
QUESTIONNAIRE	Questionnaire.pdf	03/18/2022
RECORDS REQUIRED FOR AUDIT	RecordsforAudit.pdf	03/18/2022
RESTAURANT OPERATION PLAN	OperationPlan.pdf	03/18/2022
	JUICE MENU (2).jpg	04/14/2022
	Soda menu.jpg	04/14/2022
	Dessert Menu.jpg	04/14/2022
	Sides Menu.png	04/14/2022

MARK	EQUIPMENT	MANUFACTURER	COMMENTS
1	THREE COMPARTMENT SINK	EXISTING	RELOCATED
2	HAND SINK	EXISTING	
3	KOP SINK	EXISTING	
4	REFRIGERATOR	EXISTING	
5	WATER HEATER	EXISTING	
6	POT SINK	EXISTING	
7	STOVE	EXISTING	
8	STOVE	EXISTING	
9	STOVE	EXISTING	
10	STOVE	EXISTING	
11	STOVE	EXISTING	
12	STOVE	EXISTING	
13	STOVE	EXISTING	
14	STOVE	EXISTING	
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20	STOVE	EXISTING	
21	STOVE	EXISTING	
22	STOVE	EXISTING	
23	STOVE	EXISTING	
24	STOVE	EXISTING	

WALL LEGEND:

- EXISTING WALLS TO REMAIN
- NEW WALLS



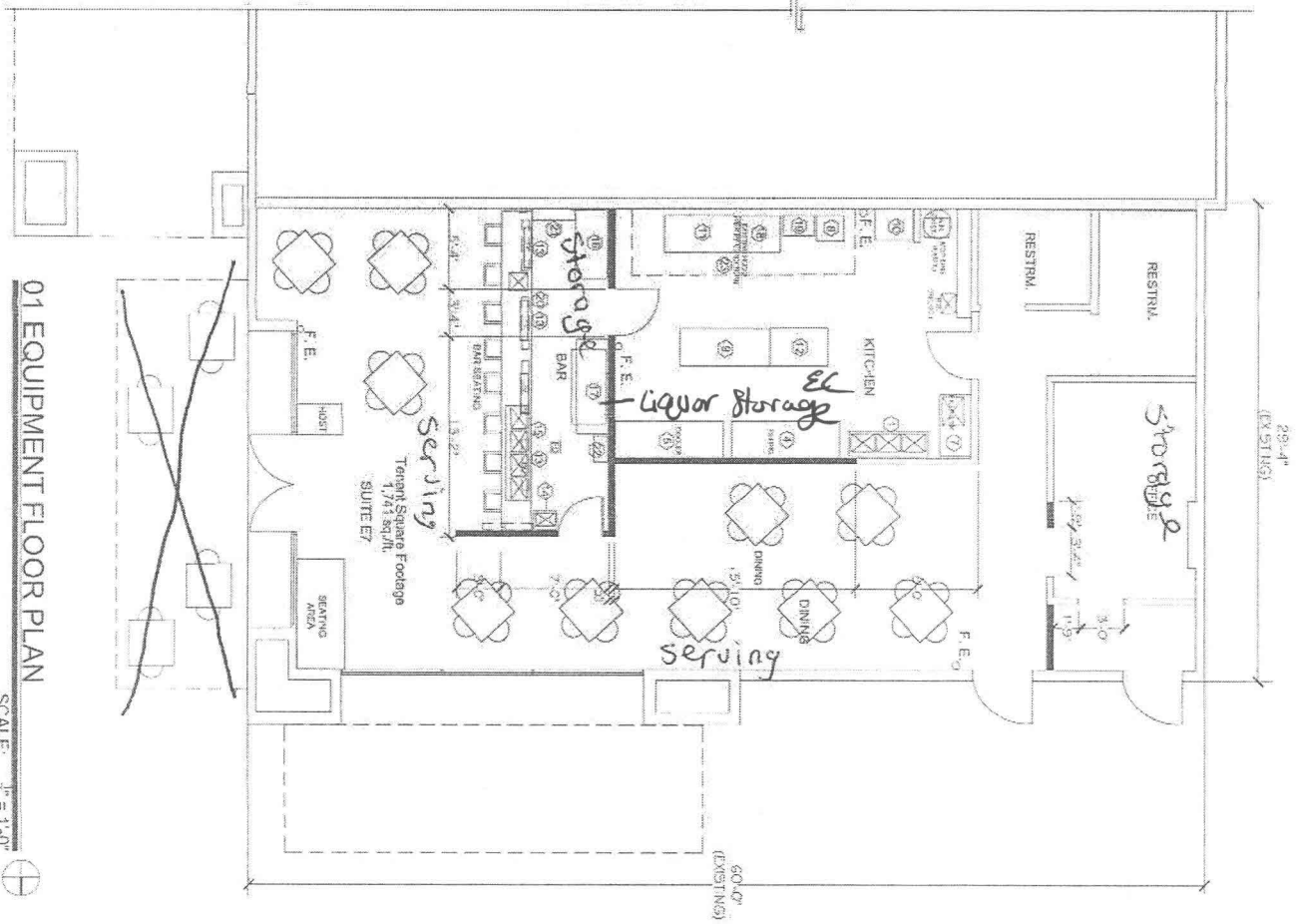
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EQUIPMENT SCHEDULE

MARK	EQUIPMENT	MANUFACTURER	COMMENTS
1	TRIPLE COMPARTMENT SINK	EXISTING	RELOCATED
2	HAND SINK	EXISTING	
3	MELT-BANK	EXISTING	
4	REFRIGERATOR	EXISTING	
5	FREEZER	EXISTING	
6	WATER HEATER	EXISTING	
7	PAN SINK	EXISTING	
8	POT SINK	EXISTING	
9	STOVE	EXISTING	
10	ICE MAKER	EXISTING	
11	GRIDDLE	EXISTING	
12	SANDWICH PREP TABLE	EXISTING	
13	CUTTING TABLE	EXISTING	
14	BAR SINK	EXISTING	
15	BEVERAGE DISPENSER	EXISTING	
16	BEER COOLER	EXISTING	
17	CHILLER	EXISTING	
18	CHILLER	EXISTING	
19	ICE BIN - CHOP IN	EXISTING	
20	WALL UNIT - LIQUOR DISPLAY	EXISTING	
21	SODA DISPENSARY	EXISTING	
22	BAR SINK	EXISTING	
23	GREASE TRAP	EXISTING	

WALL LEGEND:

- EXISTING WALLS TO REMAIN
- NEW WALLS



01 EQUIPMENT FLOOR PLAN

SCALE: 1/8" = 1'-0"

CLIENT/PROJECT:

OCHO RIOS JERK SPOT RESTURANT AND BAR
13291 W. MCDOWELL RD.
Goodyear AZ

SKETCH:

EQUIPMENT FLOOR PLAN

ABN
ARCHITECTURAL
BUILDING
NOTES



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

22 MAR 22 Lir. Lic. AM 8 23

DLIC USE ONLY

Job # 184099

RESTAURANT OPERATION PLAN

- Name of restaurant (Please print): Ocho Rios Jerk spot
- List equipment below by Make, Model, and Capacity: (PROVIDE THE FOLLOWING ITEMS ONLY, NO ATTACHMENTS)

Grill	CPG CB4 48 48" 160,000 BTU
Oven	CPG S60-G24-N 280,000 BTU 60"
Freezer	Avontco SS 3F HC 80 7/8"
Refrigerator	Avontco SS 3R HC 81"
Sink	Regency 4 Bowl underbar sink 72" x 18 3/4"
Dish Washing Facilities	Regency 60"
Food Preparation Counter (Dimensions)	30" x 72" + 30" x 72" + 48" x 30"
Other	

- Attach a copy of your full menu including prices (examples: Breakfast, Lunch, Dinner, and Nonalcoholic beverages).
- List the seating capacity for:
 - Restaurant dining area of your premises: [40]
(Do not include patio seating)
 - Bar area of your premises: [+ 8]
 - Total dining and bar seating capacity of your premises: [= 48]
- What Type of dinnerware and utensils are utilized within your restaurant?
☒ Reusable ☒ Disposable ☒ Both
- Does your restaurant have a bar area that is distinct and separate from the dining area? ☒ YES ☐ No
(If yes, what percentage of the public floor space does this area cover?) 15 %
- What percentage of your public premises is used primarily for restaurant dining?
(Do not include kitchen, bar, hi-top tables, or game area.) 50 %

'22 MAR 22 Lir. Lic. AM 8 23

8. Does your restaurant contain any games, televisions, or any other entertainment? ☒ YES ☐ No
(If yes, specify what types and how many (examples: 4-TV's, 2-Pool Tables, 1-Video Game, etc.)

6-TV's

9. Do you have live entertainment or dancing? ☒ YES ☐ No
(If yes, what type and how often 8.5
example: DJ-2 x a week, Karaoke-2 x a month, Live Band-1 x a month, etc.)

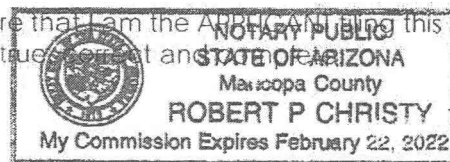
DJ 1x a week

10. Use space below to list how many employees for each position to fully staff your business.

Position	How many
Cooks	2
Bartenders	2
Hostesses	1
Managers	1
Servers	2
Other ()	
Other ()	
Other ()	

I, Theressa Miller, hereby declare that I am the APPLICANT of this application.
I have read this application and the contents and all statements true, correct and

X [Signature]
(Signature of APPLICANT)



NOTARY

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this 14 day of Feb 2022
Day Month Year

My Commission Expires on: 02-22-2022
Date

[Signature]
Signature of Notary Public



Arizona Department of Liquor Licenses and
Control

800 W Washington 5th Floor
Phoenix, AZ 85007-2934
www.azliquor.gov
(602) 542-5141

22 MAR 22 Liq. Lic. AM 8:23

RECORDS REQUIRED FOR AUDIT

Applies to Series 11 (Hotel/Motel W/Restaurant) & Series 12 (Restaurant) Only

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

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

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

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

- A. All documents which support the income derived from the sale of food off the license premises.
- B. All documents which support purchases made for food to be sold off the licensed premises.
- C. All coupons/specials/discounts

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

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

A.R.S. §4-210(A)7

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

A.R.S. §4-205.02(G)

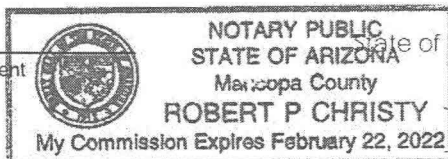
For the purpose of this section:

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

NOTARY

I, (Print Full Name) Theressa Miller, have read and understand all aspects of this statement

X (Signature) [Signature]
Controlling Person / Agent



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

My commission expires on: 02-22-2022

14 of Feb 2022
Day Month Year

[Signature]
Signature of NOTARY PUBLIC

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

Entrees

JERK CHICKEN ♦

A Jamaican delight, spicy delicious chicken grilled with a unique combination of spices from the island. Served with your choice of 2 side items, plantain and festival.....

12.99

CURRY CHICKEN

Tender chicken simmered in flavorful curry. Served with your choice of 2 side items, plantain and festival.....

11.99

BROWN STEW CHICKEN

Chicken stewed in a flavorful brown sauce. Served with your choice of 2 side items, plantain and festival.....

11.99

JAMAICAN FRIED CHICKEN

Chicken seasoned and fried to perfection. Your meal includes a leg quarter (leg and thigh), 2 sides, a festival and plantain.....

12.99

CURRY GOAT

Goat meat simmered in flavorful curry. Served with your choice of 2 side items, plantain and festival.....

19.99

OXTAIL

Flavorful cuts of beef stewed in a brown sauce. Served with your choice of 2 side items, plantain and festival.....

23.99

TILAPIA MEAL

Soft, flaky tilapia cooked the way you want it. Choose from Curry, Coconut Curry, Brown Stew, Escovitch, or Jerk. Served with your choice of 2 side items, plantain and festival.....

14.99

SNAPPER

Whole Red Snapper prepared either escovitch, brown stew, or steamed. Served with your choice of 2 side items, plantain and festival.....

24.99

VEGGIE MEAL

Rice and peas, steamed cabbage (contains butter), coleslaw, plantains, and festival.....

11.99

VEGAN MEAL

Rice and peas, steamed cabbage, coleslaw, plantains, and festival. No butter or animal products used.....

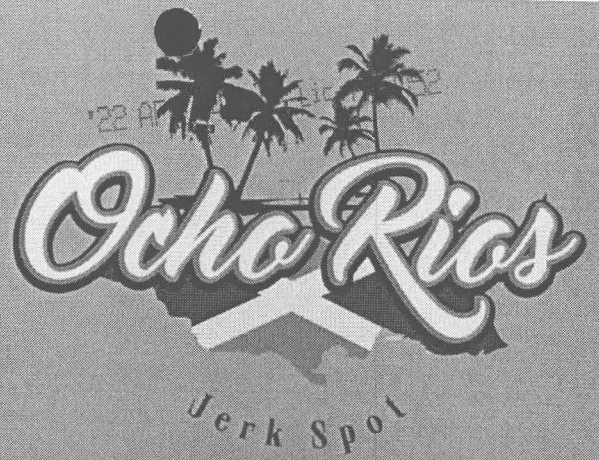
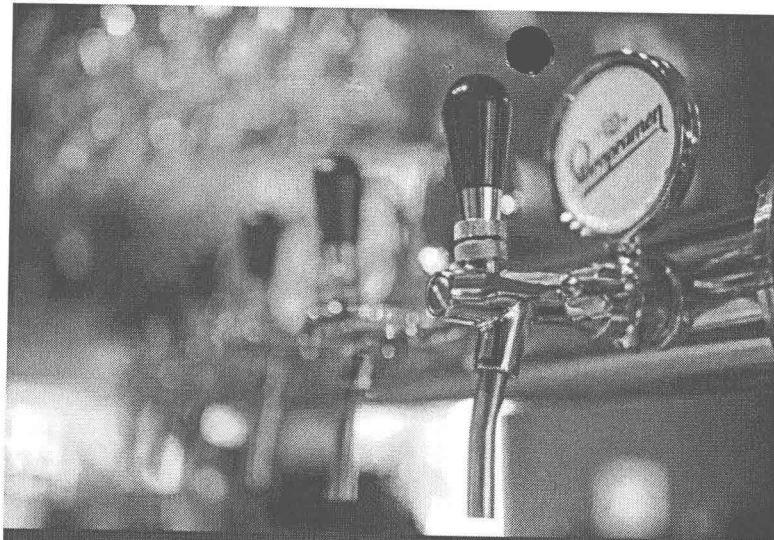
11.99

JERK PORK ♦

Sweet, spicy pork cooked on a charcoal grill. Served with your choice of 2 side items, plantain, and festival.....

16.99

'22 MAR 22 11:47. Lic. AM 8 122



JAMAICAN SODAS

Pineapple	\$3.50
Kola Champagne	\$3.50
Pine-Ginger	\$3.50
Cream Soda	\$3.50
Ginger Beer	\$3.75
Orange	\$3.50
Grape	\$3.50
Ting	\$4.45
Pink Ting	\$4.45

SODAS

Coke	\$1.50
Sprite	\$1.50
Dr. Pepper	\$1.50





Sides

RICE & PEAS

.....\$4.00

WHITE RICE

.....\$3.50

STEAM CABBAGE

.....\$4.00

JAMAICAN COLESLAW

.....\$4.00

MAC & CHEESE

.....\$4.00

PLANTAINS

Sweet plantains fried to golden perfection.....\$4.00

FESTIVAL

Traditional Jamaican fried bread with a hint of sweetness.\$4.00

POTATO SALAD

.....\$4.00

MAC & CHEESE

.....\$4.00

Extras

BREADFRUIT

.....\$5.00

BAMMY

.....\$5.00

BOILED BANANA

.....\$4.00

ROAST CORN

.....\$4.00

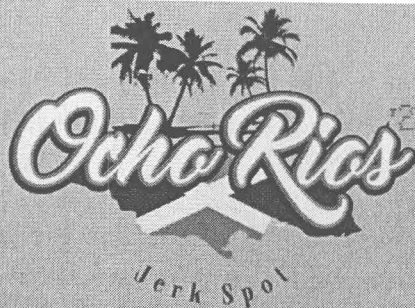
YAM

.....\$5.50

BOILED DUMPLING

.....\$4.00

Ocho Rios



22 APR 14 11:49 AM 2.52

PINE-GINGER

\$5.00 \$7.00

CARROT-GINGER

\$5.00 \$7.00

CUCUMBER

\$5.00 \$7.00

FRUIT PUNCH

\$6.00 \$8.00

MANGO

\$5.00 \$7.00

SOURSOP WITH LIME & SUGAR

\$6.00 \$8.00

SOURSOP WITH MILK

\$6.00 \$8.00

SORREL

\$5.00 \$7.00

SORREL WITH RUM

\$6.00 \$8.00

IRISH MOSS

\$6.00 \$8.00

NATURAL
JUICE

Desserts

Menu

Coconut Rum Cake

\$8.00

Jamaican Rum/Black Cake

\$9.00

Banana Bread

\$7.00

Sweet Potato Pudding

\$7.00

Grapenut Ice Cream

\$6.00

Soursop Ice Cream

\$6.00

Guinness Ice Cream

\$6.00

Rum & Raisin Ice Cream

\$6.00



Ocho Rios



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

22 APR 14 147. Lic. PH 3 01

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

805173

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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

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

QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 184099

1. Check the Appropriate Box →

☒ Controlling Person

☒ Agent

☐ Premises Manager

(complete all questions except #12)

2. Name: Miller Theressa Cavita Birth Date: [REDACTED]
Last First Middle

3. Social Security # [REDACTED] Driver License # [REDACTED] State: AZ

4. Place of birth: Kingstown, St. Vincent and the Grenadines Height: 5'2" Weight: 200lb Eyes: Brown Hair: Black
City State COUNTRY (not county)

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency: 8/1998

7. Daytime telephone number: 480-294-2058 E-mail address: richardscce@yahoo.com

8. Business Name: Ocho Rios Jerk Spot - West Business Phone: 480-294-2058

9. Business Location Address: 13291 W. McDowell Rd FEZ Goodyear, AZ 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2017	CURRENT	Ocho Rios Jerk Spot	Own Business 4220 W. Northern Ave Phx, AZ 85051
5/2006	current	Registered Nurse	Honor Health 7400 E. Osborn Rd Scottsdale, AZ

(ATTACH ADDITIONAL SHEET IF NECESSARY)



22 MAR 22 Liq. Lic. AM 8:23

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

QUESTIONNAIRE
A.R.S. §4-202, 4-210
Type or Print with Black Ink

805-173

The fees allowed by R19-1-102 will be charged for all dishonored checks.

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

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QUESTIONNAIRE IS TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT AND MANAGER BEING DISCLOSED TO THE DEPARTMENT. EACH PERSON COMPLETING THIS FORM MUST SUBMIT A BLUE OR BLACK LINED FINGERPRINT CARD ALONG WITH A \$22 FEE. FINGERPRINTS MUST BE DONE BY A LAW ENFORCEMENT AGENCY OR BONA FIDE FINGERPRINT SERVICE. FOR AN ADDITIONAL \$13 FEE, FINGERPRINTS MAY BE DONE AT THE DEPARTMENT OF LIQUOR WHEN ACCOMPANIED BY A COMPLETED APPLICATION.

Liquor License#: 184099

1. Check the
Appropriate
Box →

☒ Controlling Person

☐ Agent

☐ Premises Manager
(complete all questions except #12)

2. Name: Miller Theressa Cavita Birth Date: [REDACTED]
Last First Middle (NOT a public record)

3. Social Security #: [REDACTED] Driver License #: [REDACTED] State: AZ

4. Place of birth: Kingstown, St. Vincent Height: 5'2" Weight: 200lb Eyes: Brown Hair: Black
City State COUNTRY (not county)

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

6. Are you a bona fide resident of Arizona? ☒ Yes ☐ No If yes, what is your date of residency:

7. Daytime telephone number: 480-294-2058 E-mail address: ochariascc@yahoo.com

8. Business Name: Ocho Rios Jerk Spot - West Business Phone: 480-294-2058

9. Business Location Address: 13291 W. McDowell Rd EEZ Goodyear, AZ 85395
Street (do not use PO Box) City State County Zip

10. List your employment or type of business during the past five (5) years. If unemployed, retired, or student, list residence address.

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYERS NAME OR NAME OF BUSINESS (Street Address, City, State & Zip)
10/2017	CURRENT	Ocho Rios Jerk Spot	Own Business
5/2006	current	Registered Nurse	Honor Health 7400 E. Osborn Rd Scottsdale, AZ

(ATTACH ADDITIONAL SHEET IF NECESSARY)

11. Provide your residence address information for the last five (5) years: A.R.S. §4-202(D)

FROM Month/Year	TO Month/Year	RESIDENTIAL Street Address
9/2020	CURRENT	12513 W. Peck Ave Litchfield Park, AZ 85340
9/2019	9/2020	45438 W. Guilder Ave Maricopa, AZ 85319
5/2011	9/2020	42462 W. Avela Dr. Maricopa, AZ 85318

(ATTACH ADDITIONAL SHEET IF NECESSARY)

12. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, then answer #13 below. If NO, skip to #14. ☒ Yes ☐ No
13. Have you attended a DLLC approved Basic & Management Liquor Law Training Course within the past 3 years? ☒ Yes ☐ No
14. Have you been cited, arrested, indicted, convicted, or summoned into court for violation of ANY criminal law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past five (5) years? ☐ Yes ☒ No
15. Are there ANY administrative law citations, compliance actions or consents, criminal arrests, indictments or summonses pending against you? (Do not include civil traffic tickets.) A.R.S. §4-202, 4-210 ☐ Yes ☒ No
16. Has anyone EVER obtained a judgement against you the subject of which involved fraud or misrepresentation? ☐ Yes ☒ No
17. Have you had a liquor application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No
18. Has an entity in which you are or have been a controlling person had an application or license rejected, denied, revoked or suspended in or outside of Arizona within the last five years? A.R.S. §4-202(D) ☐ Yes ☒ No

If you answered "YES" to any Question 14 through 18 YOU MUST attach a signed statement.
Give complete details including dates, agencies involved and dispositions.

CHANGES TO QUESTIONS 14-18 MAY NOT BE ACCEPTED

NOTARY

I (Print Full Name) Theressa Miller hereby declare that I am the Agent/ Controlling Person / Premises Manager filing this application. I have read this document and verify the contents and all statements are true, correct and complete, to the best of my knowledge.

Signature: [Signature]

State of Arizona County of Maricopa

The foregoing instrument was acknowledged before me this

14

Day of

Feb

Month

2022

Year

My Commission Expires

NOTARY PUBLIC
STATE OF ARIZONA

Maricopa County

ROBERT P. CHRISTY

My Commission Expires February 22, 2022

[Signature]
Signature of Notary

The Licensee has authorized the person named on this questionnaire to act as manager for the above License.

PRINT NAME: Theressa Miller

SIGNATURE: [Signature]



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

**ARIZONA STATEMENT OF CITIZENSHIP
OR ALIEN STATUS FOR STATE PUBLIC BENEFITS**

Title IV of the federal Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (the "Act"), 8 U.S.C. § 1621, provides that, with certain exceptions, only United States citizens, United States non-citizen nationals, non-exempt "qualified aliens" (and sometimes only particular categories of qualified aliens), nonimmigrant, and certain aliens paroled into the United States are eligible to receive state, or local public benefits. With certain exceptions, a professional license and commercial license issued by a State agency is a State public benefit.

Arizona Revised Statutes § 41-1080 requires, in general, that a person applying for a license must submit documentation to the license agency that satisfactorily demonstrates the applicant's presence in the United States is authorized under federal law.

Directions: All applicants must complete Sections I, II, and IV. Applicants who are not U.S. citizens or nationals must also complete Section III.

Submit this completed form and a copy of one or more document(s) from the attached "Evidence of U.S. Citizenship, U.S. National Status, or Alien Status" with your application for license or renewal. If the document you submit does not contain a photograph, you must also provide a government issued document that contains your photograph. You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

SECTION I – APPLICANT INFORMATION

INDIVIDUAL OWNER/AGENT NAME (Print or type)

Theresa Miller

SECTION II – CITIZENSHIP OR NATIONAL STATUS DECLARATION

Are you a citizen or national of the United States?

☒ Yes

☐ No

If **Yes**, indicate place of birth:

City _____ State (or equivalent) Kingstown Country or Territory St. Vincent and the Grenadines

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

2) Name of document: _____
Go to Section IV.

AZ Driver's license

If you answered **No**, you must complete Section III and IV.

SECTION III – ALIEN STATUS DECLARATION

22 APR 14 04:14 AM 302

To be completed by applicants who are not citizens or nationals of the United States. Please indicate alien status by checking the appropriate box. Attach a legible copy of a document from the attached list or other document as evidence of your status.

Name of document provided

Qualified Alien Status (8 U.S.C. §§ 1621(a)(1), -1641(b) and (c))

- ☐ 1. An alien lawfully admitted for permanent residence under the Immigration and Nationality Act (INA)
- ☐ 2. An alien who is granted asylum under Section 208 of the INA.
- ☐ 3. A refugee admitted to the United States under Section 207 of the INA.
- ☐ 4. An alien paroled into the United States for at least one year under Section 212(d)(5) of the INA.
- ☐ 5. An alien whose deportation is being withheld under Section 243(h) of the INA.
- ☐ 6. An alien granted conditional entry under Section 203(a)(7) of the INA as in effect prior to April 1, 1980.
- ☐ 7. An alien who is a Cuban/Haitian entrant.
- ☐ 8. An alien who has, or whose child or child's parent is a "battered alien" or an alien subject to extreme cruelty in the United States.

Nonimmigrant Status (8 U.S.C. § 1621(a)(2))

- ☐ 9. A nonimmigrant under the Immigration and Nationality Act [8 U.S.C § 1101 et seq.] Non immigrants are persons who have temporary status for a specific purpose. See 8 U.S.C § 1101(a)(15).

Alien Paroled into the United States for Less Than One Year (8 U.S.C. § 1621(a)(3))

- ☐ 10. An alien paroled into the United States for less than one year under Section 212(d)(5) of the INA

Other Persons (8 U.S.C § 1621(c)(2)(A) and (C))

- ☐ 11. A nonimmigrant whose visa for entry is related to employment in the United States, or
- ☐ 12. A citizen of a freely associated state, if section 141 of the applicable compact of free association approved in Public Law 99-239 or 99-658 (or a successor provision) is in effect [Freely Associated States include the Republic of the Marshall Islands, Republic of Palau and the Federate States of Micronesia, 48 U.S.C. § 1901 *et seq.*];
- ☐ 13. A foreign national not physically present in the United States.

Otherwise Lawfully Present

- ☐ 14. A person not described in categories 1-13 who is otherwise lawfully present in the United States.

PLEASE NOTE: The federal Personal Responsibility and Work Opportunity Reconciliation Act may make persons who fall into this category ineligible for licensure. See 8 U.S.C. § 1621(a).

SECTION IV - DECLARATION

22 APR 14 11:47 AM 3 02

All applicants must complete this section.

I declare under penalty of perjury under the laws of the state of Arizona that the answers and evidence I have given are true and correct to the best of my knowledge.

Theressa Miller

Individual Owner/Agent Printed Name

[Signature]

Individual Owner/Agent Signature

4/14/2022

Today's Date

EVIDENCE OF U.S. CITIZENSHIP, U.S. NATIONAL STATUS, OR ALIEN STATUS

You must submit supporting legal documentation (i.e. marriage certificate) if the name on your evidence is not the same as your current legal name.

Evidence showing authorized presence in the United State includes the following:

1. An Arizona driver license issued after 1996 or an Arizona non-operating identification card.
2. A driver license issued by a state that verifies lawful presence in the United States.
3. A birth certificate or delayed birth certificate showing birth in one of the 50 states, the District of Columbia, Puerto Rico (on or after January 13, 1941), Guam, the U.S. Virgin Islands (on or after January 17, 1917), American Samoa, or the Northern Mariana Islands (on or after November 4, 1986, Northern Mariana Islands local time)
4. A United States certificate of birth abroad.
5. A United States passport. ***Passport must be signed***
6. A foreign passport with a United States visa.
7. An I-94 form with a photograph.
8. A United States citizenship and immigration services employment authorization document or refugee travel document.
9. A United States certificate of naturalization.
10. A United States certificate of citizenship.
11. A tribal certificate of Indian blood.
12. A tribal or bureau of Indian affairs affidavit of birth.
13. Any other license that is issued by the federal government, any other state government, an agency of this state or a political subdivision of this state that requires proof of citizenship or lawful alien status before issuing the license.

22 MAY 5 11:47 PM 4

ARIZONA

Driver License

Number [REDACTED]

Expires

12/07/2044

Date of Birth

Issued

04/17/2014

THERESSA CAVITA MILLER
42462 W AVELLA DR
MARICOPA AZ 85138-3026

Class D

Sex F

Eyes BRO

Height 5-03

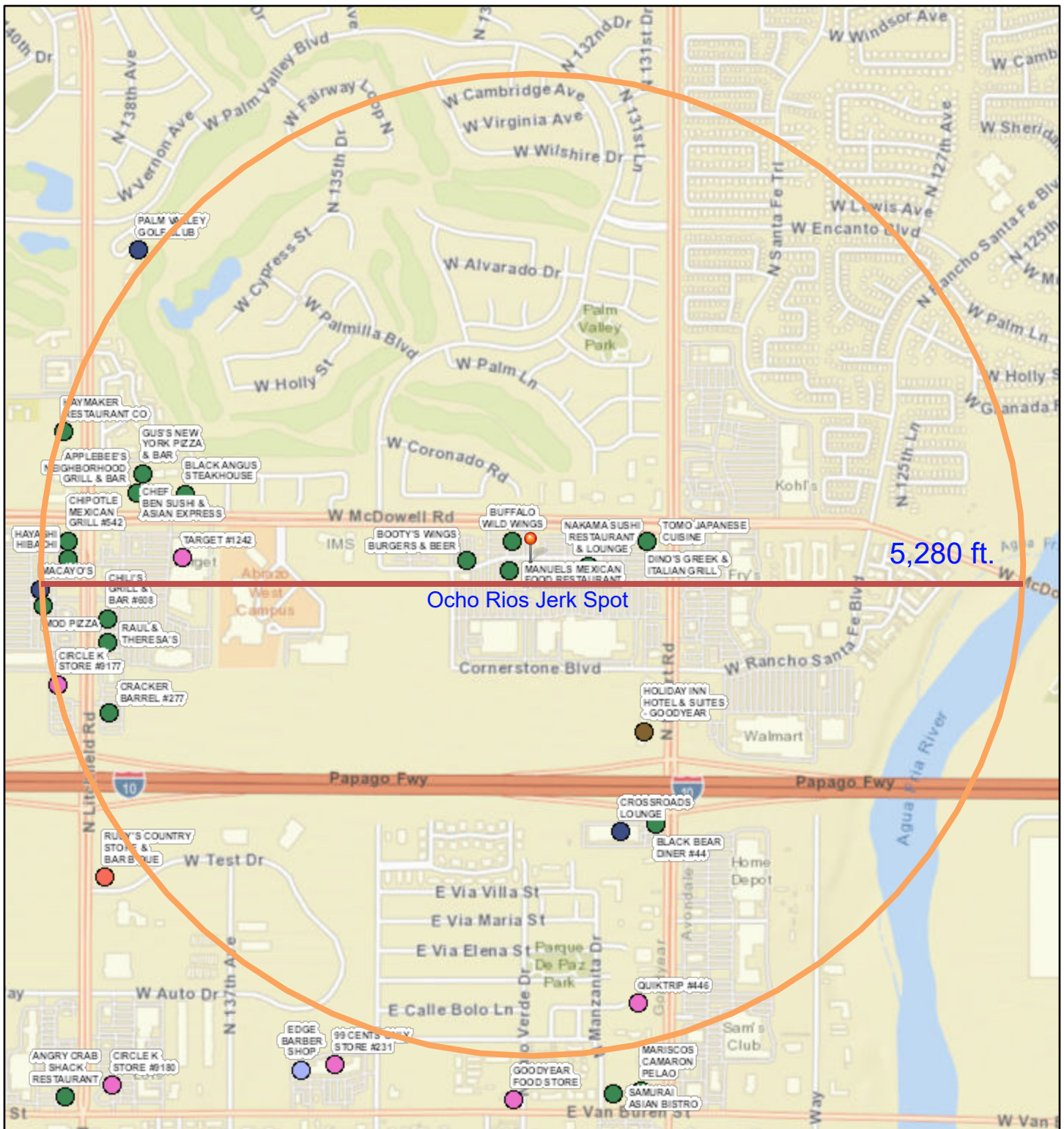
Hair BK

Weight 175

Theresa Miller



Liquor License Evaluation - Ocho Rios Jerk Spot



5/10/2022, 3:42:17 PM

1:18,056

September 2021 Liquor License Locations

BYOB

Bar

Beer & Wine Bar

Beer and Wine Store

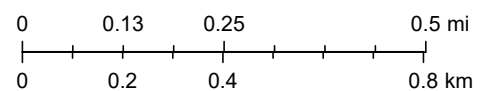
Beer and Wine Store Sampling

Government

Hotel

Liquor Store

Liquor Store Sampling



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, City of Goodyear

Clerk and Recorder
City of Goodyear

Liquor Licenses within One Mile

Applicant Address: 13291 W MCDOWELL RD, Goodyear, 85395

Business Name	Address	Distance from Applicant Address	License Series
Liquor Establishments			
MANUELS MEXICAN FOOD RESTAURANT	13319 W MCDOWELL Road	244.15	12
BUFFALO WILD WINGS	13311 W MCDOWELL Road	360.91	12
NAKAMA SUSHI RESTAURANT & LOUNGE	13215 W MCDOWELL Road STE D-3	602.34	12
BOOTY'S WINGS BURGERS & BEER	13375 W MCDOWELL Road STE 101	715.371	12
DINO'S GREEK & ITALIAN GRILL	1550 N DYSART Road #B8	1265.09	12
TOMO JAPANESE CUISINE	1550 N DYSART Road #A7 A8 A9	1265.09	12
HOLIDAY INN HOTEL & SUITES - GOODYEAR	1188 N DYSART Road	2106.58	11
CROSSROADS LOUNGE	950 N DYSART Road	2963.03	6
BLACK BEAR DINER #44	980 DYSART Road	3034.62	12
TARGET #1242	1515 N LITCHFIELD Road	3741.31	10
BLACK ANGUS STEAKHOUSE	13766 W MCDOWELL Road	3799.49	12
GUS'S NEW YORK PIZZA & BAR	13824 W MCDOWELL Road #A100	4299.83	12
CHEF BEN SUSHI & ASIAN EXPRESS	13824 W MCDOWELL Road STE 107	4299.83	12
APPLEBEE'S NEIGHBORHOOD GRILL & BAR	13832 W MCDOWELL Road	4314.83	12
CHILI'S GRILL & BAR #608	1371 N LITCHFIELD Road	4571.66	12
RAUL & THERESA'S	1363 N LITCHFIELD Road	4620.32	12
CRACKER BARREL #277	1209 N LITCHFIELD Road	4781.86	12
QUICKTRIP #446	550 N DYSART Road	4782	10
CHIPOTLE MEXICAN GRILL #542	1560 N LITCHFIELD Road	4971.63	12
HAYASHI HIBACHI	1480 N LITCHFIELD Road	4973.86	12
CIRCLE K STORE #9177	1264 N LITCHFIELD Road	5222.92	10
HAYMAKER RESTAURANT CO	1800 N LITCHFIELD Road	5230.49	12
MOD PIZZA	1380 N LITCHFIELD RD K3A	5246.21	12
MACAYO'S	1474 N LITCHFIELD Road	5264.21	6

Places of Worship			
River City Church	1781 N CENTRAL AVE	3210.56	

Schools			
N/A			

Series Legend:

Alternating Proprietorship (20)
 Bar (6)
 Beer & Wine Bar (7)
 Beer & Wine Store (10)
 Beer & Wine Store (10) with Sampling Privileges
 Private Club (14)
 Conveyance (8)
 Craft Distiller (18)
 Custom Crush (21)
 Direct Shipment (17W)
 Government (5)
 Hotel (11)
 Producer: In State (1)
 Producer: Out of State (2)
 Producer: Limited out of State (2L)
 Producer: Out of State Winery (2W)
 Producer: Out of State Microbrewery (2M)
 Liquor Store (9)
 Liquor Store (9) with Sampling Privileges
 Microbrewery (3)
 Restaurant (12)
 Restaurant (12) with Growler Privileges
 Special Event Contractor (SEC)
 Wholesaler (4)
 Winery (13)
 Tasting Room (19)

ITEM #: 4.
DATE: 06/06/2022
AI #:933



CITY COUNCIL ACTION REPORT

**SUBJECT: REMOVE A MEMBER FROM THE PARKS AND RECREATION
ADVISORY COMMISSION**

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Annie Roberts has multiple absences from the Parks and Recreation Advisory Committee (PRAC).

Recommendation

Remove Annie Roberts from the Parks and Recreation Advisory Committee. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no fiscal impact with this action.

BACKGROUND AND PREVIOUS ACTIONS

Annie Roberts has more than 3 consecutive unexcused absences from the PRAC. The Boards, Commission, Committees Process approved by Council states that a vacancy shall be deemed to have occurred after three consecutive absences.

STAFF ANALYSIS

Due to the intense work being done by the PRAC at this time, it is imperative that every member remain active and engaged.

ITEM #: 5.
DATE: 06/06/2022
AI #:608



CITY COUNCIL ACTION REPORT

SUBJECT: SMART CITY MASTER PLAN

STAFF PRESENTER(S): Justin Fair, Chief Information Officer

SUMMARY

This request is to receive approval from Council to proceed with the Goodyear Smart City Master Plan. The feedback from the work session with Council has been incorporated into the master plan.

Recommendation

Approve the Goodyear Smart City Master Plan. (Justin Fair, Chief Information Officer)

FISCAL IMPACT

There is no direct budget impact from this item. The Goodyear Smart City Master Plan does not request approval for specific projects, but it provides a strategy to review products which may have smart city strategic implications.

BACKGROUND AND PREVIOUS ACTIONS

As a result of a Council work session in 2018 there was support for investigating a smart city strategy that was appropriate for the City of Goodyear. In 2019, the City of Goodyear joined the Connective, a Smart Region consortium, to engage and be involved to better understand how other benchmark cities and partners are aligning with smart city technologies and strategies.

With the FY2022-2024 Strategic Plan adopted by Council in May 2021, the new strategic plan included a measure to Develop a Smart City Master Plan with the goal of developing a plan to leverage technology and data analytics solutions by the end of FY2022. In October 2021, a work session was held with Council to capture feedback on proposed Goodyear Smart City Master Plan definitions, goals and focus areas.

STAFF ANALYSIS

The Goodyear Smart City Master Plan outlines a definition of what a smart city means to the City of Goodyear and why it is important. The master plan also establishes structure and process for projects to be evaluated for alignment with smart city strategies to assist in determining value and prioritization.

Staff integrated feedback provided by Council during the October 2021 work session into the

Goodyear Smart City Master Plan. Emphasis on integrating data as a key component to measure success was included in the final definition as well as the smart city categories.

The Goodyear Smart City Master Plan identifies seven categories to evaluate projects for alignment with smart city strategies. These categories are:

1. Public Safety: Smart technology to improve safety and emergency preparedness
2. Mobility: Smart technologies for safer and efficient travel
3. Infrastructure: Smart Infrastructure for tomorrow
4. Economy: Technologies to improve services while saving time and money
5. Community: Technology to improve how we communicate and engage with our residents and businesses
6. Environment: Using smart technology to improve our environment
7. Data: Improve data sharing and use data analytics to provide meaningful information for decision-making

Following approval of the Goodyear Smart City Master Plan, a copy will be publicly available with other Master Plans on the city website. Information Technology will establish the smart city governance structure necessary to support project evaluation and communicate the new Goodyear Smart City Master Plan to city employees for awareness.

Attachments

2022 Goodyear Smart City Master Plan

CITY OF Goodyear



Smart City Master Plan

Tentative Approval Date: June 6, 2022



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Executive Summary

Smart cities take advantage of advanced technologies, data, and intelligent services to enhance a city's capacity to perform and respond to problems. They improve and automate different city functions, from transportation and waste management services, to permitting processes, and contract management. Smart initiatives are known to generate jobs and increase citizen satisfaction through improved services. They help improve traffic, energy efficiency, and other quality of life factors that produce public value. Ultimately, smart city initiatives can help the city monitor its environment, connect with residents, reduce spending, realize efficiencies, compete for economic resources, attract new business investment, and make informed decisions using data.

Today, there are mature and growing cities across the world, nation, state, and region that incorporate smart technologies, adopt, and evaluate smart plans and initiatives, and put smart policies into practice. Locally, the cities of Mesa and Scottsdale have adopted smart city plans. Tempe, Tucson, Yuma, Phoenix, Flagstaff, Gilbert have identified smart initiatives and individual projects to pursue. In 2018, fourteen cities in Greater Phoenix (including Goodyear) came together with partnering agencies to create the Greater Phoenix Smart Region Consortium called The Connective.

With the region's new focus on smart cities, it was important that the city better understand what smart cities meant to Goodyear. In 2020, Goodyear set out on a journey to learn about smart cities and envision its very own Smart City Master Plan. The city created a Smart City Steering Committee to guide the process. The committee conducted research on smart cities, established best practices for the creation of a smart city master plan, assessed the city's assets, and collected feedback from departments and leadership on potential smart projects and technologies that may be valuable to the city. In October of 2021, a work session with City Council occurred to capture feedback on the proposed master plan. The end result of these efforts led to the creation of the Goodyear Smart City Master Plan, which shares insights into what the city is doing and hopes to accomplish by taking advantage of smart technology and exploring the value and success of future smart initiatives.

The Goodyear Smart City Master Plan provides a framework for the evaluation and management of potential smart city initiatives identified as a solution to a business need. The master plan establishes categories under which projects can be considered as smart, and how the projects and advanced technologies may help address problems with data driven success goals identified by departments.

By encouraging departments to explore smart solutions and recommending smart city goals and projects, the city hopes to realize the value of smart investments in Goodyear communities. Becoming a smart city is not driven by a desire to invest in new and innovative technologies, but rather a desire to offer the best and most efficient services to our residents, visitors, and businesses.

Purpose

One of the FY22-24 Strategic Plan goals, as established by Council, was to Develop a Smart City Master Plan to leverage technology and data analytics solutions by the end of FY22.

Ultimately, smart city initiatives improve resident satisfaction by helping the city monitor its environment, connect with residents, reduce spending, realize efficiencies, compete for economic resources, and make informed decisions through the use of data.

Smart City Definition

One which utilizes partnerships, information technology, and data analytics to improve government services and enhance quality of life for residents and businesses.

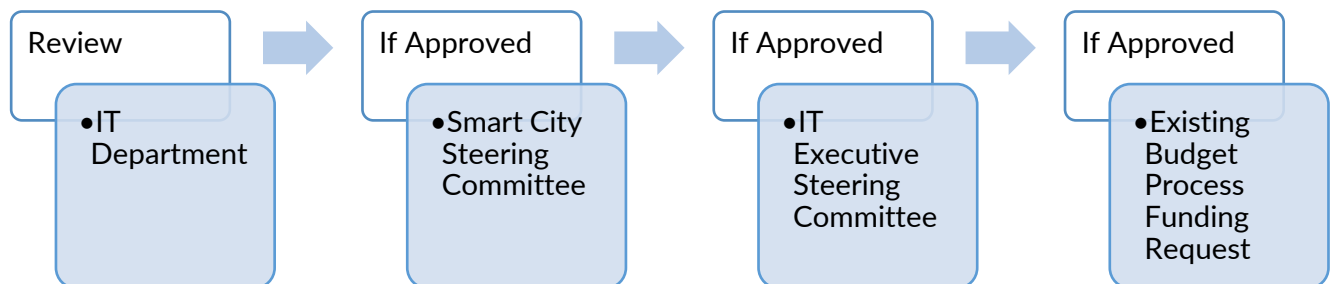
Smart City Master Plan Goal

A master plan that recommends technology projects that align with business-driven initiatives which measure success using data to inform and improve the City of Goodyear's ability to achieve operational goals, improve our services and engage our residents.

4

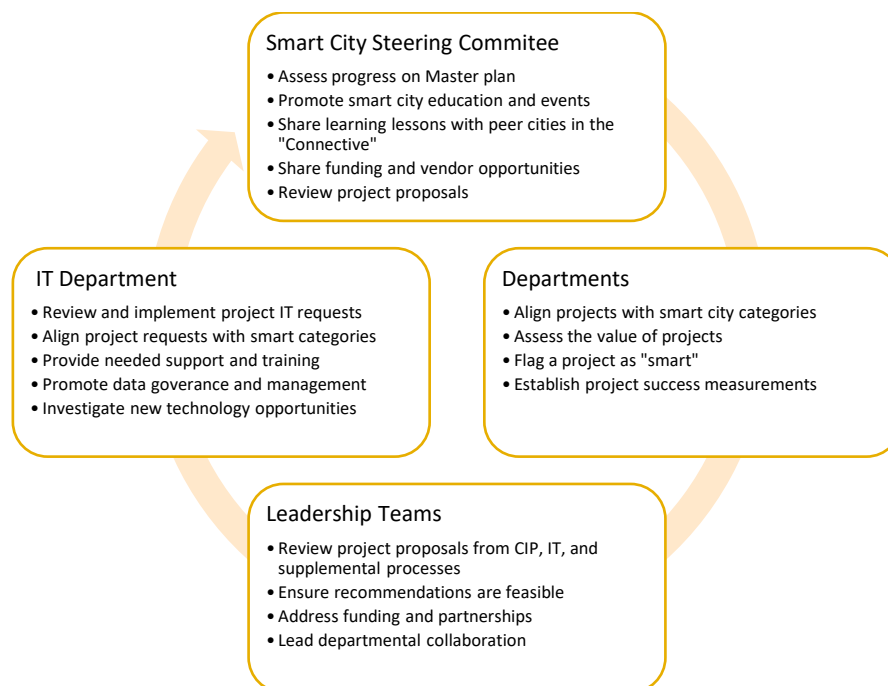
Smart City Governance Process

The Goodyear Smart City Master Plan does not encourage implementing smart technologies without a governance process. Smart technologies should only be deployed when a business need is identified with the opportunity to realize value and better achieve the city goals to improve responsiveness, efficiency, effectiveness, and equity for our residents. All requests for smart city projects will follow the approval process shown below.



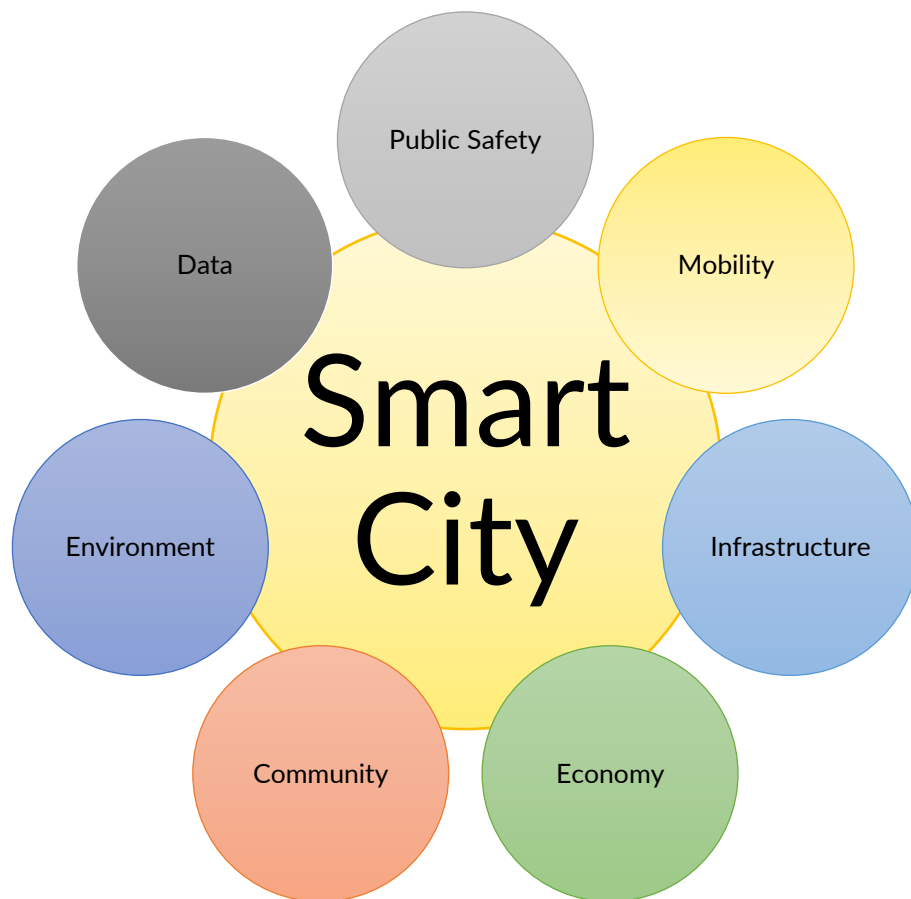
While there are different ways smart city recommendations can be implemented, it is important to understand how decisions about implementation and future recommendation proposals might fit into a larger ecosystem of stakeholders. This proposed implementation process will be key to success in terms of pursuing existing recommendations, exploring newly identified recommendations, and introducing innovative ideas not seen in the plan. Ideally the process will take advantage of ongoing exposure to smart initiatives, which may encourage creativity and innovation in solving current and future problems in the city.

The diagram below depicts the roles of different stakeholders who may be involved in implementing the Smart City Goodyear Masterplan. Importantly, not only will participating departments, the IT department, and executive leadership assist in selection and implementation of individual recommendations, but the Smart City Steering Committee should continue to provide guidance and assistance. The committee will bridge communications with the Greater Phoenix Smart Region Consortium (The Connective), answer relevant questions about smart cities, bridge gaps in information, share events and opportunities for partnerships, communicate important smart city regional updates, and help evaluate and communicate progress and successes of smart city initiatives.



Seven Smart City Categories

The Smart City Steering Committee worked with City Council through a work session and liaisons from each city department to identify the seven smart categories, shown below, that smart city projects could fall under. Each consecutive page of this document will discuss each category and associated projects that could be pursued thru the previously outlined governance process.

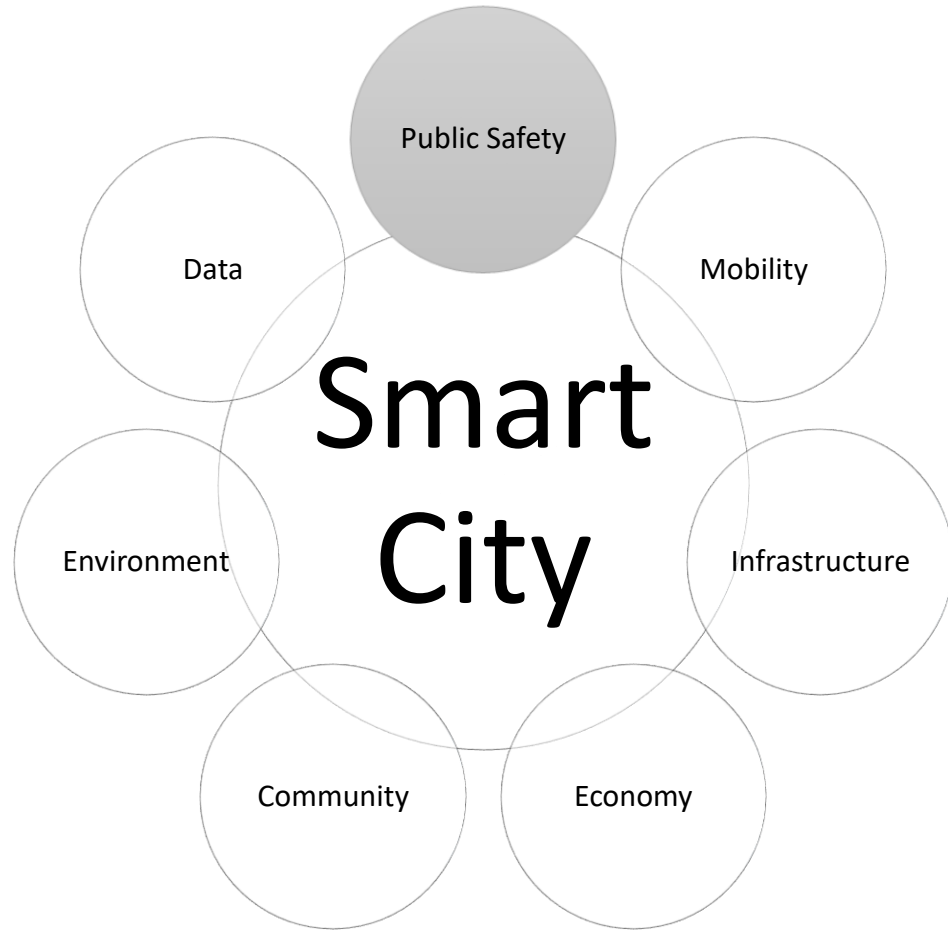


Smart Public Safety

Definition: Smart technology to improve safety and emergency preparedness. The city will seek to use technology for safer streets, businesses, and neighborhoods

Sample Projects:

FirstNet	Automated Vehicle Locator	Alternative Data Sites
Real Time Crime Command Centers	Gunshot Detection Sensors	Mobile Cell Site Simulator
Live911	Crime Reporting Digital Kiosks	Realtime Body Worn Cameras
Updated Body Worn Cameras	Dragon Speech Recognition Solutions	

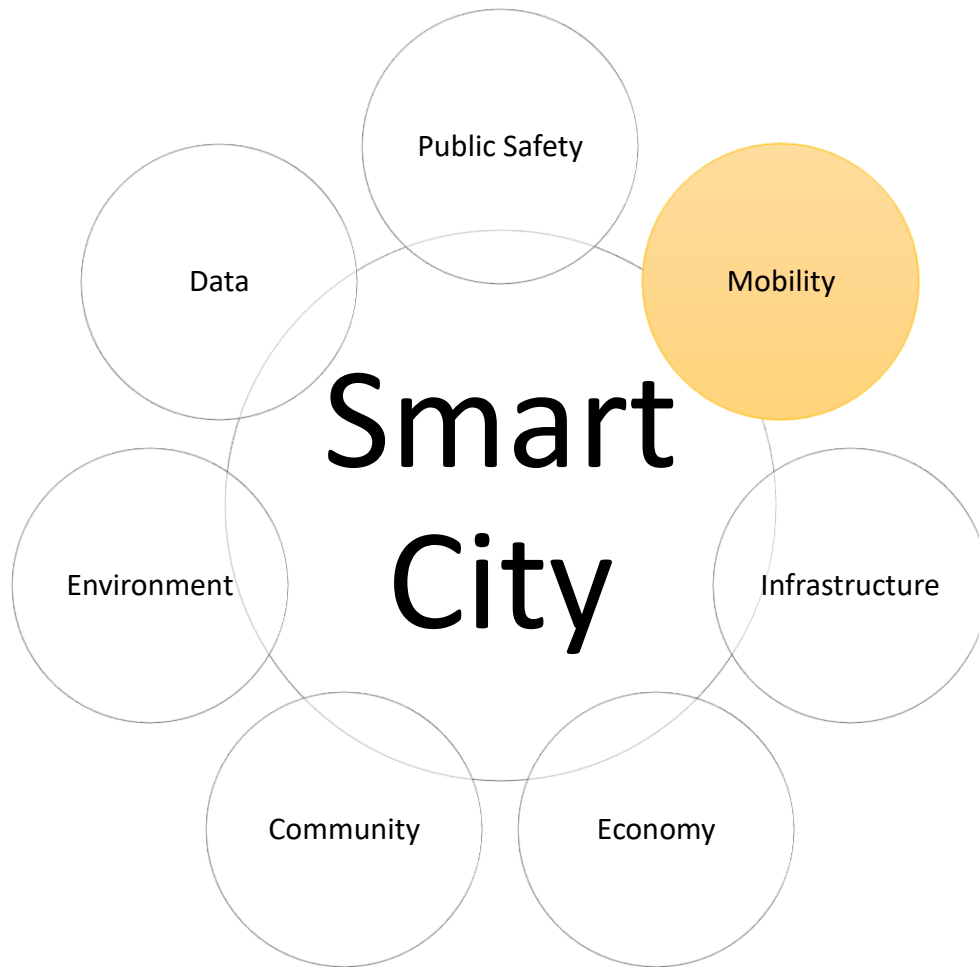


Smart Mobility

Definition: The city will seek to use technology for safer streets and more efficient transportation

Sample Projects:

Intelligent Transportation Systems	Smart Traffic Signal Controllers	Smart Traffic Light Intersection Video Surveillance and Analytics Systems
Smart Traffic Lights with Opticom System	Access Control Systems	Digital Information Kiosks

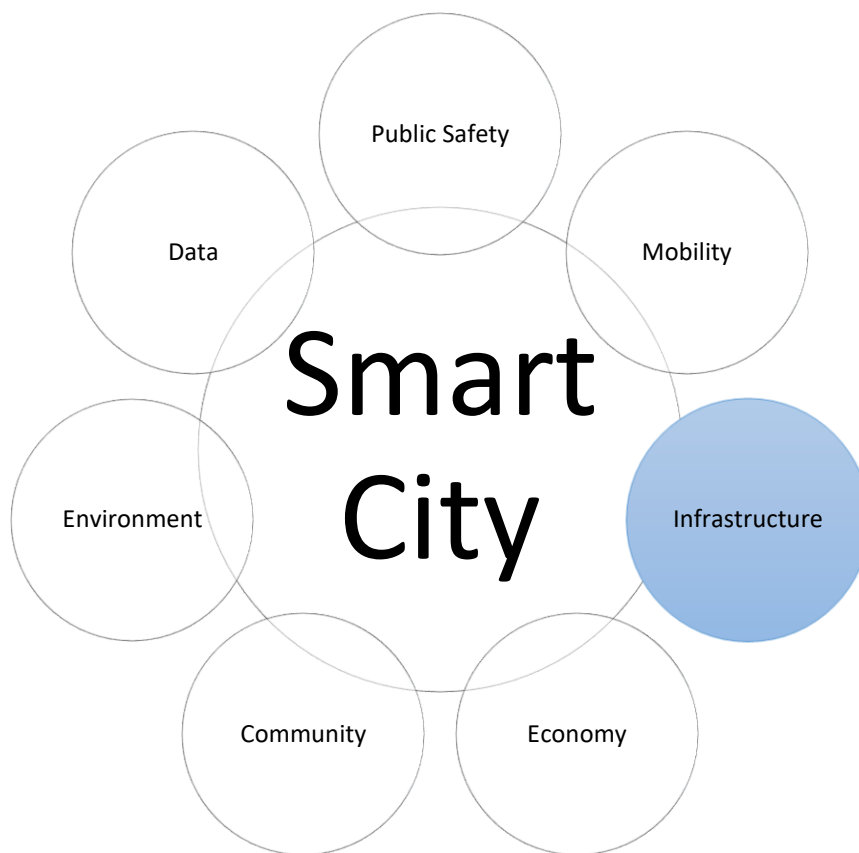


Smart Infrastructure

Definition: Smart Infrastructure for tomorrow. The city will seek to use technology to expand internet and wireless connectivity in the city

Sample Projects:

Coordinated Smart Connectivity Initiatives	Broadband Study	Public wifi accessibility
Partnerships with Service Providers		

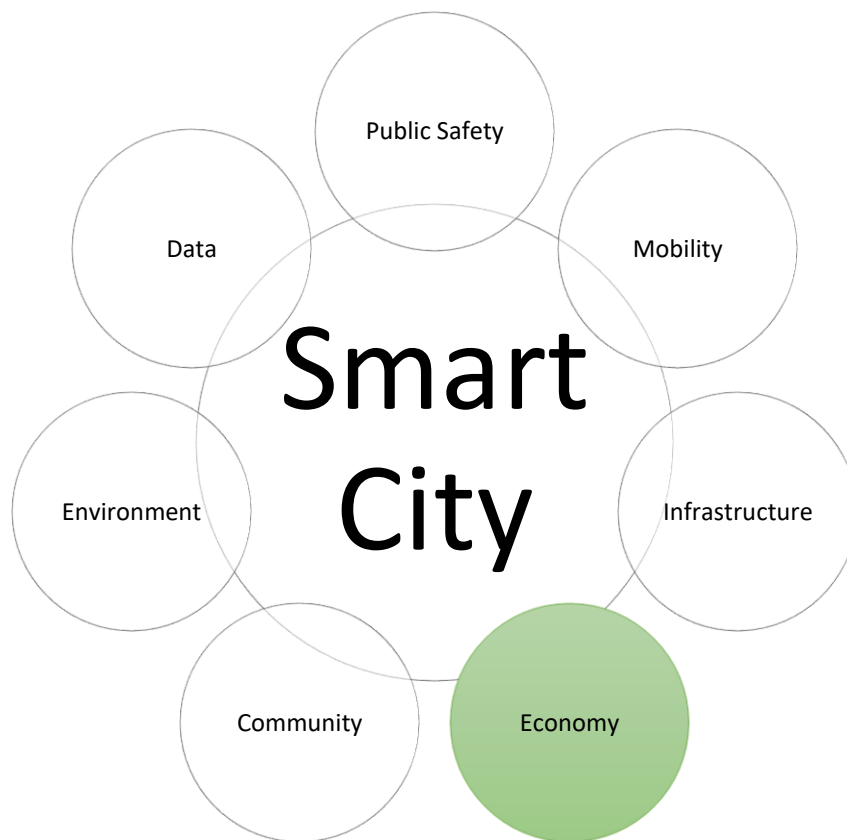


Smart Economy

Definition: Technologies to improve services while saving time and money. The city will seek to use technology to provide better services while saving time and money

Sample Projects:

E-signature Initiative	Smart Connected Workforce	Smart Learning
Smart Mobile HR	Advanced GPS and Fleet Tracking Software	Mobile Talk to Text Technology
Inventory Control System	Citizen Inquiry Tracking System	Smart Grant Management
Smart Contract Management	Budget and Finance Automation	Legal Services Automation
Budgeting system integration and automation	Smarter Permitting System	CIP Planning Tool

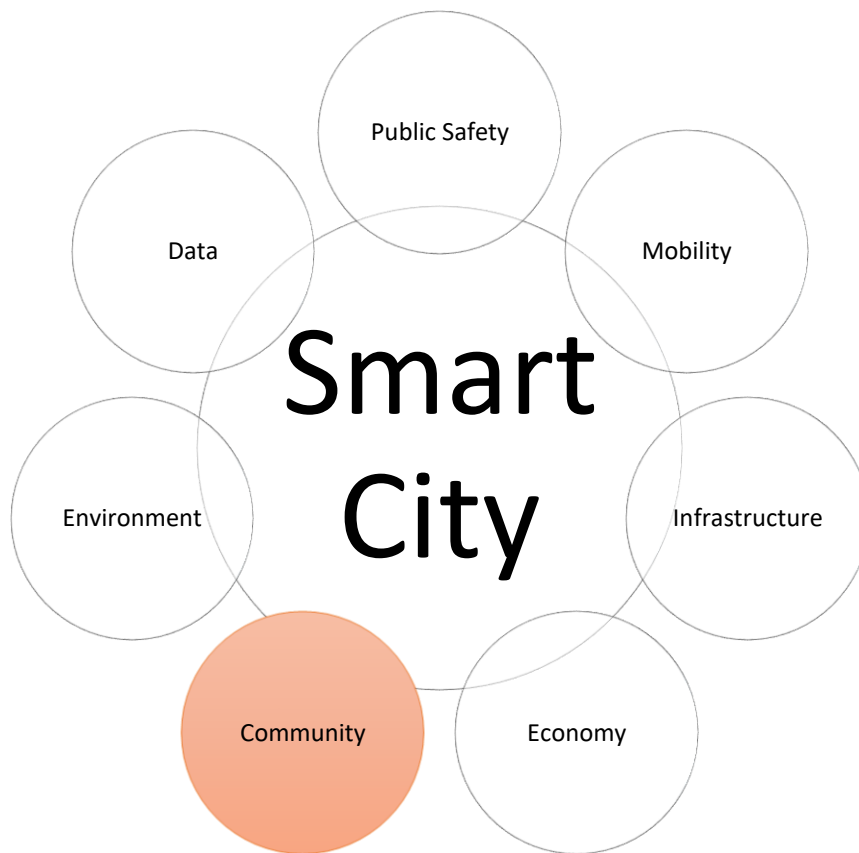


Smart Community

Definition: Technology to improve how we communicate and engage with our residents and businesses. The city will seek to use technology to improve how residents communicate and engage with the city and with each other.

Sample Projects:

Speech Recognition Phone System	Interactive Resident Utility Application	Customer Service Chatbot
Remote Court Services	Online Dispute Resolution Software	Public Wi-Fi for City Facilities
Advanced Digital Assistant		

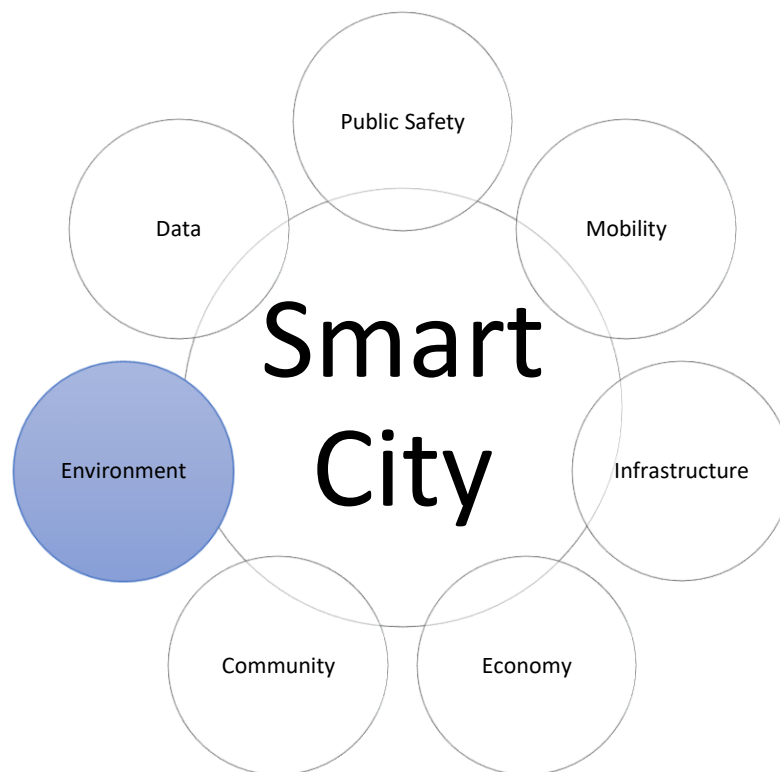


Smart Environment

Definition: Using smart technology to improve our environment. The city will seek to use technology to foster a sustainable, clean, and inviting environment

Sample Projects:

Intelligent Fleet Systems	High Technology Vehicles	Advanced Metering Infrastructure
Water Smart Customer Portal	Smart Irrigation Controllers	SCADA Upgrade
Smart Waste Collection	Smart Waste Vehicles	Smart Building Solutions
Enterprise Asset Management	Smart vehicles	

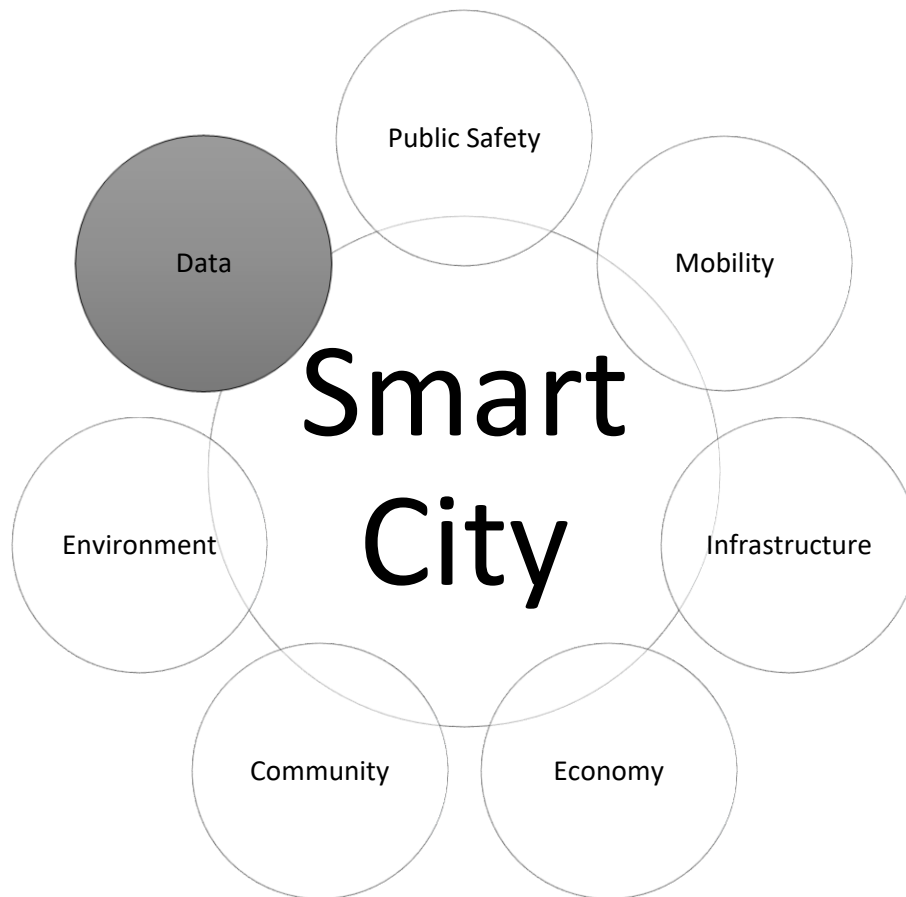


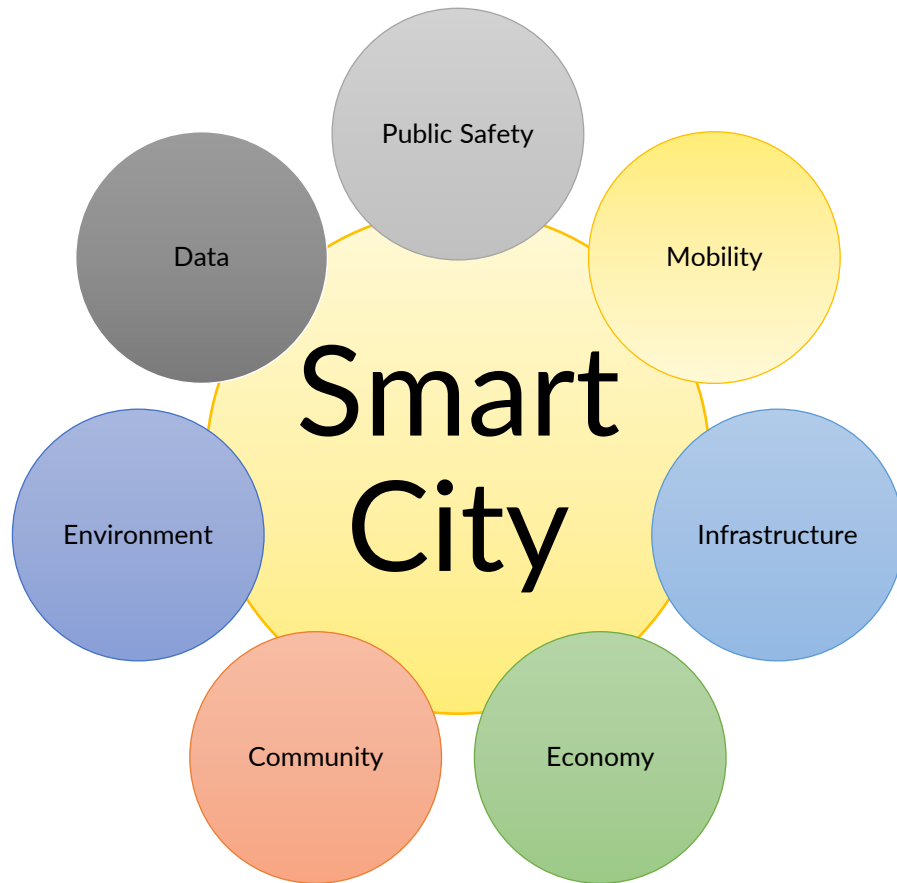
Smart Data

Definition: Improve data sharing and use data analytics to provide meaningful information for informed decision making.

Sample Projects:

Smart digital asset management	Enterprise Analytics and Dashboarding	Modernize Ballpark Surveys
Legal Services Process Improvement	Open Data Access	HR Dashboard and Reporting
Public Works Dashboard	Goodyear Fire Department Dashboard	GIS and Smart Permitting Software
GIS Layers and upgrades	Collecting and Visualizing PR Maintenance	Data Governance Program





ITEM #: 6.
DATE: 06/06/2022
AI #:820



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH MARICOPA COUNTY FOR THE EXCHANGE OF ROADWAY MAINTENANCE SERVICES

STAFF PRESENTER(S): Hugh Bigalk, P.E., City Traffic Engineer

SUMMARY

Request City Council approve an IGA with Maricopa County for the exchange of roadway services. The IGA will allow Goodyear and Maricopa County to enter into temporary Letters of Agreement (LOA) for street sweeping and the grading of dirt roads and shoulders.

Recommendation

ADOPT RESOLUTION NO. 2022-2250 APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF ROADWAY SERVICES, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.
(Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The City of Goodyear performs street sweeping on approximately 50 miles of paved Maricopa County roadway six (6) times per year at an estimated cost of \$30,000 to \$40,000. Maricopa County performs grading of Goodyear dirt roads located in southern Goodyear four (4) times per year at an estimated cost of \$30,000 to \$40,000. At the conclusion of the fiscal year, Goodyear and Maricopa County summarize their work performed and share with the other agency. In FY2021, Goodyear performed \$36,037.34 in street sweeping and Maricopa County performed \$36,452.35 of road grading. Goodyear was invoiced by Maricopa County in the amount of \$415.01 and was paid with Highway User Revenue Funds (HURF).

BACKGROUND AND PREVIOUS ACTIONS

The city has for many years contracted with Maricopa County to exchange maintenance services, with the city performing street sweeping services on paved Maricopa County roadways and Maricopa County providing grading services on dirt roads located in southern Goodyear. The most recent IGA for these services was approved on May 22, 2017 (COG Contract Con 17-3917). The current IGA with Maricopa County expires on June 30, 2022. Resolution 2022-2250 approves the IGA and authorizes the city manager or her designee to enter into the Letter of Agreements (LOA) that are to be entered pursuant to the terms of the IGA. The IGA outlines in general terms the types of services the city and county are to provided and requires the parties enter into a Letter of Agreement (LOA) annually for the services to be provided that fiscal year. At the conclusion of the fiscal year, the parties itemize

the work performed and a reconciliation is performed.

STAFF ANALYSIS

This ongoing partnership has been beneficial to Goodyear which does not possess a road grader or an adequate number of water trucks to perform the grading of dirt roads in the southern portion of the city. With this agreement, the city can perform the sweeping of county roads near Goodyear in exchange for the grading/maintenance of dirt roads performed by Maricopa County.

Attachments

Resolution

IGA

RESOLUTION NO. 2022-2250

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY FOR THE EXCHANGE OF ROADWAY MAINTENANCE SERVICES, PROVIDING AUTHORIZATION, DIRECTION, AND AN EFFECTIVE DATE.

WHEREAS, The County of Maricopa is empowered by A.R.S. §11-251 and §28-6701, et seq. to layout, maintain, control and manage public roads within the County.

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

WHEREAS, The City of Goodyear is empowered by A.R.S. §9-240 and §9-276, et seq., to layout and establish, regulate and improve streets within the City, and to enter into this Agreement.

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

SECTION 1. The Mayor and Council of the City of Goodyear hereby approve the Intergovernmental Agreement between Maricopa County and the City of Goodyear in the form attached hereto as Exhibit A and incorporated by reference as if fully set forth herein (the "IGA").

SECTION 2. The Mayor is hereby authorized to execute the Intergovernmental Agreement between Maricopa County and the City of Goodyear, in the form attached hereto as Exhibit A

SECTION 3. The City Manager and/or her designee is hereby authorized to enter into annual Letter of Agreements (LOAs) to be entered pursuant to the IGA being approved herein.

SECTION 4. The City Manager and/or her designee is hereby authorized to take all actions necessary to carry out the intent of this Resolution and the Intergovernmental Agreement.

SECTION 5. Resolution 2022-2250 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

INTERGOVERNMENTAL AGREEMENT BETWEEN MARICOPA COUNTY AND THE CITY OF GOODYEAR FOR THE EXCHANGE OF SERVICES (ENTENTE)

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

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

STATUTORY AUTHORIZATION

1. The County is authorized, pursuant to Arizona Revised Statutes (**A.R.S.**) §11-251 and §§ 28-6701 *et seq.*, to layout, maintain, control and manage public roads within the County.
2. Public agencies are authorized, pursuant to A.R.S. §§11-951 *et seq.*, to enter into Intergovernmental Agreements for the provision of services or for joint or cooperative action.
3. The City is authorized, pursuant to A.R.S. § 9-240 and §§ 9-276 *et seq.*, to layout and establish, regulate and improve streets within the City, and to enter into this Agreement.

BACKGROUND

4. The Parties desire to develop and implement a cooperative highway improvement program whereby routine or emergency highway maintenance will be implemented more efficiently (**Entente Program**). The Entente Program is designed to focus on the maintenance task needed and the availability of resources. The Entente Program is a method of providing goods and services to each Party by entering into temporary Letter(s) of Agreement (**LOA** or **LOAs**).

PURPOSE OF THE AGREEMENT

5. The purpose of this Agreement is to establish procedures to authorize the County Department of Transportation (**MCDOT**) Director, or their designee, and the City Manager, or their designee, to enter into LOAs to exchange goods or services between each Party in order to perform routine or emergency highway maintenance services.

TERMS OF THE AGREEMENT

6. County shall:

- 6.1 Authorize the MCDOT Director, or designee, to sign LOAs created pursuant to this Agreement.
- 6.2 Select routine or emergency highway maintenance projects, such as those generally outlined in **Exhibit A**, which is attached to and incorporated into this Agreement, suitable for a LOA, and enter into LOAs with City for the exchange of goods or services for highway maintenance projects. If the value of County provided goods or services exchanged with City is less than the value of goods and services provided by City for any individual LOA, County shall remit to City the difference in value, provided that the total aggregate reimbursement to City for all LOAs entered into pursuant to this Agreement will not exceed \$250,000 per fiscal year.
- 6.3 Remit to City the balance of any sums due pursuant to paragraph 6.2 hereof within 30 days of receipt of an itemized statement from City unless otherwise provided in the LOA.
- 6.4 Complete each routine or emergency highway maintenance project, in accordance with County's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by City.
- 6.5 Prior to June 30 of each year this Agreement remains valid, provide City an annual statement of services performed by County pursuant to an executed LOA created pursuant to this Agreement (**Maricopa County Statement**). The Maricopa County Statement shall include an itemization of any and all costs owed to County by City and an invoice for any outstanding balance.
- 6.6 Allow City to inspect the routine or emergency highway maintenance projects undertaken on behalf of City by County pursuant to a LOA. If such a project is not being performed by County in conformance with the LOA and/or in a good and workmanlike manner, County shall correct or re-perform it, as necessary, to the reasonable satisfaction of the City.

7. **City shall:**

- 7.1 Select routine or emergency highway maintenance projects, such as those generally outlined in **Exhibit A**, which is attached to this Agreement and incorporated into this Agreement, suitable for an LOA, and enter into LOAs with County for the exchange of goods or services for highway maintenance projects. If the value of City provided goods or services exchanged with County is less than the value of goods and services provided by County for any individual LOA, City shall remit to County the difference in value, provided that the total aggregate reimbursement to County for all LOAs entered into pursuant to this Agreement will not exceed \$250,000 per fiscal year.
- 7.2 Remit to County the balance of any sums due pursuant to paragraph 7.1, hereof within 30 days of receipt of an itemized statement from County or as provided in the LOA.
- 7.3 Complete each routine or emergency highway maintenance project, in accordance with City's procurement code and policies and the "Uniform Standard Specifications for Public Works Construction," current edition/revisions as of the date of each LOA and the "Uniform Standard Details for Public Works Construction," current edition/revisions as of the date of each LOA which are sponsored and distributed by the Maricopa Association of Governments (MAG) and any amendments or supplements adopted by County.
- 7.4 Prior to June 30 of each year this Agreement remains valid, provide County an annual statement of services performed by City pursuant to an executed LOA created pursuant to this Agreement (**City Statement**). The City Statement shall include an itemization of any and all costs owed to City by County and an invoice for any outstanding balance.
- 7.5 Allow County to inspect the routine or emergency highway maintenance projects undertaken by City on behalf of County pursuant to a LOA. If such a project is not being performed by City in conformance with the LOA and/or in a good and workmanlike manner, City shall correct or re-perform it, as necessary, to the reasonable satisfaction of County.

GENERAL TERMS AND CONDITIONS

8. To the extent permitted by law, each Party will indemnify, defend and save the other Party harmless, including any of the Party's departments, agencies, officers, employees, elected officials or agents, from and against all liability, loss, expense, damage or claim of any nature whatsoever for which the Party may be liable which is caused by any activity, condition or event arising out of the performance or nonperformance by the indemnifying Party of any of the provisions of this Agreement and any LOA entered into pursuant to this Agreement, In the event of an action, the damages which are the subject of this indemnity shall include costs, expenses of litigation and reasonable attorney's fees.
9. This Agreement shall become effective as of the date it is executed by all the governing bodies of the Parties and shall remain in full force and effect.
10. This Agreement may be amended only upon written Agreement by all Parties.
11. This Agreement is subject to the provisions of A.R.S. § 38-511.
12. Any breach of the warranty shall be deemed a material breach of this agreement of which breaching party may be liable for penalties including termination of the agreement.
13. It shall be a material breach of this Agreement for a Party to fail to observe or perform any of the material covenants, conditions or provisions of this Agreement, where such failure shall continue for a period of thirty (30) days after the non-defaulting Party provides the defaulting Party with written notice of such failure; provided, however, that such failure shall not be a Default if the defaulting Party has commenced to cure the Default within such thirty (30) day period and thereafter is diligently pursuing such cure to completion. The total aggregate cure period shall not exceed ninety (90) days unless the Parties otherwise agree in writing. In the event of Default, the non-defaulting Party, at its option, may terminate this Agreement without waiving any available remedies at law or in equity.
14. All notices required under this agreement to be given in writing shall be sent to:

Maricopa County Department of Transportation
Attn: Intergovernmental Relations Branch
2901 West Durango Street
Phoenix, Arizona 85009

City of Goodyear
City Manager
190 N. Litchfield Road
Goodyear, Arizona 85338

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

15. Any funding provided for in this Agreement, other than in the current fiscal year, is contingent upon being budgeted and appropriated by the governing bodies of the Parties in such fiscal year.
16. This Agreement shall be construed as a whole and in accordance with its fair meaning and without regard to any presumption or other rule requiring construction against the party drafting this Agreement.
17. The waiver by any Party of any right granted to it under this Agreement is not a waiver of any other right granted under this Agreement, nor may any waiver be deemed to be a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.
18. Except as otherwise provided in this Agreement, all covenants, agreements, representations and warranties set forth in this Agreement or in any certificate or instrument executed or delivered pursuant to this Agreement shall survive the expiration or earlier termination of this Agreement for a period of one (1) year.
19. 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 the same instrument. Electronic signatures are acceptable as original signatures.
20. The Parties will execute and/or deliver to each other such other instruments and documents as may be reasonably necessary to fulfill the covenants and obligations to be performed by such Party pursuant to this Agreement.
21. The venue for any claim arising out of or in any way related to this Agreement shall be Maricopa County, Arizona.

22. This Agreement shall be governed by the laws of the State of Arizona.

End of Agreement - Signature Page Follows

IN WITNESS WHEREOF, the Parties have executed this Agreement.

MARICOPA COUNTY

Recommended by:

DocuSigned by:
 3/1/2022
89F8452A55B0459...
Jennifer Toth, P.E. Date
Transportation Director

Approved and Accepted by:

Chairman Date
Board of Supervisors

Attest by:

Clerk of the Board Date

APPROVAL OF DEPUTY COUNTY ATTORNEY

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

DocuSigned by:
 3/1/2022
B2E0BD10DB924D1...
Deputy County Attorney Date

EXHIBIT A

Road-related Tasks:

- a. Grading
- b. Sweeping
- c. Surface Treatment/Seal Coats
- d. Signage
- e. Striping
- f. Debris Removal
- g. Material Hauling
- h. Fence Repair
- i. Storm Drain/Culvert Repair
- j. Barricading
- k. Pothole Repair
- l. Signal Maintenance
- m. Equipment Exchange
- n. Concrete Repair
- o. Bridge Repairs
- p. Storm Repairs
- q. Guardrail Repairs

ITEM #: 7.
DATE: 06/06/2022
AI #:900



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE A BULK WATER AGREEMENT BETWEEN LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP. (LIBERTY) AND THE CITY OF GOODYEAR

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

SUMMARY

Bulk water agreement between Liberty and the city of Goodyear whereas the city of Goodyear will provide and Liberty will receive and pay for up to one million gallons per day for three years with an option of two one year renewals.

Recommendation

Approve the Bulk Water Agreement between Liberty and the city of Goodyear. (Barbara Chappell, Deputy Public Works Director)

FISCAL IMPACT

Liberty will provide a 12-inch meter, pay the city the monthly base meter fee and published irrigation rates for all water they receive. The Agreement is anticipated to generate between \$1.5M and \$3.0M in annual revenue for the water fund which will offset the costs of providing water.

BACKGROUND AND PREVIOUS ACTIONS

Liberty, as part of its water supply strategies, has requested that Goodyear provide up to one million gallons per day of potable water to Liberty pursuant to the terms of this Agreement.

STAFF ANALYSIS

Goodyear presently has sufficient water production capacity to provide Liberty with up to one million gallons per day of potable water. The Parties understand and agree, however, that the amount of water available to Liberty under this Agreement is intended to be a temporary arrangement and that the amount may be decreased depending on demands for water by customers within the city of Goodyear's service area.

The Agreement includes the provision that Liberty shall assign to Goodyear long term storage credits equal to the amount of water delivered by Goodyear to Liberty.

Goodyear will assist Liberty to ensure a reliable water supply that will support their current and committed customers while they develop new wells and install treatment.

This Agreement is being reviewed by the Arizona Department of Water Resources (ADWR). The term of the Agreement is three years from the date it is fully executed or the date ADWR approves the Agreement, whichever is later. It may be extended for up to two additional years upon the written Agreement of Liberty and Goodyear.

Attachments

Liberty Water Bulk Water Agreement Amendment (COG FINAL)

BULK WATER AGREEMENT

This BULK WATER AGREEMENT ("Agreement") made this ___ day of June 2022, by and between LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP., an Arizona corporation ("Liberty"), and the CITY OF GOODYEAR, an Arizona municipal corporation ("Goodyear") is for the provision of bulk water by Goodyear to Liberty on an annual basis. Liberty and Goodyear are individually referred to as a "Party" and collectively referred to as "Parties" below.

RECITALS

WHEREAS, Liberty is a public service corporation authorized by the Arizona Corporation Commission ("Commission") to provide water service within Liberty's Certificate of Convenience and Necessity ("CC&N") as approved by the Commission in the vicinity of Goodyear's corporate boundaries;

WHEREAS, Goodyear provides water to certain city residents within the corporate boundaries of Goodyear and outside the CC&N of Liberty;

WHEREAS, Liberty, as part of its water supply strategies, has requested that Goodyear provide up to one million gallons per day of potable water to Liberty pursuant to the terms of this Agreement.

WHEREAS, Goodyear presently has sufficient water production capacity to provide Liberty with up to one million gallons per day of potable water. The Parties understand and agree, however, that the amount of water available to Liberty under this Agreement is intended to be a temporary arrangement and that the amount may be decreased depending on demands for water by customers within Goodyear's service area.

WHEREAS, Liberty shall, at its sole cost and expense, design and construct all infrastructure improvements identified by Goodyear as being needed for Goodyear to deliver to Liberty the potable water pursuant to the terms of this agreement which may include, but is not limited to, meter(s), pump(s), back-flow prevention devices, and pipes. Goodyear shall determine the location of the Interconnect Improvements.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and mutual covenants of the Parties hereto, the Parties agree as follows:

1. RECITALS. The recitals set forth above are incorporated by this reference as if fully set forth herein and are acknowledged and agreed to by the Parties.

2. TERM. The initial term of this Agreement shall be three years from the later of (i) the date executed by both Parties; and (ii) the date the Arizona Department of Water Resources

Director provides written approval of the Agreement per A.R.S. § 45-492. This Agreement may be extended on an annual basis upon the mutual written agreement of Goodyear and Liberty for up to two (2) years or twenty-four (24) months.

3. DEFINITIONS. Capitalized Terms not defined in the foregoing Recitals are defined as follows:

a. “Interconnection Facilities” means all infrastructure improvements identified by Goodyear as being needed for Goodyear to deliver water from Site 21 to the Liberty Connection Point, which improvements may include, but are not limited to meters, pumps, water lines, back flow prevention devices, pressure valves and the like.

b. “Liberty Connection Point” means the water line located within McDowell Road at the intersection of Sarival Avenue and McDowell Road.

c. “Monthly Water Delivery Costs” means the monthly fee Liberty is required to pay Goodyear for the water delivered to Liberty pursuant to the terms of this Agreement. It shall consist of the following charges: (i) a monthly meter fee for each meter installed, which fee shall be based on the size of the meter(s) installed (the “Monthly Meter Fee”) and (ii) a monthly fee for the water delivered to Liberty based on the volume of the delivery (the “Monthly Water Fee”). The monthly fees referred to herein shall be based on the water rates and charges included in the Five-Year Water Wastewater and Solid Waste Rate Structures adopted by Goodyear in Resolution 2021-2112. The Monthly Water Fee shall be based on the rates charged for irrigation water within the City. Liberty understands and agrees that water rates and charges are subject to change at the sole discretion of Goodyear subject to Goodyear’s compliance with the statutory requirements for increasing such fees.

d. “Site 21” means the City of Goodyear property at 1280 N. Sarival Avenue, Goodyear, AZ 85538, as legally described in that certain special warranty deed recorded as instrument 2006-0313707 in the official records or Maricopa County Recorder.

4. CONSTRUCTION OF INTERCONNECTION FACILITIES: Liberty shall, at its sole cost and expense, construct and install all Interconnection Facilities.

- a. The Interconnection Facilities shall include a water meter that measures the volume of water being delivered from Site 21 to the Liberty Connection Point. Such water meter shall not exceed 12 inches in diameter and shall be constructed inside the perimeter wall around Site 21. If Goodyear determines that a pump is required to be installed to provide the pressure needed for the delivery of water from Site 21 to the Liberty Connection Point, such pump (the “Additional Pump”) shall be installed inside the perimeter wall around Site 21. All other Interconnection Facilities shall be located within existing public utility easements or City of Goodyear right-of-way, as determined by the Goodyear City Engineer or his designee.
- b. Liberty shall comply with all of Goodyear’s requirements for the construction of improvements within the City of Goodyear, including, but not limited to, compliance with all applicable requirements set forth in the City of Goodyear Engineering Design

Standards, obtaining all required permits and providing required financial assurances. All improvements shall be constructed in accordance with plans approved by the Goodyear City Engineer or his designee.

- c. Goodyear shall provide permits needed for construction, operation, maintenance, repair, and removal of Interconnection Facilities.
- d. Except as otherwise provided herein, following the completion of the Interconnection Facilities, Liberty shall, at no cost to Goodyear, convey to Goodyear all of the Interconnection Facilities that are located inside the perimeter walls around Site 21. Goodyear shall accept, subject to completion of a two-year warranty period, the conveyance of such Interconnection Facilities upon the satisfaction of all of the following: (i) determination by Goodyear that the Interconnection Facilities were completed per the approved plans; completion of all punch list items; and submittal of as-builts of the Interconnection Facilities constructed pursuant to the approved plans to the Goodyear City Engineer or his designee. In the event that the Additional Pump is installed as set forth in section 4(a) above, Liberty shall retain ownership to the Additional Pump referenced in section 4(a) above, but Goodyear shall maintain the Additional Pump. Upon the expiration or earlier termination of this Agreement, Liberty shall, within sixty (60) days of the date the Agreement expires or is terminated, either remove the Additional Pump at Liberty's sole cost or shall convey ownership of the Additional Pump to Goodyear at no cost to Goodyear. If Liberty removes the Additional Pump, Liberty agrees to take it on an as-is basis and waives any and all claims it may have against Goodyear related to the condition of the Additional Pump.
- e. Liberty shall be responsible for all repairs required to the Interconnection Facilities located inside the perimeter walls around Site 21 for a two-year period beginning on the date such improvements are accepted by the Goodyear City Engineer or his designee subject to the completion of the two-year warranty period. Should Liberty fail to timely make any necessary repairs during the two-year warranty period after being notified by Goodyear of the need for such repairs, Goodyear shall be entitled to make the necessary repairs and bill Liberty for the costs Goodyear incurred in making such repairs.
- f. Liberty shall own all Interconnection Facilities located outside of the perimeter walls around Site 21, including all delivery lines connecting Site 21 to the Liberty Connection Point.

5. MAINTENANCE OF INTERCONNECTION FACILITIES. Liberty shall, at its sole cost and expense, maintain all Interconnection Facilities located outside the perimeter walls around Site 21. Goodyear shall, at its sole cost and expense, maintain all Interconnection Facilities located inside the perimeter walls around Site 21.

6. DELIVERY OF WATER: The obligation of Goodyear to deliver water to Liberty under this Agreement is subject to Liberty's compliance with this Agreement, the availability of water, peak flow rates, and the physical deliverability of water to Liberty as determined solely by

Goodyear. Upon completion of the Interconnection Facilities and Goodyear's acceptance of the Interconnection Facilities constructed inside the perimeter walls around Site 21, and except as otherwise provided herein and subject to availability of water in a given month, Goodyear shall deliver a maximum of one million gallons per day (MGD) at a flow rate not to exceed 700 gallons per minute.

- a. Goodyear shall not be obligated to deliver water to Liberty to the extent such deliveries to Liberty may negatively impact the delivery of water to customers located within Goodyear's service area as determined by Goodyear. Goodyear may reduce or suspend water deliveries to Liberty until the conditions causing the need for the reduction or suspension of water deliveries have been resolved, which conditions Goodyear shall resolve as soon as practicable. Notwithstanding the foregoing, if the condition causing the need for the reduction or suspension of water deliveries is the result of some failure of any Interconnection Facilities located outside the perimeter walls around Site 21 or a failure of any other Liberty improvements, such as damage to Liberty's water line within McDowell Road, Goodyear shall have no obligation to deliver water to Liberty until Liberty has repaired such improvements and notified Goodyear that the improvements are operational and deliveries can be resumed.
- b. Except in the event of an emergency, Goodyear shall, prior to reducing or suspending water deliveries to Liberty, notify Liberty of the reduction or suspension of water deliveries by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty in writing. In the event of an emergency that causes the reduction or suspension of water deliveries to Liberty without prior written notice, the city shall, as soon as reasonably practicable, provide Liberty notice of the reductions or suspension of water deliveries by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty in writing. Once the conditions causing the need for the reduction or suspension of water deliveries under this Agreement have been resolved, Goodyear shall notify Liberty by calling (602) 757-2607 or (480) 748-5339, or such other phone number as provided to Goodyear by Liberty in writing, that the conditions causing the need for the reduction or suspension of water deliveries have been resolved and deliveries will be resumed.
- c. If Liberty does not want to take delivery of all or part of the one (MGD) Goodyear has committed, subject to the terms and conditions of this Agreement, to deliver, Liberty shall notify the city at least twenty-four (24) hours in advance, that its water deliveries are to be suspended or reduced by calling the City of Goodyear Public Works on-Call Production Line at (623) 606-4163 or such other phone number as provided to Liberty by Goodyear in writing.

7. INVOICE AND PAYMENT. On a monthly basis, Goodyear shall send a utility bill to Liberty at 14920 W. Camelback Road, Litchfield Park, Arizona 85340 for the Monthly Water Delivery Costs, as defined in 3(c) above. Liberty shall pay the amount billed within thirty (30) days of the date of the utility bill. Any failure by Liberty to pay such amounts when due shall entitle Goodyear to immediately suspend water deliveries under this Agreement.

8. WATER RIGHTS. Liberty shall not have any right, title, and/or interest in any of Goodyear's water rights or withdrawal authority under state law.

9. TYPE OF WATER DELIVERED; REPORTING REQUIREMENTS; CREDITS. All water delivered under this Agreement shall be reported as recovered effluent to ADWR, by Goodyear on its Annual Report for the year in which the water was delivered to Liberty. Prior to December 1 of each year in which water deliveries are made under this Agreement, Liberty shall assign to Goodyear a sufficient number of long-term storage credits to equal or exceed the amount of water delivered by Goodyear to Liberty under this Agreement. The long-term storage credits shall be effluent, or Central Arizona Project water stored underground in Liberty's underground storage facilities, or at another location acceptable to Goodyear at Goodyear's sole discretion. If the number of long-term storage credits assigned to Goodyear by Liberty exceeds actual water deliveries under this Agreement, then Goodyear may retain the credits for use in the subsequent year of deliveries under this Agreement. If the number of long-term storage credits assigned to Goodyear by Liberty is less than the actual amount of water delivered to Liberty, then Liberty shall before January 15 of the year after the delivery year, assign additional credits to Goodyear to remedy such deficit. If Liberty fails to timely assign long-term storage credits as required in this paragraph, Goodyear may terminate this Agreement with thirty (30) days advance written notice to Liberty. Long term storage credits shall be deemed assigned upon the completion of the following: (1) both parties have approved a form of assignment application for transfer of the credits, (2) both parties have executed the assignment application form, and (3) the original executed form and sufficient application fees have been delivered to the Arizona Department of Water Resources. Liberty shall pay all application fees for such assignments. If the Arizona Department of Water Resources fails to assign the agreed credits, the parties will work cooperatively to complete the assignment of credits consistent with the intent of this paragraph.

10. REGULATORY REQUIREMENTS. Goodyear will comply with the requirements of all applicable regulatory agencies regarding the provision of potable water to Liberty, including regularly scheduled water quality testing, which testing shall be performed at EPDS #21 as identified in Goodyear's Public Water System permit. The test results shall be available to Liberty upon reasonable request during normal business hours. However, due to the intervening factor of Liberty providing service to its customers through Liberty's distribution facilities over which Goodyear has no control or responsibility, Goodyear cannot, and does not, make any warranty or representation as to the quality of the water once the water leaves Site 21. Liberty shall be solely and exclusively responsible for the delivery of water of appropriate water quality to Liberty's customers after it has taken possession of the water from Goodyear at the point of delivery. Liberty acknowledges and agrees that Goodyear shall not have any duties or responsibilities relating to the delivery of water to or use of water by Liberty's customers.

11. NOTICES. All notices, payments, consents, approvals, or other communications required or permitted to be given hereunder shall be in writing and shall become effective immediately upon receipt, if personally delivered 24 hours after such are deposited in the United States Mail, postage prepaid, addressed as shown below or to such other address as either party hereto may designate from time to time in writing:

To Liberty:

Crystal Greene, Secretary/Treasurer
Liberty Utilities (Litchfield Park Water & Sewer) Corp.
14920 W. Camelback Rd.
Litchfield Park, AZ 85340

To City of Goodyear:

City Manager
City of Goodyear
190 N. Litchfield Road
Goodyear, Arizona 85333

Copy to:

City Attorney
City of Goodyear
190 N. Litchfield Road
Goodyear, Arizona 85333

12. INDEMNIFICATION. Notwithstanding anything to the contrary in this Agreement, and to the extent permitted by law, Liberty shall defend, indemnify, and hold harmless Goodyear for, from, and against any and all claims, penalties, costs, damages, or losses of any kind including reasonable attorneys' fees arising directly as a result of the negligent acts or omission of Liberty, its employees or agents related to its use of water delivered pursuant to this Agreement. The Parties understand and agree that this indemnity clause is limited to the extent any such claims, penalties, costs, damages, or losses are caused by the actions or inaction of Liberty.

13. CONFLICT OF INTEREST. This Agreement is subject to the provisions of A.R.S. § 38-511, as amended.

14. E-VERIFY REQUIREMENTS. To the extent applicable under A.R.S. § 41-4401, as amended, and solely related to the services provided under this Agreement, the Parties warrant compliance, on behalf of themselves and any and all subcontractors, if any, with all federal immigration laws and regulation that relate to their employees and compliance with the E-Verify requirements under A.R.S. § 23-214(A). A Party's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and the non-breaching Party may terminate this Agreement. The Parties retain the legal right to inspect the papers of the other Party to ensure that the Party is complying with the above-mentioned warranty under this Agreement.

15. NON-DISCRIMINATION. The Parties agree not to discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.

16. GOVERNING LAW, JURISDICTION, AND VENUE. This Agreement shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the state of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action

arising out of this Agreement shall be commenced and maintained in the Superior Court of the state of Arizona in and for the county of Maricopa.

17. MODIFICATION OR WAIVER. This Agreement shall not be modified, extended, or waived in whole or in part except by written instrument executed by both Parties and adopted in the manner in which this Agreement was adopted.

18. NO WAIVER. No waiver by a Party of any breach by the other party of any provision of this Agreement shall in any way be construed to be a waiver of any future or subsequent breach by the Party or bar the right of that Party to insist on strict performance by the other Party of any provisions of this Agreement in the future.

19. ASSIGNMENT. This Agreement shall not be assigned.

20. ENTIRE AGREEMENT. The Parties agree that this document contains the entire Agreement between the Parties and supersedes any previous agreement, written or oral, between the Parties. The Parties have not relied on any representations other than those which are set forth in this Agreement.

21. EFFECTIVE DATE. This Agreement shall become effective and binding upon execution by the Parties. This Agreement constitutes the entire agreement and understanding between the Parties with respect to the subject matter hereof and expressly supersedes and revokes all other prior or contemporaneous promises, representations, and assurances of any nature whatsoever with respect to the subject matter hereof.

22. Authorizations. The signatories to this Agreement represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for which they sign and that no further action or approvals are necessary before the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the day and year first above written.

LIBERTY UTILITIES (LITCHFIELD PARK WATER & SEWER) CORP.	CITY OF GOODYEAR
By: _____	By: _____
Matthew Garlick Its: President	Julie Karins Its: City Manager
Date Signed: _____	Date Signed: _____

ATTEST:

By: _____
City Clerk

APPROVED AS TO FORM:

By: _____
Goodyear City Attorney

ITEM #: 8.
DATE: 06/06/2022
AI #:913



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE A BUDGETED EXPENDITURE UP TO \$750,000 TO COMPLETE SAFETY REPAIRS AT GOODYEAR BALLPARK (PROJECT #50033)

STAFF PRESENTER(S): Bruce Kessman, Deputy Director Parks and Recreation

SUMMARY

The curb wall that supports the railing surrounding the playing field is deteriorating. This expenditure authorization will expedite the start of this project at the release of FY2023 budget; this will help minimize impacts to events, reservations, and the 2023 Spring Training season.

Recommendation

Approve the expenditure of funds up to the budgeted amount of \$750,000 for safety repairs at Goodyear Ballpark. (Bruce Kessman, Deputy Director Parks and Recreation)

FISCAL IMPACT

Funding for project 50033 is included in the Capital Improvement Plan as an Asset Replacement for FY2023. Willmeng Construction, Inc. has provided a quote of \$681,169.46 to perform the necessary repairs to railing and concrete curbing. Full budget expenditure authorization of \$750,000 is requested in the event of unknown circumstances related to this repair.

BACKGROUND AND PREVIOUS ACTIONS

In 2018, Gervasio & Associates, a Structural, Forensic and Civil Engineering Firm, completed an investigation of the Goodyear Ballpark, the results of which have been captured in the Goodyear Ballpark Stadium Limited Facility Evaluation report. This report presented findings based on varying levels of deterioration and the requirement or need of repairs. The categories were provided to assist the city with managing and budgeting for the repairs based on the criticality of the corrosion and/or damage. Based on the conclusion of the report, the affected areas will need to be addressed before more costly repairs need to be made, and/or areas of the ballpark may become safety hazards for staff, team personnel and visitors of Goodyear Ballpark. The curb wall supporting the railing was identified as an area to monitor for future repair. The railing is inspected routinely and during routine inspection in October, staff discovered that the wall has significantly deteriorated causing the concrete to break apart in several areas and the railing to become loose.

Previously completed repairs based on the report include:

1. Right Field Pavilion
 - a. Added drainage to keep water from being retained between slabs of concrete
 - b. Resurfaced the deck with a waterproof membrane
 - c. Sealed open joints
2. Berm Fencing
 - a. Removed the corroded fencing and replaced with chain link fence
3. Retaining Walls
 - a. Stabilized the retaining walls down the right field line and field access tunnel
4. Hand Rails
 - a. Penetrations into concrete were sealed and formed to push water away from posts to prevent deterioration

STAFF ANALYSIS

Due to the Goodyear Ballpark Stadium Limited Evaluation Report, staff monitor the railing and curbing routinely. Since staff observed and reported accelerated deterioration, which will lead to future failure of the railing system, this project is a high priority. While there is not an exact timeframe for complete failure, the department is taking a proactive approach to complete these repairs as soon as possible when there is minimal impact to the operation and displacement of events.

If the necessary repairs are delayed, this could have significant safety impacts to Major League Baseball Players and fans. If the railing system fails before spring training, the season would be impacted or would result in more costly repairs.

Attachments

Staff Presentation

2018 Goodyear Ballpark Limited Facility Evaluation



BALLPARK SAFETY REPAIRS



PROJECT OVERVIEW

- History
- Project Scope
- Project Timeline
- Request



BALLPARK SAFETY REPAIRS



PROJECT OVERVIEW



BALLPARK SAFETY REPAIRS



REQUEST

Approve the expenditure of funds up to the budgeted amount of \$750,000 for safety repairs at Goodyear Ballpark.

BALLPARK SAFETY REPAIRS



Questions

GOODYEAR BALLPARK STADIUM
1933 SOUTH BALLPARK WAY
GOODYEAR, ARIZONA

G&A Job No. 6166.1 F

LIMITED FACILITY EVALUATION

GERVASIO & ASSOC., INC.

77 EAST THOMAS ROAD, SUITE 120
PHOENIX, ARIZONA 85012

STRUCTURAL, FORENSIC, CIVIL ENGINEERS & SURVEYORS

BACKGROUND & SCOPE

The Goodyear Ballpark is located at 1933 South Baseball Way in Goodyear, Arizona and was built in 2008. It is the spring training baseball facility for the Cleveland Indians and the Cincinnati Reds. The facility is owned by the City of Goodyear and was designed by HOK Sport, Inc.

During the installation of utilities for a concession stand in the Right Field Pavilion, the contractor drilled a hole from the Clubhouse up through the structural floor slab. It was reported that significant amounts of water started running out of the drilled hole. It was estimated that between 200 and 300 gallons of water flowed out of the drilled hole. Corrosion damages were also observed in the Service Level along Column Line F1 on structural steel and metal deck. This damage has prompted the City of Goodyear to have an evaluation of the facility preformed.

As part of the limited facility evaluation for the City of Goodyear, Gervasio & Assoc., Inc. (G&A) was asked to investigate the current structural and waterproofing condition of the Goodyear Ballpark.

Our assignment was limited to:

1. Identifying and documenting areas of visible structural deterioration, where accessible;
2. Identifying and documenting areas of visible water penetration; and
3. Prioritizing identified issues for the Owner to manage repairs and budgeting.

Limited structural calculations were preformed on the outfield guardrail only and no other analysis or testing was preformed.

EXECUTIVE SUMMARY

Based on the results of our investigation, we identified different types of deterioration. The repairs needed can be broken down into categories of how soon we recommend the repairs should be done.

The following should be done before the 2018 spring baseball season:

- The outfield guardrails are dangerous as defined by the building code and should be repaired before any public events are held that utilize the sloped grassed berm seating areas. The guardrail repair drawings and specifications are included in Appendix F. If all of the guardrail repairs cannot be made before public use, an interim guardrail fence should be installed.
- The broken and missing detectable warning tiles at the head of the bowl seating aisles need to be fixed as they create a tripping hazard.

- The repairs of the corroded structural steel and the installation of the deck drains at the Right Field Pavilion are needed to halt the deterioration and water damage to the steel structure of the building.
- The waterproofing/traffic coating on the third floor Observation Deck needs to be repaired to avoid water intrusion into the building.
- The open joint in the CMU wall at the Right Field Pavilion needs to be fixed to control water intrusion into the building.

The following can be postponed until after the 2018 spring baseball season:

- Corrosion of the steel posts at handrails and guardrails, at the steel base plates, at the bolts for bowl seating, and the damaged concrete walls and curbs should be removed and repaired or replaced. Corrosion on structural steel should be removed, repaired, and re-coated with epoxy or a high quality galvanizing coating.
- Silicone sealant should be applied around the perimeter of all steel columns where set into concrete.
- There is corroded metal siding base trim at the second floor suite terrace that needs remediation.

The following can be preformed as part of normal maintenance:

- Exposed cast iron sewer pipe should be monitored for signs of corrosion/leaks and replaced as needed.
- Corroded beam clamps for pipe hangers should be replaced.

There are maintenance issues of broken and exposed outlets and communication devices.

The following observed conditions require further investigation to determine what correction actions may be needed:

- The concrete retaining wall in the outfield along the first base line and the retaining walls on the north side of the field access driveway at the right field pavilion that have been pushed out of plumb. Further investigation of the cause of the movement, the determination of a corrective action, structural analysis, and repair drawings and specification will be needed.
- There is deterioration of the southeast CMU wall at the outfield concession stand building that needs to be repaired.
- There is water intrusion at the northeast wall into the ground keeper's area under the outfield concession stand building.

- The sewer water leak in front of the Right Field Pavilion elevator at the Clubhouse level needs to be repaired (It is reported that this repair has now been done.)
- There are cracks in concrete elements that should be individually evaluated to determine the appropriate repair.
- The stair landings for Stair 2 (3-story stair) at the main building is not constructed per construction drawings. Further structural analysis should be performed to confirm the as-built construction is adequate.

There are conditions that should be monitored but where no action is required

- The sprayed foam roofing systems on the buildings appear to be wearing normally and should not require to be re-coated until the end of their warranty period.
- The galvanized field lighting poles showed no visible sign of corrosion.

INVESTIGATION

During the course of our investigation we performed the following tasks:

1. Ward Hollon, R.A. of G&A performed five (5) site visits on 10/17/17, 11/6/17, 11/19/17, 11/15/17, and 12/7/17 during which the visible conditions were photographed and documented. See Appendix B for photo locations and field notes.
2. Dennis Wipf, P.E. of G&A performed numerous site visits during the investigation and repairs of the water intrusion at the Right Field Pavilion during fall of 2016 and fall and winter of 2017.
3. On 11/16/17, Mr. Hollon interviewed the following of the ballpark staff members selected by the City of Goodyear:
 - Bruce Kessman, General Manager;
 - Scott Dobbins, Superintendent; and
 - Tristin Litherland, Foreman.
4. We reviewed the available original contract construction drawings that pertained to the areas of G&A's observations. The drawings were limited to as-built drawings for structural, architectural, mechanical, electrical, and plumbing drawings and limited number of requests for information (RFIs).

FINDINGS, CONCLUSIONS & RECOMMENDATIONS

Description:

The Goodyear Ballpark is located at 1933 South Baseball Way in Goodyear, Arizona. The facility consists of:

- The playing field with dugouts and pitcher's bullpens;
- The seating bowl with shaded "club" seating;
- The main building behind the seating bowl;
- The right field pavilion and team clubhouses;
- The outfield concession stand;
- Sloped grass berm seating areas and scoreboard; and
- Surrounding landscaping and parking lots. (No observation or investigation was done in the surrounding landscaped areas or parking lots).

The ballpark is enclosed by an 8 ft. high steel wire mesh fence. Access to the facility is through gates at the first base, home plate, third base and center field sides of the ballpark.

Playing Field

The playing field is separated from the seating bowl by a 25 in. high padded steel guardrail. The dugouts are located along the first and third base lines and are constructed of concrete. Concrete retaining walls with sloping tops from 4 ft. to 17 ft. high are used along the first base and third base lines. CMU retaining walls, 10 ft. high, are used around the outfield line and pitcher's bull pens. The bull pens' restrooms are concrete.

Seating Bowl

The seating bowl is cast-in-place concrete risers with individual armchair seats. There are twenty-one (21) aisles which extend from the bottom row of seating to the top of the bowl. There are intermittent steel handrails in the center of each aisle and a tile detectable warning landing at the top of each aisle at the concourse level. There is also shaded "club" cushioned armchair seating for the upper nine rows of seating along the third base line.

Main Building

The main building has a 3-story center structure with 1-story wings on each side. The building structure is load bearing CMU walls and steel bar joists with metal roof deck covered by sprayed polyurethane foam (SPF)

roofing. The first floor is slab-on-grade concrete. The second and third floors are concrete slabs over metal decking on steel bar joists. The 3-story stair and elevator tower has concrete walls with a steel bar joint and metal roof deck. At the concourse level are concession stands, restrooms, a team shop, and ticket booth. Facing the outside of the facility are private development spaces. The second floor contains the press box, six spectator suites with a common canopy covered patio, restrooms, and the administrative offices for the facility. The third floor has a canopy covered observation deck. The canopies are steel framed structures with metal roof deck. The three floors are connected by an elevator and exit stairs.

Right Field Pavilion and Team Clubhouses

The Right Field Pavilion and team clubhouses are behind right field. The lower level has concrete foundation walls and the structure above grade is CMU walls. The lower level floor is slab-in-grade concrete. The upper floor is concrete over metal deck on steel beams. At the concourse level there are three levels of spectator seating. The raised viewing terraces are concrete slabs cast over high density foam blocks. The structural concrete floor slab is covered by a waterproofing membrane with a concrete topping slab. The high density foam blocks are placed on the topping slab. The concrete viewing terraces are covered with a traffic coating. There are also restrooms and stairs and an elevator connecting the two levels. This area is covered by a steel bar joists and metal deck roof with SPF roofing. The upper terrace has a refreshment bar and is covered by a steel framed canopy with a metal roof deck. The two team clubhouses and a batting cage are in the lower level of the pavilion with access to the playing field. There is an access drive to the playing field through a tunnel at the north end of the pavilion. There are concrete retaining walls with sloped tops from 10 ft. to 18 ft. high on each side of the access way.

Outfield Concession Stand

There is a concession stand at center field. The foundation walls are concrete with CMU walls above grade. The lower level floor is slab-on-grade concrete. The upper level floor is a concrete slab over metal deck supported by steel beams. The roof is metal roof deck on steel bar joists with SPF roofing. The upper level contains a concession stand and restrooms. Access is from the opposite side as the playing field. The lower level of the building at the playing field level is the grounds keeper's equipment storage space.

Sloped Grass Berm Seating Areas and Scoreboard

Around the outfield from the third base line to the right field pavilion, there are sloped grass berm seating areas behind the bull pens and on each side of the outfield concession stand. The sloped grade of the seating area is behind 10 ft. high CMU retaining walls. There are steel guardrails on top of the retaining walls. Between the top of the retaining wall and the grass area is a trench drain set in concrete to collect water runoff. At the top of the sloped grass berm seating area behind the bullpens is the scoreboard. The base of the scoreboard is surrounded by a concrete seating patio.

Repair Categories:

G&A has developed six (6) levels of deterioration categories to assist the Owner in prioritizing its repairs as follows. Categories are ranked from most serious (Category 1) to the least serious (Category 6):

- Category 1: Conditions that require immediate repairs.
- Category 2: Conditions that require repairs that can be deferred until after the 2018 spring baseball season.
- Category 3: Conditions that can be deferred until after the 2018 spring baseball season and repaired as part of normal maintenance.
- Category 4: Conditions that are maintenance issues.
- Category 5: Conditions that require further investigation.
- Category 6: Other observations where no action is required.

Category 1 - Conditions That Require Immediate Repairs:

The repairs of the following observed conditions need immediate attention. Some of these repairs are for hazardous conditions that need to be done before the facility is used for the 2018 spring baseball season or other public events. Other repairs are due to original design/construction and maintenance conditions. Deferring these repairs will allow conditions that are causing structural deterioration to continue and accelerate; thereby leading to more expensive repairs in the future.

A. Corroded Steel Guardrail Posts

There are galvanized steel guardrails around the pitcher's bullpens in the left outfield (Photo F17) and the right field grass berm seating area. East of the bullpens and south of the Outfield Concession Stand are sloped grass berm areas for spectator seating. The guardrail is set on top of an approximately 10 ft. high concrete masonry unit (CMU) retaining wall around the bullpens and the right field grass berm seating area. The guardrail posts are welded to bearing plates cast into the top of the CMU wall. The base of the posts set into the CMU wall and the bearing plates have severely corroded. In some locations the post is corroded completely through the thickness of the post pipe wall. Corrosion has caused the steel to expand in volume and has stressed the CMU cap block, causing it to split and lose adhesion to the top of the wall (See Photos F10, F12 & F13).

See Photos in Appendix C.

We conclude this guardrail is dangerous as defined by the building code and could endanger spectators and require repair or an interim solution before the 2018 spring baseball season. Preliminary structural calculations indicate that the guardrail in its current state of deterioration cannot support the Code required lateral loading and could fail if this load is applied by spectators (See calculation in Appendix E.) The City has expressed concern that there is insufficient time for a full repair before the 2018 spring baseball season.

We recommend as an interim solution, that a secondary temporary guardrail fence be installed a few feet back from the existing guardrail at the bull pens and the right field grass berm seating area. For ease of construction, this could be placed along the back edge of the concrete encasement of the trench drains and along the east end of the bullpens and the east side of the right field grass berm seating area. This guardrail should consist of a 42 in. high chain link fence with posts and two pipe rails. Warning signs should be attached to the fence that there be no entry beyond these fences. The ballpark staff also suggested they would have staff in these area during games to monitor that spectators do not go beyond the fence. Construction drawings and structural calculations would be needed for this guardrail fence.

B. Right Field Pavilion Deck Drains

The concrete structural slab at the concourse level is the roof slab of the service level. This slab is covered with a peel and stick waterproofing with a drainage mat over the membrane. Our investigation determined that water intrusion at the Right Field Pavilion had caused corroded areas of the metal deck supporting the Concourse Level structural concrete slab, steel beams supporting the deck, and steel columns and bracing in the Service Level.

The corrosion that is occurring at Right Field Pavilion (Photos A3 & A8) has already been identified in the G&A Report of January 9, 2017 (See Appendix D). Water from storms and from wash down cleaning has seeped through cracks in the waterproofing coating (Photos J7 & J8) on the concrete party decks. This water was trapped in the drainage mat over the waterproofing membrane at the level of the structural concrete slabs. The original design had no provision for drains or an exit path for the trapped water. Water infiltration has been most severe along the steel beam at Column Line F1. This beam supports both the upper and lower structural concrete decks.

It was reported during the interview with the ballpark staff that there was also a concern that irrigation water getting onto the walking deck on the east side of the pavilion was contributing to the water intrusion on the upper structural slab. The construction of the concrete sidewalk in this area is a split slab consisting of, from the bottom up, a structural concrete slab cast on a metal deck, a peel and stick waterproofing membrane, a honeycombed drainage mat to collect any water above the membrane, and a concrete sidewalk topping slab. We observed that the deck drains in the sidewalk included drainage opening at the level of the waterproofing membrane to drain any water from the drainage mat. This drain is known as a promenade drain and is correct for this installation (Photos A35 & A38).

See Photos in Appendix C.

We conclude that the traffic coating on the concrete terraces allowed water to infiltrate the structure. The water was collected in the drainage mat above the waterproofing membrane. The trapped water eventually found some pathways through or around the waterproofing membrane and caused corrosion the structural steel elements in some locations. The hydrostatic pressure of the collected water pushed the water to leak at seams in the membrane and at terminations at the edges of the membrane, especially at the low point over Column Line F1. Deck drains should have been installed at the level of the concrete structural slabs to drain the collected water.

We recommended cutting open the deck along the steel beam at Column Line F1 and adding deck drains. These repairs to provide deck drains for the drainage mat over the waterproofing membrane are already underway (Photos F1 & F38). The corrosion has been removed from the structural steel elements and the bare metal coated with epoxy to prevent future corrosion. These repairs will be complete before the 2018 spring baseball season.

C. Broken/Missing Tile

We observed broken and missing pieces of detectable warning tiles that are set into the slab-on-grade concrete concourse sidewalk at the head of seating bowl aisles. G&A observed broken and missing tile at the head of aisle for Sections 117 & 188, Sections 109 & 110, Sections 103 & 104 (Photo G28), and Sections 101 & 102.

See Photos in Appendix C.

We conclude the broken and missing tiles present a tripping hazard. The cause for the damaged tile could not be determined. Further investigation should be done before repairing/replacing the tiles to determine if the tiles were damaged by abuse or if there is an underlying issue of support or setting bed failure.

We recommend that all broken and missing tiles at the head of the seating aisle be replaced before the 2018 spring baseball season. The tiles at the head of all aisles should be re-examined to verify other tiles do not need to be replaced.

D. Bubble in Waterproofing Coating

We observed an approximately 6 in. round bubble in the waterproofing coating at the third floor Observation Deck. The bubble is just south of the door into the elevator lobby.

See Photo H55 in Appendix C.

We conclude moisture vapor transmission (MVT) pressure under the waterproofing/traffic coating has caused the coating to delaminate from the concrete floor slab collected in the bubble. If this bubble is ruptured, it will create a path for water intrusion into the second floor ceiling. This type of bubble is typically caused when moisture gets between the metal roof deck and the surface applied traffic coating creating enough MVT pressure to blow off the traffic bearing waterproofing. The failure mode in these conditions is on the surface of the concrete. When you remove the bubble there is usually some concrete residue on the underside of the coating and there is usually either standing water under the bubble or discoloration from the moisture.

We recommend this defect in the waterproofing/traffic coating be repaired before the 2018 spring baseball season to avoid water intrusion into the building. The bubble should be removed and the surface of the underlying concrete examined. If there is deterioration of the concrete, the deteriorated

concrete should be removed and repaired before reapplying new waterproofing/traffic coating. Using a moisture mitigation primer on the concrete under the repair can hold off MVT pressure between 20 and 25 pounds per square inch (psi). But it may also alter the path of least resistance through the slab, causing a build up of MVT pressure in another area and another bubble to form. If this continues to happen, the steel roof decking may be “vented” by drilling 1/2 in. holes through the steel decking and just barely into the structural concrete slab. This will create an alternate path of least resistance for the MVT pressure through the structural slab capillaries passing through the steel roof deck and not collecting under the waterproofing /traffic coating.

E. Open Joint in CMU Wall

We observed an open exterior vertical joint in the CMU wall at the northwest corner of the utility chase of the south stair (Stair 4) of the right field pavilion.

See Photo H78 in Appendix C.

We conclude this is an open path for water intrusion within the structural masonry wall into the building and under the concrete terrace slabs. Water intrusion through this joint would not be stopped by the waterproofing membrane systems for the structural slabs.

We recommend this joint be routed out, cleaned and repointed with mortar.

Category 2 - Conditions That Require Repairs After 2018 Spring Baseball Season:

The following described conditions are causing deterioration of structural elements of the facility. The nature of the deterioration does not impose any immediate structural concerns and the expense of the repairs should be about the same whether done before or after the 2018 spring baseball season. These repairs can be postponed until after the 2018 spring baseball season to minimize the progress of the deterioration.

A. Corrosion of Steel Members

We observed corrosion of steel members under several differing conditions:

1. Corroded Posts Set into Concrete

Steel posts set into concrete at the locations described below are corroding. In detail BP-A8-6-1/A of the original Contract Construction Documents (CCD), the steel posts set into concrete were to be set in non-shrink grout and the top of the grout then sealed with sealant that was to protrude 1/4 in. above the concrete and be sloped away from the post to the concrete for drainage. This sealant is lacking at all steel posts. Thereby, water has intruded around the steel posts and caused corrosion at:

- All handrail posts in the spectator bowl seating aisle concrete slabs (Photo G16) and posts for spectator drink rails (Photo F15);
- All posts set into the top of concrete walls. The corrosion has caused the posts to expand and crack the concrete around the post (Photos G6 & G20); and
- All posts for the padded guardrail set in the concrete curb between the infield and the seating bowl. Not only are the posts corroded, but the water infiltration into the curb also corroded the reinforcing steel (rebar) in the curbs and caused the curbs to split (Photos G11 & G26). This condition happens at the curb between the spectator seating and the infield warning track. The entire length of the curb should be examined to determine how much of the curbing and posts should be repaired or replaced.

See Detail BP-A8-6-1/A in Appendix A and Photos in Appendix C.

We conclude water infiltrated around the posts and caused the posts to corrode because sealant was not installed as called for in Detail BP-A8-6-1/A in the CCDs. The moisture also reached the rebar in the walls and curbs and caused more corrosion. The corrosion caused expansion of the steel which stressed the concrete until it cracked.

We recommend the posts be removed, the damaged concrete removed, and the concrete prepared for reinstallation of the post. Repair or replace any deteriorated rebar. The end of the posts should be coated with epoxy, reset into non-shrink grout, painted with exterior grade paint to match the existing color and sheen of the guardrail, and sealant installed around the post.

2. Corroded Base Plates for Posts

We observed that some of the steel base plates for the guardrail posts at the top of the seating bowl are corroded. These plates are embedded in the slab-on-grade concrete sidewalk at the concourse level (Photos G13 & G14 in Appendix C).

We conclude the galvanized coating on the base plates has failed. Water has caused surface corrosion of the base plates.

We recommend the corrosion be removed and a groove routed out in the concrete around the perimeter of the base plate. The bare metal should be coated with epoxy and painted. The groove should be filled with silicone sealant.

3. Corroded Bolts at Seating

We observed the anchor bolts into the slab-on-grade concrete treads at the vertical uprights for the bowl armchair seating are corroded (Photos G12 & G27 in Appendix C).

We conclude that the steel anchor bolts that were used were used to anchor the vertical uprights of the armchair seats are susceptible to corrosion. Continued exposure to storm and wash down water will cause additional corrosion of the anchors. These anchors will eventually fail.

We recommend these anchor bolts be replaced with new steel anchors when the bowl seating is replaced. A longer term solution would be to replace the anchors with stainless steel bolts.

4. Corroded Structural Steel

We observed corrosion at the following structural steel elements:

- Corroded spots on galvanized steel members for trellis canopies at ballpark entries (Photos H20, H21, H7 & H27);
- Corroded galvanized steel beams supporting the second floor deck and braces at third floor observation deck canopy (Photos H32 & H57);
- Corroded bolts at steel beams supporting first floor deck over ground keeper's area at center field concession (Photo H74);
- Corrosion of steel column at scoreboard (Photo H71); and
- Corrosion of steel closure members at the edges of the concrete slab floor slabs on metal floor decking. Corrosion was seen along the edge of the second floor suite patio (Photo H41) and in the ground keepers storage area along the underside of the southwest second floor slab at the center field concession stand (Photo H75).

See Photos in Appendix C.

We conclude the galvanize coatings on the steel members have failed or a corrosion resistant coating was absent. Moisture has reached the steel causing corrosion.

We recommend removing corrosion to bare metal, coating with epoxy or high quality galvanizing coating and repainting.

B. Sealant at Steel Columns

We observed the following steel columns embedded directly into concrete piers and sidewalks:

- Steel columns with a concrete wrap at the column base for the columns that support the main building structure (Photo H24);
- Steel columns in the entry sidewalks for the trellis structures (Photo H22);

- Steel columns in flush piers for the “club” seating canopy structure (Photo H29); and
- Steel columns in contact with the concrete floor at the right field pavilion (Photo J4).

See Photos in Appendix C.

We conclude the CCDs did not address the joint between the steel column and the concrete, either at the concrete wrap around the columns or the columns at the sidewalks, flush piers, or floor slabs. The original design intent was for the galvanized steel and the concrete thickness (cover) over the rebar to protect the steel from moisture. The corroded galvanized steel structural members we observed have corroded spots. The galvanized coatings on the steel members is not reliable protection. Over time moisture will migrate down between the steel columns and the concrete. This can create a potential for deterioration of the steel and/or concrete. This joint should be sealed.

We recommend a bead of silicone sealant be applied around the perimeter of all steel columns set into concrete.

C. Corroded Steel Siding Trim

We observed corroded metal siding base trim at the southeast end of the second floor suite patio deck. (See Photo H40 in Appendix C.)

We conclude the finish on the base trim has failed and moisture from the powered wash down water of the patio deck caused the corrosion of the metal. Wash down water sheeting down the face of the metal wall panels is also trapped and collected in the base trim.

We recommend the corrosion be removed to bare metal and the trim primed and painted. The joint between the bottom of the base trim and the concrete patio should be sealed with silicone sealant. 1/4 in. weep holes should be drilled at 12 in. on center near the bottom edge of the base trim to drain any water that is collected in the base trim. Do not block weep holes with the silicone sealant.

Category 3 - Repairs That Can Be Deferred to Normal Maintenance

These conditions need to be monitored as part of normal facility maintenance and repaired or replaced as needed.

A. Corroded Piping

We observed corroded sewer pipes exposed under the second floor deck at the main building (See Photos H25 & H31 in Appendix C).

We conclude that cast iron sewer pipe is susceptible to corrosion during its service life which eventually leads to cracks in the pipe.

We recommend that the sewer pipes be monitored for signs of corrosion and leaks and be replaced as part of normal maintenance.

B. Corroded Pipe Hangers

We observed corroded beam clamps for pipe hangers at the canopy for the second floor suite patio (See Photo H42 in Appendix C).

We conclude the corroded beam clamps may ultimately fail. Over time the corrosion may also spread to the steel beams of the canopy.

We recommend the existing beam clamps should be replaced with new steel clamps that are painted to match the beam color or with new stainless steel clamps.

Category 4 - Maintenance Issues

We observed damage to many of the weather proofing covers on electrical devices that protrude out of the sidewalks (Photo H23). We also observed open communication boxes (Photo H54).

See Photos in Appendix C.

We conclude, as with all public facilities with crowds, protruding objects and surface mounted devices are always susceptible to damage. These protruding objects can also be trip hazards if they are not protect from pedestrian traffic during public events.

We recommend that the outlets should be periodically inspected and damage covers replace to protect the public and marked with warning cones during public events if not used and obscured by portable concession stands. The covers of communications boxes should be maintained closed unless the devices are being serviced.

Category 5 - Conditions That Require Further Investigation

We observed conditions that need further investigation to determine the appropriate repairs. The investigation, structural analysis, and repair drawings and specifications are beyond the scope of the visual observations of this report.

A. Retaining Walls Pushed Out of Plumb

We observed horizontal displacement at the top of three concrete retaining walls and one CMU retaining wall as follows:

At the concrete retaining wall south of the first base outfield line, the top has moved out about 1 in. to the north (Photos D14 & D18). In addition, sections of the sidewalk behind the wall have also moved

about half of that distance to the north. This movement has torn open the sealant between the sidewalk and the wall and at the first expansion joint in the sidewalk (Photos D16 & D17).

At the concrete walls along the north side of the access drive and tunnel to the field the following was observed (Photo D39.):

- The entire length of the top of the concrete retaining wall along the access drive east of the tunnel has been pushed about two inches out of plumb (Photo D23);
- The top east corner of the concrete retaining wall just past the west side of the tunnel has been pushed about two inches out of plumb (Photos D32 & D38). This does not happen the entire length of the wall and has caused a vertical crack in the wall (Photo D25). The movement has pulled on the CMU retaining wall above it and caused severe cracking of the CMU (Photo D26). The movement has also let the grass area behind the wall to settle (Photo D29). The settlement at the southeast corner of the grass area has settled so much that the sprinkler head has been pulled down and created a pocket behind the wall where irrigation water can freely flow behind the wall, adding to pressure that is moving the wall (Photo D30).
- The CMU retaining wall north of the access tunnel has been displaced, ends are failing by cracking, and the guardrail posts and supports and bearing plate have corroded and cracked off the CMU cap. The expansion joint between the wall and the sidewalk behind the wall has also been torn open (See Photos D27 & D31.) The repair drawings and specifications for the remediation of the guardrail posts are included in Appendix F.

See Photos in Appendix C.

We conclude that further investigation, structural calculations and construction drawings will be needed to resolve the movement of the retaining walls. This is beyond the scope of this report.

We recommend that the landscaping and irrigation sprinkler head be raised to stop water from getting behind the north retaining wall adjacent to the sloped grass berm seating area.

B. Deteriorated CMU Wall

We observed deterioration of the exterior of the first floor CMU wall at the southwest corner of the Outfield Concession Stand. The wall shows significant signs of moisture infiltration above the grass, and in some areas, also extends above the Concession Stand floor slab. Some of this may be due to over spray from adjacent irrigation sprinklers. However, we also observed distress in the epoxy floor coating at the transition from the interior floor slab to this wall. Wash-down of the floor slab in the concession stand could be contributing to water penetrating into this wall. At the west side of this wall, efflorescence (salts deposited from moisture penetrating through the wall, which appear as white deposits on the surface of the wall) extends up approximately 8 ft. above the Concession Stand floor slab on the exterior of the wall. There is a walk-in cooler inside of the Concession Stand in this corner.

See Photos H79 & H80 in Appendix C.

We conclude masonry walls are significantly more susceptible to corrosion related damages due to moisture penetration than concrete walls. Masonry is significantly more porous than concrete, and is capable of absorbing significant amounts of moisture. Both are reinforced with steel rebar, which corrodes in the presence of moisture and chlorides, expanding from 3 to 10 times its original volume, causing cracking, spalling, and deterioration of concrete or masonry elements. Therefore, the source of this moisture should be evaluated, repairs and modifications performed to prevent continued moisture infiltration, and proper protection of the wall to prevent further deterioration. Determination of the exact cause is beyond the scope of this report.

We recommend further investigation should be done to determine the specific cause of the deterioration. The cause should be eliminated and the affected CMU should be removed. Any rebar that has been corroded should be repaired or replaced and the new CMU installed.

C Ground Keeper's Area Under Outfield Concession Stand

It was reported by the ground keeping personnel that significant amounts of water streamed down the wall on the northeast side of their shop periodically. We observed several plumbing sewer drains in that area.

We concluded that the source of this moisture could not be readily determined. The water could be related to leaks in these drains or it could be from the wash-down of the concession floor causing leaks between the floor and the drains.

We recommend further investigation to determine the mechanism of the water intrusion.

D. Water Leak at Elevator

We observed water ponding in front of the service level elevator door at the right field pavilion. The water appears to be seeping up through joints in the floor slab and the water has a sewer smell.

See Photos H76 & H77 in Appendix C.

We conclude the most likely source of the water leak is a forced sewer line in this area that runs from the north end of the building to a sewer line south of the building. The sewer line was videoscoped but the location of a leak could not be determined. As the team locker rooms are near this location, the sewer line should be repaired before the 2018 spring baseball season.

We recommend the concrete floor slab in the area in front of the elevator be cut open to expose the forced sewer line. The sewer line should be examined to find the source of the leak and the sewer line repair. The excavation should be backfilled, compacted and the floor slab replaced. It was reported to us that the contractor has cut open the floor, excavated to the sewer line, found the leak and replace the

damaged piping. The excavation was then filled with fresh, compacted soil and the concrete floor slab replaced.

E. Cracks in Concrete Elements

We observed cracks in concrete elements:

- At the northeast corner of Seating Section 123, there are cracks in the retaining wall (Photo G9);
- At the stairs behind Seating Section 107, in front of the “club” seating, there are cracks in the risers (Photo G22). The stairs at the other end of the aisle in front of the “club” seating should also be examined for cracks;
- At the stairs in the aisle along the east side of Seating Section 101, there are repairs to the concrete risers that have failed (Photo G31); and
- At the sidewalk behind the middle of Seating Section 103, there is a crack in the concrete sidewalk (Photo G29).

See Photos in Appendix C.

We conclude repairs should be made to the observed cracks in the cracks in the concrete walls and slab-on-grade sidewalks. Previous repairs that have failed should be redone

We recommend that each crack in the concrete should be individually evaluated to determine the appropriate repair. The repairs to the stair risers should have the highest priority as they may evolve into trip hazards over time.

F. Stair 2 at Main Building

Per Stair Section BP-A73-1/C in the CCDs, the cantilevered stair runs are to extend from landing to landing. Per Details 15 and 16 on Sheet BP-S1.4, the cantilevered steel support is to support the stair treads and risers. We observed the cantilever steel support was also used to support part of the stair landings.

See Section BP-A73-1/C and Details BP-S1.4/15 & 16 in Appendix A and Photo H66 in Appendix C.

We conclude that the bottom edge of the cantilever is not supported as it is by the stair tread in the stair run. This lack of support may allow the vertical section to bend sideways (cripple) and loose support. We looked for but could not find construction documentation for this change.

We recommend further structural review and calculations be preformed to confirm the as-built construction is adequate.

Category 6 - Other Observations

We observed conditions that should be monitored but should not require any action for several years.

A. Sprayed Polyurethane Foam Roofing

We observed the condition of the sprayed polyurethane foam (SPF) roofing. The service life of this roofing depends on retaining the protective elastomeric coating applied of the polyurethane foam. As the roofing ages, the elastomeric coating gradually wears away. Ultimately a new elastomeric coating needs to be applied before the existing coat wears through. The horizontal roofing surface has sand embedded into it. As the coating wears away, some of the sand particles are release and can wash across the roof. This is not an indication that the elastomeric coating has worn down to a point were is needs to be recoated, but is a natural part of the wear process. The elastomeric coating on the parapet walls showed no sign that the coating is wearing through.

See Photos H43 & H53 in Appendix C.

We conclude that the SPF roofing is nine years old and is about half way through its service life.

We recommend that the roofing be inspected at least twice a year to check on its wear and monitor any physical damage. The elastomeric coating and sand particles should be repaired as needed. A completely new application of the elastomeric coating and sand particles should be done before the end on the service life of the SPF roofing.

B. Field Lighting Poles

We observed the condition of the eight (8) field lighting poles, starting with our designated Pole #1 behind the Right Field Pavilion and continuing counterclockwise around the field to our designated Pole #8 behind the third base line outfield seating (Refer to photo location plan for Sets "K" & "L" in Appendix B). Poles #1, #2, #3, #4, #6 and #7 are galvanized steel poles that are slipped over precast concrete foundation piers. Poles #5 and #8 are galvanized steel poles that are connected to cast in place concrete piers with twelve galvanized anchor bolts. The access panel on each pole was removed and the interior contact of the pole and the concrete was photographed. The poles with the precast concrete foundation piers have small electrical access openings 12 in. to 18 in. above the top of the concrete. A fiber optic camera with a remote viewer was used to observe and photograph the interior base of these poles. The poles with cast in place concrete pier foundations have large electrical access opening that permitted visual observation and photographs to be taken of the interior base of these poles. See Photos K7, L7, K17 & K20 in Appendix C for representative photographs.

We conclude the most likely spot to see evidence of internal corrosion in the light poles would be at the base of the pole where it contacts the concrete support. There was not any visual sign of corrosion at the base of the poles.

We recommend light pole be inspected annually for any sign of corrosion, being particularly observant for any rust colored water seeping out of the pole or at the pole bases during normal maintenance.

ITEM #: 9.
DATE: 06/06/2022
AI #:927



CITY COUNCIL ACTION REPORT

SUBJECT: PUEBLO VERDE STORAGE DEVELOPMENT - WALL EASEMENT AGREEMENT

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

SUMMARY

City to consider entering into a wall easement agreement with Goodyear Sarival SS, LLC., an Arizona limited liability company to allow for a zero-setback wall easement, wherein the east wall of Storage Building B will serve as the west wall for the City Fire Station 184 located at Yuma Road.

Recommendation

Approve and provide direction to the City Manager to enter into the City of Goodyear and Goodyear Sarival SS, LLC Building B East Wall Easement Agreement. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the City in the fiscal year 2022 or in future years created by the City entering into this easement agreement.

BACKGROUND AND PREVIOUS ACTIONS

On or about April 26, 2021, Council approved a Special Use Permit (20-350-00001) for the Pueblo Verde Storage facility. This Special Use Permit included a number of stipulations specific to the Fire Station 184 westside wall. These stipulations require the Goodyear Fire Chief, and/or his designee to approve the proposed site plan and construction plans for the west side wall for Fire Station 184. The stipulations also require the City Council's approval of all agreement(s) and/or easements to ensure the aesthetics, safety, integrity, security, and ongoing operations of the Fire Station 184 site and provide an outline of the items to be included in any easement agreement pertaining to the Fire Station 184 west side wall replacement.

On or about May 5, 2021, the City approved the Conceptual Overall Site Plan for the Pueblo Verde Storage facility. This site plan reflects the zero-setback wall (Building B) along the east side of the Pueblo Verde Storage facility property, adjacent to the west property boundary for Fire Station 184.

STAFF ANALYSIS

City staff has worked with the developer of the Pueblo Verde Storage facility to draft the attached easement agreement, as required to meet the terms of their Special Use Permit approved in April of 2021. The terms of this agreement include protections for the Fire Station 184 site, including a requirement to coordinate activities with the commanding Fire Department Officer at Fire Station 184; as well as, provisions for security and safety, financial security, and indemnity and liability.

Attachments

Easement Agreement

When recorded Mail to:

City of Goodyear
City Clerk / JK
190 N. Litchfield Road
P.O. Box 5100
Goodyear, Arizona 85338
QS-76

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

**CITY OF GOODYEAR AND
GOODYEAR SARIVAL SS, LLC
BUILDING B EAST WALL EASEMENT AGREEMENT**

THIS CITY OF GOODYEAR AND GOODYEAR SARIVAL SS, LLC BUILDING B EAST WALL EASEMENT AGREEMENT ("Agreement") is entered into and effective as of the "Agreement Date" defined below, by and between the City of Goodyear, an Arizona municipal corporation (the "City"), and "Goodyear Sarival SS, LLC" as defined in Article II, Section 2.1. The City of Goodyear or the Goodyear Sarival SS, LLC may be referred to as a "Party" to this Agreement, or the City of Goodyear and the Goodyear Sarival SS, LLC may be referred to collectively as the "Parties" to this Agreement.

WITNESSETH:

WHEREAS, the City owns the "Goodyear Fire Station 184 Property" as defined in Article II, Section 2.1; and

WHEREAS, the Goodyear Sarival SS, LLC owns the "Pueblo Verde Storage Property" as defined in Article II, Section 2.1; and

WHEREAS, the City approved a special use permit, and the City approved the "Site Plan" as defined in Article II, Section 2.1 to permit Goodyear Sarival SS, LLC to construct a convenience storage (mini-storage) use/development on an approximately 3.8-acre Pueblo Verde Storage Property which is part of the larger 6.52-acre "Pueblo Verde Neighborhood Commercial Property" which is zoned C-1 (Neighborhood Commercial) and located at the southeast corner of Sarival Avenue and Yuma Road; and

WHEREAS, the City and the Goodyear Sarival SS, LLC desire to enter into this Agreement to define the easement terms and the agreement terms between Parties since the "Building B" depicted on said Site Plan is approved by the City to be constructed upon the Pueblo Verde Storage Property with a zero setback and said Building B construction will require the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property; and, the Building B east wall will become and function as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.

NOW, THEREFORE, in consideration of the mutual promises and covenants of each to the other contained in this Agreement and other good and valuable consideration, receipt of which is hereby acknowledged, the Parties hereto do covenant and agree as follows:

ARTICLE I **THE AGREEMENT/RECITALS**

Section 1.1. Purpose. The purpose of this Agreement is to memorialize the covenants and agreements between the City and the Goodyear Sarival SS, LLC, with regard to the construction of "Building B" as depicted on the attached Site Plan upon the Pueblo Verde Storage Property with a zero setback, and with regard to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, and with regard to the Building B east wall perpetually functioning as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.

Section 1.2. Term. The term of this Agreement shall commence on the Agreement Date and shall continue into perpetuity, and this Agreement shall be recorded against and shall run with Goodyear Fire Station 184 Property and the Pueblo Verde Storage Property.

Section 1.3. Recitals. The above recitals are true and correct as of the date hereof and constitute a part of this Agreement.

ARTICLE II **DEFINITIONS**

Section 2.1. Definitions. The following are terms used in this Agreement. Their meanings as used in this Agreement shall be expressly indicated below, unless the context of this Agreement requires otherwise:

- (a) **Agreement:** This Agreement to memorialize the covenants and agreements between the City and the Goodyear Sarival SS, LLC, with regard to the construction of "Building B" as depicted on the attached Site Plan upon the Pueblo Verde Storage Property with a zero setback to be constructed on the property line adjacent to Fire Station 184 Property, and with regard to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, and with regard to the Building B east wall perpetually functioning as the new west rear yard (side) wall of the Goodyear Fire Station 184 Property.
- (b) **Agreement Date:** The date that the last party to this Agreement executes this Agreement.
- (c) **Building B:** The Pueblo Verde Storage Property building depicted on the Site Plan as "Building B."
- (d) **City:** City of Goodyear, an Arizona municipal corporation.

- (e) Goodyear Fire Station 184 Property: The real property (and not including the interior of any building structures) addressed as 16161 W. Yuma Road, Goodyear, AZ 85338, and legally described in Exhibit A, attached hereto and made a part hereof.
- (f) Goodyear Sarival SS, LLC: Goodyear Sarival SS, LLC, an Arizona limited liability company.
- (g) Pueblo Verde Storage Property: The real property addressed as _____ W. Yuma Road, Goodyear, AZ 85338, and legally described in Exhibit B, attached hereto and made a part hereof.
- (h) Site Plan: The City approved Site Plan, attached hereto as Exhibit C, and made a part hereof, which depicts Building B and was approved by the City to permit Goodyear Sarival SS, LLC to construct a convenience storage (mini-storage) use/development on an approximately 3.8-acre Pueblo Verde Storage Property which is part of the larger 6.52-acre "Pueblo Verde Neighborhood Commercial Property" which is zoned C-1 (Neighborhood Commercial) and located at the southeast corner of Sarival Avenue and Yuma Road as depicted in said site plan.
- (i) Gap Area: Any area on the Pueblo Verde Storage Property that is east of Building B but is enclosed within the walled area of the Goodyear Fire Station 184 Property following the construction of Building B and following the construction of the Goodyear Fire Station 184 Property wall connections to the east side of Building B as shown in Exhibit D attached hereto and made a part hereof.
- (j) Goodyear Permanent Easement Area: That part of the Pueblo Verde Storage Property that the City is granted a permanent easement over, under, across and through pursuant to the terms of Article III, Section 3.1, paragraph (t), and said Goodyear Permanent Easement Area is legally described and depicted in Exhibit E, attached hereto and made a part hereof.

ARTICLE III **COVENANTS AND AGREEMENTS**

Section 3.1. Covenants and Agreements of the Goodyear Sarival SS, LLC. The Goodyear Sarival SS, LLC covenants and agrees with the City that:

- (a) Site Plan Compliance: Goodyear Sarival SS, LLC agrees that the construction of Building B shall be performed in compliance with the Site Plan attached hereto as Exhibit C.
- (b) Non-Interference with Fire Station Operations: Goodyear Sarival SS, LLC agrees that construction and maintenance of Building B shall be performed at the sole expense of the Goodyear Sarival SS, LLC, such that the aesthetics, safety, integrity, security, and on-going operations of the Goodyear Fire Station 184 Property shall not be negatively impacted.

- (c) No Permanent Access to Goodyear Fire Station 184 Property: Goodyear Sarival SS, LLC agrees that Building B shall be constructed and maintained such that after completion of the construction of Building B, there is no possible way to enter from Building B to the Goodyear Fire Station 184 Property. The Goodyear Sarival SS, LLC agrees that there will be no doors, exits, or windows along the east wall of said Building B.
- (d) Building B East Wall Color and Materials: Goodyear Sarival SS, LLC agrees that the east wall of Building B shall be constructed and maintained to match the theme, color and materials of the currently existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property.
- (e) Security and Safety: Goodyear Sarival SS, LLC agrees that Building B shall be constructed with adequate security and safety measures approved by the City to secure the Goodyear Fire Station 184 Property during construction of Building B and to facilitate the safe operation of the Goodyear Fire Station 184 Property during construction of Building B. Goodyear Sarival SS, LLC agrees that prior to the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property, Goodyear Sarival SS, LLC and its construction contractor will meet with the commanding Fire Department Officer of the Goodyear Fire Station 184 at least forty-eight (48) hours prior to any construction to coordinate said security and safety measures such that the construction of Building B can be accomplished with minimal disruption to the operations of the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that there will be no construction or other vehicular traffic through the Goodyear Fire Station 184 Property. Once the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property is removed for the construction of Building B, the Goodyear Sarival SS, LLC construction contractor shall install temporary fencing such that the Goodyear Fire Station 184 Property rear yard area is secured and Goodyear Sarival SS, LLC shall use commercially reasonable efforts to conduct all the Building B construction activities on the west side of said temporary fencing.
- (f) Financial Security: Goodyear Sarival SS, LLC agrees to deposit \$75,000.00 in cash with the City prior to the City's issuance of a building permit to construct Building B, connect the Goodyear Fire Station 184 existing yard walls to the east wall of said Building B, and restore the Goodyear Fire Station 184 Property. Said \$75,000.00 cash deposit will become due and payable back to Goodyear Sarival SS, LLC without any accrued interest immediately following the City's final inspection and acceptance of said building/wall improvements and restoration work. The City shall make all efforts to perform its final inspection as soon as is reasonably practical after completion of said building/wall improvements and restoration work by Goodyear Sarival SS, LLC. Goodyear Sarival SS, LLC agrees further that the City may utilize said \$75,000.00 cash deposit to complete the construction of the east wall of said Building B, connect the Goodyear Fire Station 184 existing yard walls to the east wall of said Building B, and restore the damaged and disturbed areas of the Goodyear Fire Station 184

Property if Goodyear Sarival SS, LLC and its construction contractor(s) fail to complete said building/wall improvements and restoration work within two hundred and seventy (270) days following the removal of the existing west rear yard (side) wall located upon the Goodyear Fire Station 184 Property and the installation of temporary fencing as described above in paragraph (e).

- (g) Indemnification. Goodyear Sarival SS, LLC agrees to indemnify, defend and hold harmless the City, and its officers and employees, from all liabilities, damages, losses and costs, including reasonable attorneys' fees and court costs, caused by the negligence, recklessness and/or intentional misconduct of Goodyear Sarival SS, LLC, and/or its contractors who perform work or provide labor, services, and materials for the construction or maintenance of Building B, or during the occupation and/or restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement.
- (h) Minimum Scope and Limits of Insurance. Goodyear Sarival SS, LLC agrees to require its "Contractors" who perform work or provide labor, services, and materials for the construction or maintenance of Building B, or during the occupation and/or restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement to obtain and maintain in full force and effect all of the following minimum scope of insurance coverages described below in paragraph (i) through (k) with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc. rating of not less than A- or above and a category rating of not less than "VIII" with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- (i) Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, for each occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products/completed operations, contractual covering, personal injury/bodily injury, property damage, but not limited to, the liability assumed under the indemnification provisions of this Agreement which coverage will be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof. The certificate of insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations of indemnification required by this Agreement. A general liability insurance policy may not be written on a "claims made" basis. These limits may be met through a combination of primary and excess liability coverage.
- (j) Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage will be at least as broad as coverage Code 1 "any auto" under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.

- (k) Workers' Compensation. Workers' Compensation as required by State and federal law statutes having jurisdiction over its employees engaged in the performance of any Services herein. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (l) Endorsements/Certificates of Insurance. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following requirements described below in paragraphs (m) through (o):
- (m) Additional Insureds. "The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of, or related to, activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (n) Primacy of Coverage. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer's liability. Contractor's policy shall be primary and non-contributory.
- (o) Certificates of Insurance. Contractor shall provide the City with certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any activities or services under this Agreement.
- (p) No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the work, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Agreement.
- (q) Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Agreement, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect

coverage provided to the City, its officers, officials, agents, employees and volunteers.

- (r) Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Agreement, except after prior written consent from the City. Notice will be sent as required herein.
- (s) Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- (t) Grant of Permanent Easement Rights: Goodyear Sarival SS, LLC hereby grants to the City a non-exclusive permanent easement (for the benefit of the Goodyear Fire Station 184 Property) over, across, under and through the Goodyear Permanent Easement Area (including access to the interior of the Building B storage units) for the purpose of providing the City with the permanent right (but not the obligation) to use, maintain and reconstruct the east wall of said Building B to serve as the west rear yard (side) wall securing and serving said Goodyear Fire Station 184 Property, and for the purpose of providing the City with the permanent right (but not the obligation) to use and maintain the Gap Area.
- (u) Maintenance and Reconstruction: Goodyear Sarival SS, LLC agrees, at its sole expense, to maintain, paint, and repair the east wall of Building B into perpetuity such that the east wall of Building B is neat, clean and aesthetically pleasing as viewed from the Goodyear Fire Station 184 Property, and if necessary, Goodyear Sarival SS, LLC agrees, at its sole expense, to reconstruct the east wall of Building B with the theme, color and materials that match the rear yard (side) wall located upon the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that if Goodyear Sarival SS, LLC fails to maintain, paint, repair and/or reconstruct the east wall of Building B as required herein, the City may serve notice of default pursuant to Article IV of this Agreement and after expiration of the "cure period," the City may proceed to enter into the Goodyear Permanent Easement Area and perform any reasonable maintenance, repairs and/or reconstruction of the east wall of Building B. Thereafter, the City shall invoice Goodyear Sarival SS, LLC (or its successor in interest to the Pueblo Verde Storage Property) for said costs incurred by the City, and said City invoice shall be due and payable within thirty (30) days of the City's issuance of said invoice.
- (v) Extension and Connection of Existing Goodyear Fire Station 184 Property Yard Walls to the East Wall of Building B: Goodyear Sarival SS, LLC agrees, at its sole expense, to construct and extend the existing northern and southern Goodyear Fire Station 184 Property yard walls that currently run east-to-west such that they connect to the east wall of Building B and share a common theme, color and materials that match the

rear yard (side) walls located upon the Goodyear Fire Station 184 Property as well as matching the common theme, color and materials of the east wall of Building B.

- (w) Restoration of the Goodyear Fire Station 184 Property: Goodyear Sarival SS, LLC agrees, at its sole expense, to restore the damaged and disturbed areas of the Goodyear Fire Station 184 Property, when it removes the existing west Goodyear Fire Station 184 Property yard wall and constructs Building B as shown on the Site Plan, and when it extends the existing east/west Goodyear Fire Station 184 Property yard walls such that they connect to the east wall of Building B. The Parties anticipate that said construction will require the restoration of the landscaped area (and possibly the curbing and pavement areas) lying east of Building B that becomes damaged and disturbed during the Building B construction and during the deconstruction/reconstruction of the west yard wall of the Goodyear Fire Station 184 Property. Goodyear Sarival SS, LLC agrees further that said damaged and disturbed landscaping (and possibly curbing and pavement) will be replaced and restored contemporaneously with the completion of Building B. Goodyear Sarival SS, LLC also agrees, at its sole expense, to restore said landscaped area such that the disturbed landscaped area will be covered with decomposed granite and/or landscape plants and rocks to match the established Goodyear Fire Station 184 Property landscape theme.

Section 3.2. Covenants and Agreements of the City. The City covenants and agrees with the Goodyear Sarival SS, LLC that:

- (a) License: The City hereby grants the Goodyear Sarival SS, LLC, and its contractors a revocable license during the term of this Agreement to access and occupy the Goodyear Fire Station 184 Property to perform work or provide labor, services, and materials for the construction, reconstruction, and/or maintenance of Building B, and for the restoration of the Goodyear Fire Station 184 Property pursuant to the terms of this Agreement.
- (b) Coordinated Use of the License: After the initial construction of Building B pursuant to Section 3.1 (e), Goodyear Sarival SS, LLC agrees to provide the commanding Fire Department Officer of the Goodyear Fire Station 184 at least forty-eight (48) hours prior notice of any scheduled need to access and occupy the Goodyear Fire Station 184 Property to perform work or provide labor, services, and materials for the reconstruction, and/or maintenance of Building B. Goodyear Sarival SS, LLC, agrees further that any access or occupation of the Goodyear Fire Station 184 Property shall be preceded by an in-person meeting with the commanding Fire Department Officer of the Goodyear Fire Station 184 to discuss and agree upon security and safety measures such that there will be minimal disruption to the operations of the Goodyear Fire Station 184 Property.

ARTICLE IV
DEFAULT AND REMEDIES UPON DEFAULT

Section 4.1. Default. If a party to this Agreement materially defaults in the due and timely performance of any of its covenants, or agreements hereunder, the other party(s) may give notice of default of this Agreement. The notice shall specify with particularity the default or defaults on which the notice is based. The notice shall specify a thirty (30) day cure period within which the specified default or defaults must be cured. If the nature of the cure is such that it can-not be completed within the thirty (30) day period, the cure shall be commenced within the thirty (30) day cure period and diligently pursued to completion. If the specified defaults are not cured within the cure period, the other party(s) may pursue all remedies and sanctions available at law and in equity, including specific performance.

Section 4.2. No Remedy Exclusive. No remedy herein conferred upon or reserved to a party to this Agreement shall be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

ARTICLE VI
GENERAL PROVISIONS

Section 6.1. Notices. All notices, requests, demands or other communications required or permitted by this Agreement shall be in writing and delivery shall be deemed to be sufficient if delivered personally or by registered or certified mail, return receipt accepted, postage prepaid, addressed as follows:

If to City:	City of Goodyear Attn: City Manager 190 N. Litchfield Road Goodyear, AZ 85338
If to Goodyear Sarival SS, LLC:	Goodyear Sarival SS, LLC Attn: John Hartman 4915 E. Baseline Road, Suite 105 Gilbert, AZ 85234

or to such other address as the party addressed shall have previously designated by notice given in accordance with this Section. Notices shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, or on the third day after mailing if mailed as provided above, provided, that a notice not given as above shall, if it is in writing, be deemed given if and when actually received by a party.

Section 6.2. Non-Assignability. Neither the City nor the Goodyear Sarival SS, LLC shall assign any interest in this Agreement nor shall either party transfer any interest in the same without the prior written consent of the other party.

Section 6.3. Running of Benefits and Burdens, and Binding Effect. This Agreement is entered into, and the benefits and burdens hereof, shall run with the land described herein and are binding upon and inure to the benefit and the burden of the parties hereto and their respective successors, heirs, personal representatives, and permitted assigns.

Section 6.4. Severability. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 6.5. Amendments, Changes and Modifications. This Agreement may be amended or any of its terms modified or changed only by a written amendment authorized and executed by the City and the Goodyear Sarival SS, LLC.

Section 6.6. Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.7. Entire Agreement. This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

Section 6.8. Governing Law. This Agreement shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles. Any action arising out of this Agreement shall be commenced and maintained in Maricopa County Superior Court, State of Arizona.

Section 6.9. Cautions. The captions and the headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision or section of this Agreement.

Section 6.10. Cancellation. This Agreement is subject to cancellation pursuant to A.R.S. §38-511.

(Signatures and Acknowledgements on the following pages)

IN WITNESS WHEREOF, the City and the Goodyear Sarival SS, LLC have caused this Agreement to be executed by its duly authorized representatives.

CITY OF GOODYEAR,
an Arizona municipal corporation

By _____
Julie Karins

Its: City Manager

NOTARY BLOCK

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this _____ day of _____, 2021, before me a Notary Public within and for said County, personally appeared Julie Karins to me personally known, who by me duly sworn, each did say that she is the City Manager of the City of Goodyear, an Arizona municipal corporation named in the foregoing instrument, and that the seal affixed to said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council and said City Manager acknowledged said instrument to be the free act and deed of said municipal corporation.

Attest:

Notary Public

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

**GOODYEAR SARIVAL SS, LLC,
an Arizona limited liability company**

By: John K. Hartman

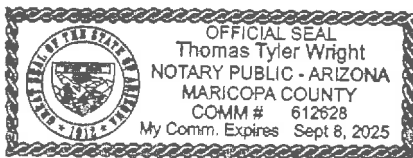
Name: John K. Hartman

Its: Member

NOTARY BLOCK

STATE OF ARIZONA)
) ss:
COUNTY OF MARICOPA)

On this 12th day of MAY, 2021, before me a Notary Public within and for said County, personally appeared JOHN HARTMAN to me personally known, who by me duly sworn, each did say that he/she is the MEMBER of Goodyear Sarival SS, LLC, an Arizona limited liability company, the limited liability company named in the foregoing instrument, and that said instrument was signed on behalf of said limited liability company by authority of its Board of Directors and said MEMBER acknowledged said instrument to be the free act and deed of said limited liability company.



Thomas Tyler Wright
Notary Public

EXHIBIT A

Legal Description of the Goodyear Fire Station 184 Property

THAT PORTION OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 18, BEING A BRASS CAP FLUSH, FROM WHICH THE NORTHEAST CORNER OF SECTION 18 BEING A BRASS CAP IN A HANDHOLE, BEARS NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 5147.33 FEET;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, ALONG THE NORTH LINE OF SAID SECTION 18, A DISTANCE OF 740.70 FEET;

THENCE DEPARTING SAID LINE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 33.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, A DISTANCE OF 176.00 FEET;

THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, A DISTANCE OF 42.00 FEET;

THENCE SOUTH 45 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 76.63 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 45.82 FEET;

THENCE SOUTH 08 DEGREES 51 MINUTES 46 SECONDS EAST, A DISTANCE OF 65.76 FEET;

THENCE SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, A DISTANCE OF 60.00 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEAST AND HAVING A RADIUS OF 350.00 FEET;

THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 32 DEGREES 46 MINUTES 52 SECONDS, A DISTANCE OF 200.24 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST, A DISTANCE OF 293.91 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, A DISTANCE OF 456.51 FEET BACK TO THE POINT OF BEGINNING.

EXHIBIT B

Legal Description of the Pueblo Verde Storage Property

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

A portion of land lying within Section 18, Township 1 North, Range 1 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

COMMENCING at the Northwest corner of said Section 18, from which the North quarter corner thereof bears North 89 degrees 53 minutes 00 seconds East, 2561.35 feet;

Thence along the North line of the Northwest quarter of said Section 18, North 89 degrees 53 minutes 00 seconds East, 473.66 feet;

Thence leaving said North line, South 00 degrees 07 minutes 00 seconds East, 75.00 feet to the POINT OF BEGINNING;

Thence along a line that is parallel and 75.00 feet South of the afore mentioned North line, North 89 degrees 53 minutes 00 seconds East, 267.25 feet;

Thence leaving said parallel line, South 00 degrees 23 minutes 37 seconds East, 414.51 feet;

Thence South 89 degrees 53 minutes 00 seconds West, 460.10 feet;

Thence North 00 degrees 00 minutes 28 seconds West, 164.52 feet;

Thence North 89 degrees 53 minutes 00 seconds East, 170.00 feet;

Thence North 00 degrees 00 minutes 25 seconds East, 170.00 feet;

Thence North 89 degrees 53 minutes 00 seconds East, 20.00 feet;

Thence North 00 degrees 00 minutes 02 seconds West, 79.99 feet to the POINT OF BEGINNING.

EXHIBIT C

City Approved Pueblo Verde Storage Property Site Plan Depicting Building B

COPY ON FILE WITH GOODYEAR CITY CLERK



TEL 803.441.4835
901 E. Jackson St. Phoenix, AZ 85004
www.eapc.org

PROJECT DIRECTOR
HIGHBRIDGE PARTNERS, LLC
10000 N. 19TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1100
WWW.HIGHBRIDGEPARTNERS.COM

ARCHITECT
CAVE ARCHITECTS ENGINEERS
10000 N. 19TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1100
WWW.CAVEARCHITECTS.COM

ENGINEER
FIS GROUP INC.
10000 N. 19TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1100
WWW.FISGROUPINC.COM

CONTRACTOR
HIGHBRIDGE PARTNERS, LLC
10000 N. 19TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1100
WWW.HIGHBRIDGEPARTNERS.COM

CLIENT
HIGHBRIDGE PARTNERS, LLC
10000 N. 19TH AVENUE, SUITE 100
DENVER, CO 80202
PH: 303.733.1100
WWW.HIGHBRIDGEPARTNERS.COM

PROJECT DESCRIPTION
PUEBLO VERDE STORAGE
STORAGE

CITY
GOODYEAR

STATE
ARIZONA

ISSUE DATES

PROJECT NO.
20203510

DRAWN BY
MAB

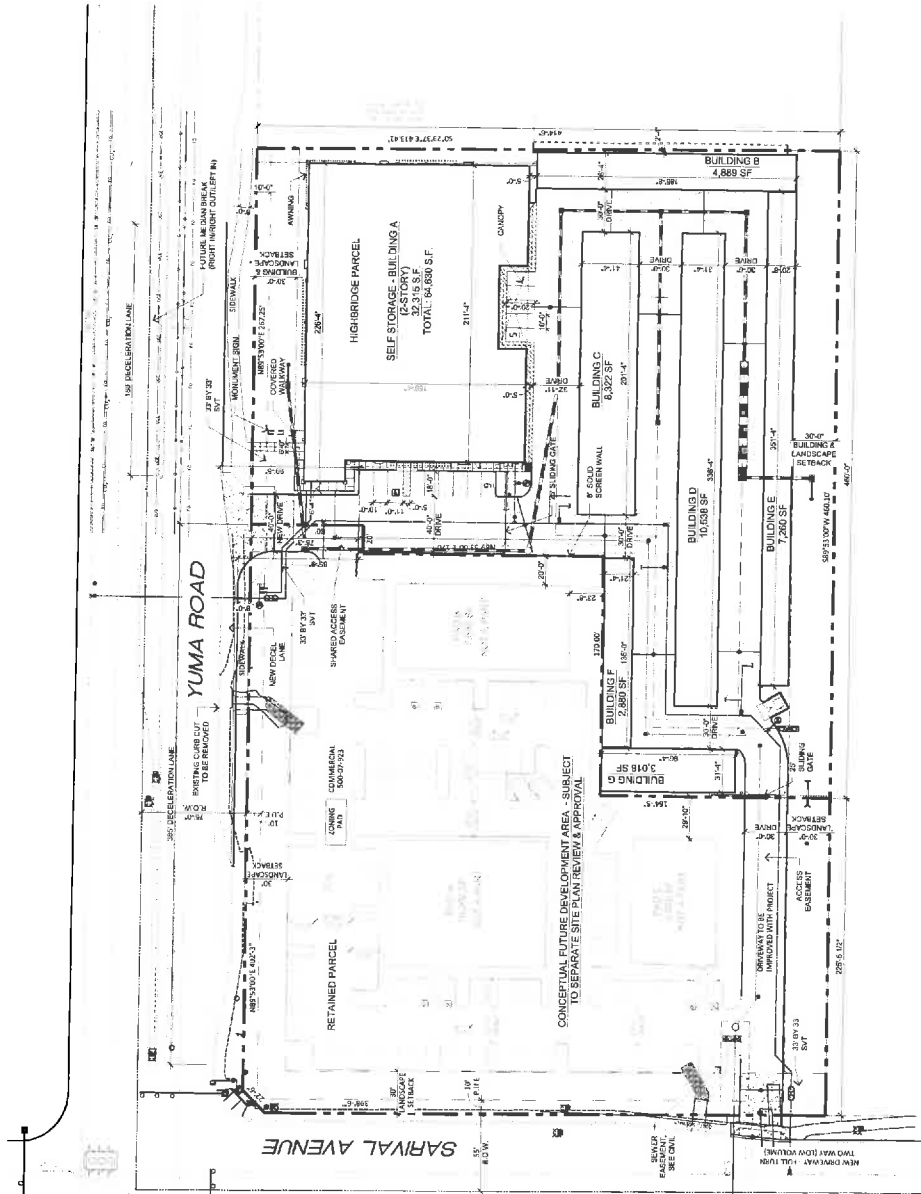
CHECKED BY
MAB

COPYRIGHT
CONCEPTUAL OVERALL SITE PLAN

DRAWING TITLE

CONCEPTUAL OVERALL SITE PLAN

A002

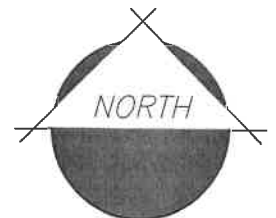
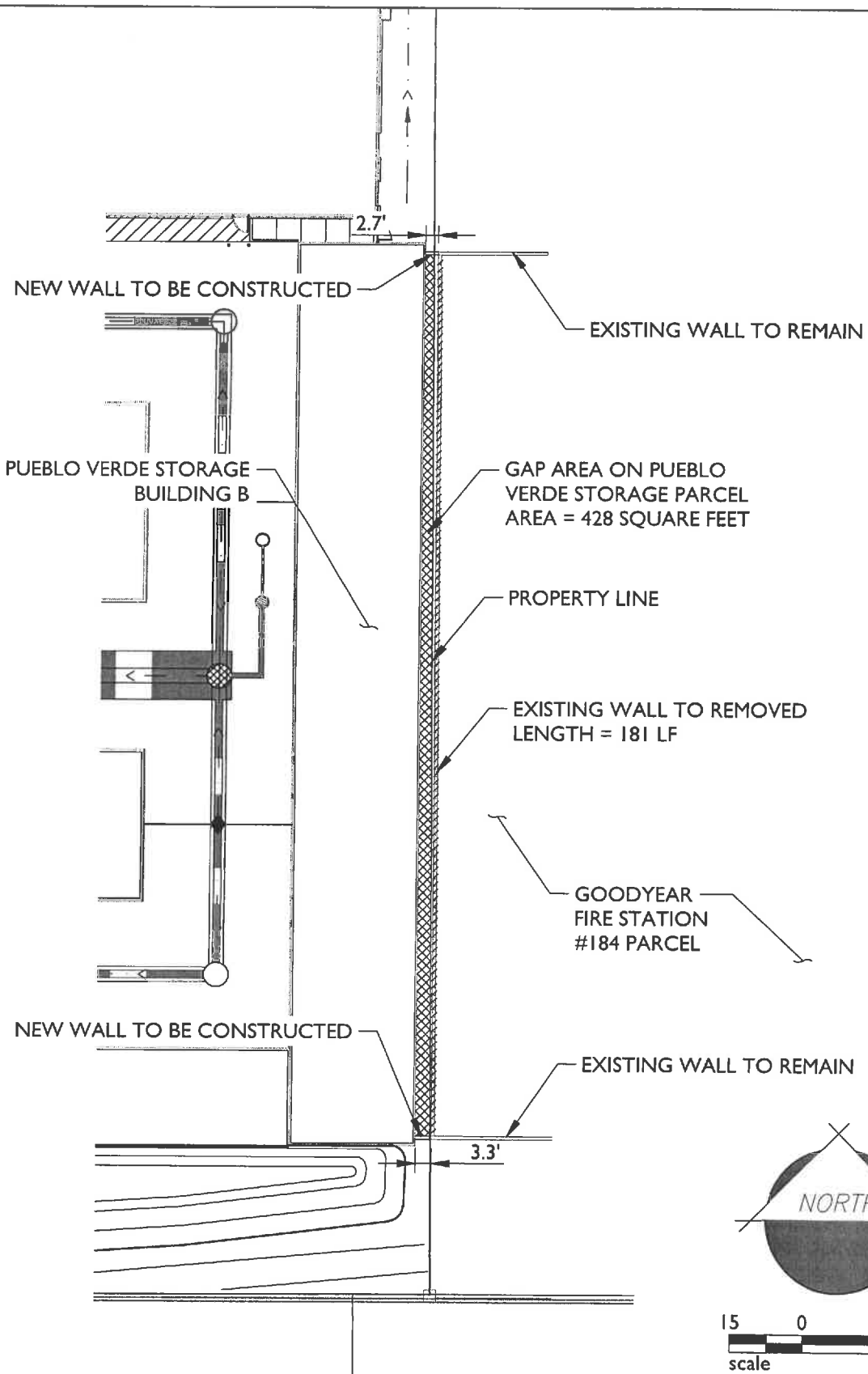


CONCEPTUAL OVERALL SITE PLAN
SCALE: 1" = 60'-0"

EXHIBIT D

Exhibit Depicting the Gap Area

81



19-0114

Pueblo Verde Storage
City of Goodyear, AZ
Gap Area Exhibit - 04/25/22



EPS
GROUP

1130 N. Alma School Rd
Suite 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

EXHIBIT E

Exhibit Depicting the Goodyear Permanent Easement Area



EXHIBIT "E"
FIRE DEPARTMENT ACCESS EASEMENT
LEGAL DESCRIPTION

Job No. 19-0114

April 21, 2022

A PORTION OF LAND LYING WITHIN THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRASS CAP FLUSH MARKED "CITY OF GOODYEAR" AT THE NORTHWEST CORNER OF SAID SECTION 18, FROM WHICH A FOUND BRASS CAP FLUSH MARKED "CITY OF GOODYEAR" AT THE NORTH QUARTER CORNER THEREOF BEARS, NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 2561.35 FEET;

THENCE ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 18, NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 697.34 FEET;

THENCE LEAVING SAID NORTH LINE, SOUTH 00 DEGREES 07 MINUTES 00 SECONDS EAST, 268.26 FEET TO THE **POINT OF BEGINNING**;

THENCE NORTH 89 DEGREES 53 MINUTES 00 SECONDS EAST, 44.50 FEET;

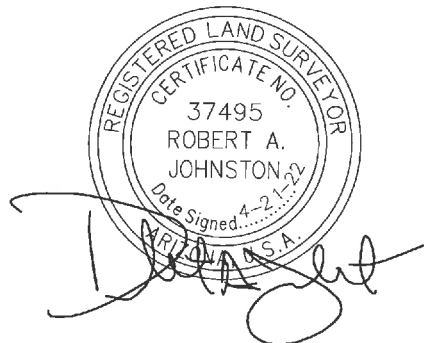
THENCE SOUTH 00 DEGREES 23 MINUTES 37 SECONDS EAST, 221.25 FEET;

THENCE SOUTH 89 DEGREES 53 MINUTES 00 SECONDS WEST, 44.50 FEET;

THENCE NORTH 00 DEGREES 23 MINUTES 37 SECONDS WEST, 221.25 FEET, TO THE **POINT OF BEGINNING**.

SAID PORTION OF LAND CONTAINING 9,846 SQUARE FEET, OR 0.2260 ACRES, MORE OR LESS, AND BEING SUBJECT TO ANY EASEMENTS, RESTRICTIONS, AND/OR RIGHTS-OF-WAYS OF RECORD OR OTHERWISE.

THIS DESCRIPTION SHOWN HEREON IS NOT TO BE USED TO VIOLATE SUBDIVISION REGULATIONS OF THE STATE, COUNTY AND/OR MUNICIPALITY, OR ANY OTHER LAND DIVISION RESTRICTIONS.



EPS Group, Inc. • 1130 N. Alma School Rd, Suite 120 • Mesa, AZ 85201

Tel (480) 503-2250 • Fax (480) 503-2258

S:\Projects\2019\19-0114\Legal Survey\Legals\19-0114 Fire Department Access Easements Legal Description.docx

Apr 21, 2022 9:20am S:\Projects\2019\19-0114\Legal Survey\Legals\19-0114- Fire Department Access Easement.dwg

S. SARIVAL AVE

WEST LINE OF THE NW 1/4, SEC 18, T1N, R1W
S0°23'37"E 2634.25'

W. YUMA ROAD

NORTH LINE OF THE NW 1/4, SEC 18, T1N, R1W

N89°53'00"E 2561.35'

697.34'

1864.01'

(POINT OF COMMENCEMENT)
NORTHWEST CORNER
OF SEC 18, T1N, R1W,
FOUND BRASS CAP FLUSH
"CITY OF GOODYEAR"

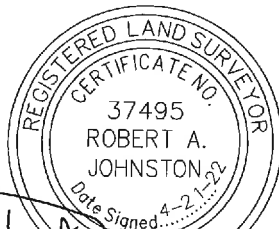
NORTH QUARTER CORNER
OF SEC 18, T1N, R1W,
FOUND BRASS CAP FLUSH
"CITY OF GOODYEAR"

(TIE LINE)
S0°07'00"E
268.26'

N89°53'00"E

44.50'

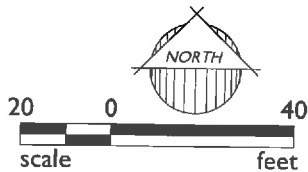
POINT OF
BEGINNING



FIRE DEPARTMENT
ACCESS EASEMENT AREA
9,846 SQUARE FEET
OR
0.2260 ACRES

N0°23'37"W 221.25'

S0°23'37"E 221.25'



CITY OF GOODYEAR
APN 500-07-922
(NOT A PART)

WEST QUARTER CORNER
OF SECTION 18, T1N, R1W,
FOUND BRASS CAP IN HANDHOLE
"CITY OF GOODYEAR"

44.50'

LOT 11
APN 500-07-477
(NOT A PART)

LOT 12 S89°53'00"W
APN 500-07-478
(NOT A PART)

LOT 13
APN 500-07-479
(NOT A PART)

19-0114

FIRE DEPARTMENT ACCESS EASEMENT

EXHIBIT E



EPS
GROUP

1130 N. Alma School Rd.
Ste. 120 Mesa, AZ 85201
T:480.503.2250 | F:480.503.2258
www.epsgroupinc.com

ITEM #: 10.
DATE: 06/06/2022
AI #:938



CITY COUNCIL ACTION REPORT

**SUBJECT: EXPENDITURE APPROVAL FOR FUEL FOR CITY VEHICLES AND
RELATED BUDGET TRANSFER**

STAFF PRESENTER(S): Kevin Devery, Fleet Superintendent

SUMMARY

The city of Goodyear operates three fueling sites used by staff to fuel city vehicles and equipment. The cost of fuel has increased over the last several months across the nation, impacting the cost we pay for bulk fuel and fuel purchased at commercial sites by an average of 68%. We are requesting an additional \$235,000 in expenditure approval and funding to complete the purchase of fuel through the end of FY2022.

Recommendation

Approve the expenditure of an additional \$235,000 for a total expenditure authority of \$1,126,100 for FY2022 and approve the transfer of \$235,000 from unassigned fund balance to pay for fuel through the end of the fiscal year. (Kevin Devery, Fleet Superintendent)

FISCAL IMPACT

Additional funding for this action is available in general fund unassigned fund balance. Increased costs for fuel are allocated to each department and these increased costs have been factored into the FY2022 ending fund balance projections. Funding for fuel purchases are included in the FY2022 fleet operating budget in the amount of \$891,100. The current request increases the budget and expands expenditure authorization to \$1,126,100 as a result of the increased cost of fuel. This estimate will provide capacity to pay for all fuel purchases through the end of FY2022.

The FY2023 budget has been approved and expenditures authorized at \$1,197,500 and no changes are requested at this time.

BACKGROUND AND PREVIOUS ACTIONS

On June 21, 2021, Council approved \$891,100 of expenditure authority in FY2022 funds to pay for fuel.

STAFF ANALYSIS

The cost per gallon of fuel has increased dramatically due to inflation, supply chain, and other issues. These increases have impacted the cost we pay to our bulk fuel vendor and the cost we pay at commercial fuel sites with the Voyager system. The table below shows the percentage increase we are paying from July to our most recent invoices for bulk fuel.

Cost Per Gallon	Unleaded	E-85	Diesel
July 2021	\$2.59	\$2.77	\$2.51
May 2022	\$4.60	\$3.80	\$4.72
% Increase	78%	37%	88%

ITEM #: 11.
DATE: 06/06/2022
AI #:941



CITY COUNCIL ACTION REPORT

**SUBJECT: PROPOSALS TO TOHONO O'ODHAM NATION FOR ARIZONA REVISED
STATUTE 5-601-02 12% GAMING DISTRIBUTION FUNDS**

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

SUMMARY

The Tohono O'odham Nation is seeking requests for funding proposals from Arizona cities and non-profit organizations for their 2022 State Shared Revenue grant program. Proposals must address one or more of the following priority areas: education, healthcare, public safety, child advocacy, economic development, or cultural and environmental development and protection. Responses are due no later than June 10, 2022.

Recommendation

ADOPT RESOLUTION NO. 2022-2252 AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM REQUESTING ECONOMIC DEVELOPMENT, HEALTH CARE, AND PUBLIC SAFETY FUNDS TO THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

If awarded budget transfers will be made to accommodate expenditures associated with the receipt of additional revenue from the Tohono O'odham Nation. Projects not fully funded through the grant process will be scaled back to grant award amount, not pursued at this time or seek other funding.

BACKGROUND AND PREVIOUS ACTIONS

In 2002, Arizona eligible voters approved Proposition 202, which implemented a new requirement that Tribal/State Gaming Compacts must include a provision that the compacting tribe would contribute a portion of its annual net gaming revenues (the "Annual Contribution") for the benefit of the general public. Pursuant to Proposition 202, each tribe may determine the recipients of 12 percent of its total Annual Contribution (the "State Shared Revenue grant program").

In April, these projects/applications were authorized for submittal to the Gila River Indian Community.

The Tohono O'odham Nation has announced a request for proposals from local governments and non-profit organizations for the distribution of the fiscal year 2022 payments. Responses are due via email no later than June 10, 2022.

STAFF ANALYSIS

As was indicated by the Gila River Indian Community, a representative for the Tohono O'odham Nation also confirmed that the three applications would be reviewed independently and will compete in different categories (economic development, health care, and public safety) and not directly against each other.

Since award determinations are at the discretion of the funder and there is never a guarantee of an award, let alone full funding, for grant applications, staff would like to pursue both prospective grant opportunities simultaneously.

In the unlikely event that both applications are fully funded for any of these projects, the project would be scaled to maximize the sum of awarded resources.

The following projects desire to move forward with an application:

- Engineering – support for the citywide effort to eliminate scalloped streets, \$500,000
- Parks – expand the market for a Goodyear tourism campaign, \$100,000
- Fire – for cancer screening of sworn and fire investigation employees over the age of 40, \$300,000 (over three years)

Funded applications will be notified in August 2022. Funds will be available in October/November 2022.

Attachments

Resolution

RESOLUTION NO. 2022-2252

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF THREE APPLICATIONS FOR STATE SHARED REVENUE GRANT PROGRAM REQUESTING ECONOMIC DEVELOPMENT, HEALTH CARE, AND PUBLIC SAFETY FUNDS TO THE TOHONO O'ODHAM NATION, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATIONS, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED).

WHEREAS, the Tohono O'odham Nation shares a portion of their revenues from tribal gaming directly with local governments to benefit the general public through direct distribution of funding; and

WHEREAS, it is in the interest of the City to apply for these funds to enhance the reach of a Goodyear tourism campaign through extended ad placement; and

WHEREAS, it is in the interest of the City to apply for these funds for cancer screening of sworn and fire investigation employees over the age of 40; and

WHEREAS, it is in the interest of the City to apply for these funds to support a citywide effort to increase transportation efficiency, reduce traffic congestion, favorably impact air quality, and promote accessibility by eliminating scalloped streets; and

WHEREAS, these projects align with the funder's priority areas; and

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

WHEREAS, it is the intent to accept any awarded funds and to use them in accordance with the application.

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

SECTION 1. The City Manager, or her designee, is hereby authorized to submit applications to the Tohono O'odham Nation for an amount of \$100,000 to expand the market for a Goodyear tourism campaign, \$300,000 to fund firefighter cancer screening, and \$500,000 towards a citywide effort to eliminate scalloped streets.

SECTION 2. If the grant application is awarded, the City will enter into an agreement with the Tohono O'odham Nation to implement the projects or programs that have been approved by the funder.

SECTION 3. The City Manager is hereby authorized to execute all documents relating to these applications and any grant offer resulting from such applications.

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

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, 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 #: 12.
DATE: 06/06/2022
AI #:942



CITY COUNCIL ACTION REPORT

SUBJECT: ACCEPT THE DEDICATION OF TWO QUIT CLAIM DEEDS FOR A PORTION OF CAMELBACK ROAD ADJACENT TO THE ALLEN RANCHES DEVELOPMENT

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

SUMMARY

Accept the dedication of two Quit Claim Deeds for a portion of Camelback Road located adjacent to the Allen Ranches development on the north side of Camelback Road, east of Citrus Road.

Recommendation

Accept the dedication Quit Claim Deeds for a portion of Camelback Road from VPTM Allen Ranches LB LLC, a Delaware limited liability company and Taylor Morrison/Arizona, Inc., an Arizona corporation. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the acceptance of these deeds.

BACKGROUND AND PREVIOUS ACTIONS

The property located at the northeast corner of Citrus Road and Camelback Road is being developed as a residential subdivision known as Allen Ranches. The Allen Ranches property is within the City of Glendale, except there is a 23-foot segment of Camelback Road located along the south boundary of the Allen Ranches property that is within the City of Goodyear. There were various rights dedicated to Maricopa County for the 23-foot strip, including those rights granted by the Romola Plat, recorded in Book 1717, Page 31 and the Replat of Romola of Arizona in Book 24, Page 41 of the Maricopa County Recorder's office, then subsequent easements for public road and utilities were later granted to Maricopa County by William T. Brown, Docket 8868, Page 293 and Allen Ranches, Inc., Docket 8868, Page 290 of the records of the Maricopa County Recorder's office. The City of Goodyear is currently responsible for the portions of the north-half Camelback Road within the 23-foot area annexed by the city in 2006.

STAFF ANALYSIS

As part of the annexation and development of the Allen Ranches property, the City of Glendale has required the current property owner to provide the City of Goodyear with the underlying ownership rights to the roadway. Therefore, we have been provided with two (2) Quit Claim Deeds for a portion of Camelback Road from VPTM Allen Ranches LB LLC, a Delaware limited liability company and Taylor Morrison/Arizona, Inc., an Arizona corporation, both parties who have been deemed to have a possible interest in the 23-foot portion of the road.

Attachments

Deed-VPTM Allen Ranches
Deed-Taylor Morrison/Arizona

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **VPTM ALLEN RANCHES LB LLC, a Delaware limited liability company** ("Grantor") does hereby quitclaim to the **CITY OF GOODYEAR, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, any right, title, or claim Grantor may have in and to the certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed this ____ day of _____, 20____.

GRANTOR:

**VPTM ALLEN RANCHES LB LLC,
a Delaware limited liability company**

By: VP Caravan NoteCo LLC,
its sole member

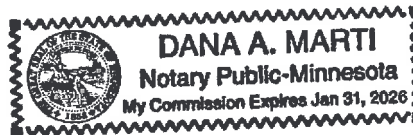
By: Värde Partners, Inc.,
Its Manager

By: [Signature]
Name: Brendan Bosman
Its: Senior Managing Director

State of Minnesota)
County of Hennepin) ss.

This foregoing instrument (Quit Claim Deed) was acknowledged before on this 13th day of May, 2022 by Brendan Bosman, the Senior Managing Director of Värde Partners, Inc., the Manager of BP Caravan NoteCo LLC, the sole Member of VPTM ALLEN RANCHES LB LLC, a Delaware limited liability company on behalf of said entity.

[Signature]
Notary Public



GRANTEE:

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

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Quit Claim Deed) was acknowledged before me this
____ day of _____, 20____ by _____, as
_____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal
corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
Legal Description

**ALLEN RANCHES – PHASE 1
CAMELBACK RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION**

A portion of Lot 1 of the Minor Land Division for "Allen Ranches", as recorded in Book 1558, Page 33, Records of Maricopa County, Arizona, being situated within the Southwest quarter of Section 14, Township 2 North, Range 2 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

BEGINNING at a found 3 inch Maricopa County Department of Transportation (MCDOT) brass cap in hand hole accepted as the Southwest corner of said Section 14 from which a found 2 inch Maricopa County aluminum cap accepted as the South quarter corner thereof bears South 89°34'03" East, 2636.89 feet;

Thence North 00°17'38" East, 23.00 feet along the west line of said Southwest quarter to the north line of the south 23.00 feet of said Southwest quarter;

Thence South 89°34'03" East, 2060.20 feet along said north line to the east line of said Lot 1;

Thence South 00°17'05" West, 23.00 feet along said east line to the south line of said Southwest quarter;

Thence North 89°34'03" West, 2060.20 feet along said south line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 47,385 sq. ft. (1.0878 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1383
Date: October 2021





N. CITRUS ROAD

N00°17'38"E 2641.48'

2618.48'

WEST QUARTER CORNER
SECTION 14, T2N, R2W
FOUND 3" MCDOT BRASS
CAP IN HAND HOLE
DOWN 0.4'

LOT 1 OF THE
MINOR LAND DIVISION
FOR "ALLEN RANCHES"
PER BOOK 1558,
PAGE 33, M.C.R.

S89°39'36"E
5274.65'

S00°17'05"W
5289.21'

N00°18'15"E
5290.98'

N00°17'38"E
23.00'

S89°34'03"E 2060.20'

S00°17'05"W
23.00'
576.69'

SOUTHWEST CORNER
SECTION 14, T2N, R2W
FOUND 3" MCDOT BRASS
CAP IN HAND HOLE,
DOWN 0.7'
POINT OF BEGINNING

N89°34'03"W 2060.20'
N89°34'03"W 2636.89'

W CAMELBACK ROAD

SOUTH QUARTER CORNER
SECTION 14, T2N, R2W
FOUND 2" MARICOPA COUNTY
ALUMINUM CAP, STAMPED
T2N, R2W, S14, 1/4, S23
29891, DATED 2003, DOWN 0.4'



PROJ.NO.:	1383
DATE:	Oct 2021
SCALE:	N.T.S.
DRAWN BY:	JDL/JHVD
CHECKED BY:	KJP

ALLEN RANCHES - PHASE 1
CAMELBACK R.O.W. DEDICATION
GOODYEAR, ARIZONA

EXHIBIT


HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(3)

QUIT CLAIM DEED

For the consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, **TAYLOR MORRISON/ARIZONA, INC., an Arizona corporation** ("Grantor") does hereby grant and convey to the **CITY OF GOODYEAR, an Arizona municipal corporation**, ("Grantee"), its successors and assigns, any right, title, or claim Grantor may have in and to the certain real property described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

Signatures, Acknowledgements and Exhibits on Following Pages

IN WITNESS WHEREOF, Grantor has caused this Quit Claim Deed to be executed this 20th
day of April, 20 22.

GRANTOR:

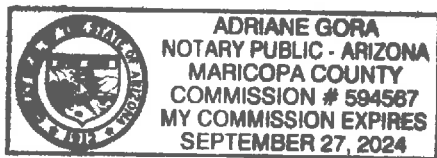
TAYLOR MORRISON/ARIZONA, INC.,
an Arizona corporation

By: [Signature]
Name: Robert Johnson
Its: Vice President

State of Arizona)
County of Maricopa) ss.

This foregoing instrument (Quit Claim Deed) was acknowledged before on this
20th day of April, 20 22 by Robert Johnson, the
Vice President of TAYLOR MORRISON/ARIZONA, INC., an Arizona
corporation on behalf of said entity.

[Signature]
Notary Public



GRANTEE:

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

By: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

The foregoing instrument (Quit Claim Deed) was acknowledged before me this
____ day of _____, 20____ by _____, as
_____ of the CITY OF GOODYEAR, ARIZONA, an Arizona municipal
corporation, on behalf of said corporation.

Notary Public

Exhibit(s) on Following Page(s)

EXHIBIT "A"
Legal Description

**ALLEN RANCHES – PHASE 1
CAMELBACK RIGHT OF WAY DEDICATION
LEGAL DESCRIPTION**

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BEGINNING at a found 3 inch Maricopa County Department of Transportation (MCDOT) brass cap in hand hole accepted as the Southwest corner of said Section 14 from which a found 2 inch Maricopa County aluminum cap accepted as the South quarter corner thereof bears South 89°34'03" East, 2636.89 feet;

Thence North 00°17'38" East, 23.00 feet along the west line of said Southwest quarter to the north line of the south 23.00 feet of said Southwest quarter;

Thence South 89°34'03" East, 2060.20 feet along said north line to the east line of said Lot 1;

Thence South 00°17'05" West, 23.00 feet along said east line to the south line of said Southwest quarter;

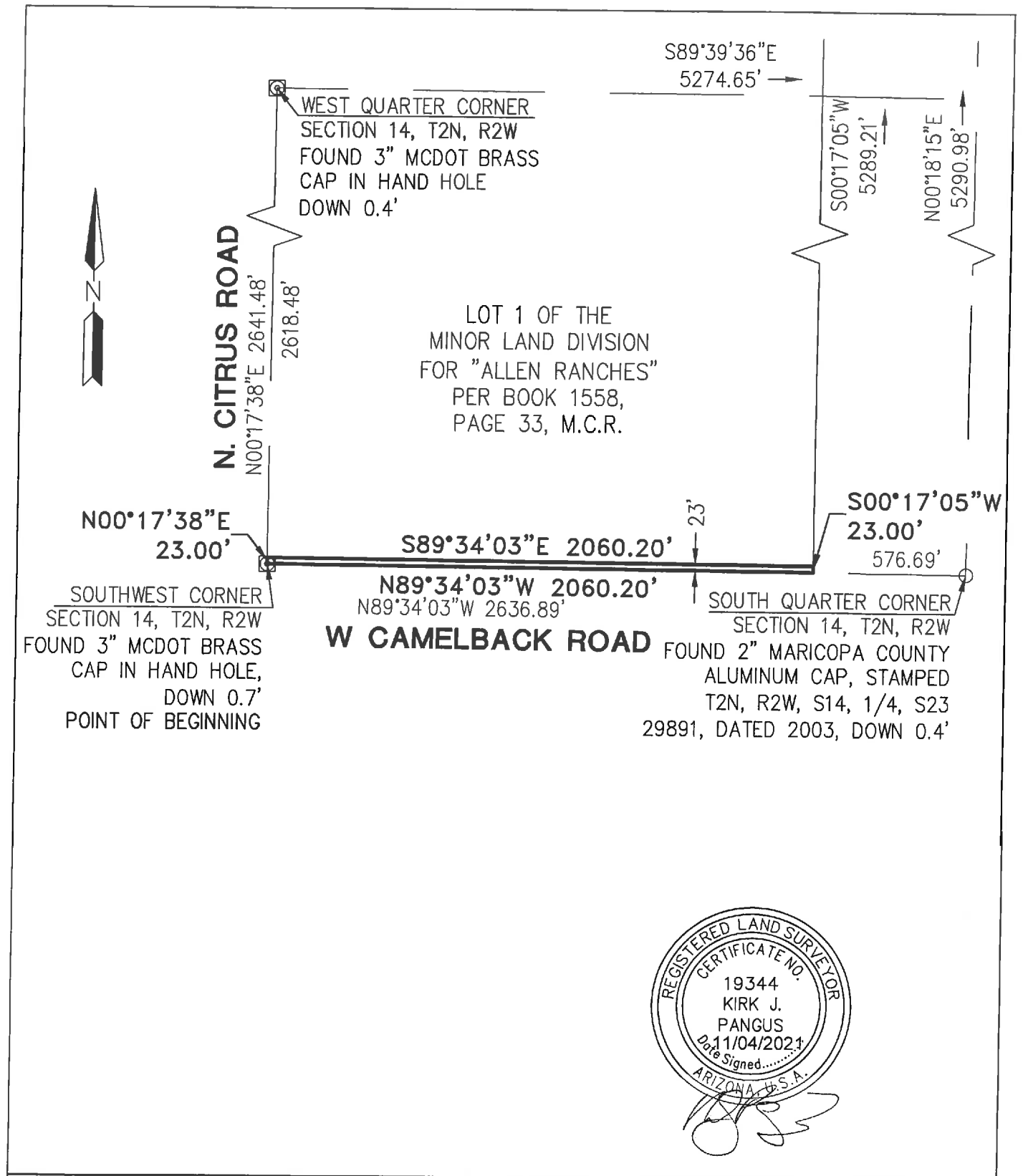
Thence North 89°34'03" West, 2060.20 feet along said south line to the **POINT OF BEGINNING**.

The above described parcel contains a computed area of 47,385 sq. ft. (1.0878 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1383
Date: October 2021





PROJ.NO.: 1383	ALLEN RANCHES - PHASE 1 CAMELBACK R.O.W. DEDICATION GOODYEAR, ARIZONA	 HILGARTWILSON 2141 E. HIGHLAND AVE., STE. 250 PHOENIX, AZ 85016 P: 602.490.0535 / F: 602.368.2436
DATE: Oct 2021		
SCALE: N.T.S.	EXHIBIT	
DRAWN BY: JDL/JHVD		
CHECKED BY: KJP		

©2021, HILGARTWILSON, LLC

11/13/2021 1383 SURVEY DOCUMENT 1383.DWG ONLY FOR PLOT 2020 CHANG

ITEM #: 13.
DATE: 06/06/2022
AI #:947



CITY COUNCIL ACTION REPORT

SUBJECT: TERMINATION OF EASEMENTS ASSOCIATED WITH ABANDONED CITY WELL SITE #4.

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

SUMMARY

Approval of the termination of the Well Site Easement and the Water Line Easement for abandoned City Well Site #4, located southwest of Van Buren Street and Litchfield Road.

Recommendation

Approve the Termination of Easements associated with the abandoned City Well Site #4.
(Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

There will be no fiscal impact to the city in the fiscal year 2022 or future years related to the termination and release of these easements.

BACKGROUND AND PREVIOUS ACTIONS

On or about March 5, 1963 the Universal March Corporation, a Delaware corporation provided two perpetual easements to the Town of Goodyear. One of the easements was for Well Site #4 and the second one was for the associated water line (the "Easements").

In approximately 1985, the well located on the site known as Well Site #4 was abandoned by the Town of Goodyear due to presence of TCE and perchlorate in the groundwater caused by the chemical disposal practices of Unidynamics/Phoenix, Inc, a Delaware corporation ("Unidynamics"), Crane Co., a Delaware corporation ("Crane") and their corporate predecessor, and the closure of which became the subject of a claim and counterclaim between the UPI, Crane and the City.

In January 2006, Council approved a Settlement Agreement and Release by and between UPI, Crane, and the City ("2006 Settlement Agreement"), which in addition to other terms and conditions, required: a.) UPI and Crane to abandon and close Well Site #4 at their sole cost and expense; and b.) the City to transfer ownership of the well to Crane Co. The settlement agreement was silent regarding the easements.

The City executed and recorded the Notice of Transfer of Well Site #4 as recording number 2007-0871815 in the official records of Maricopa County on August 1, 2007, transferring all

rights to the well to UPI and CRANE. Then in January 2008, Crane completed the closure of the well and filed a Well Owner's Notification of Abandonment for Well Site #4 with the Arizona Department of Water Resources.

STAFF ANALYSIS

Goodyear Industrial Properties, LLC, a South Carolina limited liability company ("GIP") is in the process of developing the property which includes the area encumbered by the Easements as part of the JDA Commerce Center and neither the City or GIP has been able to find record of the City specifically terminating their interest in the Well Site #4 Easement or the associated Water Line Easement.

The termination of the Well Site #4 easements is consistent with the intent of the 2006 Settlement Agreement, and the City has confirmed there is no current or future use for the Well Site #4 Easement or the associated Water Line Easement. Therefore, staff is recommending the city terminate the Well Site #4 easements as described in the Termination of Easements attached hereto.

Attachments

Termination of Well and Water Easements

When recorded Mail to:

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

EXEMPT UNDER A.R.S. § 11-1134(A)(2)

TERMINATION OF EASEMENTS

THIS TERMINATION OF EASEMENT (the “Release”) is executed this ____ day of _____, 2022 by the CITY OF GOODYEAR, an Arizona municipal corporation (the “City”).

RECITALS

- A. WHEREAS, on or about March 5, 1963 the Universal March Corporation, a Delaware corporation provided a perpetual easement to the Town of Goodyear, a municipality for the construction, erection, operation, maintenance, repair, alteration, inspection and replacement of a well, motor and other facilities of every kind and description utilized in the operation of a well and pumping plant which was recorded in the official records of Maricopa County on March 5, 1963 in Docket 4486, Page 172 (“Well Site #4 Easement”); and,
- B. WHEREAS, on or about March 5, 1963 the Universal March Corporation, a Delaware corporation provided a perpetual easement to the Town of Goodyear, a municipality for the installation and continued operation, maintenance and repair, alteration, inspection and replacement of an underground pipeline to convey water for the Town to convey water for general use in its water system which was recorded in the official records of Maricopa County on March 5, 1963 in Docket 4486, Page 174 (“Water Line Easement”); and,
- C. WHEREAS, the Well Site #4 Easement and the Water Line Easement may collectively be referred to as (the “Easements”); and
- D. WHEREAS, in approximately 1985, Well Site #4 was abandoned by the Town of Goodyear due to presence of TCE and perchlorate in the groundwater caused by the chemical disposal practices of Unidynamics/Phoenix, Inc, a Delaware corporation (“Unidynamics”), Crane Co., a Delaware corporation (“Crane”) and their corporate predecessors, and the closure of which became the subject of a claim and counterclaim between the UPI, Crane and the City; and
- E. WHEREAS, on or about January 23, 2006, the City of Goodyear, City Council approved a Settlement Agreement and Release by and between UPI, Crane, and

the City ("2006 Settlement Agreement"), which in addition to other terms and conditions, required: a.) UPI and Crane to abandon and close Well Site #4 at their sole cost and expense; and b.) the City to transfer ownership of Well Site #4 to Crane Co.; and

- F. WHEREAS, the City executed and recorded the Notice of Transfer of Well Site #4 as recording number 2007-0871815 in the official records of Maricopa County on August 1, 2007, transferring all rights to the well to UPI and CRANE; and
- G. WHEREAS, on or about January, 2008, Crane completed the closure of the well and filed a Well Owner's Notification of Abandonment for Well Site #4 with the Arizona Department of Water Resources; and
- H. WHEREAS, Goodyear Industrial Properties, LLC, a South Carolina limited liability company ("GIP") is in the process of developing the property which includes the area encumbered by the Easements as part of the JDA Commerce Center; and
- I. WHEREAS, neither the City or GIP has been able to find record of the City specifically terminating their interest in the Well Site #4 Easement or the associated Water Line Easement; and
- J. WHEREAS, Pursuant to A.R.S. § 9-402, the City Council of the City of Goodyear is vested with the power to dispose of easements owned by the City that are no longer needed; and
- K. WHEREAS, consistent with the requirements of the 2006 Settlement Agreement, the City has confirmed there is no current or future use for the Well Site #4 Easement or the associated Water Line Easement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City hereby terminates the Well Site #4 Easement and Water Line Easement. The termination of the Well Site #4 Easement and the Water Line Easement shall become effective upon the recordation of this Termination of Easements in the Official Records of the Maricopa County recorder, and upon such recordation, the Well Site #4 Easement and the Water Line Easement shall no longer have any further force or effect.

This Termination of Easements is intended only to terminate the City's property interests created by the Well Site #4 Easement and Water Line Easement. This Termination and Release of Easements is not intended to, nor does it, release any interest that the City may have in any of the real property subject to Well Site #4 Easement and Water Line Easement arising by virtue of any other dedication or conveyance instrument recorded in the Official Records of the Maricopa County Recorder even if such dedication or conveyance instrument includes all or part of the property subject to the Well Site #4 Easement and Water Line Easement.

Dated this ____ day of _____ 2022.

CITY OF GOODYEAR, ARIZONA

By: _____

Name: _____

Its: _____

State of Arizona)
)ss.
County of Maricopa)

On this ____ day of _____, 2022, personally appeared before me
_____, as _____ of the CITY OF GOODYEAR,
ARIZONA, an Arizona municipal corporation, on behalf of said corporation.

Notary Public

Attest:

Darcie McCracken, City Clerk

Approved as to Form:

Roric Massey, City Attorney

ITEM #: 14.
DATE: 06/06/2022
AI #:807



CITY COUNCIL ACTION REPORT

SUBJECT:

PUBLIC HEARING ON PROPOSED PROPERTY TAX LEVY FOR FY2023 (TRUTH-IN-TAXATION HEARING) AND ON PROPOSED FINAL BUDGET ADOPTION FOR FY2023 AND APPROVAL OF TRUTH IN TAXATION INCREASE BY ROLL CALL VOTE

STAFF PRESENTER(S): Ryan Bittle, Finance Manager

OTHER PRESENTER(S):

None

SUMMARY

The City Council will hold a public hearing to receive a staff report and public comment on the proposed increase in the primary property tax levy and on the proposed final budget for fiscal year 2022-2023 (FY2023) as tentatively approved on May 23, 2022. The City Council will also consider a motion to levy proposed property taxes to be assessed on June 27, 2022. State law requires a number of steps to adopt the annual budget and property tax levy. A two percent (2%) annual increase is allowable for the primary property levy, however additional steps including advertisements, press release, and this public hearing are required to adopt the increase. Maximizing the primary property tax levy to capture the two percent growth is part of an overall financial strategy and adopted policy that supports the City's stable and diverse revenue sources.

The FY2023 primary property tax at the maximum levy is a planned revenue supporting general fund ongoing operations and maintenance activities including police and fire protection, parks and recreation, development services and other general government functions.

No changes from the May 23, 2022 tentative budget are included in the final budget or primary property tax levy. Adoption of the Final Budget will occur in a special meeting immediately following the regular meeting as prescribed by A.R.S. §42-17105(A)

Recommendation

1. Conduct a public hearing on the proposed increase of \$233,835 in the primary property tax levy and Resolution No. 2022-2253 which adopts the final estimates by the city of Goodyear for the fiscal year beginning July 1, 2022 and ending June 30, 2023.
2. Approve the Truth-in-Taxation increase of \$233,835 for FY2023 by a roll call vote.

FISCAL IMPACT

The FY2023 Budget totals \$650,431,700. It is balanced for the General Fund and within resources for Asset Management, Enterprise, Special Revenue, Capital, and Debt Service funds. The primary property tax levy is used in the balanced FY2023 General Fund budget.

BACKGROUND AND PREVIOUS ACTIONS

Budget Process

The FY2023 budget process began in calendar year 2021 and included departments submitting their initial list of new capital projects, preparing base budget estimates, preparing supplemental addition requests and updating existing CIP project costs and timelines as needed. All of these estimates and requests are reviewed by Budget and Research and with the executive team. In the case of capital projects; Engineering Project Management, Information Technology, and Procurement are highly involved in reviews to ensure that all elements of a project are captured within its scope/budget and that we have the organizational resources to deliver the projects proposed.

Council provided their initial FY2023 budget priorities in October 2021 at a retreat and these discussions were utilized in the development of this recommended budget. The first formal step in this budget process with City Council was the presentation of the five-year General Fund forecast on February 7th, 2022. On March 28, 2022, City Council approved the only change to our financial policy which was to increase our portion of construction sales tax treated as ongoing revenue from \$5.6 million to \$6.1 million. This policy calls for annual review and the \$6.1 million was based on the average of the lowest five-years in the prior ten of General Fund construction sales tax collections.

Work sessions were held on both April 18, 2022 and April 25, 2022 to review the City Manager's recommended budget with Council which similar to the FY2022 budget focused on growth, continuing existing programs and services to a larger residential base, fair compensation for employees, meeting obligations, opening new capital facilities, and continuing the capital improvement program. Any subsequent changes from those work sessions were summarized as part of our Tentative budget presented to and adopted by Council on May 23, 2022.

The approved tentative budget was published in the Southwest Valley Republic on May 27, and June 1, 2022 consistent with requirements of state law. Further, state required budget forms are posted on the website, where it must remain for five years, and is also available at the library and City Clerk Office.

Property Tax Levy

In accordance with Arizona Revised Statute (A.R.S.) § 42-17107, when the municipal primary property tax levy, excluding any increases due to the value of new construction, is greater than the amount levied in the previous year, actions must be taken to inform residents. These notices and actions are referred to as Truth-in-Taxation and appeared in the Southwest Valley Republic (a local newspaper of general circulation) on May 20, and May 27, 2022 and in a press release also on May 18th.

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). Council adopted Financial Policies call for levying the maximum allowable primary property tax including this two percent increase to support the ongoing General Fund operations.

Because the City levies the maximum allowable primary levy, the Truth-in-Taxation notification steps outlined above were required. Of the planned primary property tax levy, \$233,835 is above the Truth In Taxation levy limit of \$12,630,552. The total primary property tax levy will be \$12,882,853.

Final action to set the primary and secondary property taxes for the City of Goodyear is scheduled for June 27, 2022, during a regular meeting of the City Council.

STAFF ANALYSIS

The primary tax levy is limited to an annual increase of two percent over the previous year's maximum allowable primary levy, plus an increased dollar amount attributable to a net gain in property not taxed in the previous year (i.e. new construction). Council adopted Financial Policies call for levying the maximum allowable primary property tax including this two percent increase to support the ongoing General Fund operations

Attachments

State Budget Forms

Presentation

Truth-in-Taxation Notice of Tax Increase

Truth-in-Taxation Press Release

Truth-in-Taxation Analysis

City of Goodyear
Summary Schedule of estimated revenues and expenditures/expenses
Fiscal year 2023

Fiscal year	S c h		Funds							Total all funds
			General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	CFD Fund	Enterprise Funds Available	Trust Funds	
2022	Adopted/adjusted budgeted expenditures/expenses*	E 1	218,569,900	35,924,500	13,214,000	219,873,300	0	80,891,700	0	568,473,400
2022	Actual expenditures/expenses**	E 2	134,187,100	35,721,800	12,777,700	93,920,200	0	56,190,000	0	332,796,800
2023	Beginning fund balance/(deficit) or net position/(deficit) at July 1***	3	148,278,700	12,706,900	332,200	120,818,900	5,942,400	46,330,500	9,572,200	343,981,800
2023	Primary property tax levy	B 4	12,882,853							12,882,853
2023	Secondary property tax levy	B 5	9,565,400							9,565,400
2023	Estimated revenues other than property taxes	C 6	172,399,000	15,799,400	3,799,200	81,242,400	0	66,003,900	25,384,800	364,628,700
2023	Other financing sources	D 7	0	0	0	0	0	0	0	0
2023	Other financing (uses)	D 8	0	0	0	0	0	0	0	0
2023	Interfund transfers in	D 9	36,410,500	17,657,300	0	19,268,300	0	3,317,100	0	76,653,200
2023	Interfund Transfers (out)	D 10	56,015,800	1,274,800	0	11,806,600	0	7,556,000	0	76,653,200
2023	Line 11: Reduction for fund balance reserved for future budget year expenditures	11								
	Maintained for future debt retirement									0
	Maintained for future capital projects									0
	Maintained for future financial stability									0
										0
										0
2023	Total financial resources available	12	323,520,653	44,888,800	4,131,400	209,523,000	5,942,400	108,095,500	34,957,000	731,058,753
2023	Budgeted expenditures/expenses	E 13	302,739,000	39,515,400	13,696,800	154,845,900	17,626,200	98,735,200	23,273,200	650,431,700

Expenditure limitation comparison

1	Budgeted expenditures/expenses
2	Add/subtract: estimated net reconciling items
3	Budgeted expenditures/expenses adjusted for reconciling items
4	Less: estimated exclusions
5	Amount subject to the expenditure limitation
6	EEC expenditure limitation

	2022	2023
1	\$ 568,473,400	\$ 650,431,700
2	(240,000)	
3	568,233,400	650,431,700
4	92,543,700	127,004,800
5	\$ 475,689,700	\$ 523,426,900
6	\$ 486,373,031	\$ 555,220,547

☐ The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes expenditure/expense adjustments approved in the current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts on this line represent beginning fund balance/(deficit) or net position/(deficit) amounts except for nonspendable amounts (e.g., prepaids and inventories) or amounts legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

City of Goodyear
Tax levy and tax rate information
Fiscal year 2023

	<u>2022</u>	<u>2023</u>
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 11,706,200	\$ 12,882,853
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 11,706,200	\$ 12,882,853
Property tax judgment		
B. Secondary property taxes	8,604,100	9,565,400
Property tax judgment		
C. Total property tax levy amounts	\$ 20,310,300	\$ 22,448,253
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 11,706,200	
(2) Prior years' levies		
(3) Total primary property taxes	\$ 11,706,200	
B. Secondary property taxes		
(1) Current year's levy	\$ 8,604,100	
(2) Prior years' levies		
(3) Total secondary property taxes	\$ 8,604,100	
C. Total property taxes collected	\$ 20,310,300	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	1.0000	0.9957
Property tax judgment		
(2) Secondary property tax rate	0.7350	0.7393
Property tax judgment		
(3) Total city/town tax rate	1.7350	1.7350
B. Special assessment district tax rates		
Secondary property tax rates—As of the date the proposed budget was prepared, the city/town was operating <u>10</u> special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus estimated property tax collections for the remainder of the fiscal year.

City of Goodyear
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
General Fund			
Local taxes			
Sales	\$ 63,208,300	\$ 75,150,800	\$ 78,435,900
Construction	15,530,000	22,398,400	19,038,600
Franchise	3,572,100	3,697,100	3,818,500
Licenses and permits			
License and Registration	419,500	394,000	419,500
Intergovernmental			
Urban Revenue Sharing (Income Tax)	11,330,500	12,361,500	18,392,600
Auto Lieu (VLT)	4,027,100	3,952,300	4,512,000
State Shared Sales Tax	10,196,300	11,136,200	13,639,900
Charges for services			
General Government-Reimbursements	15,540,000	14,552,800	11,814,300
Arizona Tourism Reimbursement	843,800	2,800,000	2,445,500
Rentals	522,000	531,900	547,900
Parks, Recreation and Aquatics	883,000	894,400	916,700
Development Related	16,028,000	16,770,600	13,376,200
Fines and forfeits			
Fines	666,300	1,016,500	1,041,800
Interest on investments			
Investment Income		820,000	317,300
In-lieu property taxes			
Contributions			
Miscellaneous			
Development Agreement Proceeds	1,947,000	2,025,000	2,025,000
Miscellaneous Revenue	1,431,300	632,500	1,657,300
Total General Fund	\$ 146,145,200	\$ 169,134,000	\$ 172,399,000
Special revenue funds			
Ballpark Operating	\$ 3,549,100	\$ 3,786,600	\$ 3,665,300
Ballpark Capital Replacement Fund	115,000	115,000	115,000
Highway User Revenue Fund (HURF)	5,776,800	6,042,200	7,559,200
Impound Fund	72,000	97,200	105,000
Arizona Lottery Funds (ALF)	325,800	325,800	325,800
Park and Ride Marquee Fund	109,300	109,300	112,000
AZ Smart & Safe Fund		500,000	500,000
Court Enhancement Fund	55,000	55,000	70,000
Judicial Collection Enhancement Fund (JCEF)	8,500	8,500	13,500
Fill the Gap	6,000	6,000	6,000
Officer Safety Equipment	20,000	20,000	20,000
CBDG Entitlement	422,800	424,100	422,800
American Rescue Plan	10,360,700	10,350,700	
Ambulance			281,700
Miscellaneous Grants	\$ 581,300	\$ 1,795,300	\$ 2,603,100

City of Goodyear
Revenues other than property taxes
Fiscal Year 2023

Source of revenues	Estimated revenues 2022	Actual revenues* 2022	Estimated revenues 2023
Total special revenue funds	\$ 21,402,300	\$ 23,635,700	\$ 15,799,400

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

Debt service funds

McDowell Improvement District	\$ 3,574,000	\$ 3,574,000	\$ 3,799,200
Total debt service funds	\$ 3,574,000	\$ 3,574,000	\$ 3,799,200

Capital projects funds

Budget Authority	\$ 15,000,000	\$	\$ 15,000,000
G.O. Bonds	26,040,000	26,040,000	\$
Enterprise Capital - Wastewater Bonds			31,000,000
Enterprise Capital - Developer Reimbursement		2,926,100	
Non-Utility Impact Fees	17,539,900	26,161,300	19,366,100
Utility Impact Fees	13,074,900	12,030,000	15,876,300
Total capital projects funds	\$ 71,654,800	\$ 67,157,400	\$ 81,242,400

Permanent funds

	\$	\$	\$
Total permanent funds	\$	\$	\$

Enterprise funds

Water	\$ 31,809,400	\$ 34,609,700	\$ 36,656,200
Wastewater	18,190,500	20,084,200	20,978,000
Solid Waste	7,726,200	7,639,100	8,369,700
Total enterprise funds	\$ 57,726,100	\$ 62,333,000	\$ 66,003,900

CFD & Trust Funds

Community Facilities Districts	\$ 11,063,800	\$ 11,664,700	\$ 11,683,800
Trust Funds	14,449,000	14,449,000	13,701,000
Total CFD & Trust funds	\$ 25,512,800	\$ 26,113,700	\$ 25,384,800

Total all funds	\$ 326,015,200	\$ 351,947,800	\$ 364,628,700
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* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

City of Goodyear
Other financing sources/(uses) and interfund transfers
Fiscal year 2023

Fund	Other financing 2023		Interfund transfers 2023	
	Sources	(Uses)	In	(Out)
General Fund				
General Fund	\$	\$	\$ 17,854,500	\$ 56,015,800
Asset Management Reserve			11,000,000	
Water			3,965,800	
Wastewater			2,315,000	
Solid Waste			1,275,200	
Total General Fund	\$	\$	\$ 36,410,500	\$ 56,015,800
Special revenue funds				
Ballpark Operating	\$	\$	\$ 13,442,700	\$
Ballpart Capital Replacement Fund			1,200,000	
Highway User Revenue (HURF)			1,699,400	
AZ Smart & Safe				500,000
Ambulance			1,315,200	
Grants				774,800
Total special revenue funds	\$	\$	\$ 17,657,300	\$ 1,274,800
Debt service funds				
	\$	\$	\$	\$
Total debt service funds	\$	\$	\$	\$
Capital projects funds				
Water Impact Fees	\$	\$	\$	\$ 3,317,100
General Government Capital			10,778,800	
Non-Utility Impact Fees			8,044,200	
Capital Water			445,300	
Water Developer Reimbursement				445,300
Construction Sales Tax				8,044,200
Total capital projects funds	\$	\$	\$ 19,268,300	\$ 11,806,600
Permanent funds				
	\$	\$	\$	\$
Total permanent funds	\$	\$	\$	\$
Enterprise funds				
Water	\$	\$	\$ 3,317,100	\$ 3,965,800
Wastewater				2,315,000
Solid Waste				1,275,200
Total enterprise funds	\$	\$	\$ 3,317,100	\$ 7,556,000
Internal service funds				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
Total all funds	\$	\$	\$ 76,653,200	\$ 76,653,200

City of Goodyear
Expenditures/expenses by fund
Fiscal year 2023

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
General Fund				
Mayor and Council	\$ 456,900	\$ 456,900	\$ 425,800	\$ 497,300
City Manager	2,931,300	7,481,300	(1,085,100)	8,351,000
Legal Services	2,267,500	2,267,500	2,132,100	2,769,300
Municipal Court	1,349,800	1,649,800	988,100	2,187,200
City Clerk	836,000	820,000	760,600	1,162,000
Finance	4,634,100	4,394,100	3,978,400	5,011,800
Human Services	4,837,000	5,775,700	6,749,100	5,453,900
Information Technology	7,631,800	7,677,400	6,749,500	8,326,000
Digital Communications	1,269,700	1,301,700	1,180,400	1,631,700
Fire	26,282,500	26,322,800	23,144,300	28,011,900
Police	34,525,500	34,297,200	30,199,000	37,078,000
Development Services	5,587,200	7,866,200	5,069,000	12,881,400
Economic Development	3,957,900	3,907,100	2,250,000	3,945,500
Engineering	6,331,700	4,436,400	4,919,600	2,568,500
Parks & Recreation	15,521,700	15,540,000	14,313,200	18,677,800
Public Works	6,415,300	4,415,300	3,872,400	6,320,600
Debt Service	1,155,000	1,155,000	1,155,000	1,155,000
Contingency/Non-Departmental	3,500,000	3,500,000	3,500,000	1,738,200
Contingencies	23,607,800	21,158,700		60,274,300
Capital Projects	25,128,000	51,004,700	18,465,700	76,142,300
Fire Asset Management	348,500	348,500	348,400	1,069,600
Fleet Asset Management	2,659,600	5,623,700	1,361,200	8,918,700
Parks Asset Management	2,012,000	2,012,000	782,900	3,050,000
Risk Reserve	750,000	750,000		750,000
Traffic Signals Asset Management	1,201,400	1,032,000	1,032,000	1,003,700
Technology Asset Management	2,083,600	2,083,600	1,115,900	2,234,900
Facilities Asset Management	1,292,300	1,292,300	779,600	1,528,400
Total General Fund	\$ 188,574,100	\$ 218,569,900	\$ 134,187,100	\$ 302,739,000
Special revenue funds				
Highway User Revenue Fund	\$ 10,443,200	\$ 10,784,500	\$ 9,958,000	\$ 9,957,400
Arizona Lottery Fund	325,800	421,300	421,300	1,032,500
Park and Ride	1,372,700	1,372,700	3,300	1,478,500
Court Enhancement Fund	280,200	280,200	44,600	350,900
Fill the Gap Fund	33,600	33,600		75,200
Judicial Collection Enhancement	124,500	124,500		142,100
Impound Fund	266,400	266,400	66,400	376,700
AZ Smart & Safe				
Officer Safety	59,300	59,300	2,000	85,300
Ambulance				1,596,900
Ballpark Operating	16,671,500	16,770,600	16,154,900	17,048,000
Ballpark Capital Replacement Fund	513,000	513,000	513,000	670,000
Prop 302 Funds (Tourism)		332,200	300,000	300,000
American Rescue Plan	10,360,700	3,523,000	7,816,000	2,534,700
CDBG Entitlement	422,800	429,200	48,100	798,800
Grants - Other	920,100	1,014,000	394,200	3,068,400
Total special revenue funds	\$ 41,793,800	\$ 35,924,500	\$ 35,721,800	\$ 39,515,400
Debt service funds				
Secondary Property Tax	\$ 9,410,700	\$ 9,410,700	\$ 8,972,000	\$ 9,897,600
McDowell Improvement District	3,803,300	3,803,300	3,805,700	3,799,200
Community Facility Districts (CFD)				
Total debt service funds	\$ 13,214,000	\$ 13,214,000	\$ 12,777,700	\$ 13,696,800

City of Goodyear
Expenditures/expenses by fund
Fiscal year 2023

Fund/Department	Adopted budgeted expenditures/ expenses 2022	Expenditure/ expense adjustments approved 2022	Actual expenditures/ expenses* 2022	Budgeted expenditures/ expenses 2023
Capital funds				
General Obligations Bonds	\$ 4,847,700	\$ 31,264,600	\$ 941,000	\$ 25,099,000
Budget Authority	15,000,000	32,917,700		15,000,000
General Government Capital Projects	150,302,000	78,367,400	66,444,300	10,778,800
Water Bonds	4,231,900	2,880,500	(80,700)	2,751,800
Wastewater Bonds				31,000,000
Water Capital Projects	27,347,600	20,078,600	19,633,300	445,300
Wastewater Capital Projects	6,018,900	684,000	684,000	
Non-Utility Impact Fees	27,912,800	40,709,600	1,807,000	59,298,100
Construction Sales Tax - Impact Fee	4,774,600	4,774,600		2,150,800
Utility Impact Fees	4,796,300	8,196,300	4,491,300	8,322,100
Total capital funds	\$ 245,231,800	\$ 219,873,300	\$ 93,920,200	\$ 154,845,900
Community facility districts funds				
Community Facility Districts (CFD)	\$	\$	\$	\$ 17,626,200
Total community facility districts funds	\$	\$	\$	\$ 17,626,200
Enterprise funds				
Water	\$ 42,611,800	\$ 43,271,500	\$ 29,851,300	\$ 63,036,600
Wastewater	25,792,100	25,904,400	16,593,400	26,743,800
Solid Waste	11,255,800	11,715,800	9,745,300	8,954,800
Total enterprise funds	\$ 79,659,700	\$ 80,891,700	\$ 56,190,000	\$ 98,735,200
Trust Funds				
Self Insurance Trust Fund	\$	\$	\$	\$ 22,532,400
Volunteer Firefighter Trust Fund				740,800
Total trust funds	\$	\$	\$	\$ 23,273,200
Total all funds	\$ 568,473,400	\$ 568,473,400	\$ 332,796,800	\$ 650,431,700

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Goodyear
Expenditures/expenses by department
Fiscal year 2023

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2022	2022	2022	2023
Mayor and Council:				
General Fund	\$ 356,900	\$	\$ 325,800	\$ 397,300
Mayor and Council Total	\$ 356,900	\$	\$ 325,800	\$ 397,300
City Manager:				
General Fund	\$ 2,931,300	\$ 650,000	\$ (1,085,100)	\$ 8,351,000
CBDG Entitlement	84,600	1,300	48,100	460,600
American Rescue Plan		128,000	128,000	
Grant		2,000		
City Manager Total	\$ 3,015,900	\$ 781,300	\$ (909,000)	\$ 8,811,600
Legal Services:				
General Fund	\$ 2,267,500	\$	\$ 2,132,100	\$ 2,769,300
List other funds				
Legal Services Total	\$ 2,267,500	\$	\$ 2,132,100	\$ 2,769,300
Municipal Court:				
General Fund	\$ 1,349,800	\$ 105,000	\$ 988,100	\$ 2,187,200
Court Enhancement Fund	47,100		44,600	50,300
Municipal Court Total	\$ 1,396,900	\$ 105,000	\$ 1,032,700	\$ 2,237,500
City Clerk:				
General Fund	\$ 836,000	\$ (16,000)	\$ 760,600	\$ 1,162,000
City Clerk Total	\$ 836,000	\$ (16,000)	\$ 760,600	\$ 1,162,000
Finance:				
General Fund	\$ 4,634,100	\$ (240,000)	\$ 3,978,400	\$ 5,011,800
Community Facilities District (CFD)				6,943,500
Non-Utility Impact Fees	103,100		103,100	4,300
Utility Impact Fees	254,900		254,900	10,700
Finance Total	\$ 4,992,100	\$ (240,000)	\$ 4,336,400	\$ 11,970,300
Human Resources:				
General Fund	\$ 4,837,000	\$ 938,700	\$ 6,749,100	\$ 5,453,900
Risk Reserve	750,000			750,000
Self Insurance Trust Fund			11,458,200	13,218,700
Enterprise Fund - Water	41,600		41,600	42,400
Enterprise Fund - Wastewater	96,600		96,600	96,600
Enterprise Fund - Solid Waste	10,000		10,000	10,000
Human Resources Total	\$ 5,735,200	\$ 938,700	\$ 18,355,500	\$ 19,571,600
Information Technology:				
General Fund	\$ 7,631,800	\$ 45,600	\$ 6,749,500	\$ 8,326,000
Technology Asset Management	1,391,600		1,115,900	1,115,900
Enterprise Fund - Water	72,500		68,100	78,500
Enterprise Fund - Wastewater	76,900		72,600	82,300
Information Technology Total	\$ 9,172,800	\$ 45,600	\$ 8,006,100	\$ 9,602,700
Digital Communications:				
General Fund	\$ 1,269,700	\$ 32,000	\$ 1,180,400	\$ 1,631,700
Digital Communications Total	\$ 1,269,700	\$ 32,000	\$ 1,180,400	\$ 1,631,700
Fire:				
General Fund	\$ 26,282,500	\$ 40,300	\$ 23,144,300	\$ 28,011,900
Fire Asset Management	348,500		348,400	248,800
Volunteer Firefighter Trust Fund		15,000	15,000	740,800
Grants	40,600	95,100	112,100	1,007,700
Ambulance				1,596,900
Fire Total	\$ 26,671,600	\$ 150,400	\$ 23,619,800	\$ 31,606,100

City of Goodyear
Expenditures/expenses by department
Fiscal year 2023

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2022	2022	2022	2023
Police:				
General Fund	\$ 34,525,500	\$ (228,300)	\$ 30,199,000	\$ 37,078,000
Impound Fund	67,400	7,800	66,400	87,100
Officer Safety Equipment Fund	2,000		2,000	12,000
Grants	576,300	(10,200)	280,100	398,600
DIF Police 18	680,000			
Police Total	\$ 35,851,200	\$ (230,700)	\$ 30,547,500	\$ 37,575,700
Development Services:				
General Fund	\$ 5,587,200	\$ 2,279,000	\$ 5,069,000	\$ 12,881,400
Development Services Total	\$ 5,587,200	\$ 2,279,000	\$ 5,069,000	\$ 12,881,400
Economic Development:				
General Fund	\$ 3,957,900	\$ (50,800)	\$ 2,250,000	\$ 3,945,500
American Rescue Plan		3,000,000	465,300	2,534,700
Economic Development Total	\$ 3,957,900	\$ 2,949,200	\$ 2,715,300	\$ 6,480,200
Engineering:				
General Fund	\$ 6,331,700	\$ (1,895,300)	\$ 4,919,600	\$ 2,568,500
Traffic Signals Asset Management	1,032,000		1,032,000	966,700
Highway User Revenue Fund (HURF)	8,833,000	(13,400)	8,579,600	9,370,900
Grants				500,000
Arizona Lottery Fund (ALF)	325,800	95,500	421,300	283,400
Park and Ride Marquee	224,000		3,300	500,000
Engineering Total	\$ 16,746,500	\$ (1,813,200)	\$ 14,955,800	\$ 14,189,500
Parks and Recreation:				
General Fund	\$ 15,521,700	\$ 18,300	\$ 14,313,200	\$ 18,677,800
Parks Asset Management	887,300		782,900	944,900
Ballpark Operating Fund	5,796,500	99,100	5,519,900	6,059,000
Ballpark Capital Replacement Fund	218,000		218,000	180,000
Grants		7,000	2,000	
Prop 302		332,200	300,000	300,000
Parks and Recreation Total	\$ 22,423,500	\$ 456,600	\$ 21,136,000	\$ 26,161,700
Public Works:				
General Fund	\$ 4,415,300	\$	\$ 3,872,400	\$ 6,320,600
Fleet Asset Management	1,752,700	(23,600)	1,361,200	2,997,200
Facilities Asset Management	632,900		374,200	696,900
Enterprise Fund - Water	18,606,200	2,068,400	18,646,900	25,812,900
Enterprise Fund - Wastewater	10,570,300	54,300	9,708,000	11,489,800
Enterprise Fund - Solid Waste	7,086,900	10,000	6,585,300	7,389,300
Public Works Total	\$ 43,064,300	\$ 2,109,100	\$ 40,548,000	\$ 54,706,700
Debt Service:				
General Fund	\$ 1,155,000	\$	\$ 1,155,000	\$ 1,155,000
Special Revenue Funds	10,430,000		10,430,000	9,999,000
Debt Service Funds	13,214,000		12,777,700	13,696,800
Capital Funds				
Enterprise Fund - Water	8,738,000		8,738,000	8,742,000
Enterprise Fund - Wastewater	3,552,000		3,552,000	3,564,000
CFD- Trust Funds				10,682,700
Debt Services Total	\$ 37,089,000	\$	\$ 36,652,700	\$ 47,839,500
Non-Departmental:				
General Fund	\$ 3,500,000	\$	\$	\$
Other Capital			3,500,000	3,709,000
Non-Departmental Total	\$ 3,500,000	\$	\$ 3,500,000	\$ 3,709,000

City of Goodyear
Expenditures/expenses by department
Fiscal year 2023

	Adopted budgeted expenditures/ expenses	Expenditure/ expense adjustments approved	Actual expenditures/ expenses*	Budgeted expenditures/ expenses
Department/Fund	2022	2022	2022	2023
Capital Projects:				
General Fund	\$ 25,128,000	\$ 25,876,700	\$ 18,465,700	\$ 76,142,300
Asset Management	3,552,400	2,794,700	405,400	10,834,900
Special Revenue	2,991,600	754,800	2,218,400	3,566,800
Debt Service				
Enterprise Fund - Water	10,382,100	(782,000)	2,356,700	22,862,400
Enterprise Fund - Wastewater	8,767,700	(171,800)	3,164,200	8,364,400
Enterprise Fund - Solid Waste	3,000,000	(1,550,000)	1,150,000	300,000
General Obligations Bonds		24,792,300	941,000	25,099,000
Water & Wastewater Bonds	4,231,900	(1,351,400)	(80,700)	33,751,800
Non-Utility Impact Fees	22,054,600	12,796,800	1,703,900	59,293,800
Utility Impact Fee	4,541,400	3,400,000	4,236,400	8,311,400
Other Capital	183,848,500	(90,136,400)	77,288,400	11,404,100
Capital Projects Total	\$ 268,498,200	\$ (23,576,300)	\$ 111,849,400	\$ 259,930,900
Contingency:				
General Fund	\$ 25,707,800	\$ (354,100)	\$ 100,000	\$ 60,374,300
Asset Management		23,600		
Special Revenue	12,156,900	(10,368,500)	6,882,700	2,608,400
Enterprise	8,658,900	2,408,900		9,900,600
General Obligations Bonds	4,847,700	1,624,600		
Non-Utility Impact Fees	5,075,100			
Other Capital	19,594,600	22,694,800		15,000,000
CFD- Trust Funds				9,313,700
Contingency Total	\$ 76,041,000	\$ 16,029,300	\$ 6,982,700	\$ 97,197,000
Total All Departments/Funds	\$ 568,473,400	\$	\$ 332,796,800	\$ 650,431,700

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

City of Goodyear
Full-time employees and personnel compensation
Fiscal year 2023

	Full-time equivalent (FTE)	Employee salaries and hourly costs	Retirement costs	Healthcare costs	Other benefit costs	Total estimated personnel compensation
Fund	2023	2023	2023	2023	2023	2023
General Fund	727.62	\$ 66,204,500	\$ 11,579,800	\$ 11,471,400	\$ 7,737,000	\$ 96,992,700
Special revenue funds						
Highway User Revenue Fund	20.00	\$ 1,611,600	\$ 196,500	\$ 346,200	\$ 224,900	\$ 2,379,200
Ballpark Operating Fund	48.00	2,469,300	235,900	390,300	303,800	3,399,300
Impound Fund	0.60	43,900	5,400	10,400	5,600	65,300
Court Enhancement Fund	0.57	28,200	3,500	5,000	3,600	40,300
Ambulance	7.00	523,900	64,200	121,800	66,400	776,300
Volunteer Firefighter Trust Fund		725,800				725,800
Grants	8.00	838,000	228,500	139,200	73,800	1,279,500
Total special revenue funds	84.17	\$ 6,240,700	\$ 734,000	\$ 1,012,900	\$ 678,100	\$ 8,665,700
Debt service funds						
Total debt service funds		\$	\$	\$	\$	\$
Capital projects funds						
Total capital projects funds		\$	\$	\$	\$	\$
Permanent funds						
Total permanent funds		\$	\$	\$	\$	\$
Enterprise funds						
Water	37.95	\$ 3,129,700	\$ 376,300	\$ 656,100	\$ 383,400	\$ 4,545,500
Wastewater	40.95	2,989,500	359,300	669,600	380,600	4,399,000
Solid Waste	13.50	948,300	115,900	237,800	132,400	1,434,400
Total enterprise funds	92.40	\$ 7,067,500	\$ 851,500	\$ 1,563,500	\$ 896,400	\$ 10,378,900
Internal service funds						
Total internal service fund		\$	\$	\$	\$	\$
Total all funds	904.19	\$ 79,512,700	\$ 13,165,300	\$ 14,047,800	\$ 9,311,500	\$ 116,037,300

FY2023 Final Budget Adoption



Truth In Taxation
June 6, 2022

Agenda for Public Hearing & Final Budget Adoption



- Open Public Hearing for Final FY2023 Budget & Truth In Taxation
 - Staff Presentation
 - Public Comment
- Close Public Hearing
- Approve Truth in Taxation Increase of \$233,835 by roll call vote
- Special Meeting to Approve FY2023 Budget follows regular meeting

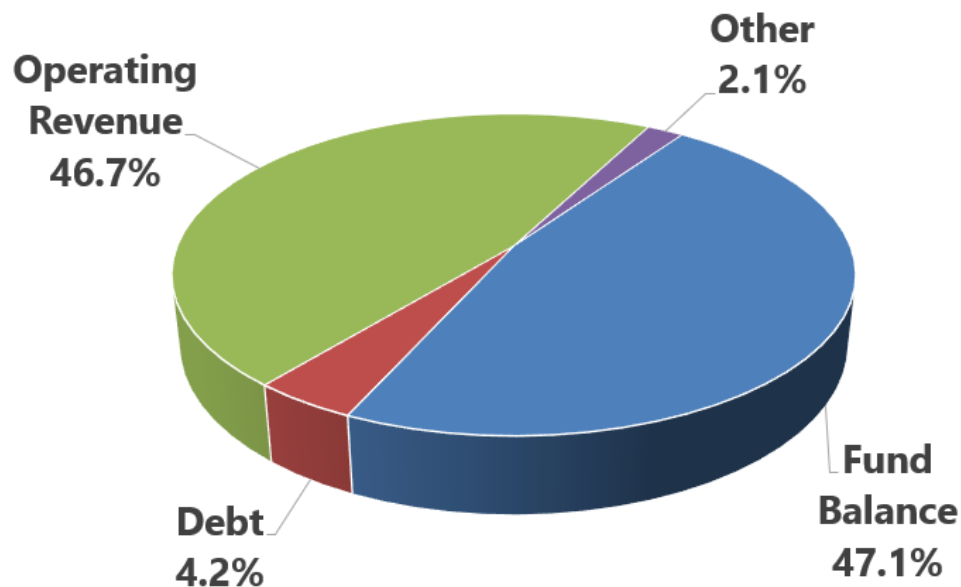
FY2023 Budget Overview

FY2023 Where the Money Comes From

All Funds



\$731.1 MILLION

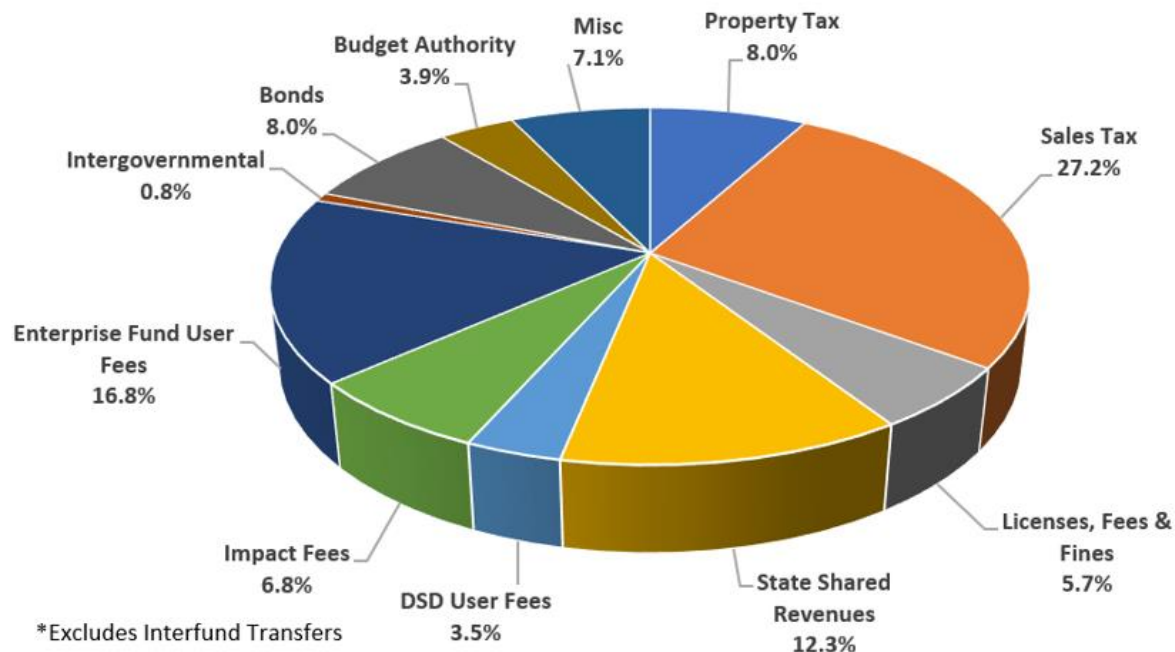


FY2023 Where the Money Comes From

All Funds



OPERATING REVENUE – \$387.1 MILLION

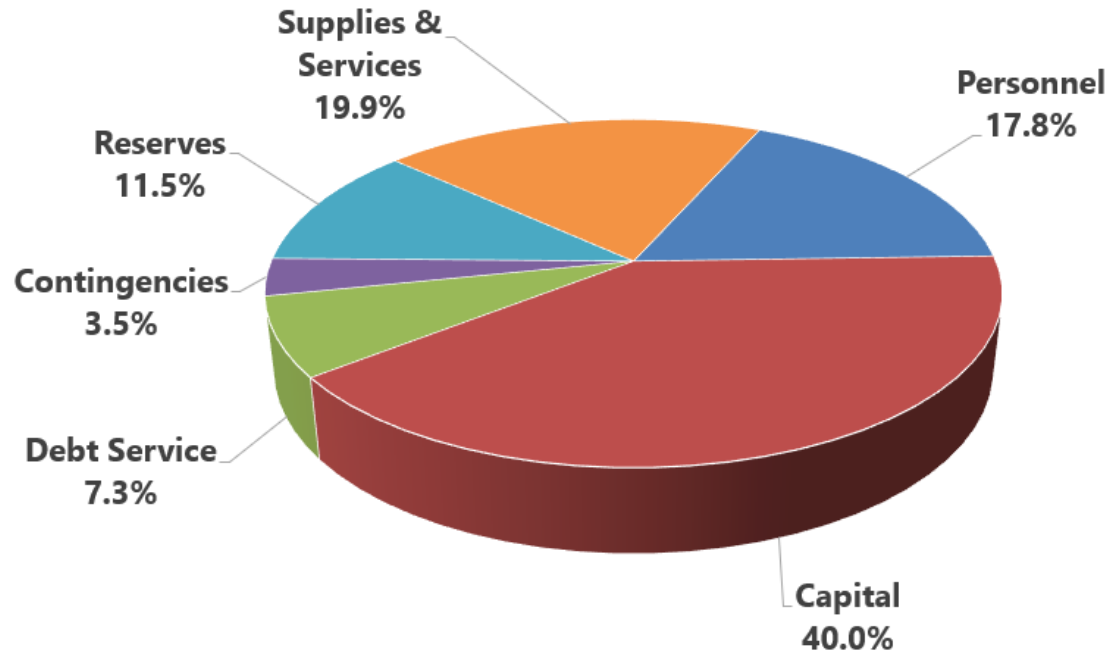


FY2023 Where the Money Goes

All Funds – by use



\$650.4 MILLION

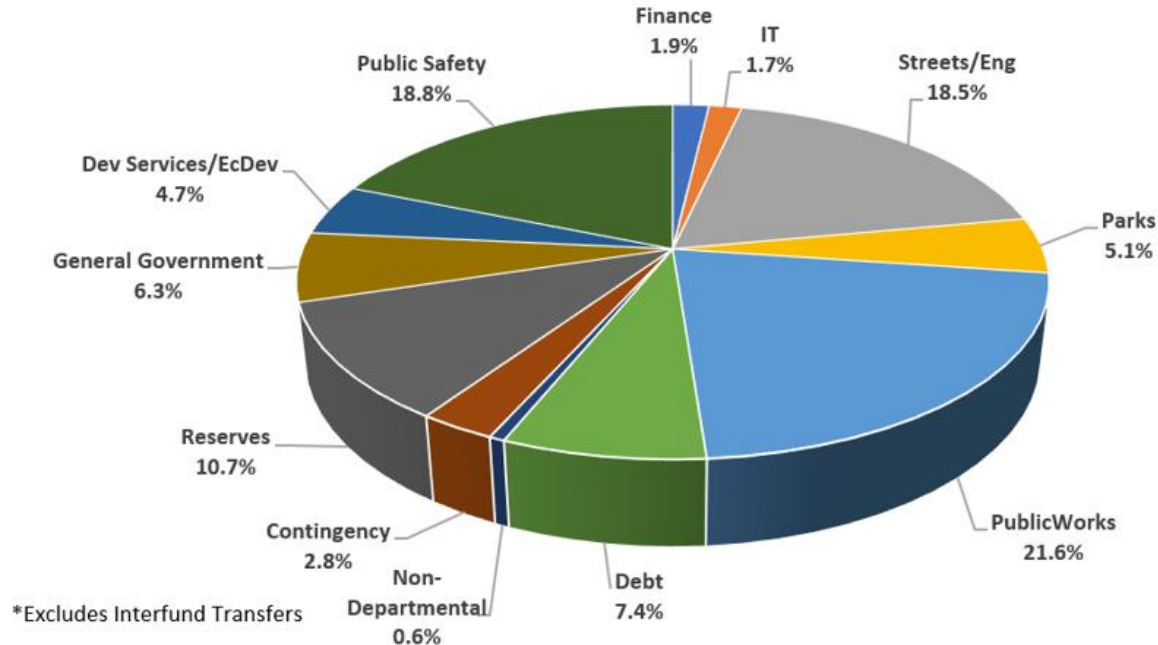


FY2023 Where the Money Goes

All Funds – by Department



\$650.4 MILLION



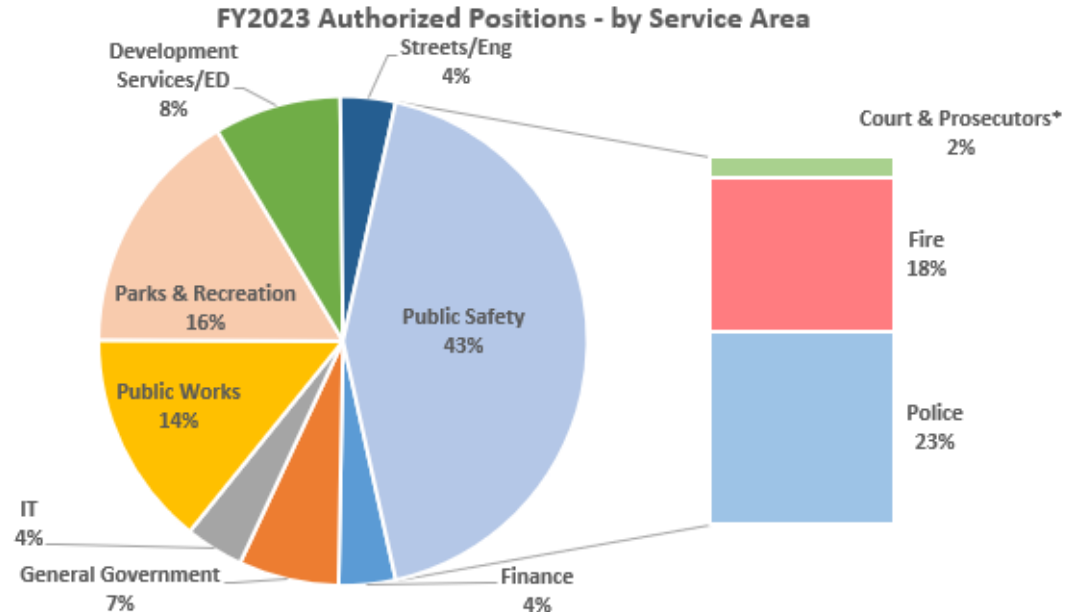


FY2023 Budget - Personnel

TOTAL AUTHORIZATION (904.19 FTE)

	FY2022	change	FY2023
Finance	34.00	0.00	34.00
General Government	53.50	6.47	59.97
IT	33.00	2.00	35.00
Public Works	123.00	6.00	129.00
Parks & Recreation	138.30	9.57	147.87
Development Services/ED	72.00	4.00	76.00
Streets/Eng	30.00	3.00	33.00
Court & Prosecutors	18.30	4.00	22.30
Fire	146.50	15.00	161.50
Police	188.55	17.00	205.55
	837.15	67.04	904.19

Full-Time	844.0
Part-Time	5.32
Seasonal	54.87
Total:	904.19

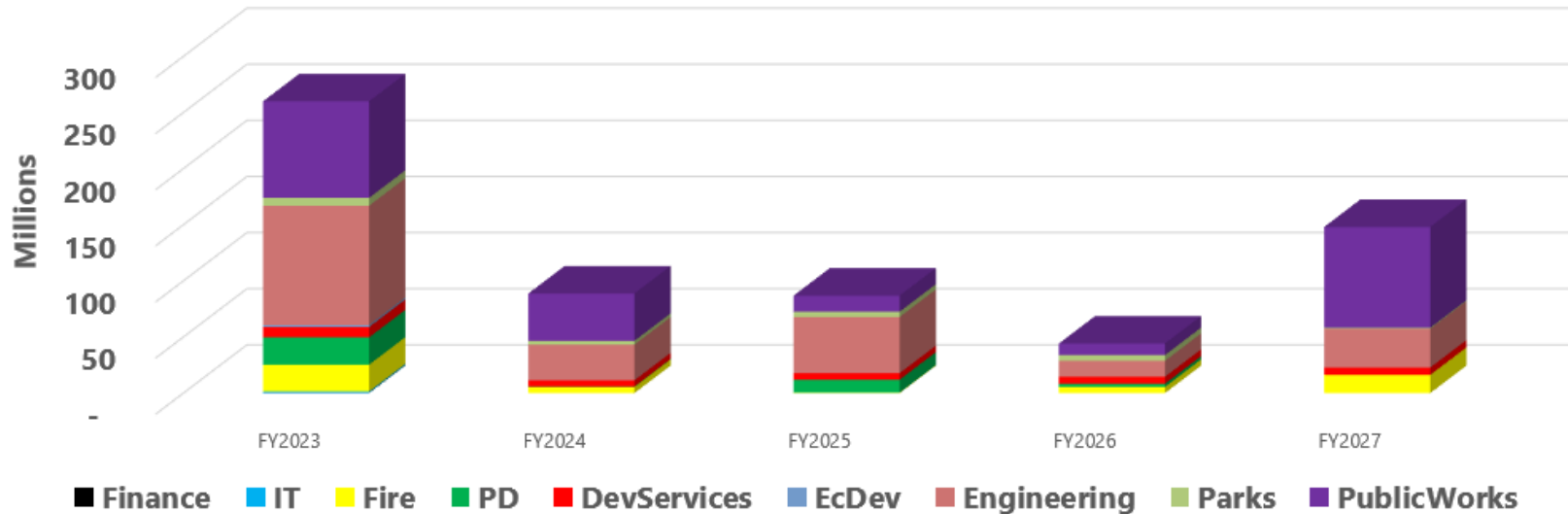


FY2023 Budget



CAPITAL IMPROVEMENT PLAN –FINAL \$627.5 MILLION

FY2023-2027 CIP by Department



The background of the slide is a close-up photograph of green grass blades covered in small, glistening dew droplets. The entire image is overlaid with a semi-transparent yellow filter, creating a warm, golden glow. The text 'Truth In Taxation' is centered in a bold, black, sans-serif font.

Truth In Taxation

Truth In Taxation



Who Gets Your Property Taxes



Truth In Taxation



PRIMARY PROPERTY TAX

- State Constitution limits annual levy increase to no more than 2%
- Truth In Taxation process required per A.R.S. 17107
- Truth in Taxation amount - \$233,835



Property Tax Rates and Levies

RATES ARE PER \$100 OF ASSESSED VALUATION

	FY2022 Assessed			FY2023 Assessed		
	Valuation	FY2022 Levy	FY2022 Rate*	Valuation	FY2023 Levy	FY2023 Rate*
Primary	1,170,620,728	11,706,200	\$ 1.0000	1,293,848,816	12,882,853	\$ 0.9957
Secondary	1,170,620,728	8,604,100	\$ 0.7350	1,293,848,816	9,565,400	\$ 0.7393
Totals		20,310,300	\$ 1.7350	2,587,697,632	22,448,253	\$ 1.7350

Goodyear Property Tax - \$100,000 home \$ **173.50**

Goodyear Property Tax - \$105,000 home (maximum 5% appreciation, \$8.68 per \$100,000 AV increase) \$ **182.18**

Goodyear Property Tax - \$209,894 Median Assessed Value for Goodyear Single Family Home: \$ **364.18**

Outreach and Notification Steps



- Truth in Taxation (statutory requirements)
 - May 18 – Press Release
 - May 20 - Newspaper Ad
 - May 27 - Newspaper Ad
- Budget Schedules (statutory requirements)
 - May 24 - Library; City Clerk; Website
 - May 27- Newspaper
 - June 1 - Newspaper

Next Steps



- Take public comment on FY2023 Truth in Taxation and Final Budget
- Close Public Hearing
- Approve Truth in Taxation Increase of \$233,835 by Roll Call Vote
- Budget to be adopted in Special Meeting

TRUTH IN TAXATION HEARING NOTICE OF TAX INCREASE

IN COMPLIANCE WITH SECTION 42-17107, ARIZONA REVISED STATUTES, CITY OF GOODYEAR IS NOTIFYING ITS PROPERTY TAXPAYERS OF CITY OF GOODYEAR'S INTENTION TO RAISE ITS PRIMARY PROPERTY TAXES OVER LAST YEAR'S LEVEL. CITY OF GOODYEAR IS PROPOSING AN INCREASE IN PRIMARY PROPERTY TAXES OF \$316,993 OR 2%.

FOR EXAMPLE, THE PROPOSED TAX INCREASE WILL CAUSE CITY OF GOODYEAR'S PRIMARY PROPERTY TAXES ON A \$100,000 HOME TO BE \$99.57. WITHOUT THE PROPOSED TAX INCREASE, THE TOTAL TAXES THAT WOULD BE OWED ON A \$100,000 HOME WOULD HAVE BEEN \$97.12.

THIS PROPOSED INCREASE IS EXCLUSIVE OF INCREASED PRIMARY PROPERTY TAXES RECEIVED FROM NEW CONSTRUCTION. THE INCREASE IS ALSO EXCLUSIVE OF ANY CHANGES THAT MAY OCCUR FROM PROPERTY TAX LEVIES FOR VOTER APPROVED BONDED INDEBTEDNESS OR BUDGET AND TAX OVERRIDES.

ALL INTERESTED CITIZENS ARE INVITED TO ATTEND THE PUBLIC HEARING ON THE TAX INCREASE THAT IS SCHEDULED TO BE HELD **JUNE 6, 2022 6:00 P.M. AT 14455 WEST VAN BUREN STREET, SUITE B101, THE GOODYEAR MUNICIPAL COURT AND COUNCIL CHAMBERS, ARIZONA, 85338.**

Truth In Taxation Hearing, Notice Of Tax Increase

Post Date: 05/18/2022 XX:XX PM



In compliance with section 42-17107, Arizona Revised Statutes, the city of Goodyear is notifying its property Taxpayers of the city of Goodyear's intention to raise its primary property taxes over last year's level. City of Goodyear is proposing an increase in primary property taxes of \$316,993 or 2%.

For example, the proposed tax increase will cause city of Goodyear's primary property taxes on a \$100,000 home to be \$99.57. Without the proposed tax increase, the total taxes that would be owed on a \$100,000 home would have been \$97.12.

This proposed increase is exclusive of increased primary property taxes received from new construction. The increase is also exclusive of any changes that may occur from property tax levies for voter approved bonded indebtedness or budget and tax overrides.

All interested citizens are invited to attend the public hearing on the tax increase that is scheduled to be held June 6, 2022 at 6:00 p.m. at:

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

The Truth in Taxation Notice will be published on May 20th and 27th in the Southwest Valley Republic.

Enter data in yellow-shaded cells only.

Calculated data in tan should be used in published notice.

Reference updated language for published notice per Chapter 198 (HB 2286, Laws 2017).

Truth in Taxation Analysis

Calculation for Truth in Taxation Hearing Notice pursuant to A.R.S. § 42-17107

Actual current primary property tax levy: (line F.1. actual levy from prior year's final levy limit worksheet)	\$ 11,706,200
Net assessed valuation: (line C.4. from current year's worksheet)	\$ 1,293,848,817
Value of new construction:	\$ 94,697,980
Net assessed value minus new construction: (line B.4. from current year's levy limit worksheet)	\$ 1,199,150,837
MAXIMUM TAX RATE THAT CAN BE IMPOSED WITHOUT A TRUTH IN TAXATION HEARING:	\$ 0.9762
Growth in property tax levy capacity associated with new construction:	\$ 924,442
MAXIMUM PRIMARY PROPERTY TAX LEVY WITHOUT A TRUTH IN TAXATION HEARING:	\$ 12,630,552
Proposed primary property tax levy:	\$ 12,882,853
Proposed increase in primary property tax levy, exclusive of new construction	\$ 233,835
Proposed percentage increase in primary property tax levy:	2.00%
Proposed primary property tax rate:	\$ 0.9957
Proposed increase in primary property tax rate:	\$ 0.0195
Proposed primary property tax levy on a home valued at \$100,000	\$ 99.57
Primary property tax levy on a home valued at \$100,000 if the tax rate was not raised:	\$ 97.62
Proposed primary property tax levy increase on a home valued at \$100,000:	\$ 1.95