



City Council Regular Meeting
Municipal Court and Council Chambers
14455 W. Van Buren St., Suite B101
Goodyear, AZ 85338
Monday, June 27, 2022
6:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Brannon Hampton

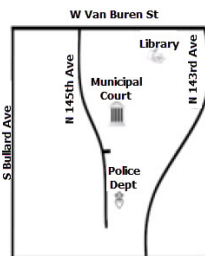
Councilmember
Sheri Lauritano

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 STIPP****APPOINTMENTS****1. APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES****Recommendation**

Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

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

Approve the draft minutes from the Special Meeting and the Regular Meeting held on June 6, 2022 and the Special Meeting held on June 17, 2022. (Darcie McCracken, City Clerk)

3. LEASE AGREEMENT FOR FIRE STATION 187 (MOBILE)**Recommendation**

Approve a Lease Agreement with ARCUS Private Capital Solutions, LLC for Fire Station 187. (Linda Beals, Real Estate Coordinator)

4. APPROVE EXPENDITURE OF FUNDS UP TO \$2,228,900 FOR LITCHFIELD ROAD WATERLINE AND RELATED BUDGET AMENDMENTS**Recommendation**

Approve increased expenditure of funds up to \$2,228,900 for construction of new water main in Litchfield Road between Yuma Road and Van Buren Street (Project 60045) and related budget amendments. (Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager)

5. **SARIVAL AVENUE & HARRISON STREET TRAFFIC SIGNAL IMPROVEMENTS**

Recommendation

Approve expenditure of funds in the amount of \$592,400 for the construction of traffic signal improvements at Sarival Avenue & Harrison Street. (Hugh Bigalk, P.E., City Traffic Engineer)

6. **REVISIONS TO THE BUDGET AMENDMENT POLICY TO IMPROVE CLARITY ON THE USE OF GENERAL FUND CONTINGENCIES**

Recommendation

ADOPT RESOLUTION NO. 2022-2256 ADOPTING AND APPROVING THE BUDGET AMENDMENT POLICY BY THE CITY OF GOODYEAR. (Ryan Bittle, Finance Manager - Budget & Research)

PUBLIC HEARINGS

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

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

7. **SPECIAL USE PERMIT FOR DESERT SPRINGS COMMUNITY CHURCH**

Recommendation

Recommend approval of a request for a Special Use Permit to allow a building expansion and new auditorium for Desert Springs Community Church on approximately 8.5 acres in Phase 3B of the Palm Valley Planned Area Development (PAD) District at 14440 W. Indian School Road (Tract B of Palm Valley Phase 3B) subject to stipulations (Guadalupe Ortiz Cortez, Assistant Planner).

8. **SPECIAL USE PERMIT FOR THE HOPE ASSEMBLY CHURCH**

Recommendation

Approve the request for a Special Use Permit for a church proposed within an existing building on property within the Palm Valley Crossing PAD, subject to stipulations. (Steve Careccia, Planning Manager)

9. **ZONING ORDINANCE TEXT AMENDMENT FOR DRIVE-THROUGH RESTAURANTS**
Recommendation
1. ADOPT RESOLUTION NO. 2022-2227 DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED “ZONING ORDINANCE TEXT AMENDMENT TO ARTICLES 2-2, 3 AND 4.”

2. ADOPT ORDINANCE NO. 2022-1534 AMENDING ARTICLE 2-2 (DEFINITIONS), SECTION 3-3-2 (C-1 NEIGHBORHOOD COMMERCIAL DISTRICT), SECTION 3-3-3 (C-GENERAL COMMERCIAL DISTRICT), SECTION 3-3-6 (COMMERCIAL DISTRICT STANDARDS) AND ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) OF THE GOODYEAR ZONING ORDINANCE; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Steve Careccia, Planning Manager)

BUSINESS

10. **FY2022-2023 COMMUNITY FUNDING RECOMMENDATIONS**
Recommendation
Approve the recommended allocations for FY2022-2023 Community Funding. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)
11. **SET THE PRIMARY AND SECONDARY PROPERTY TAX LEVIES FOR FY2023**
Recommendation
ADOPT ORDINANCE NO. 2022-1547 LEVYING UPON THE ASSESSED VALUATION C THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BI REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOU EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND PREEMPTION FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023. (AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE). (Ryan Bittle, Finance Manager - Budget)

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		
July 11, 2022	Regular Meeting	6:00 p.m.

ADJOURNMENT		
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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 22, 2022, at 3:47 p.m. by VM.

ITEM #: 1.
DATE: 06/27/2022
AI #:982



CITY COUNCIL ACTION REPORT

SUBJECT: APPOINTMENTS TO BOARDS, COMMISSIONS AND COMMITTEES

STAFF PRESENTER(S): Darcie McCracken, City Clerk

SUMMARY

Approve the recommendations of the Council Subcommittee: Boards, Commissions and Committees.

Recommendation

Approve the appointments to Boards, Commissions and Committees. (Darcie McCracken, City Clerk)

FISCAL IMPACT

There is no direct budget impact associated with these appointments.

BACKGROUND AND PREVIOUS ACTIONS

The City Council Subcommittee: Boards, Commissions and Committees met on June 16, 2022, to interview applicants. The Subcommittee recommends the following appointments:

Judicial Advisory Committee

Name		Start	Expires
Alex Deshuk	Reappointment	September 15, 2022	September 14, 2024
Craig Jennings	Appointment	June 28, 2022	June 27, 2024
Kevin Kane	Appointment	June 28, 2022	June 27, 2024

General Plan Committee: All members are New Appointments and will serve until the General Plan has been ratified.

Name	Start
Jennifer Barber	June 28, 2022
Keith Drunasky	June 28, 2022
Michael Fulton	June 28, 2022

Kimberly Hill	June 28, 2022
Lynette Keating	June 28, 2022
Patricia Kingsbury	June 28, 2022
Gregory Lehmann	June 28, 2022
Kristin Mercado	June 28, 2022
Don McBrayer	June 28, 2022
Jeremy Sawyer	June 28, 2022
Carlos Santos	June 28, 2022
Javier Vega	June 28, 2022

STAFF ANALYSIS

None.

ITEM #: 2.
DATE: 06/27/2022
AI #:746



APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

Recommendation

Approve the draft minutes from the Special Meeting and the Regular Meeting held on June 6, 2022 and the Special Meeting held on June 17, 2022. (Darcie McCracken, City Clerk)

Attachments

June 6, 2022 Special Meeting draft minutes
June 6, 2022 Regular Meeting draft minutes
June 17, 2022 Special Meeting draft minutes

City Council Special Meeting

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

Monday, June 6, 2022

Meeting Minutes

**Immediately Following the Regular Meeting
That Begins at 6:00 p.m.**

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 6:29 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 City Manager Julie Karins; Deputy City Attorney Sarah Chilton; City Clerk Darcie
Present: McCracken

BUSINESS

1. FINAL ADOPTION OF THE FY2023 BUDGET

MOTION BY Councilmember Bill Stipp, SECONDED BY Councilmember Sheri Lauritano to ADOPT RESOLUTION NO. 2022-2253 DETERMINING AND ADOPTING THE FINAL ESTIMATES OF PROPOSED REVENUES AND EXPENDITURES FOR THE CITY OF GOODYEAR FOR FY2023 BEGINNING JULY 1, 2022 AND ENDING JUNE 30, 2023. The motion carried as follows:

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

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 6:31 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 June 6, 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, June 6, 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 City Manager Julie Karins; Deputy City Attorney Sarah Chilton; City Clerk Darcie
Present: McCracken

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER CAMPBELL

COMMUNICATIONS

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

Tim Fisher, Continuous Improvement Manager introduced the item. Willy Elizondo, Risk & Safety Coordinator gave background on how the departments became interested in becoming Voluntary Protection Program Star Sites (VPP). Jessie Atencio, Arizona Department of Occupational Safety and Health Director, presented plaques to the Public Works and Parks and Recreation Departments. He commented that less than 1% of all work places are able to achieve this high rating.

Council commented that this was a huge accomplishment and exhibited that we have the best employees.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

There were no citizen comments.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Wally Campbell to APPROVE Consent Agenda Items 2 through 13. The motion carried as follows:

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

Passed - Unanimously

2. **APPROVAL OF MINUTES**

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 Teressa 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

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**

Mayor Pizzillo opened the public hearing at 6:11 p.m.

Ryan Bittle, Finance Manager, reviewed the budget process for the FY2023 budget. He presented an overview of the budget highlighting that our resources are estimated at \$731.1 million with the operating revenue at \$387.1 million. He reviewed the expenditures of \$650.4 million.

Mr. Bittle spoke about the Truth in Taxation and where the tax dollars go with Education getting 59% of the property taxes, Special Districts 17%, the city of Goodyear at 13% and Maricopa County at 11%. He added that the State Constitution limited the annual levy increase to no more than 2% of the assessed valuation of property. He continued that the amount would be increasing by \$233,835 and reviewed the rates per \$100 of assessed valuation based on a Median Assessed Value for a Single Family Home in Goodyear of \$209,894 would then have a property tax of \$364.18 for Goodyear property tax.

Mr. Bittle reviewed the posting and publishing requirements for the truth in taxation statutes.

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

Council inquired about why it appears that Goodyear is doing a tax increase. Mr. Bittle commented that it is strictly based on the valuation of homes. Council reiterated that Goodyear was not raising property taxes, that it is based instead on the value of homes in Goodyear.

Council commented that in light of the increased values and increased revenues, that Council should consider other places to help the taxpayer.

MOTION BY Councilmember Sheri Lauritano, SECONDED BY Vice Mayor Brannon Hampton to APPROVE the Truth-in-Taxation increase of \$233,835 for FY2023. The motion carried as follows:

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

There were no information items.

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

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:29 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 June 6, 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 Special Meeting
Goodyear City Hall
190 N. Litchfield Rd., Room 117
Goodyear, AZ 85338



Friday, June 17, 2022

4:30 p.m.

Meeting Minutes

CALL TO ORDER

Mayor Pizzillo called the Special Meeting to order at 4:30 p.m.

ROLL CALL

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

Absent: Vice Mayor Brannon Hampton

Staff Deputy City Manager Wynette Reed; City Attorney Roric Massey; City Clerk Darcie

Present: McCracken

MOTION BY Councilmember Patrick Bray, SECONDED BY Councilmember Bill Stipp to EXCUSE Vice Mayor Hampton. The motion carried as follows:

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

Passed - Unanimously

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) & (4): Discussion and consultation with the City Attorney and City Manager to receive an update, to consider its position, and to provide instruction/direction to City Attorney and City Manager regarding City's position in connection with contractual negotiations associated with economic development opportunities.

MOTION BY Councilmember Laura Kaino, SECONDED BY Councilmember Patrick Bray to CONVENE an Executive Session. The motion carried as follows:

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

Passed - Unanimously

City Council entered into Executive Session at 4:31 p.m.

ADJOURNMENT OF EXECUTIVE SESSION

Mayor Pizzillo adjourned the Executive Session at 5:05 p.m.

RECONVENING OF SPECIAL MEETING

Mayor Pizzillo reconvened the Special Meeting at 5:05 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Special Meeting at 5:05 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 June 17, 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: 06/27/2022
AI #:975



CITY COUNCIL ACTION REPORT

SUBJECT: LEASE AGREEMENT FOR FIRE STATION 187 (MOBILE)

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

SUMMARY

Approve a new Lease Agreement to the city with ARCUS Private Capital Solutions, LLC, an Arizona limited liability company, for Fire Station 187 (Mobile) located at the northwest corner of 99th Avenue and Maricopa Road.

Recommendation

Approve a Lease Agreement with ARCUS Private Capital Solutions, LLC for Fire Station 187. (Linda Beals, Real Estate Coordinator)

FISCAL IMPACT

Annual rent for the Fire Station 187 site, including the modular facilities and other site improvements is \$10.00 per year. The Lease Agreement is for 5 years and the total rental amount due for the five-year period is \$50.00. The cost of leasing and maintaining the facility is included as part of the Fire Department's annual budget.

BACKGROUND AND PREVIOUS ACTIONS

In 2006-2007, the City entered into a Pre-Annexation Development Agreement with Sonoran Valley Management, LLC, a Delaware limited liability company ("SVN") and annexed approximately 42,780 acres of property in an area that is known as Sonoran Valley, which includes the community of Mobile. In March, 2007, the City negotiated and entered into a Master Development Agreement for the Amaranth development with SVN. This Master Development Agreement, among other items, required the developer to provide a modular facility to be used to house city fire department employees. The fire station modular housing site was constructed shortly after the City and the developer entered into the development agreement.

In 2009 the Fire Station 187 site was sold at the Trustee's sale. The City then entered into a lease with Amaranth Land, LLC who acquired the property at the Trustee's sale. This initial lease term was for five years. The property was then purchased by ARCUS Private Capital Solutions, LLC in May, 2011. The lease has been extended several times, with the most recent extension expiring on June 30, 2022.

STAFF ANALYSIS

City staff has negotiated a new five-year lease with ARCUS Private Capital Solutions. The lease terms are generally consistent with the terms of the prior lease. This lease is required in order for the City to continue to provide fire protection service to the Sonoran Valley/Mobile area. Therefore, the city staff is recommending the approval of the Lease Agreement for the Fire Station 187 site.

Attachments

Lease Agreement

LEASE AGREEMENT

BASIC LEASE INFORMATION

Lease Date: June ____, 2022

Commencement Date: July 1, 2022

Landlord: **ARCUS PRIVATE CAPITAL SOLUTIONS, LLC**, an Arizona limited liability company

Tenant: **CITY OF GOODYEAR**, an Arizona municipal corporation

Premises: Those four (4) certain modular buildings, identified as Arizona Vehicular Identification Numbers 5725001, 5725002, 5725003 and 5725004 (individually and collectively, as applicable, the **"Building"**), located on approximately one (1.25) acres of real property, whose street address is 42960 S. 99th Avenue, Goodyear, Arizona 95239, described on Exhibit "A" attached hereto (the **"Land"**). The Building shall also include footings, foundations, structural and all HVAC, electrical, life-safety, mechanical and plumbing systems serving the Building, specifically including the backup generator and awning(s). The term **"Premises"** shall collectively refer to the Building, the Land and the driveways, parking facilities, loading areas, and roadways, associated with the Building, and similar improvements and easements associated with the foregoing or the operation thereof.

Term: Sixty (60) full calendar months, plus any partial month from the Commencement Date to the end of the month in which the Commencement Date falls, starting on the Commencement Date and ending at 5:00 p.m. local time on the last day of the 60th full calendar month following the Commencement Date, subject to adjustment and earlier termination as provided in the Lease.

Basic Rent: Basic Rent shall be the following amounts for the following periods of time (the first installment of Basic Rent is due upon execution of this Lease):

Lease Months	Annual Basic Rent Rate
1 - 12	\$10.00/year
13 - 24	\$10.00/year
25 - 36	\$10.00/year
37 - 48	\$10.00/year
49- 60	\$10.00/year

As used herein, the term **"Lease Month"** means each calendar month during the Term (and if the Commencement Date does not occur on the first day of a calendar month, the period from the Commencement Date to the first day of the next calendar month shall be included in the first Lease Month for purposes of determining the duration of the Term and the monthly Basic Rent rate applicable for such partial month).

Additional Rent: In addition to Basic Rent, Tenant shall pay all Operating Costs, as well as other sums Tenant may owe to Landlord or otherwise be required to pay under the Lease.

Security Deposit:	N/A.	
Rent:	Basic Rent, Additional Rent, and all other sums Tenant may owe to Landlord or otherwise be required to pay under the Lease.	
Permitted Use:	Administrative, office and other uses consistent with Tenant's police, fire and rescue operations for the City of Goodyear.	
Initial Liability Insurance Amount:	\$3,000,000.00	
Tenant's Address:	For all Notices: City of Goodyear 190 North Litchfield Road Goodyear, AZ 85338 Attention: City Manager's Office Telephone: 623-882-7051 DL-citymanager@goodyearaz.gov	With a copy to: City of Goodyear 190 North Litchfield Road Goodyear, AZ 85338 Attention: City Attorney's Office Telephone: 623-882-7227 gylegal@goodyearaz.gov
Landlord's Address:	For all Notices: ARCUS Private Capital Solutions, LLC 4915 East Baseline Road, Suite 105 Gilbert, AZ 85234 Attention: Tyler Wright Telephone: 480-305-7070 twright@landmark.net	With a copy to: Perkins Coie 2901 North Central Avenue, Suite 2000 Phoenix, AZ 85012-2788 Attention: Mala Clancey Telephone: 602-351-8265 mclancey@perkinscoie.com

The foregoing Basic Lease Information is incorporated into and made a part of the Lease identified above. If any conflict exists between any Basic Lease Information and the Lease, then the Lease shall control.

LANDLORD:

ARCUS PRIVATE CAPITAL SOLUTIONS, LLC, an Arizona limited liability company

By: 
Name: Andrew Martin
Title: Manager

TENANT:

THE CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Name: _____
Title: _____

Attested: _____
City Clerk

Approved: _____
City Attorney

LEASE

This Lease Agreement (this “**Lease**”) is entered into on this ____ day of June, 2022 and is shall commence on the 1st day of July, 2022, by and between **ARCUS PRIVATE CAPITAL SOLUTIONS, LLC**, an Arizona limited liability company (“**Landlord**”), and **THE CITY OF GOODYEAR**, an Arizona municipal corporation (“**Tenant**”).

1. **Definitions and Basic Provisions.** The definitions and basic provisions set forth in the Basic Lease Information (the “**Basic Lease Information**”) executed by Landlord and Tenant contemporaneously herewith are incorporated herein by reference for all purposes. Additionally, the following terms shall have the following meanings when used in this Lease: “**Affiliate**” means any person or entity which, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with the party in question; “**including**” means including, without limitation; “**Laws**” means all federal, state, and local laws, ordinances, rules and regulations, all court orders, governmental directives, and governmental orders and all interpretations of the foregoing, and all restrictive covenants affecting the Premises, including the Building, and “**Law**” means any of the foregoing; and “**Tenant Party**” means any of the following persons: Tenant; any assignees claiming by, through, or under Tenant; any subtenants claiming by, through, or under Tenant; and any of their respective agents, contractors, employees, licensees, guests and invitees.

2. **Lease Grant.** Subject to the terms of this Lease, Landlord leases to Tenant, and Tenant leases from Landlord, the Premises.

3. **Tender of Possession.** Tenant was in possession of the Premises prior to the Commencement Date under another agreement with the Landlord and Tenant does hereby accept, the Premises in their “**As-Is, Where-Is**” condition with all faults as of the Commencement Date.

4. **Rent.**

(a) **Payment.** Tenant shall timely pay to Landlord Rent without demand, deduction or set off (except as otherwise expressly provided herein), by good and sufficient check drawn on a national banking association at Landlord’s address provided for in this Lease or as otherwise specified by Landlord and shall be accompanied by all applicable state and local sales or use taxes. The obligations of Tenant to pay Basic Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. Basic Rent, adjusted as herein provided, shall be payable annually in advance. The first annual installment of Basic Rent shall be payable contemporaneously with the execution of this Lease; thereafter, Basic Rent shall be payable on July 1, 2022, July 1, 2023, July 1, 2024, July 1, 2025 and July 1, 2026. Rent may be paid in advance.

(b) **Payment of Operating Costs.** Tenant shall pay, at its sole cost and expense, all Operating Costs (defined below) associated with the Premises in addition to the Rent and the Additional Rent. The term “**Operating Costs**” means: (1) all supplies and materials used in the operation, maintenance, repair, replacement, and security of the Premises; (2) cost of all utilities (including fuel, gas, electricity, water, sewer, trash removal, telecommunications and other services) for the Premises; (3) repairs, replacements, and general maintenance of the Premises including the Building and all paving and parking areas, roads, roof repairs, alleys and driveways, trash collection, sweeping and removal of trash for the Land, mowing, weed control

and landscaping of the Land, and interior/exterior painting of the Building and associated improvements, the cost of maintaining utility lines, fire sprinklers and fire protection systems, interior/exterior lighting, dock doors, drains and sump pumps, and mechanical and plumbing systems serving the Premises; (4) service, maintenance and management contracts with independent contractors for the operation, maintenance, management, repair, replacement, and security of the Premises; (5) environmental management fees; (6) personal property taxes levied on the Building and all alterations, betterments and improvements thereto, furniture, trade fixtures, equipment and personal property, and (7) costs for improvements made to the Premises as permitted by Landlord in accordance with Section 8(a) below. The Operating Costs shall be paid directly by Tenant. To the extent Tenant fails to timely pay such Operating Costs, Landlord may pay same on Tenant's behalf and Tenant shall reimburse Landlord upon written request therefor.

5. **Delinquent Payment; Handling Charges.** All past due payments required of Tenant hereunder shall bear interest from the date due until paid at the lesser of eight percent per annum or the maximum lawful rate of interest (such lesser amount is referred to herein as the "**Default Rate**"); additionally, Landlord, in addition to all other rights and remedies available to it, may charge Tenant a fee equal to the greater of (a) \$50.00 or (b) five percent of the delinquent payment to reimburse Landlord for its cost and inconvenience incurred as a consequence of Tenant's delinquency. In no event, however, shall the charges permitted under this Section 5 or elsewhere in this Lease, to the extent they are considered to be interest under applicable Law, exceed the maximum lawful rate of interest.

6. **Security Deposit.** Landlord hereby waives the right to require a security deposit.

7. **No Landlord's Maintenance Obligations.** The rent and all other sums payable hereunder by Tenant (all of which shall be deemed to be Additional Rent) shall be paid without notice or demand and without set-off, counterclaim, abatement, suspension, deduction or defense. As more particularly set forth herein, Tenant shall pay all maintenance and repair costs and expenses, utility charges and expenses, impositions and all other costs and expenses, of whatever nature, allocable to or relating in any way to the Premises and/or the operation thereof, during the term of this Lease, under the terms and conditions of this Lease; provided, Tenant shall not pay separately for real estate taxes, environmental insurance or property insurance for the Building, it being acknowledged that the costs for same are included in Tenant's Basic Rent. It is expressly understood and agreed that, except as expressly set forth in this Lease, Landlord shall have no responsibility or obligations whatsoever, with respect to the Premises or the condition or use thereof, during the Term of this Lease, and shall be absolutely, without limitation, exculpated from any and all such responsibilities and/or obligations, all such responsibilities and obligations being those of Tenant.

8. **Improvements; Alterations; Tenant's Maintenance and Repair Obligations.**

(a) **Improvements; Alterations.** Improvements to the Premises shall be installed at Tenant's sole cost and expense and in accordance with plans and specifications which have been previously submitted to and approved in writing by Landlord. Tenant shall not paint or install lighting or decorations, signs, window or door lettering, or advertising media of any type visible from the exterior of the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. All alterations, additions, and improvements shall be constructed, maintained, and used by Tenant, at its risk and

expense, in accordance with all Laws; Landlord's consent to or approval of any alterations, additions or improvements (or the plans therefor) shall not constitute a representation or warranty by Landlord, nor Landlord's acceptance, that the same comply with sound architectural and/or engineering practices or with all applicable Laws. Further, Landlord may condition its consent to any alteration or addition on Tenant obtaining a letter of credit, bond, or other form of security satisfactory to Landlord, in its sole discretion, to ensure Tenant's compliance with its obligations hereunder.

(b) **Repairs; Maintenance.** Tenant shall, at Tenant's sole expense and in accordance with all Laws, maintain the entire Premises, including the Building and the Land, in a clean, safe, and operable condition, and shall not permit or allow any waste or damage to any portion of the Premises, subject to reasonable wear and tear. Additionally, Tenant, at its sole expense, shall repair, replace and maintain in good condition and in accordance with all Laws and the equipment manufacturer's suggested service programs, all portions of the Premises, and all areas, improvements and systems serving the Premises. Such repair and replacements include capital expenditures and repairs whose benefit may extend beyond the Term. .

(c) **Performance of Work.** All work described in this Section 8 with a value equal to or in excess of \$5,000 shall be performed only by contractors and subcontractors approved in writing by Landlord. Contractors and subcontractors performing any work on the premises to obtain and maintain insurance coverage 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- and a category rating of not less than VIII, to carry commercial general liability insurance that included premises-operations, products-completed operation, contractual liability, bodily injury, and property damage with a limit of not less than \$1,000,000 per occurrence and \$2,000,000. Such coverage shall be at least as broad as Insurance Service Office policy form CG)) 01 07 98 or any replacement thereof, shall be an occurrence based policy. All such work shall be performed in accordance with all Laws and in a good and workmanlike manner so as not to damage the Building.

(d) **Mechanic's Liens.** All work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party shall be deemed authorized and ordered by Tenant only, and Tenant shall not permit any mechanic's liens to be filed against the Premises, including the Building in connection therewith. Upon completion of any such work, Tenant shall deliver to Landlord final lien waivers from all contractors, subcontractors and materialmen who performed such work. If such a lien is filed, then Tenant shall, within ten days after Landlord has delivered notice of the filing thereof to Tenant (or such earlier time period as may be necessary to prevent the forfeiture of the Premises, including the Building, or any interest of Landlord therein or the imposition of a civil or criminal fine with respect thereto), either (1) pay the amount of the lien and cause the lien to be released of record, or (2) diligently contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten days after Landlord has invoiced Tenant therefor. Landlord and Tenant acknowledge and agree that their relationship is and shall be solely that of "landlord-tenant" (thereby excluding a relationship of "owner-contractor," "owner-agent" or other similar relationships). Accordingly, all materialmen, contractors, artisans, mechanics, laborers and any other persons now or hereafter contracting with Tenant, any contractor or subcontractor of Tenant or any other Tenant

Party for the furnishing of any labor, services, materials, supplies or equipment with respect to any portion of the Premises, at any time from the date hereof until the end of the Term, are hereby charged with notice that they look exclusively to Tenant to obtain payment for same. Nothing herein shall be deemed a consent by Landlord to any liens being placed upon the Premises, including the Building or Landlord's interest therein due to any work performed by or for Tenant or deemed to give any contractor or subcontractor or materialman any right or interest in any funds held by Landlord to reimburse Tenant for any portion of the cost of such work. Tenant shall defend, indemnify and hold harmless Landlord and its agents and representatives from and against all claims, demands, causes of action, suits, judgments, damages and expenses (including attorneys' fees) in any way arising from or relating to the failure by any Tenant Party to pay for any work performed, materials furnished, or obligations incurred by or at the request of a Tenant Party. This indemnity provision shall survive termination or expiration of this Lease.

(e) **Janitorial Services.** Tenant, at its sole expense, shall provide its own janitorial services to the Premises and shall maintain the Premises, including the Building, in a clean and safe condition. Tenant shall store all trash and garbage within the area and in receptacles designated from time to time by Landlord and shall, at its sole expense, arrange for the regular pickup of such trash and garbage at times, and pursuant to reasonable regulations, established by Landlord from time to time. If Tenant fails to provide janitorial services to the Premises or trash removal services in compliance with the foregoing, Landlord, in addition to any other rights and remedies available to it, may provide such services, and Tenant shall pay to Landlord the cost thereof, plus an administrative fee equal to 15% of such cost, within ten days after Landlord delivers to Tenant an invoice therefore. Provided, however, Landlord shall not provide for said services without providing Tenant with a minimum of fourteen (14) days written notice.

9. **Utilities.** Tenant shall pay for all water, gas, electricity, heat, telephone, telecommunications, sewer, sprinkler charges and other utilities and services used at the Premises, together with any taxes, penalties, surcharges, connection charges, maintenance charges, and the like pertaining to Tenant's use of the Premises. Tenant, at its expense, shall obtain all utility services for the Premises, including making all applications therefor, obtaining meters and other related equipment, and paying all deposits and connection charges. Landlord shall not be liable for any interruption or failure of utility service to the Premises, and such interruption or failure of utility service shall not be a constructive eviction of Tenant, constitute a breach of any implied warranty, or, except as provided in the next sentence, entitle Tenant to any abatement of Tenant's obligations hereunder. If, however, Tenant is prevented from using the Premises for more than 25 consecutive business days because of the unavailability of any such service and such unavailability was caused by Landlord and restoration of such service is within the reasonable control of Landlord, then Tenant shall deliver written notice thereof to Landlord. If Landlord has not cured such unavailability within ten (10) days of receipt of such written notice, then Tenant shall, as its exclusive remedy, be entitled to a reasonable abatement of Rent for each consecutive day (after such 10-day cure period) that Tenant is so prevented from using the Premises. Rent shall not abate by reason of the interruption, insufficiency, unavailability or discontinuance of such service if such unavailability or discontinuance was not caused by Landlord and restoration of such service is not within the reasonable control of Landlord.

10. **Use.** Tenant shall continuously occupy and use the Premises only for the Permitted Use and shall comply with all Laws relating to the use, condition, access to, and

occupancy of the Premises and will not commit waste, overload the Building or subject the Premises to use that would damage the Premises. Notwithstanding anything in this Lease to the contrary, as between Landlord and Tenant, Tenant shall bear all risk of complying with Title III of the Americans With Disabilities Act of 1990, any state laws governing handicapped access or architectural barriers, and all rules, regulations, and guidelines promulgated under such laws, as amended from time to time (the “**Disabilities Acts**”) in the Premises, including the Building. Landlord shall have no duty of assuring the Premises, including the Building(s’), compliance with the Disabilities Acts. The Premises shall not be used for any use which is disreputable, creates extraordinary fire hazards or for the storage of any Hazardous Materials (except as provided in Section 25 hereto). Outside storage, including storage of trucks or other vehicles, is prohibited without Landlord’s prior written consent.

11. **Assignment and Subletting.** Tenant shall not, without the prior written consent of Landlord, (a) assign, transfer, or encumber this Lease or any estate or interest herein, whether directly or by operation of law, (b) permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization, (c) if Tenant is an entity other than a corporation whose stock is publicly traded, permit the transfer of an ownership interest in Tenant so as to result in a change in the current control of Tenant, (d) sublet any portion of the Premises, (e) grant any license, concession, or other right of occupancy of any portion of the Premises, or (f) permit the use of the Premises by any parties other than Tenant (any of the events listed in Section 11(a) through 11(f) being a “**Transfer**”). No Transfer shall release Tenant from its obligations under this Lease, but rather Tenant and its transferee shall be jointly and severally liable therefor. Landlord’s consent to any Transfer shall not waive Landlord’s rights as to any subsequent Transfers. Tenant shall pay to Landlord, immediately upon receipt thereof, the excess of (1) all compensation received by Tenant for a Transfer less the costs reasonably incurred by Tenant with unaffiliated third parties in connection with such Transfer (i.e., brokerage commissions and tenant finish work) over (2) the Rent allocable to the portion of the Premises covered thereby. [Note – Consent pending receipt of Maricopa fire/police contracts.]

12. **Insurance; Waivers; Subrogation; Indemnity.**

(a) **Tenant’s Insurance.** Effective as of the earlier of (1) the date Tenant enters or occupies the Premises, or (2) the Commencement Date, and continuing throughout the Term, Tenant shall maintain the following insurance policies: (A) commercial general liability insurance in amounts of \$3,000,000 per occurrence or, following the expiration of the initial Term, such other amounts as Landlord may from time to time reasonably require (and, if the use and occupancy of the Premises include any activity or matter that is or may be excluded from coverage under a commercial general liability policy [e.g., the sale, service or consumption of alcoholic beverages], Tenant shall obtain such endorsements to the commercial general liability policy or otherwise obtain insurance to insure all liability arising from such activity or matter [including liquor liability, if applicable] in such amounts as Landlord may reasonably require), insuring Tenant, Landlord, Landlord’s property management company, Landlord’s asset management company and, if requested in writing by Landlord, Landlord’s Mortgagee, against all liability for injury to or death of a person or persons or damage to property arising from the use and occupancy of the Premises, (B) insurance covering the full value of all alterations and improvements and betterments in the Premises, which as of the date of this Lease is \$95,000, naming Landlord and Landlord’s Mortgagee as additional loss payees as their interests may appear, (C) insurance covering the full value of all furniture, trade fixtures and personal property

(including property of Tenant or others) in the Premises, (D) contractual liability insurance sufficient to cover Tenant's indemnity obligations hereunder, and (E) worker's compensation insurance. Tenant's insurance shall provide primary coverage to Landlord when any policy issued to Landlord provides duplicate or similar coverage, and in such circumstance Landlord's policy will be excess over Tenant's policy. Tenant shall furnish to Landlord certificates of such insurance and such other evidence satisfactory to Landlord of the maintenance of all insurance coverages required hereunder at least ten days prior to the earlier of the Commencement Date or the date Tenant enters or occupies the Premises, and at least 15 days prior to each renewal of said insurance, and Tenant shall obtain a written obligation on the part of each insurance company to notify Landlord at least 30 days before cancellation or a material change of any such insurance policies. All such insurance policies shall be in form, and issued by companies with an A.M. Best rating of A+:VII or better, reasonably satisfactory to Landlord. If Tenant fails to comply with the foregoing insurance requirements or to deliver to Landlord the certificates or evidence of coverage required herein, Landlord, in addition to any other remedy available pursuant to this Lease or otherwise, may, but shall not be obligated to, obtain such insurance and Tenant shall pay to Landlord on demand the premium costs thereof, plus an administrative fee of 15% of such cost.

(b) **No Subrogation; Waiver of Property Claims.** Landlord and Tenant each waives any claim it might have against the other for any damage to or theft, destruction, loss, or loss of use of any property, to the extent the same is insured against under any insurance policy of the types described in this Section 12 that covers the Premises, Landlord's or Tenant's fixtures, personal property, leasehold improvements, or business, or is required to be insured against under the terms hereof, **regardless of whether the negligence of the other party caused such Loss (defined below)**. Additionally, Tenant waives any claim it may have against Landlord for any Loss to the extent such Loss is caused by a terrorist act. Each party shall cause its insurance carrier to endorse all applicable policies waiving the carrier's rights of recovery under subrogation or otherwise against the other party. Notwithstanding any provision in this Lease to the contrary, Landlord, its agents, employees and contractors shall not be liable to Tenant or to any party claiming by, through or under Tenant for (and Tenant hereby releases Landlord and its servants, agents, contractors, employees and invitees from any claim or responsibility for) any damage to or destruction, loss, or loss of use, or theft of any property of any Tenant Party located in or about the Premises, caused by casualty, theft, fire, third parties or any other matter or cause, **regardless of whether the negligence of any party caused such loss in whole or in part**. Tenant acknowledges that Landlord shall not carry insurance on, and shall not be responsible for damage to, any property of any Tenant Party located in or about the Premises.

(c) **Indemnity.** Subject to Section 12(b), to the fullest extent permitted by applicable Laws, Tenant shall defend, indemnify, protect and hold harmless Landlord and its representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages, and expenses (including reasonable attorneys' fees) arising from any injury to or death of any person or the damage to or theft, destruction, loss, or loss of use of, any property or inconvenience (a "**Loss**") (1) occurring in or on the Premises (other than within the Premises) to the extent caused by the negligence or willful misconduct of any Tenant Party, (2) occurring in the Premises, or (3) arising out of the installation, operation, maintenance, repair or removal of any property of any Tenant Party located in or about the Premises.

13. **Subordination; Attornment; Notice to Landlord's Mortgagee.**

(a) **Subordination.** This Lease shall be subordinate to any deed of trust, mortgage, or other security instrument (each, a "**Mortgage**"), or any ground lease, master lease, or primary lease (each, a "**Primary Lease**"), that now or hereafter covers all or any part of the Premises (the mortgagee under any such Mortgage, beneficiary under any such deed of trust, or the lessor under any such Primary Lease is referred to herein as a "**Landlord's Mortgagee**"). Any Landlord's Mortgagee may elect, at any time, unilaterally, to make this Lease superior to its Mortgage, Primary Lease, or other interest in the Premises by so notifying Tenant in writing. The provisions of this Section shall be self-operative and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall execute and return to Landlord (or such other party designated by Landlord) within ten days after written request therefor such documentation, in recordable form if required, as a Landlord's Mortgagee may reasonably request to evidence the subordination of this Lease to such Landlord's Mortgagee's Mortgage or Primary Lease (including a subordination, non-disturbance and attornment agreement) or, if the Landlord's Mortgagee so elects, the subordination of such Landlord's Mortgagee's Mortgage or Primary Lease to this Lease.

(b) **Attornment.** Tenant shall attorn to any party succeeding to Landlord's interest in the Premises, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, termination of lease, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request.

(c) **Notice to Landlord's Mortgagee.** Tenant shall not seek to enforce any remedy it may have for any default on the part of Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's Mortgagee whose address has been given to Tenant, and affording such Landlord's Mortgagee a reasonable opportunity to perform Landlord's obligations hereunder.

(d) **Landlord's Mortgagee's Protection Provisions.** If Landlord's Mortgagee shall succeed to the interest of Landlord under this Lease, Landlord's Mortgagee shall not be: (1) liable for any act or omission of any prior lessor (including Landlord); (2) bound by any rent or additional rent or advance rent which Tenant might have paid for more than the current year to any prior lessor (including Landlord), and all such rent shall remain due and owing, notwithstanding such advance payment; (3) bound by any security or advance rental deposit made by Tenant which is not delivered or paid over to Landlord's Mortgagee and with respect to which Tenant shall look solely to Landlord for refund or reimbursement; (4) bound by any termination, amendment or modification of this Lease made without Landlord's Mortgagee's consent and written approval, except for those terminations, amendments and modifications permitted to be made by Landlord without Landlord's Mortgagee's consent pursuant to the terms of the loan documents between Landlord and Landlord's Mortgagee; (5) subject to the defenses which Tenant might have against any prior lessor (including Landlord); and (6) subject to the offsets which Tenant might have against any prior lessor (including Landlord) except for those offset rights which (A) are expressly provided in this Lease, (B) relate to periods of time following the acquisition of the Building by Landlord's Mortgagee, and (C) Tenant has provided written notice to Landlord's Mortgagee and provided Landlord's Mortgagee a reasonable opportunity to cure the event giving rise to such offset event. Landlord's Mortgagee shall have no liability or responsibility under or pursuant to the terms of this Lease or otherwise after it ceases to own an interest in the Premises. Nothing in this Lease shall be construed to require

Landlord's Mortgagee to see to the application of the proceeds of any loan, and Tenant's agreements set forth herein shall not be impaired on account of any modification of the documents evidencing and securing any loan.

14. **Rules and Regulations.** Tenant shall comply with the rules and regulations of the Premises which are attached hereto as Exhibit C as amended from time to time by Landlord. Tenant shall be responsible for the compliance with such rules and regulations by each Tenant Party.

15. **Condemnation.** If an entire Building or the Premises are taken by right of eminent domain or conveyed in lieu thereof by the State of Arizona or the County of Maricopa (but expressly excluding the City of Goodyear or its Affiliates)(a "**Taking**"), this Lease shall terminate as of the date of the Taking. If any material portion of the Premises, but less than all, of the Premises becomes subject to a Taking or if a Taking of a portion of the Land requires Landlord to relocate a Building to the remaining portion of the Land, or if Landlord is required to pay any of the proceeds arising from a Taking to a Landlord's Mortgagee, then Landlord may terminate this Lease by delivering written notice thereof to Tenant within 30 days after such Taking, and Basic Rent and Additional Rent shall be apportioned as of the date of such Taking. If Landlord does not so terminate this Lease, then this Lease will continue, but if any portion of the Premises has been taken, Rent shall be abated on a reasonable basis as to that portion of the Premises rendered untenable by the Taking. If any Taking occurs, then Landlord shall receive the entire award or other compensation for the Land, the Building, and other improvements taken; however, Tenant may separately pursue a claim (to the extent it will not reduce Landlord's award) against the condemnor for the value of Tenant's personal property which Tenant is entitled to remove under this Lease, moving costs, loss of business, and other claims it may have. Tenant agrees not to use its right of condemnation for a Taking as to the Premises during the Term.

16. **Fire or Other Casualty.** If the Premises or the Building are substantially damaged by fire or other casualty, such that a Building is rendered unfit for its intended purpose as reasonably determined by Landlord (a "**Casualty**"), then Landlord may terminate this Lease by giving written notice to Tenant of its election to terminate within 30 days after delivery of said notice to Tenant.

17. **Personal Property Taxes.** Tenant shall be liable for all taxes levied or assessed against personal property, furniture, or fixtures placed by Tenant in the Premises or in or on the Building. Tenant shall cause such personal property taxes to be promptly paid and discharged.

18. **Events of Default.** Each of the following occurrences shall be an "**Event of Default**":

(a) **Payment Default.** Tenant's failure to pay Rent within thirty (30) days after Landlord has delivered written notice to Tenant that the same is due.

(b) **Abandonment.** Tenant abandons or vacates the Premises or any substantial portion thereof;

(c) **Estoppel.** Tenant fails to provide any estoppel certificate after Landlord's written request therefor pursuant to Section 24(c) and such failure shall continue for five days after Landlord's second written notice thereof to Tenant;

(d) **Insurance.** Tenant fails to procure, maintain and deliver to Landlord evidence of the insurance policies and coverages as required under Section 12(a);

(e) **Mechanic's Liens.** Tenant fails to pay and release of record, or diligently contest and bond around, any mechanic's lien filed against the Premises, including the Building, for any work performed, materials furnished, or obligation incurred by or at the request of Tenant, within the time and in the manner required by Section 8(d);

(f) **Other Defaults.** Tenant's failure to perform, comply with, or observe any other agreement or obligation of Tenant under this Lease and the continuance of such failure for a period of more than 30 days after Landlord has delivered to Tenant written notice thereof; and

(g) **Insolvency.** The filing of a petition by or against Tenant (the term "Tenant" shall include, for the purpose of this Section 18(g), any guarantor of Tenant's obligations hereunder) (1) in any bankruptcy or other insolvency proceeding; (2) seeking any relief under any state or federal debtor relief law; (3) for the appointment of a liquidator or receiver for all or substantially all of Tenant's property or for Tenant's interest in this Lease; (4) for the reorganization or modification of Tenant's capital structure; or (5) in any assignment for the benefit of creditors proceeding; however, if such a petition is filed against Tenant, then such filing shall not be an Event of Default unless Tenant fails to have the proceedings initiated by such petition dismissed within 90 days after the filing thereof.

19. **Remedies.** Upon any Event of Default, Landlord may, in addition to all other rights and remedies afforded Landlord hereunder or by law or equity, take any one or more of the following actions:

(a) **Termination of Lease.** Terminate this Lease by giving Tenant written notice thereof, in which event Tenant shall pay to Landlord the sum of (1) all Rent accrued hereunder through the date of termination, (2) all amounts due under Section 20(a).

(b) **Reserved.**

(c) **Perform Acts on Behalf of Tenant.** Perform any act Tenant is obligated to perform under the terms of this Lease (and enter upon the Premises in connection therewith if necessary) in Tenant's name and on Tenant's behalf, without being liable for any claim for damages therefor, and Tenant shall reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligations under this Lease (including, but not limited to, collection costs and legal expenses), plus interest thereon at the Default Rate;

(d) **Suspension of Services.** Suspend any services required to be provided by Landlord hereunder without being liable for any claim for damages therefor; or

(e) **Reserved.**

20. **Payment by Tenant; Non-Waiver; Cumulative Remedies.**

(a) **Payment by Tenant.** Upon any Event of Default by Tenant, Tenant shall pay to Landlord all costs incurred by Landlord (including court costs and reasonable attorneys' fees and expenses) in (1) obtaining possession of the Premises, (2) removing and storing Tenant's or any other occupant's property, (3) performing Tenant's obligations which Tenant failed to perform, and (4) enforcing, or advising Landlord of, its rights, remedies, and recourses arising out of the default. To the full extent permitted by law, Landlord and Tenant agree the

federal and state courts of the state in which the Premises are located shall have exclusive jurisdiction over any matter relating to or arising from this Lease and the parties' rights and obligations under this Lease.

(b) **No Waiver.** Landlord's acceptance of Rent following an Event of Default shall not waive Landlord's rights regarding such Event of Default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of Rent shall not waive Landlord's rights with regard to the remaining portion of the Rent that is due, regardless of any endorsement or other statement on any instrument delivered in payment of Rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of Rent shall not constitute an accord and satisfaction of the full amount of the Rent that is due.

(c) **Cumulative Remedies.** Any and all remedies set forth in this Lease: (1) shall be in addition to any and all other remedies Landlord may have at law or in equity, (2) shall be cumulative, and (3) may be pursued successively or concurrently as Landlord may elect. The exercise of any remedy by Landlord shall not be deemed an election of remedies or preclude Landlord from exercising any other remedies in the future. Additionally, Tenant shall defend, indemnify and hold harmless Landlord, Landlord's Mortgagee and their respective representatives and agents from and against all claims, demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from Tenant's failure to perform its obligations under this Lease.

21. **Surrender of Premises.** No act by Landlord shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender of the Premises shall be valid unless it is in writing and signed by Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Premises with all improvements located therein in good repair and condition, free of Hazardous Materials placed on the Premises during the Term (or Tenant's pre-Term occupancy period), broom-clean, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Premises. Provided that Tenant has performed all of its obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Premises or elsewhere in the Building by Tenant (but Tenant may not remove any such item which was paid for, in whole or in part, by Landlord or any wiring or cabling unless Landlord requires such removal). Additionally, at Landlord's option, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment (including mechanical equipment and alarm systems), wiring, conduits, cabling, and furniture as Landlord may request; however, Tenant shall not be required to remove any addition or improvement to the Premises or the Building if Landlord has specifically agreed in writing that the improvement or addition in question need not be removed. Tenant shall repair all damage caused by such removal. All items not so removed shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

22. **Holding Over.** If Tenant fails to vacate the Premises at the end of the Term or earlier termination as may be provide herein, then Tenant shall be a tenant at sufferance and, in addition to all other damages and remedies to which Landlord may be entitled for such holding over, (a) Tenant shall pay, in addition to the other Rent, Basic Rent equal to fair market rental

rate for the Premises as reasonably determined by Landlord, and (b) Tenant shall otherwise continue to be subject to all of Tenant's obligations under this Lease. The provisions of this Section 22 shall not be deemed to limit or constitute a waiver of any other rights or remedies of Landlord provided herein or at law. If Tenant fails to surrender the Premises upon the termination or expiration of this Lease, in addition to any other liabilities to Landlord accruing therefrom, Tenant shall protect, defend, indemnify and hold Landlord harmless from all loss, costs (including reasonable attorneys' fees) and liability resulting from such failure, including any claims made by any succeeding tenant founded upon such failure to surrender, and any lost profits to Landlord resulting therefrom.

23. **Certain Rights Reserved by Landlord.** Provided that the exercise of such rights does not unreasonably interfere with Tenant's occupancy of the Premises, Landlord shall have the right to enter the Premises at all reasonable hours to show the Premises to prospective purchasers or lenders, and at any time during the last 12 months of the Term (or earlier if Tenant has notified Landlord in writing that it does not desire to renew the Term) or at any time following the occurrence of an Event of Default, to enter the Premises at all reasonable hours to show the Premises to prospective tenants. The rights reserved by Landlord under this Section 23 are not exhaustive.

24. **Miscellaneous.**

(a) **Landlord Transfer.** Landlord may transfer any portion of the Premises and any of its rights under this Lease. If Landlord assigns its rights under this Lease, then Landlord shall thereby be released from any further obligations hereunder arising after the date of transfer, provided that the assignee assumes in writing Landlord's obligations hereunder arising from and after the transfer date.

(b) **Landlord's Liability.** The liability of Landlord (and its partners, shareholders or members) to Tenant (or any person or entity claiming by, through or under Tenant) for any default by Landlord under the terms of this Lease or any matter relating to or arising out of the occupancy or use of the Premises and/or other areas of the Building shall be limited to Tenant's actual direct, but not consequential, damages therefor and shall be recoverable only from the interest of Landlord in the Building, and Landlord (and its partners, shareholders or members) shall not be personally liable for any deficiency.

(c) **Force Majeure.** Other than for Tenant's obligations under this Lease that can be performed by the payment of money (e.g., payment of Rent and maintenance of insurance), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, terrorist acts or activities, governmental laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

(d) **Brokerage.** Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this Lease. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, liens and other liability for commissions or other compensation claimed by any other broker or agent claiming the same by, through, or under the indemnifying party.

(e) **Estoppel Certificates.** From time to time, Tenant shall furnish to any party designated by Landlord, within ten days after Landlord has made a request therefor, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this Lease as Landlord may reasonably request. Unless otherwise required by Landlord's Mortgagee or a prospective purchaser or mortgagee of the Premises, the initial form of estoppel certificate to be signed by Tenant is attached hereto as Exhibit B. If Tenant does not deliver to Landlord the certificate signed by Tenant within such required time period, Landlord, Landlord's Mortgagee and any prospective purchaser or mortgagee, may conclusively presume and rely upon the following facts: (1) this Lease is in full force and effect; (2) the terms and provisions of this Lease have not been changed except as otherwise represented by Landlord; (3) not more than one annual installment of Basic Rent and other charges have been paid in advance; (4) there are no claims against Landlord nor any defenses or rights of offset against collection of Rent or other charges; and (5) Landlord is not in default under this Lease. In such event, Tenant shall be estopped from denying the truth of the presumed facts.

(f) **Notices.** All notices and other communications given pursuant to this Lease shall be in writing and shall be (1) mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified in the Basic Lease Information, (2) hand-delivered to the intended addressee, (3) sent by a nationally recognized overnight courier service, or (4) sent by facsimile transmission during normal business hours followed by a confirmatory letter sent in another manner permitted hereunder. All notices shall be effective upon delivery to the address of the addressee (even if such addressee refuses delivery thereof). The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

(g) **Separability.** If any clause or provision of this Lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this Lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

(h) **Amendments; Binding Effect; No Electronic Records.** This Lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this Lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon the performance by Tenant in strict accordance with the terms hereof. Landlord and Tenant hereby agree not to conduct the transactions or communications contemplated by this Lease by electronic means, except by facsimile transmission as specifically set forth in Section 24(f); nor shall the use of the phrase "in writing" or the word "written" be construed to include electronic communications except by facsimile transmissions as specifically set forth in Section 24(f). The terms and conditions contained in this Lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This Lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee, no third party shall be deemed a third party beneficiary hereof.

(i) **Quiet Enjoyment.** Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Premises for the Term, without

hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this Lease.

(j) **No Offer.** The submission of this Lease to Tenant shall not be construed as an offer, and Tenant shall not have any rights under this Lease unless Landlord executes a copy of this Lease and delivers it to Tenant.

(k) **Entire Agreement.** This Lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this Lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations of Landlord or Tenant in connection therewith. The normal rule of construction that any ambiguities be resolved against the drafting party shall not apply to the interpretation of this Lease or any exhibits or amendments hereto.

(l) **Waiver of Jury Trial.** TO THE MAXIMUM EXTENT PERMITTED BY LAW, LANDLORD AND TENANT EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY LITIGATION OR TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE ARISING OUT OF OR WITH RESPECT TO THIS LEASE OR ANY OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION HERewith OR THE TRANSACTIONS RELATED HERETO.

(m) **Governing Law.** This Lease shall be governed by and construed in accordance with the laws of the State of Arizona.

(n) **Recording.** Tenant shall not record this Lease or any memorandum of this Lease without the prior written consent of Landlord, which consent may be withheld or denied in the sole and absolute discretion of Landlord, and any recordation by Tenant shall be a material breach of this Lease. Tenant grants to Landlord a power of attorney to execute and record a release releasing any such recorded instrument of record that was recorded without the prior written consent of Landlord.

(o) **Water or Mold Notification.** To the extent Tenant or its agents or employees discover any water leakage, water damage or mold in or about the Premises or the Building, Tenant shall promptly notify Landlord thereof in writing.

(p) **Joint and Several Liability.** If Tenant is comprised of more than one party, each such party shall be jointly and severally liable for Tenant's obligations under this Lease. All unperformed obligations of Tenant hereunder not fully performed at the end of the Term shall survive the end of the Term, including payment obligations with respect to Rent and all obligations concerning the condition and repair of the Premises.

(q) **Intentionally deleted**

(r) **Landlord's Fees.** Whenever Tenant requests Landlord to take any action not required of it hereunder or give any consent required or permitted under this Lease, Tenant will reimburse Landlord for Landlord's reasonable, out-of-pocket costs payable to third parties and incurred by Landlord in reviewing the proposed action or consent, including reasonable attorneys', engineers' or architects' fees, within 30 days after Landlord's delivery to Tenant of a statement of such costs; provided, Tenant's obligation under this paragraph shall be subject to delivery by Landlord to Tenant in advance of a good faith estimate of such fees and expenses that Landlord anticipates will be incurred and Tenant's agreement to pay such fees, costs and

expenses. Tenant will be obligated to make such reimbursement without regard to whether Landlord consents to any such proposed action.

(s) **Intentionally deleted**

(t) **Intentionally deleted**

(u) **Authority.** Tenant (if a corporation, partnership or other business entity) hereby represents and warrants to Landlord that Tenant is and will remain during the Term a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Tenant has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Tenant is authorized to do so. Landlord hereby represents and warrants to Tenant that Landlord is a duly formed and existing entity qualified to do business in the state in which the Premises are located, that Landlord has full right and authority to execute and deliver this Lease, and that each person signing on behalf of Landlord is authorized to do so.

(v) **Security Service.** Tenant acknowledges and agrees that, while Landlord may (but shall not be obligated to) patrol the Building, Landlord is not providing any security services with respect to the Premises and that Landlord shall not be liable to Tenant for, and Tenant waives any claim against Landlord with respect to, any loss by theft or any other damage suffered or incurred by Tenant in connection with any unauthorized entry into the Premises.

(w) **List of Exhibits.** All exhibits and attachments attached hereto are incorporated herein by this reference.

Exhibit A - Description of the Land
Exhibit B - Form of Tenant Estoppel Certificate
Exhibit C - Building Rules and Regulations.

(x) **Prohibited Persons and Transactions.** Tenant represents and warrants that neither Tenant nor any of its affiliates, nor any of their respective partners, members, shareholders or other equity owners, and none of their respective employees, officers, directors, representatives or agents is, nor will they become, a person or entity with whom U.S. persons or entities are restricted from doing business under regulations of the Office of Foreign Assets Control ("**OFAC**") of the Department of the Treasury (including those named on OFAC's Specially Designated and Blocked Persons List) or under any statute, executive order (including the September 24, 2001, Executive Order Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism), or other governmental action and is not and will not Transfer this Lease to, contract with or otherwise engage in any dealings or transactions or be otherwise associated with such persons or entities.

25. **Environmental Requirements.**

(a) **Prohibition against Hazardous Materials.** Except for Hazardous Materials contained in products used by Tenant in *de minimis* quantities for ordinary cleaning and office purposes, Tenant shall not permit or cause any party to bring any Hazardous Materials upon the Premises, including the Building, or transport, store, use, generate, manufacture, dispose, or release any Hazardous Materials on or from the Premises, including the Building, without Landlord's prior written consent. Tenant, at its sole cost and expense, shall operate its business in the Premises in strict compliance with all Environmental Requirements and all requirements of this Lease. Tenant shall complete and certify to disclosure statements as requested by Landlord from time to time relating to Tenant's transportation, storage, use,

generation, manufacture, or release of Hazardous Materials on the Premises, including the Building, and Tenant shall promptly deliver to Landlord a copy of any notice of violation relating to the Premises, including the Building, of any Environmental Requirement.

(b) **Environmental Requirements.** The term “**Environmental Requirements**” means all Laws regulating or relating to health, safety, or environmental conditions on, under, or about the Premises, including the Building, or the environment including the following: the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; the Clean Air Act; the Clean Water Act; the Toxic Substances Control Act and all state and local counterparts thereto, and any common or civil law obligations including nuisance or trespass, and any other requirements of Section 14 and Exhibit C of this Lease. The term “**Hazardous Materials**” means and includes any substance, material, waste, pollutant, or contaminant that is or could be regulated under any Environmental Requirement or that may adversely affect human health or the environment, including any solid or hazardous waste, hazardous substance, asbestos, petroleum (including crude oil or any fraction thereof, natural gas, synthetic gas, polychlorinated biphenyls (PCBs), and radioactive material). For purposes of Environmental Requirements, to the extent authorized by law, Tenant is and shall be deemed to be the responsible party, including the “owner” and “operator” of Tenant’s “facility” and the “owner” of all Hazardous Materials brought on the Premises, including the Building by a Tenant Party and the wastes, by-products, or residues generated, resulting, or produced therefrom.

(c) **Removal of Hazardous Materials.** Tenant, at its sole cost and expense, shall remove all Hazardous Materials stored, disposed of or otherwise released by a Tenant Party onto or from the Premises, including the Building, in a manner and to a level satisfactory to Landlord in its sole discretion, but in no event to a level and in a manner less than that which complies with all Environmental Requirements and does not limit any future uses of the Premises, including the Building, or require the recording of any deed restriction or notice regarding the Premises, including the Building. Tenant shall perform such work at any time during the period of this Lease upon written request by Landlord or, in the absence of a specific request by Landlord, before Tenant’s right to possession of the Premises terminates or expires. If Tenant fails to perform such work within the time period specified by Landlord or before Tenant’s right to possession terminates or expires (whichever is earlier), Landlord may at its discretion, and without waiving any other remedy available under this Lease or at law or equity (including an action to compel Tenant to perform such work), perform such work at Tenant’s cost. Tenant shall pay all costs incurred by Landlord in performing such work within ten days after Landlord’s request therefor. Such work performed by Landlord is on behalf of Tenant and Tenant remains the owner, generator, operator, transporter, and/or arranger of the Hazardous Materials for purposes of Environmental Requirements. Tenant agrees not to enter into any agreement with any person, including any governmental authority, regarding the removal of Hazardous Materials that have been disposed of or otherwise released onto or from the Premises, including the Building without the written approval of the Landlord.

(d) **Tenant’s Indemnity.** To the fullest extent permitted by applicable Laws, Tenant shall indemnify, defend, protect, and hold Landlord harmless from and against any and all losses (including diminution in value of the Premises, including the Building, and loss of rental income from the Premises), claims, demands, actions, suits, damages (including punitive damages), expenses (including remediation, removal, repair, corrective action, or cleanup

expenses), and costs (including actual attorneys' fees, consultant fees or expert fees and including removal or management of any asbestos brought into the Premises, including the Building or disturbed in breach of the requirements of this Section 25, regardless of whether such removal or management is required by Law) which are brought or recoverable against, or suffered or incurred by Landlord as a result of any release of Hazardous Materials or any breach of the requirements under this Section 25 by a Tenant Party regardless of whether Tenant had knowledge of such noncompliance. The obligations of Tenant under this Section 25 shall survive any expiration or termination of this Lease.

(e) **Inspections and Tests.** Landlord shall have access to, and a right to perform inspections and tests of, the Premises, upon reasonable notice to Tenant, to determine Tenant's compliance with Environmental Requirements, its obligations under this Section 25, or the environmental condition of the Premises. Tenant shall have the opportunity to be present during any such tests. Access shall be granted to Landlord upon Landlord's prior notice to Tenant and at such times so as to minimize, so far as may be reasonable under the circumstances, any disturbance to Tenant's operations. Such inspections and tests shall be conducted at Tenant's expense. Landlord's receipt of or satisfaction with any environmental assessment in no way waives any rights that Landlord holds against Tenant. Tenant shall promptly notify Landlord of any communication or report that Tenant makes to any governmental authority regarding any possible violation of Environmental Requirements or release or threat of release of any Hazardous Materials onto or from the Premises, including the Building. Tenant shall, within five days of receipt thereof, provide Landlord with a copy of any documents or correspondence received from any governmental agency or other party relating to a possible violation of Environmental Requirements or claim or liability associated with the release or threat of release of any Hazardous Materials onto or from the Premises, including the Building.

(f) **Tenant's Financial Assurance in the Event of a Breach.** In addition to all other rights and remedies available to Landlord under this Lease or otherwise, Landlord may, in the event of a breach of the requirements of this Section 25 that is not cured within 30 days following notice of such breach by Landlord, require Tenant to provide financial assurance (such as insurance, escrow of funds or third party guarantee) in an amount and form satisfactory to Landlord. The requirements of this Section 25 are in addition to and not in lieu of any other provision in this Lease.

26. **Parking.** Tenant shall have the non-exclusive right to use the parking spaces in the Premises associated with the Building. Parking spaces will be available to Tenant without charge during the initial Term.

27. **Other Provisions.**

(a) **Landlord's Early Termination Right.** Landlord may terminate this Lease for any reason whatsoever with at least six (6) months days prior notice to Tenant. The foregoing provision is material consideration to Landlord and the parties would not have entered into this Lease but for such early termination right.

(b) **Tenant's Early Termination Right.** Tenant may terminate this Lease for any reason whatsoever with at least six (6) months prior notice to Landlord.

(c) **Conveyance of Building.** Provided no uncured event of Tenant default exists under this Lease, then Landlord may, but does not have the affirmative obligation to,

quitclaim, transfer and convey the Building, without any representations or warranties, expressed or implied, whatsoever, to Tenant upon the expiration of the Term by a bill of sale in form reasonably acceptable to Landlord; provided, Tenant shall have no obligation to accept the Building.

(d) **Conflict of Interest.** This Lease is subject to the provisions of A.R.S. Section 38-511 and may be canceled by the Tenant upon delivery of written notice thereof to Landlord specifically setting forth the circumstances giving rise to such cancellation right, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Lease on behalf of the Tenant is, or becomes, an employee, consultant, or agent of Landlord in any capacity with respect to the subject matter of this Lease while the Lease, or any extension or amendment thereof, is in effect.

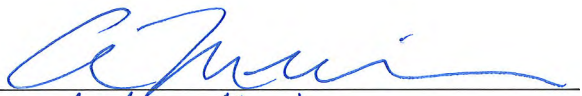
(e) **Counterparts.** The parties agree that this Lease may be executed by the parties in one or more counterparts and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

LANDLORD AND TENANT EXPRESSLY DISCLAIM ANY IMPLIED WARRANTY THAT THE PREMISES ARE SUITABLE FOR TENANT'S INTENDED COMMERCIAL PURPOSE, AND TENANT'S OBLIGATION TO PAY RENT HEREUNDER IS NOT DEPENDENT UPON THE CONDITION OF THE PREMISES OR THE PERFORMANCE BY LANDLORD OF ITS OBLIGATIONS HEREUNDER, AND, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, TENANT SHALL CONTINUE TO PAY THE RENT, WITHOUT ABATEMENT, DEMAND, SETOFF OR DEDUCTION, NOTWITHSTANDING ANY BREACH BY LANDLORD OF ITS DUTIES OR OBLIGATIONS HEREUNDER, WHETHER EXPRESS OR IMPLIED.

This Lease is executed on the respective dates set forth below, but for reference purposes, this Lease shall be dated as of the date first above written. If the execution date is left blank, this Lease shall be deemed executed as of the date first written above.

LANDLORD:

ARCUS PRIVATE CAPITAL SOLUTIONS, LLC, an Arizona limited liability company

By: 
Name: Andrew Martin
Title: Manager

TENANT:

THE CITY OF GOODYEAR, an Arizona municipal corporation

By: _____
Name: _____
Title: _____

Attested: _____
City Clerk

Approved: _____
City Attorney

EXHIBIT A

DESCRIPTION OF THE LAND

**LEGAL DESCRIPTION
AMARANTH POLICE AND FIRE SITE
GOODYEAR, ARIZONA**

A portion of the northeast quarter of Section 29, Township 4 South, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona being described as follows:

COMMENCING at a GLO brass cap found at the northeast corner of said Section 29, from which a GLO brass cap found at the east quarter of said Section 29 bears South, 2,640.96 feet; thence along the east line of the northeast quarter of said Section 29, South, 544.48 feet to the TRUE POINT OF BEGINNING;

thence continuing along said line, South, 183.50 feet;

thence West, 142.00 feet;

thence South, 69.50 feet;

thence West, 123.50 feet;

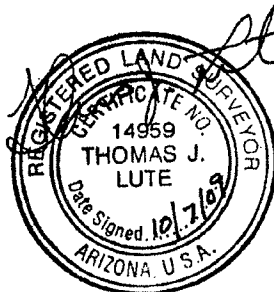
thence North, 178.50 feet;

thence East, 40.50 feet;

thence North, 74.50 feet;

thence East, 225.00 feet to the TRUE POINT OF BEGINNING.

Said parcel containing 54,285 square feet or 1.246 acres, more or less.

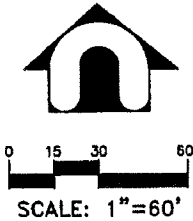


Expires 06/30/2012

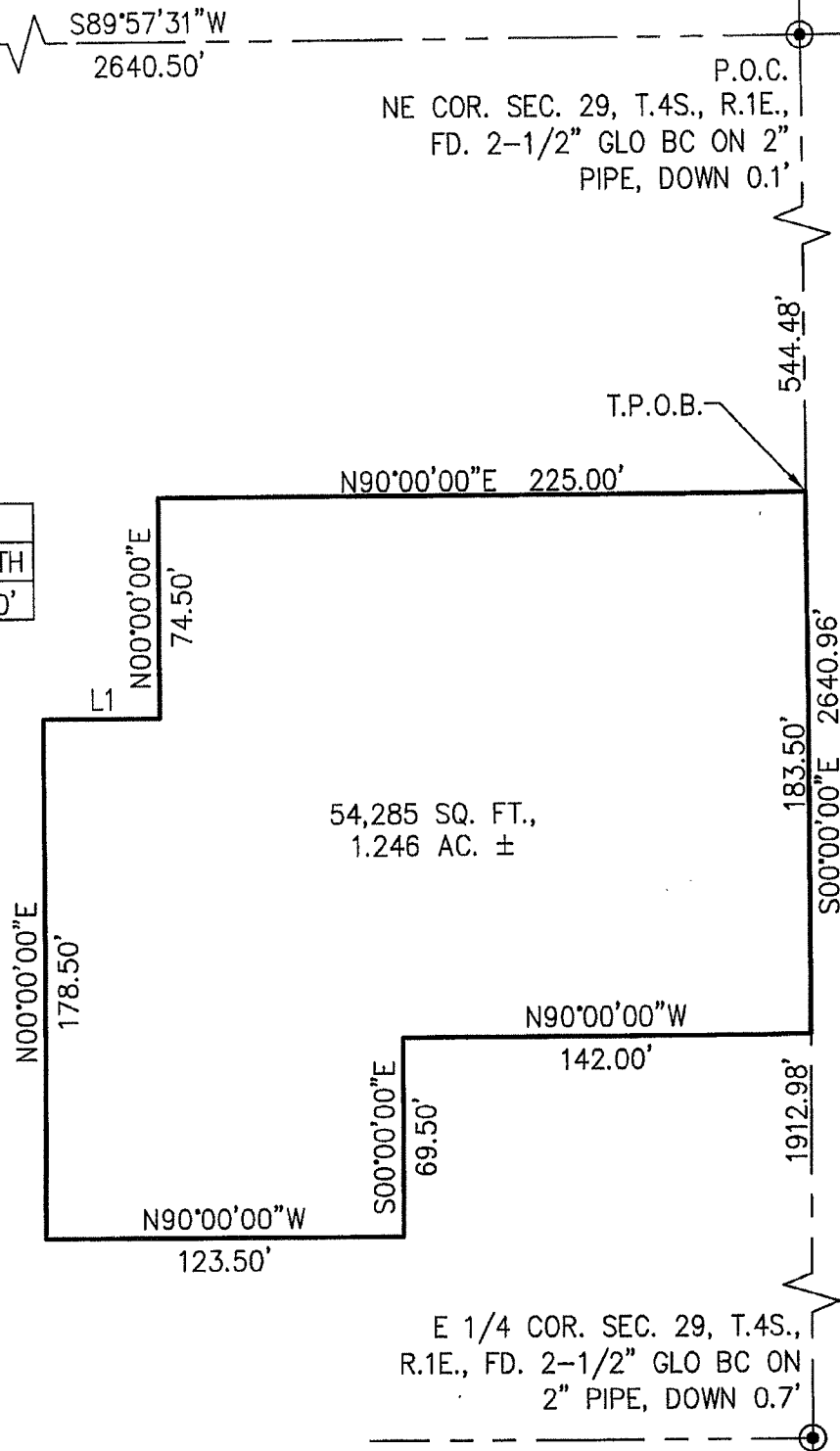
Con-CK-1577-10

N 1/4 COR. SEC.
29, T.4S., R.1E.,
FD. 1" I.P., UP 0.3'

NE COR. SEC. 29, T.4S., R.1E.,
FD. 2-1/2" GLO BC ON 2"
PIPE, DOWN 0.1'



LINE TABLE		
LINE	BEARING	LENGTH
L1	N90°00'00"E	40.50'



P:\T\TROT00000001\0400CAD\SV\dwg\TROT000000001-SVEM01.dwg maba Jul 03, 2007 9:40:00am

SCALE: 1"=60'	EXHIBIT AMARANTH POLICE AND FIRE SITE GOODYEAR, ARIZONA	 DAVID EVANS AND ASSOCIATES INC. 2141 East Highland Avenue, Suite 200 Phoenix Arizona 85016 Phone: 602.678.5151	DRAWN BY: KLM
SHEET OF			CHECKED BY:
JOB NO.: TROT000000001			DATE: 07/07

Con-cd-1577-10

EXHIBIT B

FORM OF TENANT ESTOPPEL CERTIFICATE

The undersigned is the Tenant under the Lease (defined below) between _____, a _____, as Landlord, and the undersigned as Tenant, for the Premises on the _____ floor(s) of the office building located at _____, _____ and commonly known as _____, and hereby certifies as follows:

1. The Lease consists of the original Lease Agreement dated as of _____, 20____, between Tenant and Landlord[*'s predecessor-in-interest*] and the following amendments or modifications thereto (if none, please state "none"):

The documents listed above are herein collectively referred to as the "**Lease**" and represent the entire agreement between the parties with respect to the Premises. All capitalized terms used herein but not defined shall be given the meaning assigned to them in the Lease.

2. The Lease is in full force and effect and has not been modified, supplemented or amended in any way except as provided in Section 1 above.

3. The Term commenced on _____, 20____, and the Term expires, excluding any renewal options, on _____, 20____, and Tenant has no option to purchase all or any part of the Premises or the Building or, except as expressly set forth in the Lease, any option to terminate or cancel the Lease.

4. Tenant currently occupies the Premises described in the Lease and Tenant has not transferred, assigned, or sublet any portion of the Premises nor entered into any license or concession agreements with respect thereto except as follows (if none, please state "none"):

5. All annual installments of Basic Rent, all Additional Rent and all annual installments of estimated Additional Rent have been paid when due through _____. The current monthly installment of Basic Rent is \$_____.

6. All conditions of the Lease to be performed by Landlord necessary to the enforceability of the Lease have been satisfied and Landlord is not in default thereunder. In addition, Tenant has not delivered any notice to Landlord regarding a default by Landlord thereunder.

7. As of the date hereof, there are no existing defenses or offsets, or, to the undersigned's knowledge, claims or any basis for a claim, that the undersigned has against Landlord and no event has occurred and no condition exists, which, with the giving of notice or the passage of time, or both, will constitute a default under the Lease.

8. No rental has been paid more than 30 days in advance and no security deposit has been delivered to Landlord except as provided in the Lease.

9. If Tenant is a corporation, partnership or other business entity, each individual executing this Estoppel Certificate on behalf of Tenant hereby represents and warrants that Tenant is and will remain during the Term a duly formed and existing entity qualified to do business in the state in which the Premises are located and that Tenant has full right and authority to execute and deliver this Estoppel Certificate and that each person signing on behalf of Tenant is authorized to do so.

10. There are no actions pending against Tenant under any bankruptcy or similar laws of the United States or any state.

11. Other than in compliance with all applicable laws and incidental to the ordinary course of the use of the Premises, the undersigned has not used or stored any hazardous substances in the Premises.

12. All tenant improvement work to be performed by Landlord under the Lease has been completed in accordance with the Lease and has been accepted by the undersigned and all reimbursements and allowances due to the undersigned under the Lease in connection with any tenant improvement work have been paid in full.

Tenant acknowledges that this Estoppel Certificate may be delivered to Landlord, Landlord's Mortgagee or to a prospective mortgagee or prospective purchaser, and their respective successors and assigns, and acknowledges that Landlord, Landlord's Mortgagee and/or such prospective mortgagee or prospective purchaser will be relying upon the statements contained herein in disbursing loan advances or making a new loan or acquiring the property of which the Premises are a part and that receipt by it of this certificate is a condition of disbursing loan advances or making such loan or acquiring such property.

Executed as of _____, 20__.

TENANT:

_____, a

By: _____

Name: _____

Title: _____

EXHIBIT C

BUILDING RULES AND REGULATIONS

The following rules and regulations shall apply to the Premises, the Building, the parking areas associated therewith, and the appurtenances thereto:

1. Sidewalks, doorways, vestibules, halls, stairways, loading dock areas and associated overhead doors, and other similar areas shall not be obstructed by tenants or used by any tenant for purposes other than ingress and egress to and from their respective leased premises and for going from one to another part of the Building.
2. Plumbing (including outside drains and sump pumps), fixtures and appliances shall be used only for the purposes for which designed, and no sweepings, rubbish, rags or other unsuitable material shall be thrown or deposited therein. Damage resulting to any such fixtures or appliances from misuse by a tenant or its agents, employees or invitees, shall be paid by such tenant.
3. No signs, advertisements or notices shall be painted or affixed on or to any windows or doors or other part of the Building visible from the exterior of the Premises without the prior written consent of Landlord. Except as consented to in writing by Landlord or in accordance with Tenant's building standard improvements, no draperies, curtains, blinds, shades, screens or other devices shall be hung at or used in connection with any window or exterior door or doors of the Premises. Tenant shall not place anything against or near glass partitions or doors, or windows which might appear unsightly from outside the Premises.
4. Landlord may prescribe weight limitations and determine the locations for safes and other heavy equipment or items, which shall in all cases be placed in the Building so as to distribute weight in a manner acceptable to Landlord which may include the use of such supporting devices as Landlord may require. All damages to the Building caused by the installation or removal of any property of a tenant, or done by a tenant's property while in the Building, shall be repaired at the expense of such tenant.
5. Tenant shall not keep in the Building any flammable or explosive fluid or substance. Tenant shall not install or operate any steam or gas engine or boiler, or other mechanical apparatus in the Premises without the prior written consent of Landlord. The use of oil, gas or inflammable liquids for heating, lighting or any other purpose is expressly prohibited. Explosives or other articles deemed extra hazardous shall not be brought into the Building, except as may be typically used in the ordinary course of business in the uses provided for in this lease.
6. Landlord will not be responsible for lost or stolen personal property, money or jewelry from tenant's leased premises or public or common areas regardless of whether such loss occurs when the area is locked against entry or not.
7. All vehicles are to be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Premises. No vehicle shall be parked as a "billboard" vehicle in the parking lot. Tenant shall not permit dumping of waste or refuse or permit any harmful materials to be placed in any drainage system or sanitary system in or about the Premises.
8. Tenant shall not install or operate on the Premises any machinery or mechanical devices of a nature not directly related to Tenant's ordinary use of the Premises.
9. Tenant shall not permit its employees, invitees or guests to smoke in the Premises or the lobbies, passages, corridors, elevators, vending rooms, rest rooms, stairways or any other area shared in common

with other tenants in the Building, or permit its employees, invitees, or guests to loiter at the Building entrances for the purposes of smoking. Landlord may, but shall not be required to, designate an area for smoking outside the Building.

ITEM #: 4.
DATE: 06/27/2022
AI #:963



CITY COUNCIL ACTION REPORT

SUBJECT: APPROVE EXPENDITURE OF FUNDS UP TO \$2,228,900 FOR LITCHFIELD ROAD WATERLINE AND RELATED BUDGET AMENDMENTS

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

SUMMARY

Request City Council to approve additional expenditure of funds in the amount of \$198,900 for a total of \$2,228,900, for construction of a new growth-related waterline on Litchfield Road identified in the 2016 IWMP and related budget amendments.

Recommendation

Approve increased expenditure of funds up to \$2,228,900 for construction of new water main in Litchfield Road between Yuma Road and Van Buren Street (Project 60045) and related budget amendments. (Barbara Chappell, Deputy Public Works Director; Lisa Melton, Senior Project Manager)

FISCAL IMPACT

The Litchfield Road Waterline (Project 60045) has an approved project budget of \$2,230,800 in the FY2022 Capital Improvement Program funded through development impact fees and water operating funds. The construction improvements require an additional \$198,900 due to changes in field conditions resulting in additional work. The project has \$39,800 in available funds and a budget amendment of \$159,100 is requested from unallocated fund balances to make up the difference.

BACKGROUND AND PREVIOUS ACTIONS

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

STAFF ANALYSIS

On 9/13/2021, Council approved the expenditure up to \$2,030,000 for this new waterline to support growth along the Litchfield Road corridor. During the course of construction, unforeseen conditions, changes in field conditions, and additional work resulted in increased project costs. Changes in field conditions included unmarked/abandoned utility delays, removal of cement base course under roadway causing hard dig conditions, and additional fittings and materials for changes discovered in the field for customer services. The changes ensure a comprehensive system for residences and businesses along Litchfield Road.

Additional funds are requested to cover the additional construction costs.

ITEM #: 5.
DATE: 06/27/2022
AI #:915



CITY COUNCIL ACTION REPORT

SUBJECT: SARIVAL AVENUE & HARRISON STREET TRAFFIC SIGNAL IMPROVEMENTS

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

OTHER PRESENTER(S):

Troy Tobiasson, Senior Project Manager

SUMMARY

Request Council approve a budgeted expenditure of \$592,400 for award of a construction contract for traffic signal improvements at Sarival Avenue & Harrison Street.

Recommendation

Approve expenditure of funds in the amount of \$592,400 for the construction of traffic signal improvements at Sarival Avenue & Harrison Street. (Hugh Bigalk, P.E., City Traffic Engineer)

FISCAL IMPACT

The construction costs of the traffic signal at Sarival Avenue & Harrison Street are budgeted in the FY2022 and FY2023 Capital Improvement Program (CIP) under Project 42011.

BACKGROUND AND PREVIOUS ACTIONS

The project was programmed into the CIP with design in FY2020, which included roadway improvements from Yuma Road to Jefferson Street.

STAFF ANALYSIS

Long lead items have been ordered and will be delivered in December 2022. Construction of the project is scheduled to begin in December 2022 and is anticipated to be completed by the end of March 2023, which is approximately four months. The construction phase includes 28 days of wait time to obtain design strength on the concrete foundations. The City of Goodyear will own and maintain the traffic signal once completed.

ITEM #: 6.
DATE: 06/27/2022
AI #:960



CITY COUNCIL ACTION REPORT

**SUBJECT: REVISIONS TO THE BUDGET AMENDMENT POLICY TO
IMPROVE CLARITY ON THE USE OF GENERAL FUND
CONTINGENCIES**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager - Budget & Research

SUMMARY

Revisions to the budget amendment policy to improve clarity on the use of general fund contingencies.

Recommendation

ADOPT RESOLUTION NO. 2022-2256 ADOPTING AND APPROVING THE BUDGET AMENDMENT POLICY BY THE CITY OF GOODYEAR. (Ryan Bittle, Finance Manager - Budget & Research)

FISCAL IMPACT

There is no fiscal impact from adopting this policy.

BACKGROUND AND PREVIOUS ACTIONS

On February 24, 2020, the City Council adopted Resolution 2020-2039 that established the current budget amendment policy. That policy provided for improved efficiency of day-to-day operations, minimized after the fact approvals of budget amendments by City Council, and hastened the administration of carryover budget reconciliations thereby reducing related overspending risk, while also providing for the City Council to act directly on budget amendments of significance.

The financial system is set up to include hard stops that prevent transactions from moving forward when adequate budget is not available. Budget amendments within the system are set up to follow approval chains in compliance with the City Council adopted budget amendment policy which includes approval work flow. Approval workflows and business procedures are set up to direct budget amendments through the proper approvals prior to posting budget changes to department budgets or approving Council Action Reports for budget revisions requiring City Council approval. One hard stop in the approval process is that all amendments using contingencies require City Council approval.

STAFF ANALYSIS

Prior to FY2022 the City only budgeted contingency accounts for the 15% Policy Reserve Contingency and the general funds' City Manager's Contingency; both of which require City Council authorization prior to use, or notification immediately following use with after the fact approval. Beginning in FY2022, budgets were adopted using specific contingency accounts including; City Manager's Contingency, Restricted Fund Contingencies, CIP Reserves and Policy Reserves. As these are all "contingency" accounts, the automated system interpreted all as requiring City Council authorization, even when other sections of the policy would allow for a lower level of approval. This system check resulted in the identification of clarifications needed to our policy to ensure that the intent is as clear as possible.

The modifications contained within this amendment policy capture the original intent of the policy that all uses of the 15% Policy Reserve Contingency and all uses of the general funds' City Manager's Contingency all require City Council approval. Any use of contingency accounts in restricted funds or for those tied to CIP Reserves would follow other sections of the amendment policy allowing the City Manager to authorize amendments up to \$75,000.

All other provisions in the proposed Resolution 2022-2256 regarding authorized budget amendments remain unchanged.

Attachments

Resolution

Resolution - Redline

RESOLUTION NO. 2022-2256

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING AND APPROVING THE BUDGET AMENDMENT POLICY BY THE CITY OF GOODYEAR.

WHEREAS, Total Fund Appropriation Changes must be approved through City Council Resolution. These amendments must also comply with the City's Alternative Expenditure Limitation; and

WHEREAS, shifts in appropriations between lines of appropriation may be made only upon approval of the City Council; and

WHEREAS, the existing Budget Transfer Policy Resolution 2020-2039 provides Council authorization for certain budget amendments,

WHEREAS, revisions to the existing Budget Transfer Policy would improve efficiency without impacting approved one-time, operating and capital projects budget.

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

SECTION 1. City Council authorizes budget amendments relating to grants/donations from other governments, agencies, and outside entities not exceeding \$75,000 that are restricted for a specific purpose and do not require a match by the City; and

SECTION 2. City Council authorizes budget amendments of unbudgeted, new or unplanned resources not exceeding \$75,000; and

SECTION 3. City Council authorizes budget amendments of Capital Improvement Plan project changes up to a cumulative amount not exceeding \$75,000 for a single project within a fiscal year excluding carryover related adjustments; and

SECTION 4. City Council authorizes budget amendments for carryover reconciliations to return one-time capital and operating projects budgeted in the prior year to no more than the prior year revised budget less the prior year spending; and

SECTION 5. City Council must authorize budget amendments for uses of Policy Reserve Contingencies; and

SECTION 6. City Council must authorize budget amendments for uses of the general fund contingency appropriation; and

SECTION 7. City Council rescinds Budget Transfer Policy Resolution 2020-2039.

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

RESOLUTION NO. 2022-2256

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, ADOPTING AND APPROVING THE BUDGET AMENDMENT POLICY BY THE CITY OF GOODYEAR..

Deleted: TRANSFER

WHEREAS, Total Fund Appropriation Changes must be approved through City Council Resolution. These amendments must also comply with the City's Alternative Expenditure Limitation; and

WHEREAS, shifts in appropriations between lines of appropriation may be made only upon approval of the City Council; and

WHEREAS, ~~the existing~~ Budget Transfer Policy Resolution 2020-2039 provides Council authorization for certain budget amendments,

Deleted: in existing Financial Policies uses of contingency appropriations must be specifically approved by the City Council. This may be by Council motion rather than resolution; and ¶

WHEREAS, revisions to the existing Budget Transfer Policy would improve efficiency without impacting approved one-time, operating and capital projects budgets,

¶ WHEREAS,

Deleted: transfers

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

SECTION 1. City Council authorizes budget amendments relating to grants/donations from other governments, agencies, and outside entities not exceeding \$75,000 that are restricted for a specific purpose and do not require a match by the City; and

Deleted: transfers

Deleted: of

SECTION 2. City Council authorizes budget amendments of unbudgeted, new or unplanned resources ~~not exceeding~~ \$75,000; and

Deleted: transfers

Deleted: that are donated or contributed to a specific restricted purpose

SECTION 3. City Council authorizes budget amendments of Capital Improvement Plan project changes up to a cumulative amount not exceeding \$75,000 for a single project within a fiscal year excluding carryover related adjustments; and

Deleted: transfers

SECTION 4. City Council authorizes budget amendments for carryover reconciliations to return one-time capital and operating projects budgeted in the prior year to no more than the prior year revised budget less the prior year spending; and

Deleted: transfers

Deleted: and contracts

SECTION 5. City Council must authorize budget amendments for uses of Policy Reserve Contingencies; and

SECTION 6. City Council must authorize budget amendments for uses of the general fund contingency appropriation; and

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Deleted: transfers

SECTION 7. City Council rescinds Budget Transfer Policy Resolution 2020-2039.

ITEM #: 7.
DATE: 06/27/2022
AI #:976



CITY COUNCIL ACTION REPORT

SUBJECT: SPECIAL USE PERMIT FOR DESERT SPRINGS COMMUNITY CHURCH

STAFF PRESENTER(S): Guadalupe Ortiz Cortez, Assistant Planner

OTHER PRESENTER(S):

Dean Schifferer, Schifferer Built

SUMMARY

A request for a Special Use Permit to allow a building expansion and new auditorium for Desert Springs Community Church, located at 14440 W. Indian School Road, within the Palm Valley, which is the northwest corner of W. Indian School Road and N. 144th Avenue.

Recommendation

Recommend approval of a request for a Special Use Permit to allow a building expansion and new auditorium for Desert Springs Community Church on approximately 8.5 acres in Phase 3B of the Palm Valley Planned Area Development (PAD) District at 14440 W. Indian School Road (Tract B of Palm Valley Phase 3B) subject to stipulations (Guadalupe Ortiz Cortez, Assistant Planner).

STIPULATIONS

1. Development of the Site shall comply with all terms and conditions of the special use permit approved by the Goodyear City Council on April 14, 2003 (Case SU-01-03) except as amended herein.
2. All future development on the subject property will be subject to site plan review and approval by city staff, at which time all elements of site development will be reviewed, including, but not limited to, architecture, landscaping, grading and drainage, lighting, infrastructure, parking, access and circulation;
3. The City of Goodyear reserves the right to initiate revocation of the Special Use Zoning in the event that the Special Use is not operated in compliance with the stipulations stated herein or as represented in the Special Use Permit application;
4. No building or structure shall exceed 30 feet in height except for one tower that will be generally located in the front of the existing outdoor prayer pavilion, which shall not exceed 34 feet in height;
5. Stipulation 10 in the conditions of approval for the special use permit approved by the Goodyear City Council on April 14, 2003 (Case SU-01-03) is hereby deleted;
6. No modular structures shall be installed or constructed on the property;

7. All parking on-site shall be provided on an improved asphalt or concrete surface;
8. Stipulation 18 in the conditions of approval for the special use permit approved by the Goodyear City Council on April 14, 2003 (Case SU-01-03) is amended to read as follows: The owner/developer shall minimize the amount of light trespass into abutting residential neighborhoods, and general light pollution by complying with the requirements in Article 10 (Outdoor Lighting Standards) of the Goodyear Zoning Code applicable to Lighting Zone – Zone 2;
9. Stipulation 24 in the conditions of approval for the special use permit approved by the Goodyear City Council on April 14, 2003 (Case SU-01-03) is hereby deleted; and
10. Signage is not being approved with the approval of this Special Use Permit. All signage on the Property shall comply with Article 7 (Sign Regulations) of the city of Goodyear Zoning Ordinance.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The property has an underlying C-2 General Commercial zoning under the Palm Valley Phase III Planned Area Development (PAD) District approved by Ordinance No. 94-551. A Special Use Permit, SU-01-03, was approved for the subject property by City Council on April 14, 2003 for Christ's Community Church. In 2007, the Desert Springs Community Church moved into the subject property. According to the narrative submitted in support of the application to amend the use permit, all sorts of activities and services are conducted during Business Hours (between 8:30 am and 4:30 pm) including youth services, and a variety of activities after hours Monday through Thursday from 4:30 pm to as late as 11:00 pm, including bible studies, open gym for Western Sky students, combat veterans' meetings, and bible studies. Worship services and meetings are held on Saturday from 5:00 pm to 6:30 pm and on Sundays from 8:00 am to 1:00 pm. The activities include worship services, business activities, bible studies, open gyms, combat veterans meeting and youth services.

The Planning and Zoning Commission considered this item at their regular meeting held on June 15, 2022. Commissioners voted unanimously (7-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy

Pursuant to Section 4-1-2 of the Zoning Ordinance (Special Uses Considered in any District), a church or other house of worship may be considered as a Special Use in any zoning district. Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

Details of the Request

The applicant is requesting a Special Use Permit to expand the church operations by building on property that was formerly approved for sport fields with the 2003 Special Use Permit. Desert Springs Community Church is proposing to expand their church in two phases. The existing building will be expanded by 4,307 square feet in Phase I of the church's planned expansion and a 20,720 square feet auditorium will be constructed in Phase II. All infrastructure improvements required for the expansion of the existing building and the construction of the auditorium and all parking spaces required at build-out will be completed as part of Phase I.

The 2003 Special Use Permit limited the height of all buildings and structures to 30 feet in height. The applicant is requesting a four (4) feet increase to 34 feet for a tower adjacent to their existing prayer pavilion to create a visual effect with varying heights on the DSCC campus.

The project narrative attached explains why the church is being proposed at this location and the nature of the church's operation. The following evaluation is being provided in conformance with Section 1-3-4 of the Zoning Ordinance:

1. Will be desirable or necessary to the public convenience or welfare:

Desert Springs Community Church has been serving the Goodyear community for almost 17 years. With the Goodyear and DSCC community growing, the church needs more space now to serve the community. Pastor Shawn Jones, stated on the project narrative "spiritual health is important and it is more than just something for people to do or a place they go... People call on Desert Springs for all types of reasons, but for most, the church has become a community to individuals with whom they celebrate times of joy and where they find friends that will respond in their time of need."

2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites:

Churches are specifically identified in the General Plan as a use that is compatible with and complements residential neighborhoods. The use of this specific property as a church is harmonious and compatible with uses adjacent to and in the vicinity of the property, as demonstrated by the operations on the property over the past approximate twenty years. A use permit was granted in 2001 for the operation of a church on this property and the property has been used for such purposes without incident or complaint. The modifications of the property will result in the reduction of open space requiring activities that could have been conducted outside to be conducted within the auditorium that is to be constructed.

3. Is in conformance with the adopted General Plan and any adopted Area Plans:

The subject property has a Neighborhood designation by the General Plan. The Neighborhood designation allows public and community facilities that support and complement residential neighborhoods, such as places of worship.

4. Will not be detrimental to surrounding properties in the area due to:

a. Impact on the circulation system of the adjacent neighborhood:

Although the proposed development is anticipated to result in an increase of traffic onto the property, the three existing entrances into the property, which are off of three different streets (W. Hale Irwin Blvd., N. 144th Avenue, and W. Indian School Road), that are sufficient to accommodate any increased traffic flow. Approximately 200 new parking spaces are being added to accommodate the increased need for parking spaces with the expansion.

b. Excessive noise or light generated from within the site:

The proposed expansion and expanded use of the Property will not result in the generation of excessive lighting or noise. As an initial matter, the operations of the property are not changing in terms of the services and activities being conducted on site, all of which have been occurring for years without any adverse impact. Moreover, the underlying land use designation for the property is C-2, which allows for numerous uses that would generate far more lighting and noise than the continued, albeit expanded, operations of the church. In fact, the applicant expects some of the outdoor noise to be reduced because the construction of the additional structures will result in a reduction in existing field space and less outdoor activities. Finally, the lighting installed with the expansion, including the lighting within the additional parking to be constructed is required to comply with the lighting standards in the City of Goodyear Zoning Ordinance, which are drafted so minimize lighting from spilling over to adjacent properties.

c. Excessive scale or height in relationship to surrounding properties:

The height of the proposed building addition and proposed auditorium will meet the height of the existing building, 30 feet, as limited by the 2003 Special Use Permit. The applicant has proposed an exception to the 2003 Special Use Permit stipulation for a tower, to be located south of the existing building and east of the proposed auditorium, away from adjacent residential properties. Although concerns were expressed about the height of the structures on the property, all of the city's single-family residential districts allow for a maximum height of thirty-feet. Although the proposed tower will exceed the thirty-foot height limitation by four feet, the increase in the height of the tower will not impact the adjacent neighborhood because of its location.

d. Hours of operation:

As described above, the Property is currently being used extensively for various services, activities and operations (the "Operations"). The types of Operations and hours of operation, as described above, are not expected to change, although expanded facilities will allow more of the same. Given that the Operations have been occurring for years without any adverse impact, it is reasonable to conclude that increased use of the Property will not adversely impact any neighboring property.

e. Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:

The proposed building addition and auditorium provides the required setback and landscape buffers.

f. Inconsistency with the development character or architecture of the adjacent properties:

The church expansion to the existing building and proposed auditorium will use similar architecture design, materials and colors as the existing building.

Phoenix-Goodyear Airport:

The site is subject to noise from aircraft flying to and from Phoenix-Goodyear Airport.

Luke Air Force Base:

The site is within the 65 Ldn, high noise or accident potential zone, as defined by A.R.S. § 28-8461 and is within the territory in the vicinity of a military airport also defined by A.R.S. § 28-846. Approval will not negatively impact the flying operations at Luke AFB

Fire Department:

Emergency response times and distances are provided below:

	Shortest	Longest		Shortest	Longest
Nearest Fire			2nd nearest Fire		

Nearest Fire Station	path		path		2nd Nearest Fire Station	path		path	
	Mins	Miles	Mins	Miles		Mins	Miles	Mins	Miles
# 183	1.66	0.83	1.66	0.83	Station #185	5.58	2.79	5.58	2.79

Police Response:

The subject property is located within an existing patrol beat and the current level of service within the beat can accommodate the proposed use of the property.

Public Participation:

In accordance with the city's Citizen Review Ordinance, a notice was sent to all property owners within 500 feet of the property. A Citizen Review Meeting was held on Monday, May 16, 2022 at the church, 14440 W. Indian School Road. The meeting was attended by eleven (11) persons. Four (4) of the attendees live adjacent to the property or across Indian School Road. These four attendees expressed their concerns regarding the height of the proposed auditorium, the proximity of the proposed auditorium to the adjacent residential properties, and the unknown time of the construction of the auditorium. The applicant, Dean Schifferer, spoke to the residents about how the auditorium's height matching the height of the existing building, the existing landscape buffer and mentioned it can be landscaped more. Pastor Shawn Jones mentioned the construction of Phase II is dependent on funding from DSCC's congregation.

Notice for the public hearings before the Planning and Zoning Commission and City Council included a notice mailed to property owners within 500 of the property, a sign posted on the property, and a legal notice published in the Arizona Republic, Southwest Edition, on May 27, 2022.

To date, staff has received emails and a letter from one adjoining property owner objecting to the proposed church expansion expressing their concern that the church's proposed auditorium will decrease their property's value and block their backyard's view.

The Planning and Zoning Commission considered this item at their regular meeting held on June 15, 2022. Staff and the applicant presented presentations to the Commission. Upon completion of the presentations, Vice Chairman Clymer pointed out the distance from the streets to the tower is over 150 feet. Commissioner Sambito asked about the height of the two-story homes adjacent to the subject property and the setback of the proposed auditorium from the west property line. Staff confirmed the maximum allowable height for single-family residences is 30 feet and roughly the same height of the adjacent two-story homes. Staff also confirmed the proposed setback from the west property line to the proposed auditorium is 50 feet. Commissioner Sambito inquired if concerns were expressed during the Citizen Review meeting about the time of operations occurring up to 11:00PM. Staff mentioned the city has not received complaints and no concerns were expressed about hours of operation during the Citizen Review meeting. Commissioner Sambito asked about the landscape along the west property line for the subject property and stated some of the trees has died off. Staff mentioned the property is subject to the landscape plans approved in 2003 with the site plan application for the site and that the city has a code compliance process to ensure landscape is maintained. The applicant also responded to this inquiry and mentioned the approved landscape plans call for a tree every 20 feet and some have died or been cut down. He stated some neighbors don't like the trees and the debris they send over onto their backyards. However, the applicant plans to plant 36 new trees along the west property line with Phase I of the project, which will allow time for the trees to grow by the construction of the auditorium with Phase II.

Furthermore, Chairman Kish asked how tall a structure could be if the property was

redeveloped. Staff mentioned the property as zoned, C-2 General Commercial allows for a maximum height of 56 feet and a 0-foot setback along the rear and side property lines, however, buildings adjacent to residential have additional setbacks after 30 feet, that is 1 foot for every additional foot height over 30 feet in building height. The applicant spoke to the Commission about the 50-foot setback from the west property line to the first auditorium wall and how the building is setback further, 68 feet, before the height of the wall reaches 30 feet. Commissioner Hegedus asked the applicant the type of trees to be planted along the west property line. The applicant said he is open to suggestions as a decision has not been made, but their team is looking into planting ash trees to minimize the debris sent over neighboring properties. Commissioner Hegedus asked the applicant if another location within the site has been considered for the auditorium. The applicant mentioned the location proposed is due to the pedestrian area it will create between the existing building, existing outdoor pavilion, and the proposed auditorium. Chairman Kish asked about lighting. The applicant mentioned photometric plans have been submitted for review and meet the city standards to reduce light spillage.

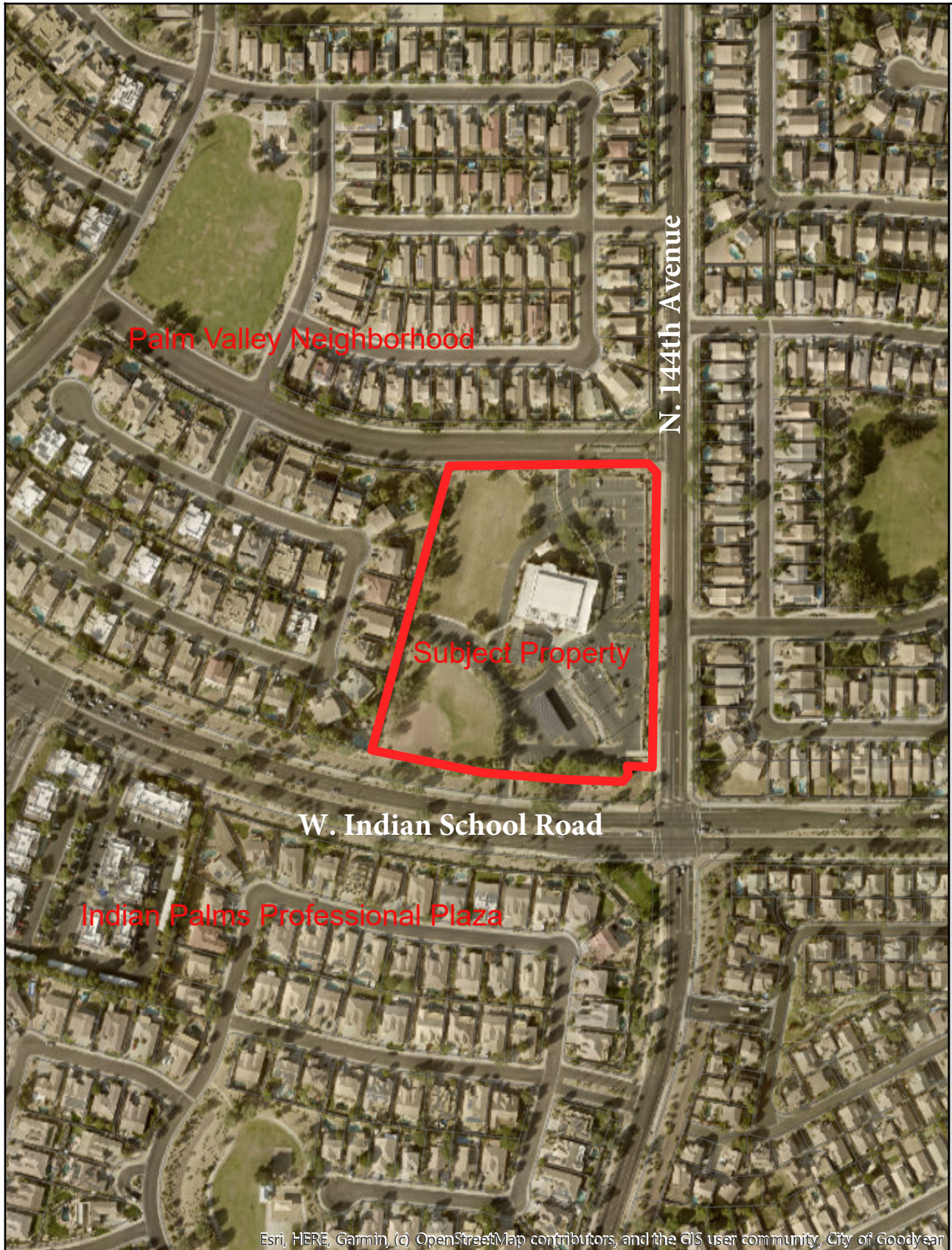
During the meeting, two residents spoke against the project and expressed concerns with the reduction in green space, the height of the auditorium, the proximity of the auditorium to adjacent residential properties, traffic, heat, light, security cameras, and noise.

Commissioners discussed the Special Use Permit and voted unanimously (7-0) to forward a recommendation of approval to the City Council.

Attachments

Aerial Photo
Project Narrative
Conceptual Site Plan
Conceptual Building Elevations
Approved Landscape Plans 2003
Conceptual Landscape Plans
Height Increase Request for Tower
2003 Special Use Permit Approval Letter
Staff Presentation
Applicant Presentation

Desert Springs Community Church - Special Use Permit
North of W Indian School Road
West of 144th Avenue



22-350-00001 Desert Springs Community Church - Special Use Permit



Ref: Special Use - Project Narrative Desert Springs Community Church

April 17, 2022

To Whom It May Concern:

Desert Springs Community Church is requesting approval for a Special Use Permit for our location at 14440 W Indian School Rd, Goodyear, AZ 85395.

We have been serving the community here since 2007. We desire to maximize the use of our current land and serve the community best. We have been limited and even at times run out of space in our current facility. In accordance with the Special Use proposal, we are attempting to answer the required questions to fulfill the evaluation criteria in this narrative.

1. The Special Use is desirable and necessary to the public convenience and welfare.
 - a. Goodyear is growing. There are approximately 180,000 people within 5 miles of Desert Springs with an anticipated growth to 230,000 people by the end of the decade. We have been serving in our location and community for almost 17 years. We are not asking for approval to use our land and facilities “differently” or outside of our mission. We need more space now to serve people well. Also, with projected growth of Goodyear we are trying to be proactive for the future with the part and responsibility we have to serve and impact the community. Spiritual health is important and it is more than just something for people to do or a place they go. Knowing God and eternal hope is a part of who people are and what people go searching for at all ages of life. We exist to serve and love people according to our mission.

People look to the church for many reasons. We get visits in the day and calls in the night when tragedy strikes. We visit the sick and broken hearted. People come for meeting space, weddings, memorial services, financial help, food, counseling, rides, and sometimes just for prayer. People call on Desert Springs for all types of reasons, but for most, the church has become a community to individuals with whom they celebrate times of joy and where they find friends that will respond in their time of need. There are many other reasons why this Special Use is desirable to each individual of the community, but I assume the page count would be quite lengthy if we listed them all.

2. The Special Use is harmonious and compatible with other uses adjacent to our area.
 - a. Churches are something you would typically find in a community. That is why we are here. Desert Springs Community Church is surrounded by schools and homes. We have been and will continue to serve the people that live here and go to school here. We do not typically provide childcare or after school services, but because of our mission if you visited the church on a typical Tuesday during the school year you would find over 100 students from Western Sky Middle School on our campus. Wednesday nights are filled with both high school and middle school students. During the weekend you would typically find over 200 children ages 0 to 5th grade. We supported families when schools shut down during the strike by providing a safe place for their children to be while parents worked. We care about students and teachers and the schools they attend. We care about and serve the families those students represent. We care about the community members regardless of their age or where they live. We are not a retail business like a Walmart, Safeway or Dutch Bros, but we purchase gift cards and other supplies from these stores to provide resources for the families surrounding them. We fill in the gap for those who need help. We also provide fun and safe opportunities for families to participate in.
3. Desert Springs Community Church is master planned to be in a residential area and in accordance with the city's General Plan.
4. The Special Use will not be detrimental to the surrounding properties or persons in our community.
 - a. We have 3 entrances to our campus. We currently have 4 services, 1 on Saturday evening and 3 on Sunday morning. Sunday morning is our busiest time of the week. There will be increased traffic as people arrive and leave after the services; this exists today. The 3 entrances are in great places that allow for ease of access and for traffic to not be overly impacted. We have an existing light on the corner of 144th, a right turn only entrance/exit onto Indian School Road, and a north side exit that allows for community members to go North into the residential area or to Wigwam Ave. Wigwam can be used to directly access Indian School Rd or Litchfield Rd.
 - b. There will be no excessive lighting or noise. I would expect some of the outdoor noise to be reduced as we are proposing less field space and more building use.
 - c. We are not proposing any buildings of excessive scale or height in relationship to the surrounding properties.
 - d. According to Architectural and Civil review, our parcel size is adequate to provide appropriate buffers or mitigation measures.
 - e. The architecture of the proposed buildings will be similar to the existing building architecture.

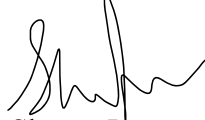
D | S DESERT SPRINGS COMMUNITY CHURCH

5. In addition to the activities listed above in 1. a. and 2. a. we are planning to continue activities on our campus according to our mission. Here is a list of the major activities for your review.
- a. Business Hours M-Th 8:30AM to 4:30PM
 - i. We conduct all types of activities and services during this time. Most of the activities take place indoors.
 - b. After Hours Activities
 - i. Monday Meetings/Bible Studies 4:30PM to 8:30PM
 - ii. Tuesday Western Sky Open Gym 4PM to 5:30PM
 - iii. Tuesday Meetings/Combat Veterans Meetings 5:30PM to 10:00PM
 - iv. Wednesday 6:00PM to 9:30PM (Youth Services)
 - v. Thursday Meetings/Bible Studies 4:30PM to 11:00PM.
 - c. Worship Services/Meetings
 - i. Saturday 5:00PM to 6:30PM
 - ii. Sunday 8:00AM, 9:30AM, 11:00AM. Most people are gone by 12:45PM

One thing we have learned over the years is our community prefers to attend worship services and classes on Sunday mornings, but our space is at capacity. The master plan buildout will provide these needed spaces and increase gathering places for the local community throughout the week. The Special Use permit will allow for greater opportunity for meaningful connections and service to the community.

Thank you so much for your consideration of this project. If there is any other information you need please feel free to contact me via email shawn@dscchurch.com or by phone 623-377-5872.

In His Service,



Shawn Jones
Administration Pastor
Desert Springs Community Church

CONCEPTUAL SITE PLAN
FOR
DESERT SPRINGS COMMUNITY CHURCH
GOODYEAR, ARIZONA

A PORTION OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 2 NORTH,
RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN,
MARICOPA COUNTY, ARIZONA
14440 W. INDIAN SCHOOL ROAD

OWNER:
DESERT SPRINGS COMMUNITY CHURCH
4870 N. LITCHFIELD RD. SUITE 101
LITCHFIELD PARK, AZ 85340
ATTN: SHAWN JOENS
EMAIL: SHAWN@DSCCHURCH.COM

ENGINEER:
RCC DESIGN GROUP, LLC
ATTN: JULIE S. RAYBURN, P.E.
16815 S. DESERT FOOTHILLS PKWY., SUITE 138
PHOENIX, AZ 85048
480.598.0270
480.598.0273 FAX

PROPERTY LEGAL DESCRIPTION:
TRACT B, PALM VALLEY PHASE IIIB, ACCORDING TO
BOOK 523, PAGE 21, RECORDS OF MARICOPA
COUNTY, ARIZONA
CONTAINING 8.5415 ACRES (372,069 S.F.) MORE OR
LESS.

SURVEY INFORMATION:
DATE OF SURVEY 10/27/2021

BENCHMARK:
G363, INDIAN SCHOOL ROAD BULLARD ROAD COG
BCHH BR, CAP IN HANDHOLE.
ELEV: 1031.52 (NAVD88)

G348, N:899,407 E: 565,386 ELEV: 998.65 (NAVD88)
3" TOG BCHH BR, CAP IN HANDOLE, NOT LOCATED

BASIS OF BEARING:
THE MONUMENT LINE OF 144TH AVENUE AS
MONUMENTED AND SHOWN HEREON BEARING
N00°15'26"E

SITE INFORMATION:
MARICOPA COUNTY ASSESSOR'S PARCEL NO.:
508-01-783
ADDRESS: 14440 W. INDIAN SCHOOL RD.,
GOODYEAR, AZ 85395
LOT AREA: 372,069 S.F. (8.54 ACRES)
ZONING: PAD

W. WHITTON AVE.
(75' ROW)

SUNRISE
MCR-482-35
ZONED PAD

14
APN: 508-01-014

15
APN: 508-01-015

16
APN: 508-01-016

17
APN: 508-01-017

18
APN: 508-01-018

19
APN: 508-01-019

SITE PLAN NOTES:

1. IMPROVEMENTS MADE WITHIN A CITY RIGHT-OF-WAY,
TRACT, OR EASEMENT THAT WILL BE MAINTAINED IN THE
FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY
IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT
TO THE FOLLOWING REQUIREMENTS. IMPROVEMENTS MAY
INCLUDE BUT ARE NOT LIMITED TO STREET SURFACES,
CURB, GUTTER, SIDEWALKS, RAMPS, DRIVEWAYS, TURN
BAYS, BUS BAYS, STREET LIGHTING, SIGNAGE, AND
STRIPING. LANDSCAPE RESPONSIBILITIES ARE IDENTIFIED
UNDER SEPERATE NOTE:

A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL
IMPROVEMENTS FOR A PERIOD OF TWO YEARS
BEGINNING IMMEDIATELY AFTER THE CITY ISSUES THE
NOTIFICATION OF APPROVAL FOR THE PROJECT.

B. DURING THE MAINTENANCE AND WARRANTY PERIOD,
THE DEVELOPER SHALL BE RESPONSIBLE FOR
MAINTAINING ADEQUATE PROTECTION OF ALL
IMPROVEMENTS. ANY DAMAGED IMPROVEMENTS
SHALL BE IMMEDIATELY REPAIRED OR REPLACED AT
THE DEVELOPERS EXPENSE.

C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO
STREET SWEEPING, APPLICATIONS OF SEALANT IN
ALL PAVEMENT CRACKS AND JOINTS, AND
APPLICATION OF SEALANT OVER ALL ASPHALT
PAVEMENTS.

D. AT THE TERMINATION OF THE MAINTENANCE AND
WARRANTY PERIOD, ALL IMPROVEMENTS SHALL BE
UNDAMAGED AND SHALL MEET CITY STANDARDS.

E. IF ALL IMPROVEMENTS ARE NOT ACCEPTABLE AT THE
END OF THE TWO-YEAR PERIOD, THE MAINTENANCE
AND WARRANTY PERIOD SHALL CONTINUE UNTIL THE
IMPROVEMENTS MEET CITY APPROVAL.

2. LANDSCAPED AREA THAT WILL BE MAINTAINED IN THE
FUTURE BY THE CITY OF GOODYEAR SHALL BE CLEARLY
IDENTIFIED ON THE APPROVED PLANS AND ARE SUBJECT
TO THE FOLLOWING REQUIREMENTS. THESE AREAS MAY
INCLUDE RETENTION BASINS, PARKS, RIGHT-OF-WAY, AND
STREET CENTER MEDIAN LANDSCAPING.

A. THE DEVELOPER SHALL MAINTAIN AND WARRANTY ALL
LANDSCAPE IMPROVEMENTS, INCLUDING PLANTED
AREAS AND IRRIGATION SYSTEMS, FOR A PERIOD OF
TWO YEARS BEGINNING IMMEDIATELY AFTER THE CITY
ISSUES THE NOTIFICATION OF APPROVAL FOR THE
PROJECT.

B. DURING THE MAINTENANCE AND WARRANTY PERIOD,
THE DEVELOPER SHALL BE RESPONSIBLE FOR
MAINTAINING ADEQUATE PROTECTION TO ALL AREAS.
ANY DAMAGED PLANTING AND/OR IRRIGATION
SYSTEMS SHALL BE IMMEDIATELY REPAIRED OR
REPLACED AT THE DEVELOPERS EXPENSE.

C. MAINTENANCE SHALL INCLUDE CONTINUOUS
OPERATIONS OF WATERING, WEEDING, REMOVAL OF
DEAD PLANT MATERIAL, MOWING, ROLLING,
FERTILIZING, SPRAYING, INSECT AND PEST CONTROL,
RE-SEEDING, REPLACEMENT, AND ALL OTHER
MEASURES NECESSARY TO ENSURE NORMAL HEALTHY
GROWTH.

D. WHEN THE TURF HAS ESTABLISHED SUFFICIENT ROOT
STRUCTURE AND HAS OBTAINED AN APPROXIMATE
HEIGHT OF 3 INCHES, MOWING SHALL BEGIN
IMMEDIATELY TO ACHIEVE A TURF HEIGHT OF 2
INCHES; THE TURF SHALL BE MOWED THEREAFTER TO
SAFELY MAINTAIN THE 2-INCH HEIGHT.

E. AT THE TERMINATION OF THE MAINTENANCE AND
WARRANTY PERIOD, ALL TURF AREAS SHALL BE LIVE,
HEALTHY, UNDAIMAGED, AND FREE OF INFESTATIONS.
ALL AREAS SHALL BE COMPLETELY VOID OF BARREN
SPOTS LARGER THAN 3 INCHES BY 3 INCHES.

F. IF ALL PLANTINGS ARE NOT ACCEPTABLE AT THE END
OF THE TWO-YEAR PERIOD, THE MAINTENANCE AND
WARRANTY PERIOD SHALL CONTINUE UNTIL THE
LANDSCAPING MEETS CITY APPROVAL.

LEGEND

CURB AND GUTTER

REVERSE GUTTER

MANHOLE

CURB / YARD DROP INLET

FLARED END SECTION

FIRE HYDRANT

VALVE

REDUCER

TEE

BEND

SIAMESE CONNECTION

TAPPING SLEEVE AND VALVE

STORM DRAINAGE LINE

SANITARY SEWER LINE

WATER LINE

CLEANOUT

SPOT ELEVATION

CONCRETE WALK

HEAVY DUTY CONCRETE

HEAVY DUTY PAVEMENT

PAVEMENT RESTORATION

SWALE

PROPERTY LINE

ROADWAY CENTERLINE

LIGHTPOLE

WATER METER

BACKFLOW PREVENTER

1' CONTOUR

10' CONTOUR

INLET PROTECTION

DRAINAGE FLOW DIRECTION

PROPOSED

CURB AND GUTTER

REVERSE GUTTER

MANHOLE

CURB / YARD DROP INLET

FLARED END SECTION

FIRE HYDRANT

VALVE

REDUCER

TEE

BEND

SIAMESE CONNECTION

TAPPING SLEEVE AND VALVE

STORM DRAINAGE LINE

SANITARY SEWER LINE

WATER LINE

CLEANOUT

SPOT ELEVATION

CONCRETE WALK

HEAVY DUTY CONCRETE

HEAVY DUTY PAVEMENT

PAVEMENT RESTORATION

SWALE

PROPERTY LINE

ROADWAY CENTERLINE

LIGHTPOLE

WATER METER

BACKFLOW PREVENTER

1' CONTOUR

10' CONTOUR

INLET PROTECTION

DRAINAGE FLOW DIRECTION

TC = TOP OF CURB
TB = TOP OF BANK
FL = FLOW LINE
EP = EDGE OF PAVEMENT
TW = TOP OF WALL
P = PAVEMENT

COMMUNITY NUMBER		FEMA DATA		SUFFIX		FIRM DATE		FIRM ZONE		BASE FLOOD ELEV (AO ZONE/DEPTH)	
040046	04013C2155	10/16/13	M	9/18/20	X					N/A	
FLOOD ZONE DESCRIPTION: 0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE AREAS OF LESS THAN ONE SQUARE MILE.											

BUILDING IDENTITY		PARKING CALCULATIONS		SPACES REQUIRED	
CLASSROOMS		28,071	1 SP PER 375 SF	75	
ASSEMBLY		2,170	1 SP PER 300 SF	7	
AUDITORIUM		22,008	1 SP PER 75 SF	293	
FUTURE ASSEMBLY		10,355	1 SP PER 300 SF	35	
PRAYER PAVILION		4,510	1 SP PER 300 SF	15	
TOTAL PARKING		STANDARD SPACES 413 SPACES	ADA ACCESSIBLE SPACES 10 EX + 2 NEW SP	TOTAL SPACES 425 SP	

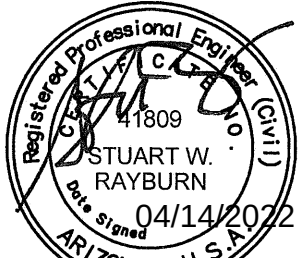
LOT COVERAGE CALC:

TOTAL LOT SF= 372,069 S.F.
TOTAL BUILDING FOOTPRINT S.F.:
1. EXISTING BUILDING W/ PROPOSED ADDITION: 25,506 S.F. + 760 S.F.
2. FUTURE AUDITORIUM: 20,495 S.F.
3. EXISTING EXTERIOR PAVILION: 4,510 S.F.

(51,271 / 372,069) X 100 = 13.78%



16815 S. DESERT FOOTHILLS PKWY.
SUITE 138
PHOENIX, AZ 85048
480.598.0270
480.598.0273 FAX
CIVIL & SITE ENGINEERING SERVICES



Expires 12/31/22



CONCEPTUAL SITE PLAN
FOR
DESERT SPRINGS COMMUNITY CHURCH
14440 W. INDIAN SCHOOL RD.
GOODYEAR
ARIZONA

PROJECT NO. 21-040-50
DRAWING NO. 00000
DATE: 03/03/22
DRAWN BY: JSR/SWR
CHECKED BY: JSR/SWR
REVISIONS:

SHEET NO.

C1SP
1 OF 1
CONCEPTUAL
SITE PLAN

DESERT SPRINGS COMMUNITY CHURCH

GOODYEAR, AZ

BGW

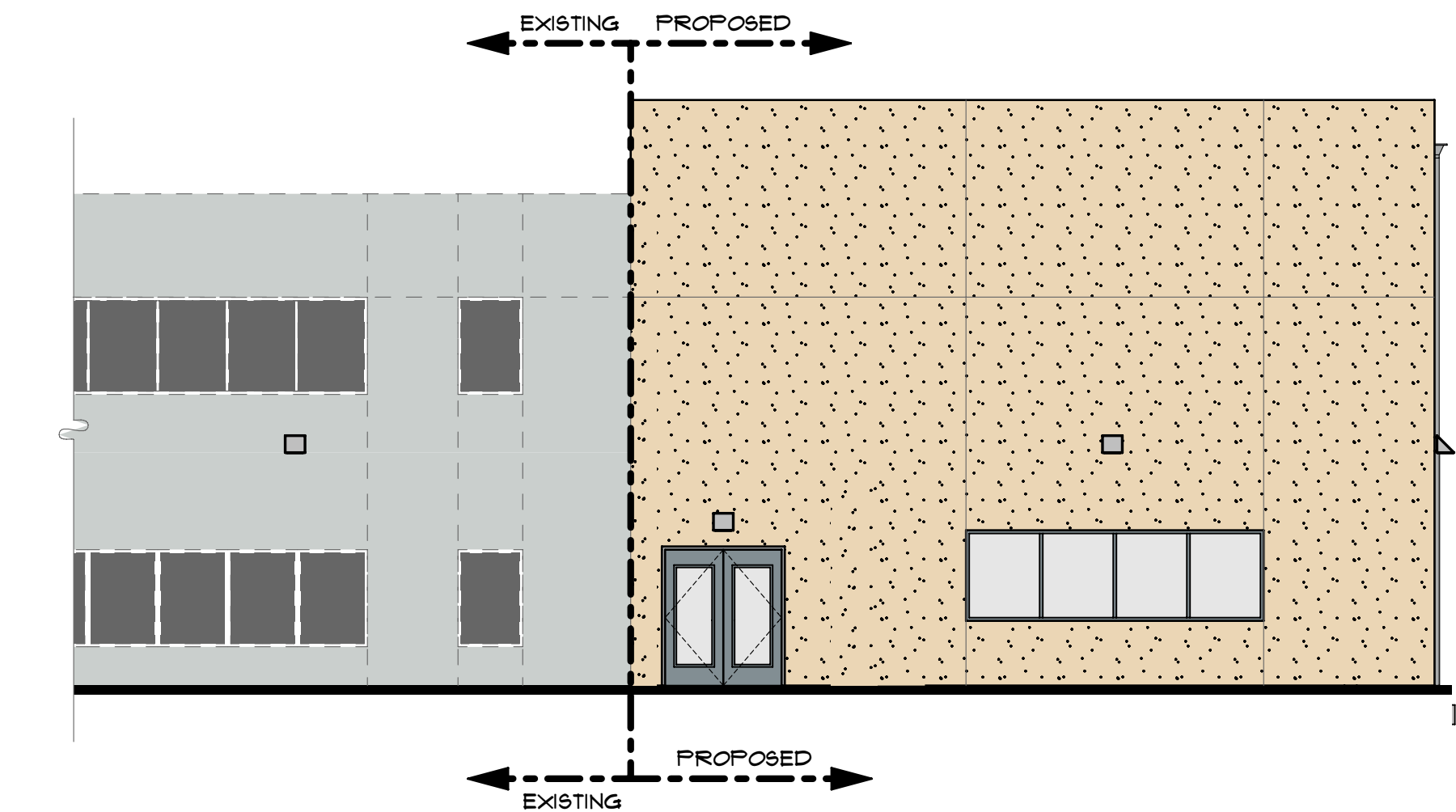


BUILDING GOD'S WAY

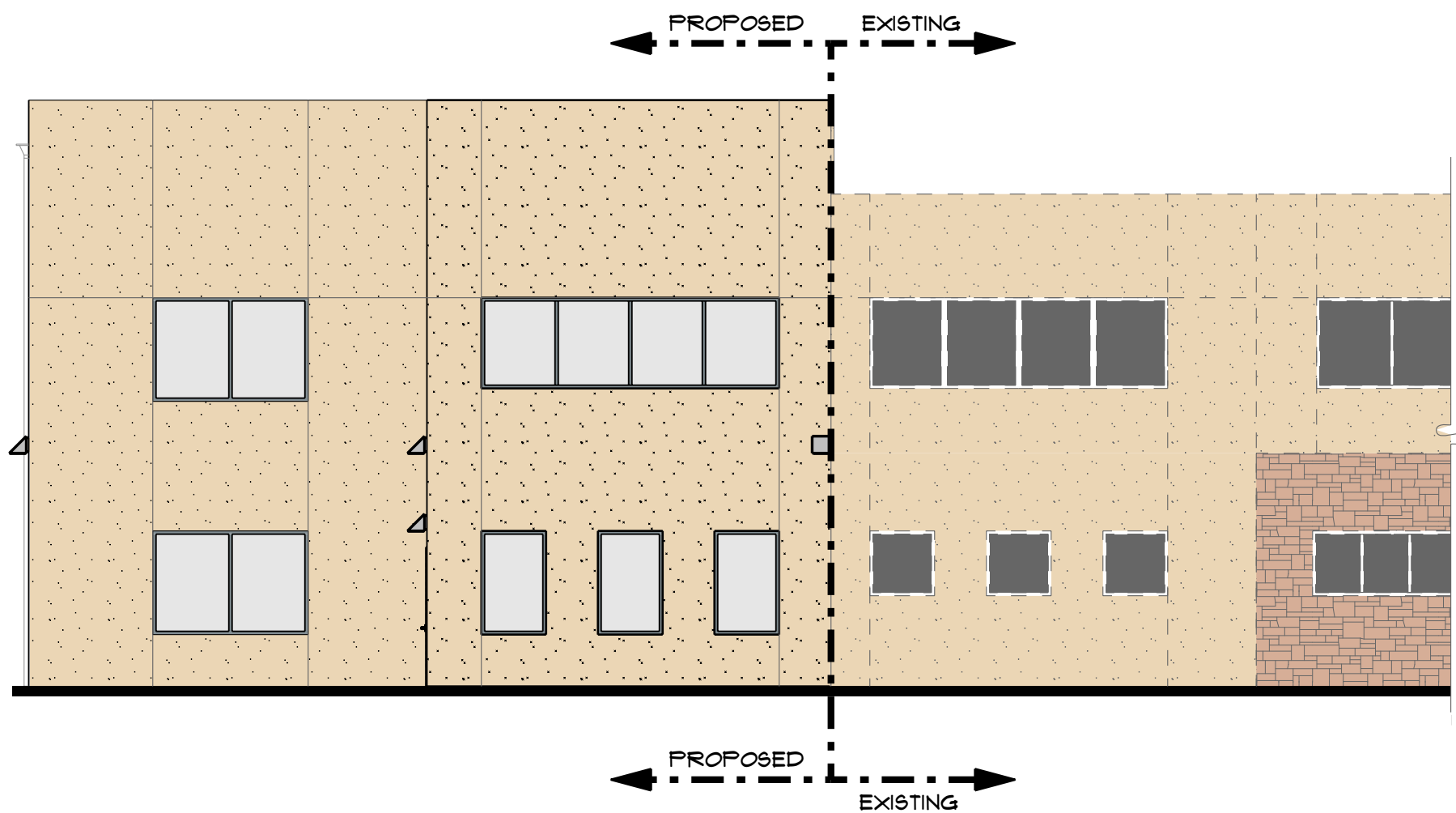
801.621.4781 | info@bgwservices.com | www.bgwservices.com

PRELIMINARY ARCHITECTURAL DESIGN

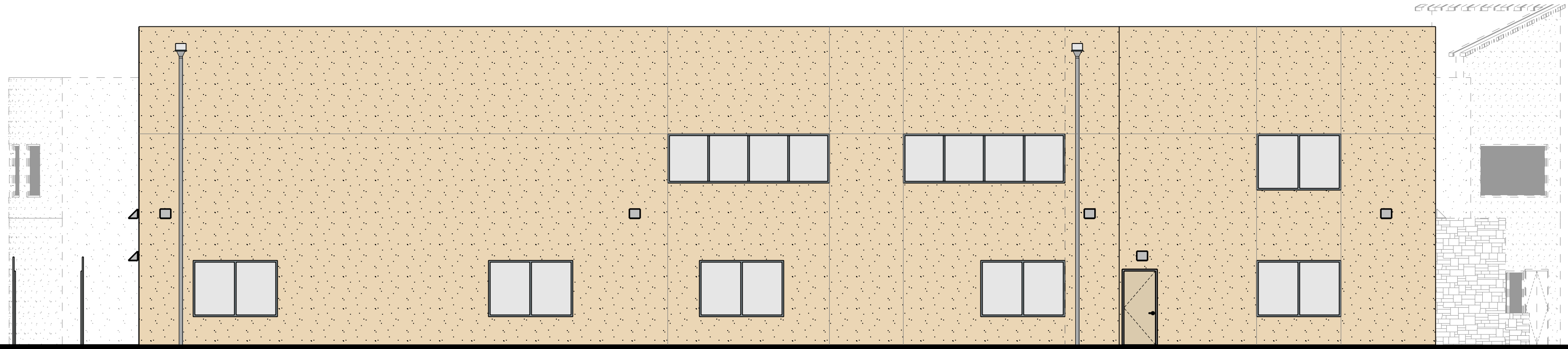
EXTERIOR ELEVATION NOTES:
1. PROPOSED ADDITION PARAPET HEIGHT: 30'-0"
2. PROPOSED ADDITION MATERIAL/COLOR:
ACRYLIC PAINT, BEIGE TO MATCH EXISTING



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



2 SOUTH ELEVATION
SCALE: 1/8" = 1'-0"

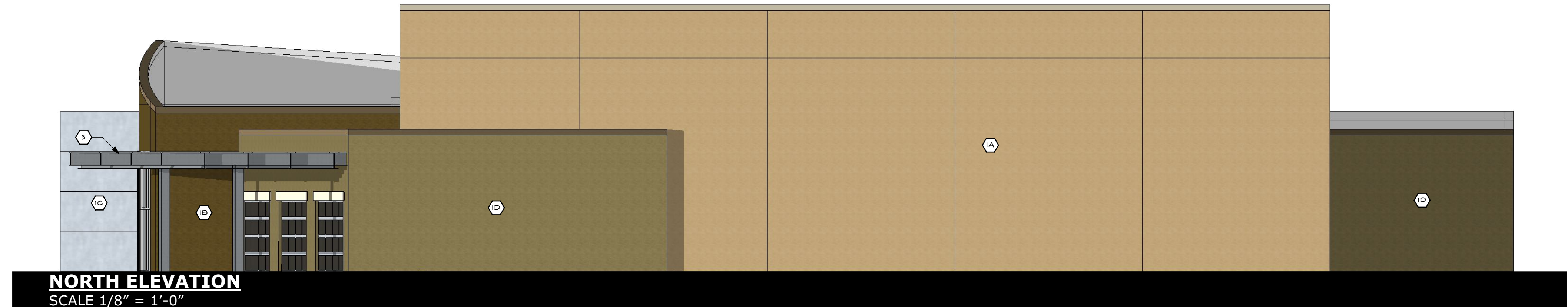


3 WEST ELEVATION
SCALE: 1/8" = 1'-0"

PROPOSED ADDITION
EXTERIOR ELEVATIONS



SOUTH ELEVATION
SCALE 1/8" = 1'-0"

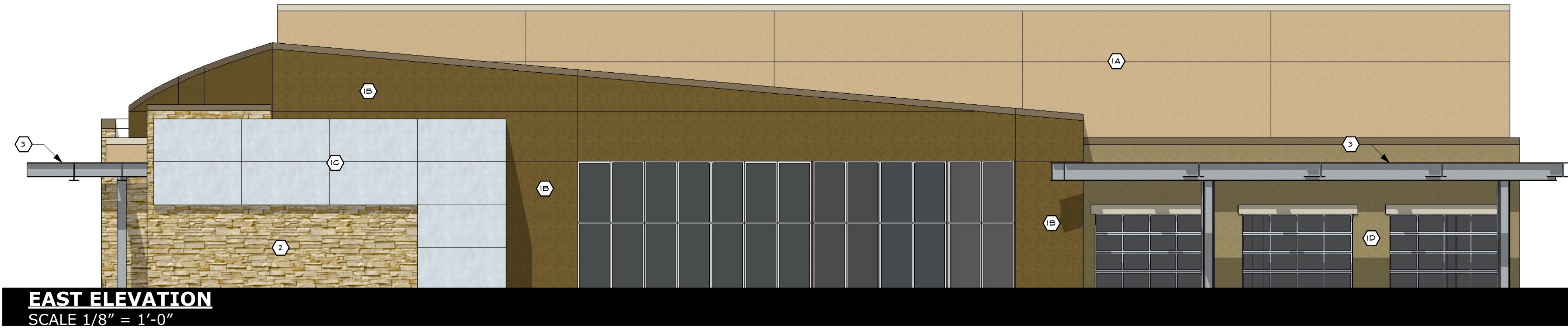


NORTH ELEVATION
SCALE 1/8" = 1'-0"

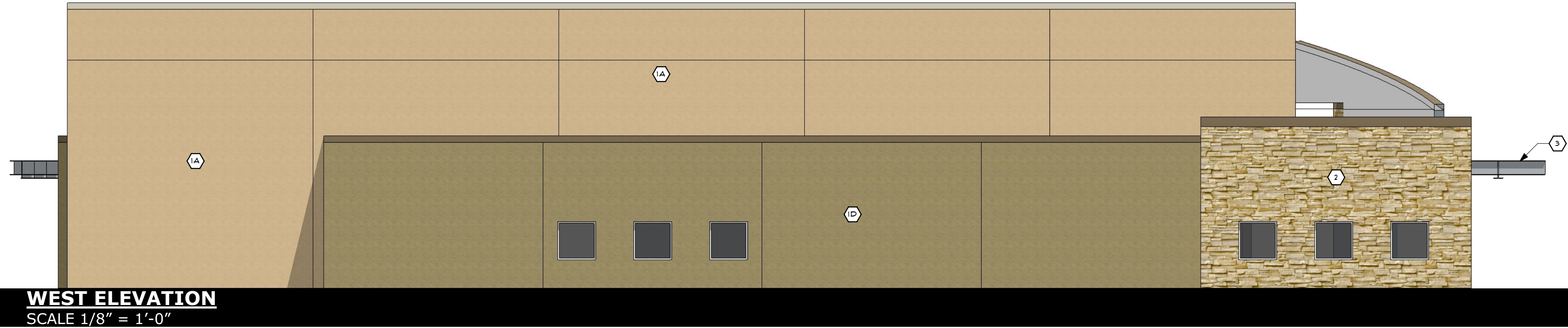
EXTERIOR ELEVATION NOTES:

1. FUTURE AUDITORIUM PARAPET HEIGHT: 36'-6"
2. PROPOSED "TOWER" HEIGHT: 34'-6"
(SEE "TOWER" HEIGHT SPECIAL EXCEPTION NARRATIVE)

FUTURE AUDITORIUM EXTERIOR FINISH SCHEDULE	
EXTERIOR MATERIALS	
(1A)	- 2 COAT ACRYLIC PAINT, COLOR: MATCH EXISTING BUILDING'S MAIN COLOR
(1B)	- 2 COAT ACRYLIC PAINT, COLOR: SHERWIN WILLIAMS "MOMENTUM" OR SIMILAR
(1C)	- 2 COAT ACRYLIC PAINT, COLOR: SHERWIN WILLIAMS "HINTING BLUE" OR SIMILAR
(1D)	- 2 COAT ACRYLIC PAINT, COLOR: SHERWIN WILLIAMS "RENUICK OLIVE" OR SIMILAR
(2)	VENEER STONE TO MATCH EXISTING BUILDING
(3)	STEEL CANOPY STRUCTURE ELEMENTS, PAINT SHERWIN WILLIAMS "MORNING FOG" OR SIMILAR, OR TO MATCH EXISTING EXTERIOR CANOPY DEEP BROWN



EAST ELEVATION
SCALE 1/8" = 1'-0"



WEST ELEVATION
SCALE 1/8" = 1'-0"

- ① INSTALL 6"x6" CONCRETE HEADER
- ② INSTALL SEEDED LAWN
- ③ INSTALL SODDED LAWN
- ④ INSTALL SODDED LAWN OVER PLASTIC RINGS FOR FIRELANE
- ⑤ INSTALL 3" DEEP, STABILIZED INFIELD MIX BY STABILIZER SOLUTIONS
- ⑥ EXISTING GRANITE COBBLE TO REMAIN
- ⑦ EXISTING LANDSCAPE IN DRAINAGE EASEMENT TO REMAIN
- ⑧ INSTALL 2" DEEP, 1/2" SCREENED "MADISON GOLD" DECOMPOSED GRANITE THRU-OUT FUTURE BUILDING PAD
- ⑨ DECORATIVE SCREEN WALL PER ARCH. SITE PLAN
- ⑩ EXISTING TREES TO REMAIN
- ⑪ EXISTING DATE PALMS IN MEDIAN TO REMAIN
- ⑫ DECORATIVE SCREEN WALL



EXISTING TREE TO REMAIN	LOCATIONS ARE APP.	
PHOENIX DACTYLIFERA DATE PALM	20' TRUNK DIAMOND CUT	21 TOTAL
ACACIA SMALLII SWEET ACACIA	24" BOX MINIMUM, MATCHING 10' HT., 4' SP.	6 TOTAL
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX MINIMUM, MATCHING 10' HT., 4.5" SP., 1-1/2" CAL.	42 TOTAL
CERCIDIUM HYBRID DESERT MUSEUM PALO VERDE	24" BOX MINIMUM, MATCHING 8' HT., 4.5" SP.	64 TOTAL
ACACIA SALIGNA WATTLE LEAF	24" BOX MINIMUM 10' HT., 4' SP., 1 1/2" CAL.	0 TOTAL
ACACIA SALICINA WILLOW ACACIA	24" BOX MINIMUM FULL, 9' HT., 4.5" SP., 1 1/2" CAL.	0 TOTAL
SOPHORA SECUNDIFLORA TEXAS INDIAN LAUREL	15 GALLON MINIMUM	29 TOTAL
NERIUM OLEANDER "DWARF PINK" DWARF PINK OLEANDER	5 GALLON MINIMUM FULL PAST CAN	178 TOTAL
BOUGANVILLEA "CRIMSON JEWEL" CRIMSON JEWEL BOUGANVILLEA	5 GALLON MINIMUM FULL PAST CAN	10 TOTAL

	LEUCOPHYLLUM LAEVIGATUM CHIHUAHUA SAGE	5 GALLON MINIMUM FULL PAST CAN	22 TOTAL
	LEUCOPHYLLUM LANGMANIAE "R.B." RIO BRAVO SAGE	5 GALLON MINIMUM FULL PAST CAN	113 TOTAL
	CARISSA GRANDIFLORA "G.C." GREEN CARPET	5 GALLON MINIMUM FULL PAST CAN	84 TOTAL
	RUELLIA PENINSULARIS BAJA RUELLIA	5 GALLON MINIMUM FULL PAST CAN	284 TOTAL
	CAESALPINIA PULCHERRIMA RED DESERT BIRD OF PARADISE	5 GALLON MINIMUM FULL PAST CAN	25 TOTAL
	BOUGAINVILLEA "B.K." BARBARA KARST BOUGAVILLEA	5 GALLON MINIMUM FULL PAST CAN	0 TOTAL
	HESPERALOE PARVIFOLIA RED YUCCA	5 GALLON MINIMUM FULL PAST CAN	94 TOTAL
	CNEORUM CONVOLVULUS BUSH MORNING GLORY	5 GALLON MINIMUM FULL PAST CAN	189 TOTAL
	LANTANA MONTIVDENSIS "G.M." GOLD MOUND LANTANA	1 GALLON MINIMUM FULL PAST CAN	242 TOTAL
	ROSMARINUS OFF. PROSTRATUS DWARF ROSEMARY	1 GALLON MINIMUM FULL PAST CAN	0 TOTAL
	LANTANA MONTIVDENSIS TRAILING PURPLE LANTANA	1 GALLON MINIMUM FULL PAST CAN	30 TOTAL
	MYOPORUM PARVIFOLIUM "S.L." SMALL LEAF MYOPORUM	1 GALLON MINIMUM @ 5' O.C. FULL PAST CAN	



LambArchitects



**CHRIST'S COMMUNITY CHURCH
THE PALMS ACADEMY**
144TH AVENUE & INDIAN SCHOOL ROAD
GOOD YEAR, ARIZONA 85338

LANDSCAPE PLAN

[illegible]

PROJECT NO:	2024
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DATE: 01-28-69

DRAIN BY:

CHECKED BY: -

SHEET No.

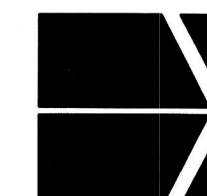
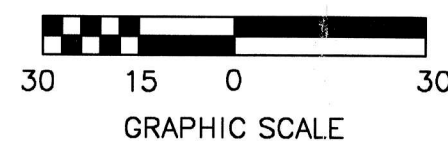
L-1

GENERAL NOTES:

1. ANY DISTURBED AREAS THAT ARE INTENDED FOR FUTURE DEVELOPMENT SHALL BE COVERED WITH DECOMPOSED GRANITE UNTIL LATER CONSTRUCTION OCCURS.
2. THE OWNER/DEVELOPER IS RESPONSIBLE FOR LANDSCAPE MAINTENANCE ON ALL STREET FRONTS TO THE BACK OF CURB.

Landscape Plan

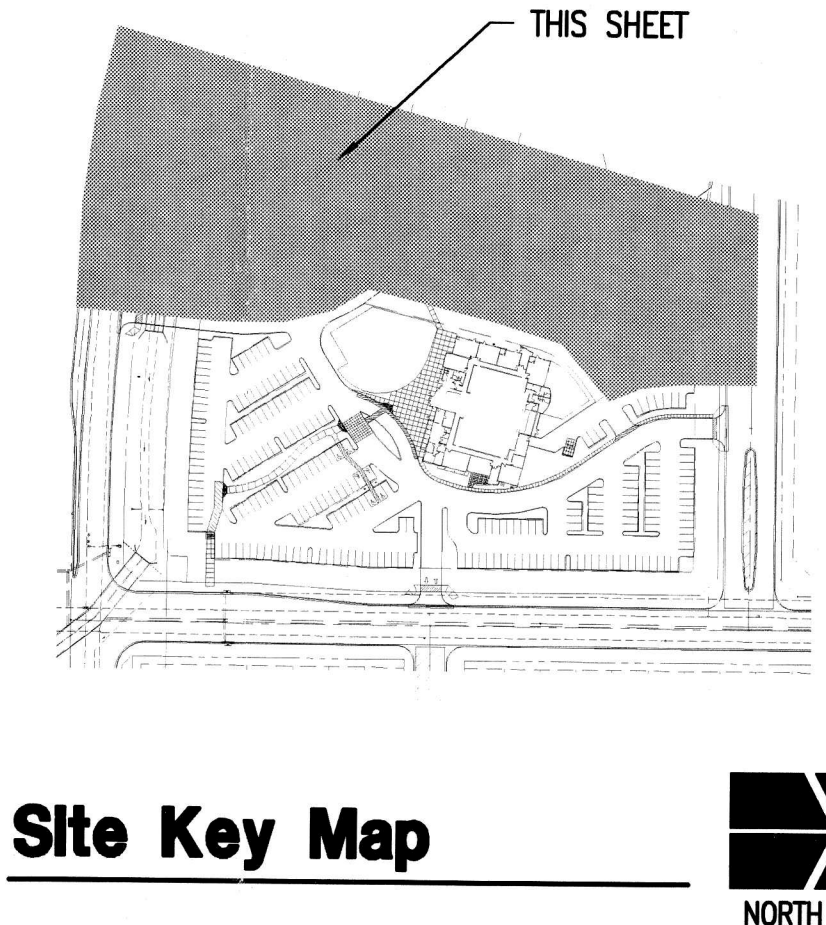
Scale 1:30



NORTH

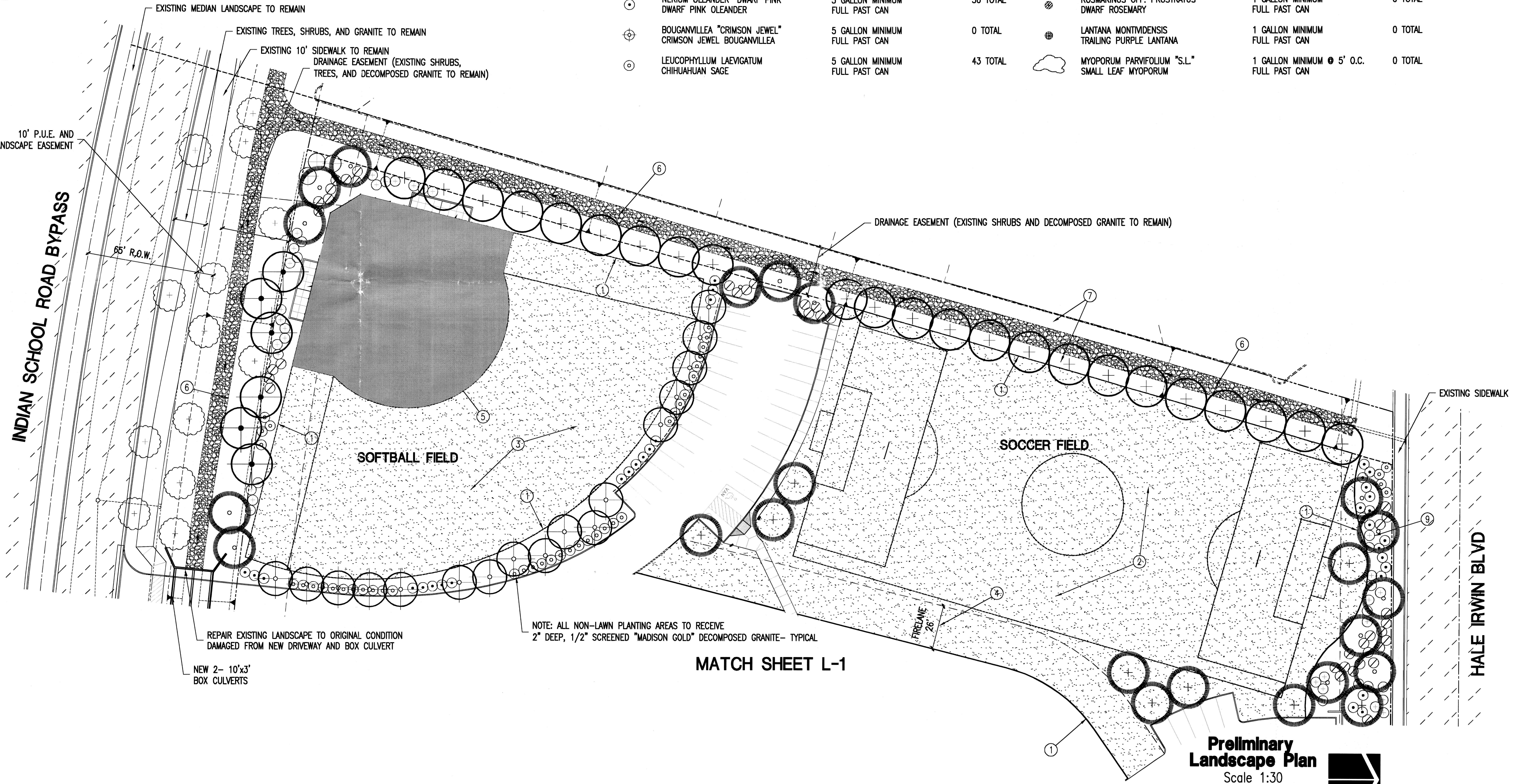
PLAN KEY NOTES:

- 1 INSTALL 6"x6" CONCRETE HEADER
- 2 INSTALL SEEDED LAWN
- 3 INSTALL SODDED LAWN
- 4 INSTALL SODDED LAWN OVER PLASTIC RINGS FOR FIRELANE
- 5 INSTALL 3" DEEP, STABILIZED INFIELD MIX BY STABILIZER SOLUTIONS
- 6 EXISTING GRANITE COBBLE TO REMAIN
- 7 EXISTING LANDSCAPE IN DRAINAGE EASEMENT TO REMAIN
- 8 INSTALL 2" DEEP, 1/2" SCREENED "MADISON GOLD" DECOMPOSED GRANITE THRU-OUT FUTURE BUILDING PAD
- 9 DECORATIVE SCREEN WALL PER ARCH. SITE PLAN
- 10 EXISTING TREES TO REMAIN
- 11 EXISTING DATE PALMS IN MEDIAN TO REMAIN
- 12 DECORATIVE SCREEN WALL



PLANT SCHEDULE: (FOR HIS SHEET ONLY)

EXISTING TREE TO REMAIN	LOCATIONS ARE APP.			
PHOENIX DACTYLIFERA DATE PALM	20' TRUNK, STRAIGHT DIAMOND CUT, MATCHING	0 TOTAL	LEUCOPHYLLUM LANGMANIAE "R.B." RIO BRAVO SAGE	5 GALLON MINIMUM FULL PAST CAN 41 TOTAL
ACACIA SMALLII SWEET ACACIA	24" BOX MINIMUM, MATCHING 10' HT., 4' SP.	4 TOTAL	CARISSA GRANDIFLORA "G.C." GREEN CARPET	5 GALLON MINIMUM FULL PAST CAN 0 TOTAL
ULMUS PARVIFOLIA EVERGREEN ELM	24" BOX MINIMUM, MATCHING 10' HT., 4.5' SP., 1-1/2" CAL	8 TOTAL	RUELLIA PENINSULARIS BAJA RUELLIA	5 GALLON MINIMUM FULL PAST CAN 34 TOTAL
CERCIDIUM HYBRID DESERT MUSEUM PALO VERDE	24" BOX MINIMUM, MATCHING 8' HT., 4.5' SP.	16 TOTAL	CAESALPINIA PULCHERRIMA RED DESERT BIRD OF PARADISE	5 GALLON MINIMUM FULL PAST CAN 0 TOTAL
ACACIA SALIGNA WATTLE LEAF	24" BOX MINIMUM 10' HT., 4' SP., 1 1/2" CAL	17 TOTAL	BOUGANVILLEA "B.K." BARBARA KARST BOUGAVILLEA	5 GALLON MINIMUM FULL PAST CAN 0 TOTAL
ACACIA SALICINA WILLOW ACACIA	24" BOX MINIMUM FULL, 9' HT., 4.5' SP., 1 1/2" CAL	21 TOTAL	HESPERALOE PARVIFOLIA RED YUCCA	5 GALLON MINIMUM FULL PAST CAN 0 TOTAL
SOPHORA SECUNDIFLORA TEXAS INDIAN LAUREL	15 GALLON MINIMUM	3 TOTAL	CNEORUM CONVULVULUS BUSH MORNING GLORY	5 GALLON MINIMUM FULL PAST CAN 0 TOTAL
NERIUM OLEANDER "DWARF PINK" DWARF PINK OLEANDER	5 GALLON MINIMUM FULL PAST CAN	36 TOTAL	LANTANA MONTIDENSIS "G.M." GOLD MOUND LANTANA	1 GALLON MINIMUM FULL PAST CAN 0 TOTAL
BOUGANVILLEA "CRIMSON JEWEL" CRIMSON JEWEL BOUGANVILLEA	5 GALLON MINIMUM FULL PAST CAN	0 TOTAL	ROSMARINUS OFF. PROSTRATUS DWARF ROSEMARY	1 GALLON MINIMUM FULL PAST CAN 0 TOTAL
LEUCOPHYLLUM LAEVIGATUM CHIHUAHUA SAGE	5 GALLON MINIMUM FULL PAST CAN	43 TOTAL	LANTANA MONTIDENSIS TRAILING PURPLE LANTANA	1 GALLON MINIMUM FULL PAST CAN 0 TOTAL
			MYOPORUM PARVIFOLIUM "S.L." SMALL LEAF MYOPORUM	1 GALLON MINIMUM @ 5' O.C. FULL PAST CAN 0 TOTAL



Preliminary Landscape Plan
Scale 1:30

30 15 0 30
GRAPHIC SCALE

NORTH

phillip r. ryan
landscape architect p.c.
landscape architecture & planning
1343 n. alma school rd., suite 155
chandler, arizona 85224
(480) 899-5813 fax (480) 963-3674

LambArchitects
426 N. 44th STREET SUITE #225
PHOENIX, ARIZONA 85008
P: (602) 275-5062 F: (602) 275-5677

CHRIST'S COMMUNITY CHURCH
THE PALMS ACADEMY
144TH AVENUE & INDIAN SCHOOL ROAD
GOODYEAR, ARIZONA 85338

LANDSCAPE PLAN

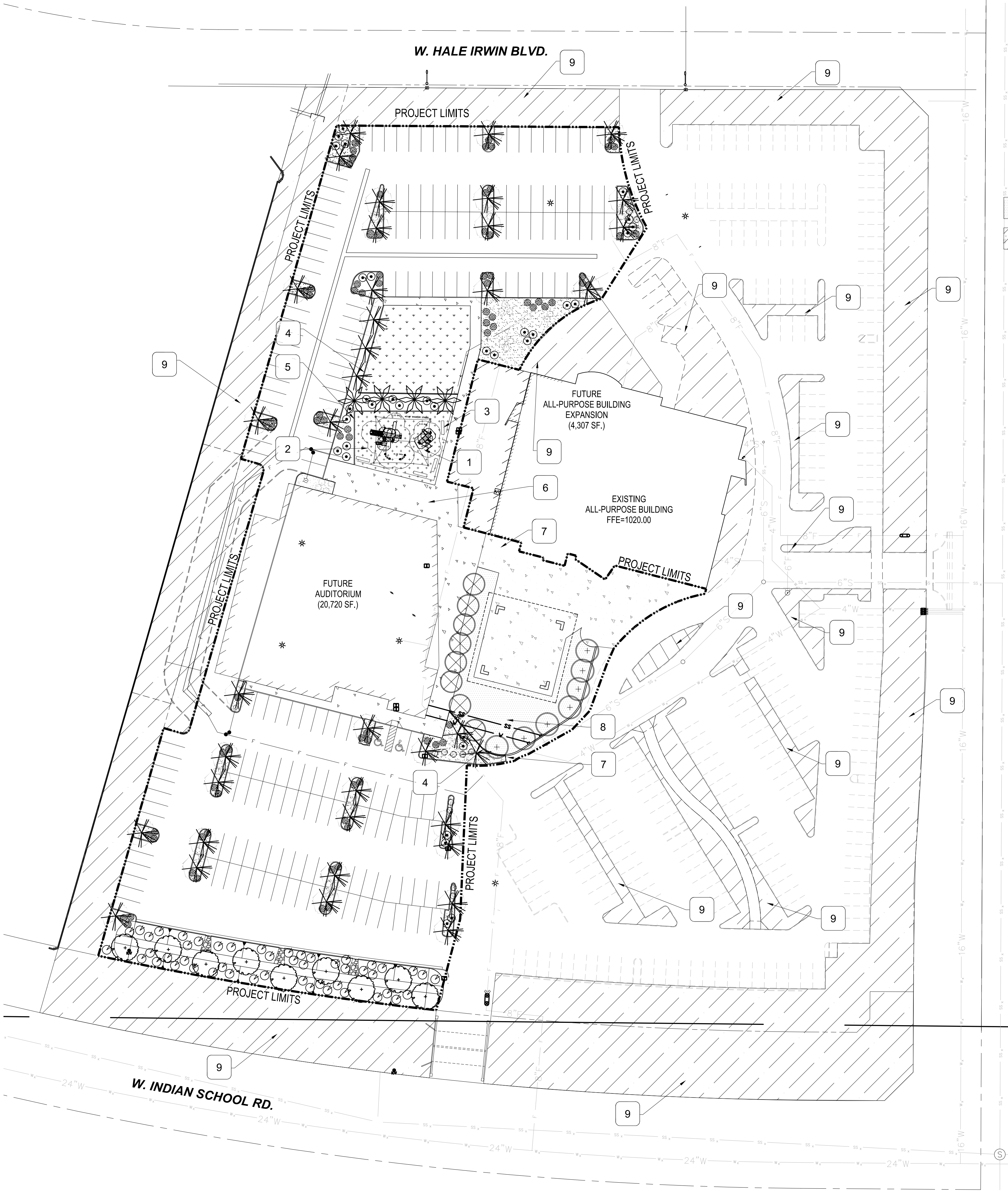
REV.	DATE	CONTENT

PROJECT NO. 284
DATE: 02-28-05
DRAWN BY:
CHECKED BY:
SHEET No.
L-2

THESE DRAWINGS ARE INTENTIONS & SERVICE AND ARE THE PROPERTY OF LAMB ARCHITECTS, P.C. ALL DRAWINGS AND OTHER INFORMATION ON THESE DRAWINGS ARE FOR THE USE OF THE SPECIFIED PROJECT AND SHALL NOT BE USED OTHERWISE WITHOUT EXPRESS WRITTEN PERMISSION OF LAMB ARCHITECTS, P.C. LAMB ARCHITECTS, P.C. SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THESE DRAWINGS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS AND CONDITIONS ON THE JOB AND THIS OFFICE SHALL BE ADVISED IN WRITING OF ANY DISCREPANCIES OR CONDITIONS ON THE JOB. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

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KEYNOTE LEGEND

KEY	
1	TOT-LOT PLAYGROUND, FOR AGE 2-5 & 5-12, BURKE #116-149071-1, WITH FABRIC HIP SHADE (40' X 24' X 16'H) AND WOOD FIBER (12" DEPTH) SAFETY SURFACE.
2	FALL ZONE.
3	METAL BENCH X 4, ANOVA - AIRI LEAF 6' SURFACE MOUNT.
4	CONCRETE HEADER, 6" X 8".
5	CONCRETE HEADER, 6" X 12".
6	PROPOSED CONCRETE SIDEWALK, SEE CIVIL PLANS.
7	EXISTING CONCRETE SIDEWALK, PROTECT IN PLACE, SEE CIVIL FOR DEMO.
8	EXISTING TURF, PROTECT IN PLACE, ADJUST EX. SPRAY HEADS, SEE CIVIL FOR DEMO.
9	EXISTING LANDSCAPE, PROTECT IN PLACE.

SITE DATA TABLE

15% OF NET SITE LANDSCAPED PER GOODYEAR SPECIAL USE PERMIT	
REQUIRED	PROPOSED
15%	NET SITE: 147350 S.F. LANDSCAPED AREA: 25844 S.F. 25844/147350 = 17.53% OF NET SITE LANDSCAPED

LANDSCAPE SITENOTES

1. PLAYGROUND AREA SUITABLE FOR AGES 2-5 AND 5-12.
2. SHADE STRUCTURE OVER PLAYGROUND AREA SHALL BE 16" TALL PER CITY OF GOODYEAR REQUIREMENTS, YELLOW FABRIC COLOR AND AQUA POST COLOR TO BE PROVIDED BY MANUFACTURER (PLAY IT SAFE PLAYGROUNDS).
3. PLAYGROUND COLOR SCHEME MACAW AS PROVIDED BY MANUFACTURER FOR SITE (PLAY IT SAFE PLAYGROUNDS).
4. GABEON SEAT WALLS ARE TO BE 1'-6" X 2' X 10' FILLED WITH 4" GRANITE RIP RAP.
5. MODIFY EXISTING SIDEWALK TO ACCOMMODATE FOR DG PLANTER.
6. PROTECT ALL EXISTING PLANTS UNLESS NOTED OTHERWISE.
7. DEMO PLAN NOT INCLUDED IN LANDSCAPE PLAN.

PLANTING MATERIAL LEGEND

TREES	SIZE	NOTES	QTY
Existing Tree to Remain - Protect in Place			7
Existing Tree to Remove			8
Phoenix dactylifera Date Palm Caliper Size: 2"	4"x4"x4' hole 15' x 15'	*ADWR	4
Ulmus parvifolia Evergreen Elm Caliper Size: 1"	24" Box 9' x 4'	*ADWR	38
Chilopsis linearis Desert Willow Caliper Size: 1.5"	24" Box 7' x 4'	*ADWR	9
GROUNDCOVERS			QTY
Lantana montevidensis Trailing Lantana 'Gold'	5 Gallon	*ADWR	83
Myoporum parvifolium Myoporum	5 Gallon	*ADWR	12
SHRUBS / ACCENTS			QTY
Hesperaloe parviflora Red Yucca	5 Gallon	*ADWR	63
Leucophyllum laevigatum Chihuahuan Sage	5 Gallon	*ADWR	34
Ruellia peninsularis Baja Ruellia	5 Gallon	*ADWR	49
Existing Landscape - Protect in Place			
Decomposed Granite, 3/4" Screened, Madison Gold 2" deep in planting areas per plan.			18,085 sq.ft.
'Midiron' Bermuda Turf Sod		Overseed in winter 5,050 s.f.	
Wood Fiber Surfacing			3,045 s.f.

*ADWR = Arizona Department of Water Resources Approved Low-Water Use Plant

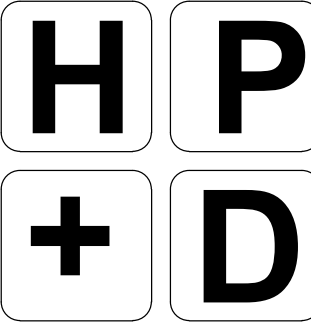
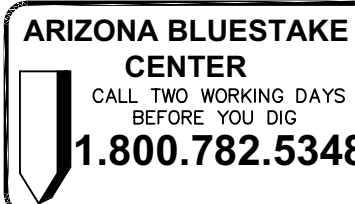
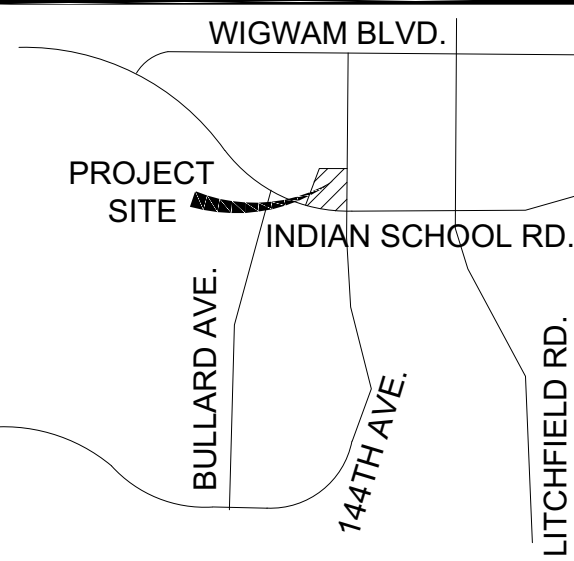
GOODYEAR LANDSCAPE NOTES

- A. ALL GENERAL CONSTRUCTION NOTES SHALL APPLY.
B. ALL SIGNS, MONUMENT WALLS AND SITE LIGHTING REQUIRE SEPARATE BUILDING APPROVAL.
C. ALL FIRE HYDRANTS SHALL REQUIRE A 7-FOOT CLEARANCE IN ALL DIRECTIONS TO ANY NEW OR EXISTING LANDSCAPE.
D. SUBSTITUTIONS IN TYPE, AND/OR DEVIATIONS IN SIZE OR QUANTITY FROM THE APPROVED LANDSCAPE OR IRRIGATION PLANS SHALL NOT BE PERMITTED WITHOUT PRIOR WRITTEN APPROVAL FROM THE CITY OF GOODYEAR. (CONTACT THE CITY LANDSCAPE TECHNICIAN REGARDING ALL PLANTING AND IRRIGATION SUBSTITUTIONS AT 623-882-7979.)
E. ALL PLANT MATERIAL LOCATED IN THE PUBLIC RIGHTS-OF-WAY OR CITY OF GOODYEAR MAINTAINED AREAS SHALL BE IN COMPLIANCE WITH THE DEPARTMENT OF WATER RESOURCES LOW WATER USE PLANT LIST FOR THE PHOENIX ACTIVE MANAGEMENT AREA.
F. ALL PLANT MATERIAL AND SPECIFICATIONS SHALL CONFORM TO THE ARIZONA NURSERYMAN ASSOCIATION CURRENT STANDARDS.
G. THE CONTRACTOR IS TO ENSURE A ONE-FOOT CLEARANCE BETWEEN THE SIDEWALK AND MATURE TREE CANOPY.
H. PLANT LEGEND PROVIDED FOR CONTRACTOR'S CONVENIENCE. CONSTRUCTION PLANS TAKE PRECEDENCE.
I. A 10-FOOT CLEARANCE SHALL BE MAINTAINED BETWEEN A TREE TRUNK AND A UTILITY LINE.
J. ALL EXISTING LANDSCAPE AND IRRIGATION SYSTEMS THAT ARE DESIGNATED TO REMAIN ON THE APPROVED LANDSCAPE PLANS SHALL NOT BE DAMAGED OR DESTROYED DURING CONSTRUCTION. ANY DAMAGE THAT DOES OCCUR DURING CONSTRUCTION SHALL BE REPLACED IN KIND BY THE CONTRACTOR.
K. SIDEWALK AND PAVING CONSTRUCTION THAT ARE PART OF THE LANDSCAPE IMPROVEMENTS SHALL BE IN COMPLIANCE WITH ALL ON-SITE PAVING AND SHALL MEET DESIGN AND CONSTRUCTION REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT (ADA).
L. "AS-BUILT" DRAWINGS, CERTIFIED BY THE DEVELOPER'S LANDSCAPE ARCHITECT, SHALL BE SUBMITTED AND APPROVED PRIOR TO ISSUANCE OF A BUILDING "CERTIFICATE OF OCCUPANCY."

LANDSCAPE ARCHITECT

HARRINGTON PLANNING + DESIGN (HP+D)
3116 S. MILL AVENUE, SUITE 305
TEMPE, ARIZONA 85282
JASON HARRINGTON, RLA, ASLA, ASIC, APWA
(480) 250-0116
JASON@HARRINGTONPLANNINGDESIGN.COM

VICINITY MAP



HARRINGTON
PLANNING + DESIGN
1921 S Alma School Rd, Suite 204
Mesa, Arizona 85210
Tel: 480-250-0116
www.HarringtonPlanningDesign.com

PRELIMINARY
NOT FOR CONSTRUCTION



DESERT SPRINGS
COMMUNITY CHURCH

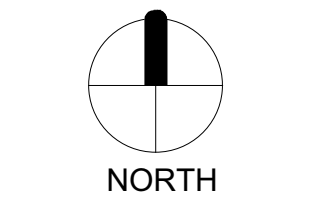
14440 W Indian School Road
Goodyear, Arizona 85395

REV. COMMENT DATE

Preliminary Submittal 01.28.22
ISSUE DATE

LANDSCAPE PACKAGE

January 28, 2022
DRAWN BY: TW
CHECK BY: JEH
PROJ. NO.: 2021-022
CASE NO.: N/A



0 20 40 80

LANDSCAPE
MASTER PLAN

L1.0

4-14-22

Desert Springs Church/ BGW Architects
Special Exception for Height of Campus "Tower" Element

A proposed design on the Desert Springs Church campus is for a new "tower" element to act as a landmark for the campus and to be built as a tie in to the existing outdoor prayer pavilion. See photos below for location.

From an architectural and urban design perspective - If this piece were able to be taller than the rest of the campus, it would visually improve the site as a whole for the adjoining public since it helps to create varying heights on the campus instead of a horizontal line. We would like to request a special exception to allow this one element to be 4' feet taller than the other buildings on the campus which have a maximum height of 30' in order to help create this visual benefit. The tower therefore would stand at 34'-0".

Thank you,





May 6, 2003

Dr. Bob Terrell
Christ's Community Church
14621 West Windward Avenue
Goodyear, Arizona 85338

RE: Planning & Zoning Commission and City Council Approval of Special Use Permit Case SU-01-03, Christ's Community Church, Northwest Corner of Indian School Road and 144th Avenue

Dear Dr. Terrell:

This is to inform you that the above-referenced case has been approved by the Goodyear Planning & Zoning Commission and City Council. The Planning & Zoning Commission recommended approval of Case SU-01-03 at their regular meeting on March 19, 2003. The City Council then approved the above referenced Special Use Permit request for a church and school campus on April 14, 2003. Approval is subject to the following conditions:

1. The development shall comply with all City Ordinances and all other applicable codes and ordinances, except as modified by the City Engineer;
2. Submittal of an engineered site plan in accordance with the site plan review standards outlined in the Zoning Ordinance, for staff review and approval, prior to any construction of the site;
3. Developer shall provide for the dedication of any necessary easements and rights-of-way, in form and substance acceptable to the City Engineer, prior to issuance of any construction permits on the subject property;
4. Compliance with Goodyear's Engineering Design Standards for all public works construction including the improvement of 144th Avenue, Indian School Road and Hale Irwin to the ultimate grade and alignment as provided in Section 1.1.5(A)1c of the Engineering Standards;
5. The completion of required onsite water and sewer infrastructure for each construction phase to serve the rezoned property prior to issuance of a certificate of occupancy. A minimum water supply of 1500 gpm is required to meet the fire flow requirements for this development;
6. The under-grounding of all utilities within and abutting the rezoned areas per phase prior to issuance of construction permits, excluding power lines of 69 kv or larger;
7. Approval and installation of fire hydrant locations and accesses by the Fire Chief prior to vertical construction. Any areas designated for fire access shall be separated from any proposed drop off and/or loading access areas;

Proud past. Vibrant future!

Community Development Department - Planning & Zoning
190 North Litchfield Road P.O. Box 5100 Goodyear, Arizona 85338
623-932-3005 Fax 623-932-7748 1-800-872-1749 TDD 623-932-6500
www.ci.goodyear.az.us

8. Submission of a grading and drainage report for the subject property with the site plan;
9. No building or structure shall exceed 30 feet in height as prescribed in the commercial development standards of the City of Goodyear Zoning Ordinance;
10. The applicant include a note upon the property deed that, "the property is subject to attendant noise, vibrations and dust and all other effects that may be caused by overflights and by the operation of aircraft landing at, or taking off from the Phoenix-Goodyear Airport and Luke Air Force Base.";
11. Approval of the Special Use Permit does not constitute approval of the conceptual site plan submitted with this application;
12. No modular structures will be allowed on this site;
13. All parking on-site shall be provided on an improved asphalt or concrete surface;
14. All development on the property is subject to the site design and architectural requirements of the Goodyear Design Guidelines;
15. The subject property shall be kept weed and debris free;
16. The subject property shall have a minimum of fifteen (15) percent of the net site/lot area in landscaping acceptable to City staff;
17. The owner/developer of the subject property shall minimize the amount of noise "spilling" into abutting residential properties. Building orientations, screening walls and/or other noise mitigation technologies will be considered by Community Development staff through the Site Plan approval process in an effort to minimize noise spill-over into residential properties. The applicant will be required to amend the Special Use Permit if at any time in the future the Church proposes any widely audible device including, but not limited to, bells;
18. The owner/developer shall minimize the amount of light trespass into abutting residential neighborhoods, and general light pollution. Light pole locations and heights, illumination levels and light shielding methods shall be reviewed and approved prior to Site Plan approval in an effort to minimize light trespass into residential neighborhoods;
19. Per the Goodyear Zoning Ordinance, all mechanical equipment, roof-mounted or otherwise must be screened from public view along all street frontages;
20. All future development is subject to Site Plan review and approval by City staff. At which time, all elements of site development will be reviewed, including but not limited to, architecture, landscaping, grading and drainage, infrastructure, parking, access and circulation;

21. A minimum thirty- (30) foot wide landscape setback shall be provided along the 144th Avenue and Indian School Road frontages outside of the right-of-way. Said buffers shall include landscaping only, and shall not include any parking area or structures;
22. No additional median breaks shall be permitted on Indian School Road for this property;
23. The applicant will be required to amend the Special Use Permit if at any time in the future outdoor lighting is proposed (for playing fields or other outdoor activities), which shall currently be prohibited;
24. If at any time in the future residential property owners to the west of the Church property express the need for further buffering, such as raising the height of the existing six-foot (6') wall, the applicant shall be required to coordinate such discussions and construct the necessary improvements, as deemed appropriate by the property owner and City staff;
25. Areas graded for future phases of construction and left vacant shall be treated with a minimum one inch (1") thickness of decomposed granite;
26. Modifications to the median in Hale Irwin Boulevard may be required to accommodate left turn storage into the Church driveway, pending review of additional information with the Site Plan;
27. The Church driveway onto 144th Avenue shall align with Whitton Avenue; and,
28. The Site Plan shall provide further information as to any improvements, modifications and/or crossings that are planned for the drainage channels along Indian School Road and along the west property line. Said improvements are subject to review and approval by City staff through the Site Plan review process.

Approval of the Special Use Permit allows the owner/developer to proceed with the development process, beginning with the Site Plan Review process. Should you have any questions, please contact my office at 623.932.3005.

Sincerely,
THE CITY OF GOODYEAR



Karen L. Keith, AICP
Planner II

Cc: File

Desert Springs Community Church

Special Use Permit

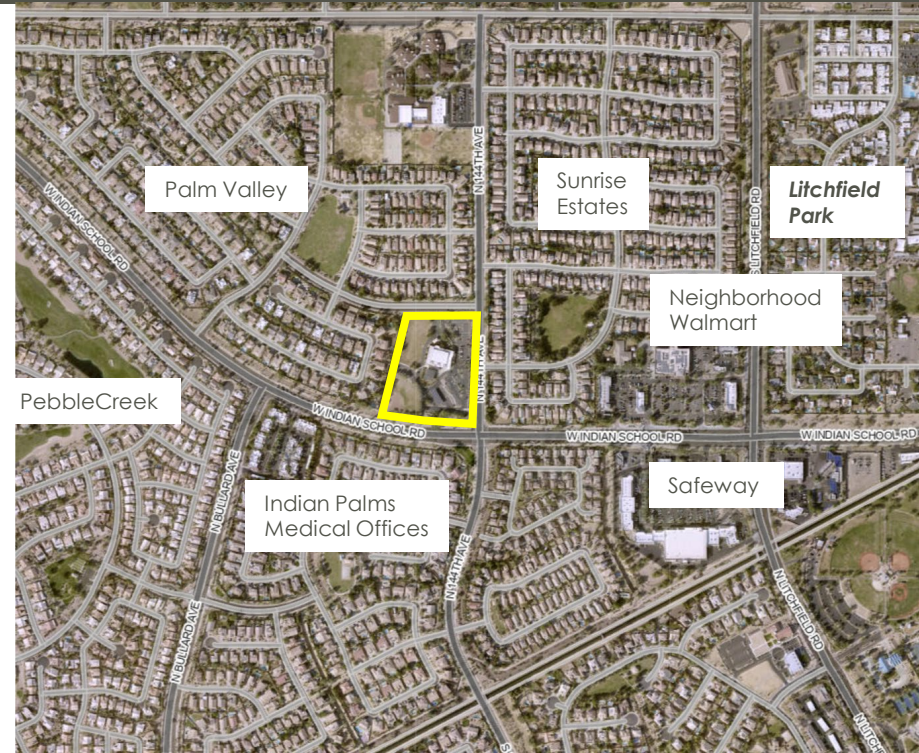


Location



NWC OF W INDIAN SCHOOL ROAD AND N 144TH AVENUE

- Located within Palm Valley Phase 3B Planned Area Development
- Zoned Planned Area Development (PAD) / C-2 General Commercial zoning

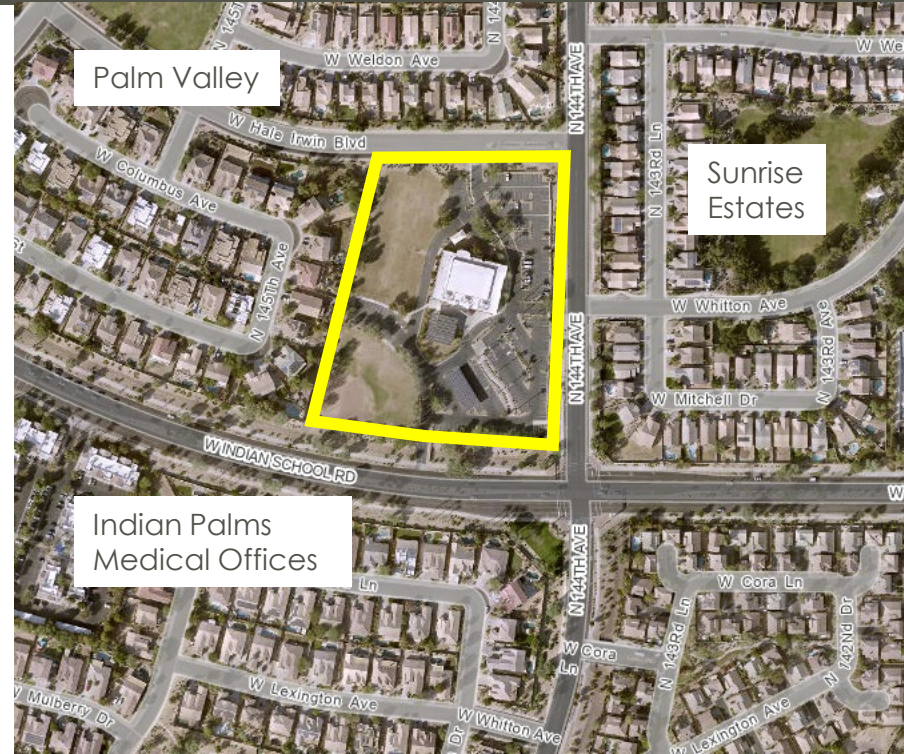


Approval History



NWC OF W INDIAN SCHOOL ROAD AND N 144TH AVENUE

- The original Special Use Permit for the church was approved in 2003
- This Special Use Permit request is to allow expansion of the existing building, construction of new auditorium and increase the allowed building height for a new tower



W. HALE ROWN BLVD.
(40' ROW)

221
APN: 508-01-653

221
APN: 508-01-654

223
APN: 508-01-656

224
APN: 508-01-657

225
APN: 508-01-658

10' BUFFER

50' DRAINAGE EASEMENT

W. INDIAN SCHOOL RD.
(65' ROW)

N. 14TH AVE.
(42' ROW)

Phase 1

Phase 2

Proposed Auditorium

Existing Building

34-foot tower

Future Purpose Building Expansion (4,307 SF)

Open Space Playground

New Hydrant

New FDC

New Retention

New Water and Sewer Service

Fire Radius, Typ

50' WIDE X 2.5' DEEP CONCRETE CHANNEL

10' BUFFER

50' DRAINAGE EASEMENT

W. HALE ROWN BLVD.
(40' ROW)

W. INDIAN SCHOOL RD.
(65' ROW)

N. 14TH AVE.
(42' ROW)

221
APN: 508-01-653

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APN: 508-01-654

223
APN: 508-01-656

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APN: 508-01-658

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W. HALE ROWN BLVD.
(40' ROW)

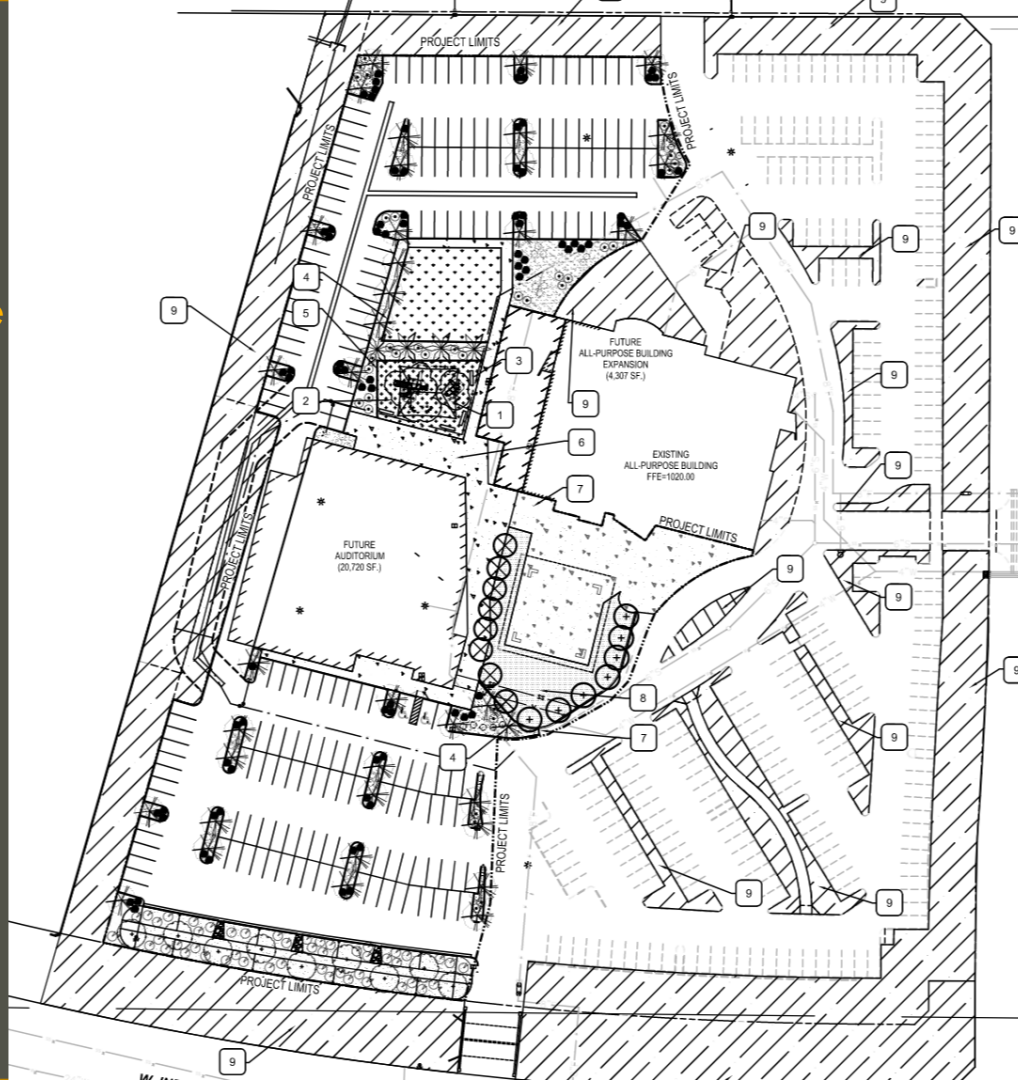
W. INDIAN SCHOOL RD.
(65' ROW)

N. 14TH AVE.
(42' ROW)



Proposed Landscape Plan

- Existing landscape will be protected in place



- Landscape will be replaced as needed in Phase I



Conceptual Elevations – Proposed Addition



Conceptual Elevations – Proposed Auditorium



Special Use Permit evaluation criteria



ZONING ORDINANCE SECTION 1-3-4

1. Will be desirable or necessary to the public convenience or welfare;
2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites;
3. Is in conformance with the adopted General Plan and any adopted Area Plans;
4. Will not be detrimental to surrounding properties in the area due to:
 - a) Impact on the circulation system of the adjacent neighborhood:
 - b) Excessive noise or light generated from within the site:
 - c) Excessive scale or height in relationship to surrounding properties:
 - d) Hours of operation:
 - e) Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties:
 - f) Inconsistency with the development character or architecture of the adjacent properties:



Public Participation

NOTICES AND CITIZEN REVIEW MEETING

- A Citizen Review Meeting was held on May 16th
 - Eleven residents attended
 - Four residents expressed concerns with the height of the proposed auditorium, proximity of the auditorium to the adjacent residential properties, and unknown time for the construction of the auditorium
- Staff has received emails and a letter from one resident expressing concerns about property values

Recommendation

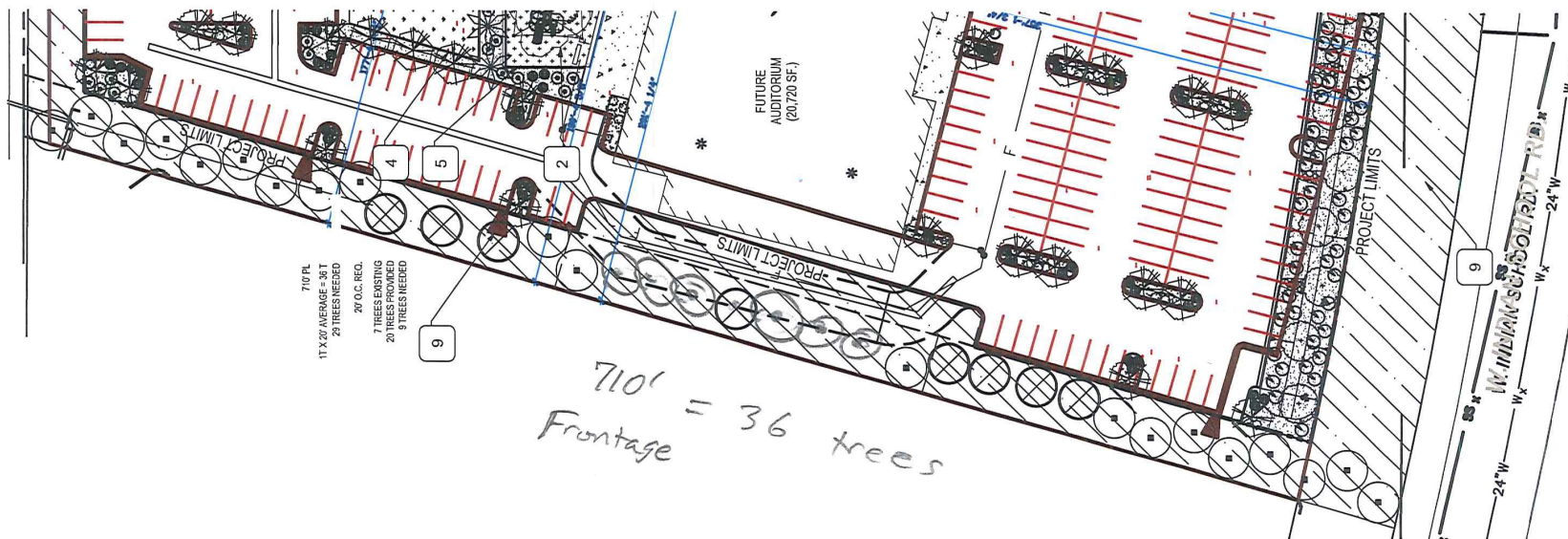


APPROVAL SUBJECT TO STAFF STIPULATIONS

- Application complies with the city's Zoning Ordinance, Engineering Design Standards and all other city requirements.
- Planning and Zoning Commission recommended approval unanimously (7-0) on 6/15/2022



DESERT SPRINGS
CHURCH





RCC
DESIGN
GROUP, LLC

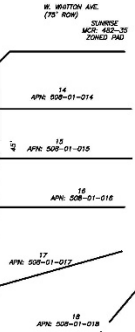
42150
JULIE S. RAYBURN
06/08/2022



CONCEPTUAL SITE PLAN

PROJECT NO.	21-040-50
DRAWING NO.	00000
DATE:	03/03/22
DRAWN BY:	JSR/SWR
CHECKED BY:	JSR/SWR
REVISIONS:	

C1SP
1 OF 1
CONCEPTUAL
SITE PLAN

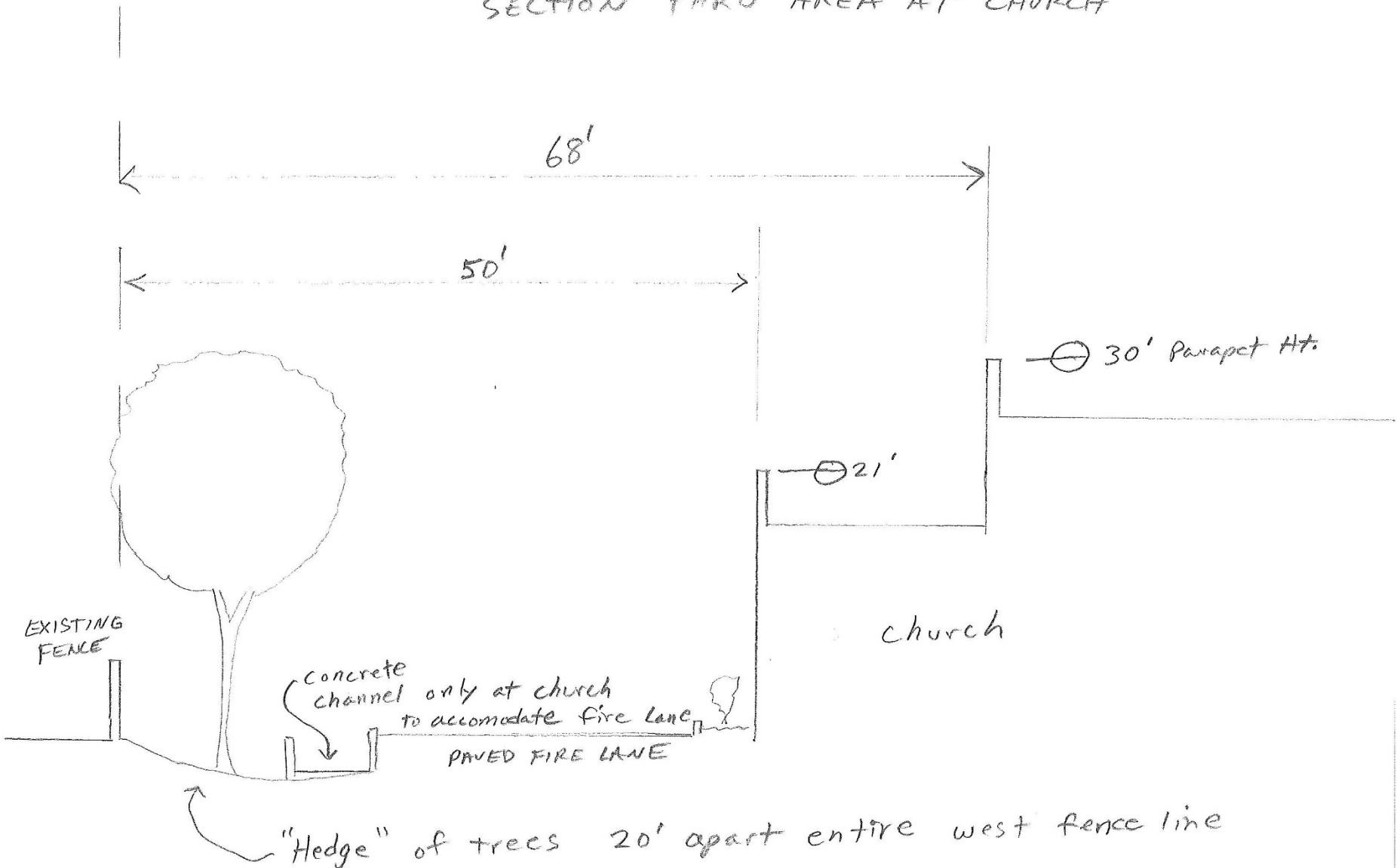


COMMUNITY NUMBER	PANEL NUMBER	PANEL DATE	SUFF.
040046	04013C2155	10/16/13	

FLOOD ZONE DESCRIPTION:
0.2% ANNUAL CHANCE FLOOD HAZARD, AREAS OF
DEPTH LESS THAN ONE FOOT OR WITH DRAINAGE

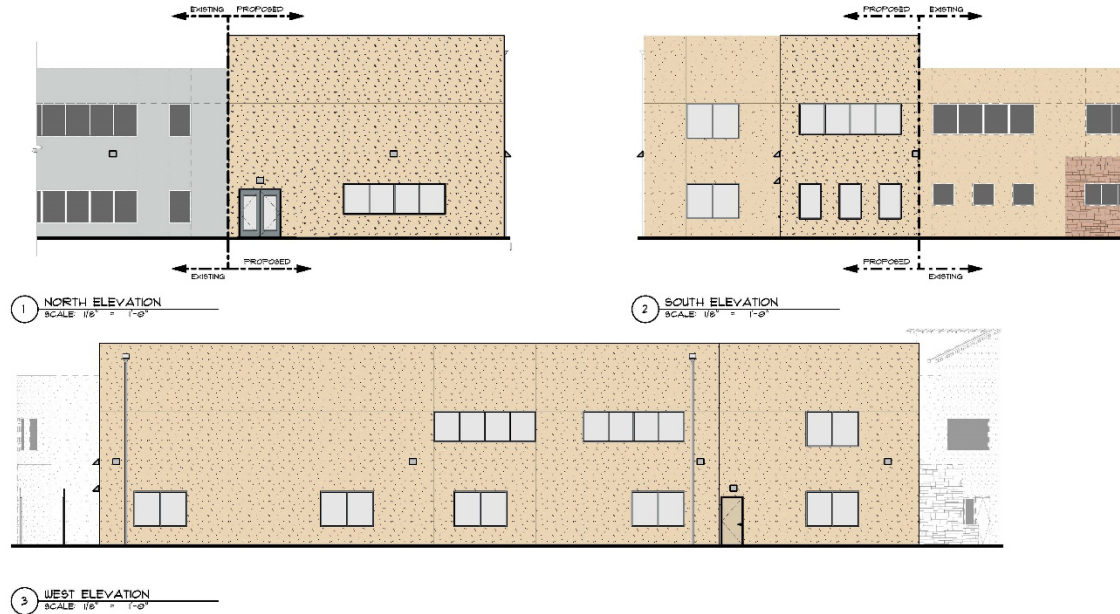
PARKING CALCULATIONS			
BUILDING IDENTITY	AREA	PARKING REQUIRED	SPACES REQUIRED
EXISTING CLASSROOMS	23,394	1 SP PER 375 SF	62.38
EXISTING APARTMENT	9,482	1 SP PER 75 SF	123.23
EXISTING CORRIDOR	1,397	1 SP PER 200 SF	6.99
PROPOSED CLASSROOM	4,879	1 SP PER 375 SF	12.97
PROPOSED APARTMENT	1,397	1 SP PER 75 SF	18.49
PROPOSED CORRIDOR	748	1 SP PER 300 SF	2.49
TOTALS	32,889		226.65
EXISTING PARKING RAVELIN	4,510	1 SP PER 300 SF	15.03
TOTALS	4,510		15.03
FUTURE ASSEMBLY	1,397	1 SP PER 75 SF	18.49
FUTURE CORRIDORS	10,335	1 SP PER 300 SF	34.45
TOTALS	11,732		52.94
TOTALS	62,195		427.60
TOTAL PARKING	STANDARD SPACES	426 NEW SPACES	TOTAL SPACES
	412 SPACES	10 EX + 2 NEW SP	426 SPACES

DESERT SPRINGS CHURCH
SECTION THRU AREA AT CHURCH



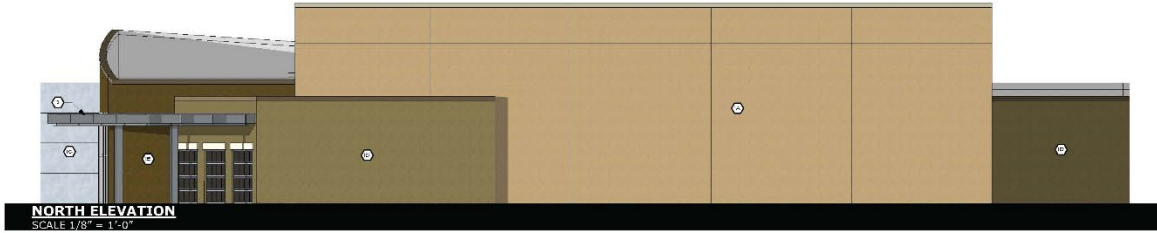
EXTENSION ELEVATION NOTES:

1. PROPOSED ADDITION PARQUET FLOOR: 18" x 8"
2. PROPOSED ADDITION MATERIAL/COLOR: ACETIC PAINT, SAME TO MATCH EXISTING



**PROPOSED ADDITION
EXTERIOR ELEVATIONS**

4/15/22

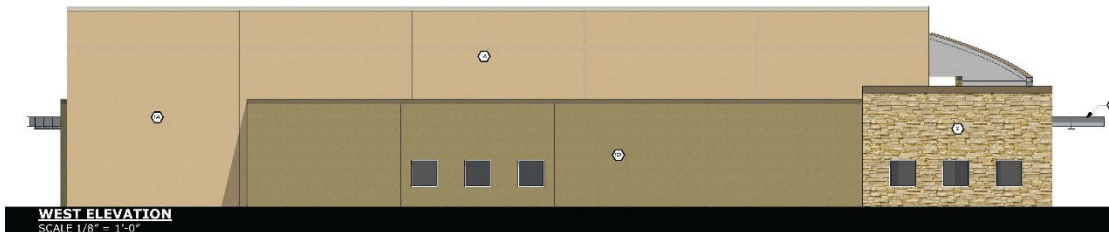
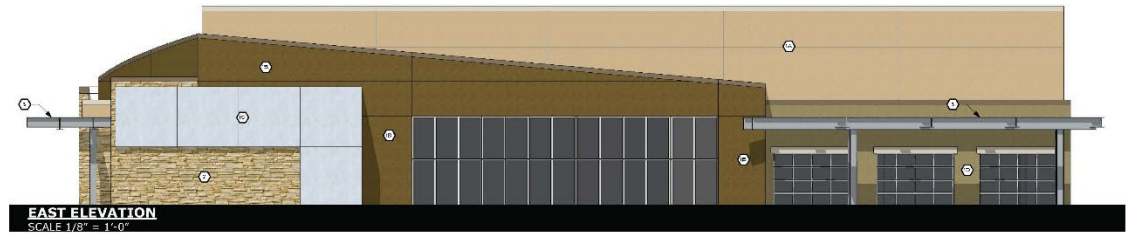


EXTERIOR ELEVATION NOTES:

1. FUTURE AUDITORIUM PARAPET HEIGHT: 34'-0"
2. PROPOSED "TOWER" HEIGHT: 34'-0"
- (SEE "TOWER" LIGHT SPECIAL EXCEPTION NARRATIVE)

FUTURE AUDITORIUM EXTERIOR FINISH SCHEDULE

EXTERIOR MATERIAL	
1	1. STONE: ADHESIVE MOUNT, COLOR: TAN (MATCH EXISTING SUBSTRATE)
2	2. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
3	3. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
4	4. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
5	5. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
6	6. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
7	7. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
8	8. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
9	9. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)
10	10. STONE: ADHESIVE MOUNT, COLOR: BROWN (MATCH EXISTING SUBSTRATE)



ITEM #: 8.
DATE: 06/27/2022
AI #:935



CITY COUNCIL ACTION REPORT

SUBJECT: SPECIAL USE PERMIT FOR THE HOPE ASSEMBLY CHURCH

STAFF PRESENTER(S): Steve Careccia, Planning Manager

OTHER PRESENTER(S):

Isaac Newman, Hope Assembly Church

SUMMARY

Public hearing and request for a Special Use Permit for the Hope Assembly Church. The church is proposed within an existing building located at the northeast corner of Auto Drive and 137th Avenue within the Palm Valley Crossing Planned Area Development.

Recommendation

Approve the request for a Special Use Permit for a church proposed within an existing building on property within the Palm Valley Crossing PAD, subject to stipulations. (Steve Careccia, Planning Manager)

STIPULATIONS

1. The requirements of Ordinance 07-1058, including the requirement of compliance with the Palm Valley Crossing Planned Area Development (PAD) Amendment dated December 2006, the Palm Valley Crossing Development Guidelines) except as amended herein;
2. A site plan for the change of occupancy contemplated by the Special Use Permit is not required and the Palm Valley Crossing Site Plan Church – Building A submitted with the application for a special use permit is not approved;
3. Parking shall be provided in conformance with the requirements for Institutional Use Classification set forth in Section 6-4-2 (G) of the city of Goodyear Zoning Ordinance and owner/operator shall demonstrate such conformance prior to issuance of a Change of Occupancy allowing the existing structure to be occupied and operated as a church;
4. In no instance shall parked vehicles obstruct designated fire lanes or public streets. Any observed obstruction by city staff shall be immediately remediated by the owner/operator and owner/operator shall prepare a traffic management plan to prevent future obstructions, which shall be completed and submitted to the Fire Chief and Director of Engineering or their respective designees within 30 days of city staff's observation of the obstruction of the fire lanes and/or public streets. Said plan shall require approval from the Fire Chief and Engineering Director, or designees. The failure to comply with the requirements set forth

herein can result in the termination of this Special Use Permit by the City Council, through the public hearing process, if the approved traffic management plan required herein is not in place and implemented in a timely fashion following city staff's observations of obstructions to designated fire lanes and/or public streets;

5. The approval of this Special Use Permit does not constitute approval for any exterior modifications to the building or any other changes to the property or building and no modifications to the exterior to the building or any other changes to the property or building shall be undertaken without the owner/operator having first obtained all required permits and approvals from the city;

6. Except as otherwise expressly provided herein, neither a private school nor day care shall be operated on the property subject to the Special Use Permit. Child care services offered during church services are not considered day care and may be provided;

7. The approval of this Special Use Permit does not constitute approval for any signage associated with the use of the property subject to this use permit as a church. All signage on the Property shall comply with Article 7 (Sign Regulations) of the city of Goodyear Zoning Ordinance and the Comprehensive Sign Package for Palm Valley Crossing; and,

8. Prior to occupancy of the building, the church shall obtain approval of a Change of Occupancy from the city of Goodyear.

FISCAL IMPACT

Although a fiscal impact analysis has not been conducted on this specific project, all new development will have an ongoing fiscal impact on the city. The development is responsible for construction of infrastructure necessary to serve the site and will generate one-time revenue for the city through payment of permits, construction sales tax and development impact fees. Longer term fiscal impacts include increased demands for municipal services, the costs of which may or may not be offset by increased property values/tax levies, city sales tax, state shared revenues and the increased demand for commercial and retail development. Any areas that will be maintained by the city are constructed by the developer and then conveyed to the city two years after construction.

BACKGROUND AND PREVIOUS ACTIONS

The property is a part of the Palm Valley Crossing PAD, as amended. The PAD provides for automotive-related, commercial and certain light industrial type uses. The PAD was initially approved in 1995 with the adoption of Ordinance No. 95-523. The subject property is in a portion of the PAD that was amended in 2007 with the adoption of Ordinance No. 07-1058. The purpose of the amendment was to modify certain development standards and land uses within this portion of the PAD.

The property is developed with an existing building consisting of approximately 15,578 square feet (13680 West Auto Drive, Building A). The site plan for this development was approved on November 21, 2018. A re-plat for the property was recorded on March 10, 2020. The property is designated as Lot 9A (1.255 acres) on the re-plat.

The Planning and Zoning Commission heard this item at their regular meeting of June 125, 2022. The Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy:

Pursuant to Section 4-1-2 of the Zoning Ordinance (Special Uses Considered in any District), a church or other house of worship may be considered as a Special Use in any zoning district.

Pursuant to Section 1-3-4 of the Zoning Ordinance (Special Use Permits), a Special Use requires review by the Planning and Zoning Commission and approval from the City Council through the public hearing process.

Details of the Request:

The applicant is requesting approval of a Special Use for a church on the property. The church will lease an existing building onsite for their services and other activities. The building consists of approximately 15,578 square feet within a fully improved site. The building will remain essentially as is, with only interior modifications. No changes to the exterior of the building or site are proposed.

The project narrative indicates one in-person service a week will be provided - 11:00 AM on Sundays. Other services will be provided virtually, such as Bible study, prayer services and Christian educational services for children. Day care or a formal school are not a part of this request. The initial congregation is anticipated to be 200 members with the intent to grow the congregation subject to conformance with city parking and building occupancy requirements.

Section 1-3-4 of the Zoning Ordinance, Special Use Permits, states that Special Use Permits may be approved or approved with conditions only upon a finding the proposed use meets the criteria as set forth therein. The criteria and staff analysis are provided below:

1. Will be desirable or necessary to the public convenience or welfare.

The use of the vacant building for a small but growing church will provide additional worship opportunities for the citizens of Goodyear while providing utilization of a vacant building.

2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites.

The use of the property as a church can be harmonious and compatible with the other uses adjacent to and in the vicinity of the property, provided that the church accepts the fact that it will be located within a commercial and flex-industrial area and the permitted uses on the surrounding properties may at times generate noise, light and traffic. With regard to church services and activities, they should have no adverse impact on the surrounding properties given all activities will occur indoors. Further, the traffic study found no adverse impacts to the city's roadways. Parking spaces will be provided in conformance with city standards by onsite spaces and through shared parking agreements.

3. Is in conformance with the adopted General Plan and any adopted Area Plans.

The property is located within the Business and Commerce land use category as established within the General Plan, and this land use supports public and community

facilities such as churches.

4. Will not be detrimental to surrounding properties in the area due to:

a. Impact on the circulation system of the adjacent neighborhood.

The roadways in the adjacent area are fully improved and completed to collector road standards. The traffic study did not identify any conflicts from the operation of the proposed church nor indicate any additional roadway improvements were required. With regard to parking, the church will utilize 60 parking spaces located on the property and adjoining lot per a shared parking agreement. The church also has a shared parking agreement with the property owner to the west for use of an additional 86 parking spaces within an overflow parking lot. With these additional spaces, the church will meet its minimum parking requirement of 145 spaces, which is based on building area (one space per 75 square feet of public assembly area and one space per 300 square feet of other indoor areas).

b. Excessive noise or light generated from within the site.

Activities for the church will occur indoors within an existing building. No new equipment will be added to the existing building that will generate excessive noise or light.

c. Excessive scale or height in relationship to surrounding properties.

The church will lease an existing building in an area containing buildings of similar scale and height. As such, there should be no conflicts given the similar building types within this area.

d. Hours of operation.

The church does not propose hours of operation that would adversely impact any neighboring property. Rather, it is anticipated that the church's primary event (Sunday service) will occur during a time when several of the other surrounding businesses are closed or have reduced hours of operation. Staff does not propose any restrictions on hours of operation with this Special Use Permit.

e. Inadequate parcel size to provide adequate buffers or mitigation to surrounding properties.

There is no need for buffers or mitigation given the adjacent uses are non-residential in nature, with operations that should not be adversely impacted by the presence of a church providing services from an existing building.

f. Inconsistency with the development character or architecture of the adjacent properties.

The church will be leasing an existing building that was designed to complement the other buildings in the area. As the church does not plan any exterior modifications or changes to the site configuration, there will be no inconsistency of character or architecture.

Fire Department:

Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#181	2.32	1.16	2.32	1.16

2nd nearest Fire Station	Shortest path		Longest path	
	Mins	Miles	Mins	Miles
#183	4.83	2.42	4.83	2.42

Public Participation:

In accordance with the city's Citizen Review Ordinance, a notice was sent to all property owners within 500 feet of the Property.

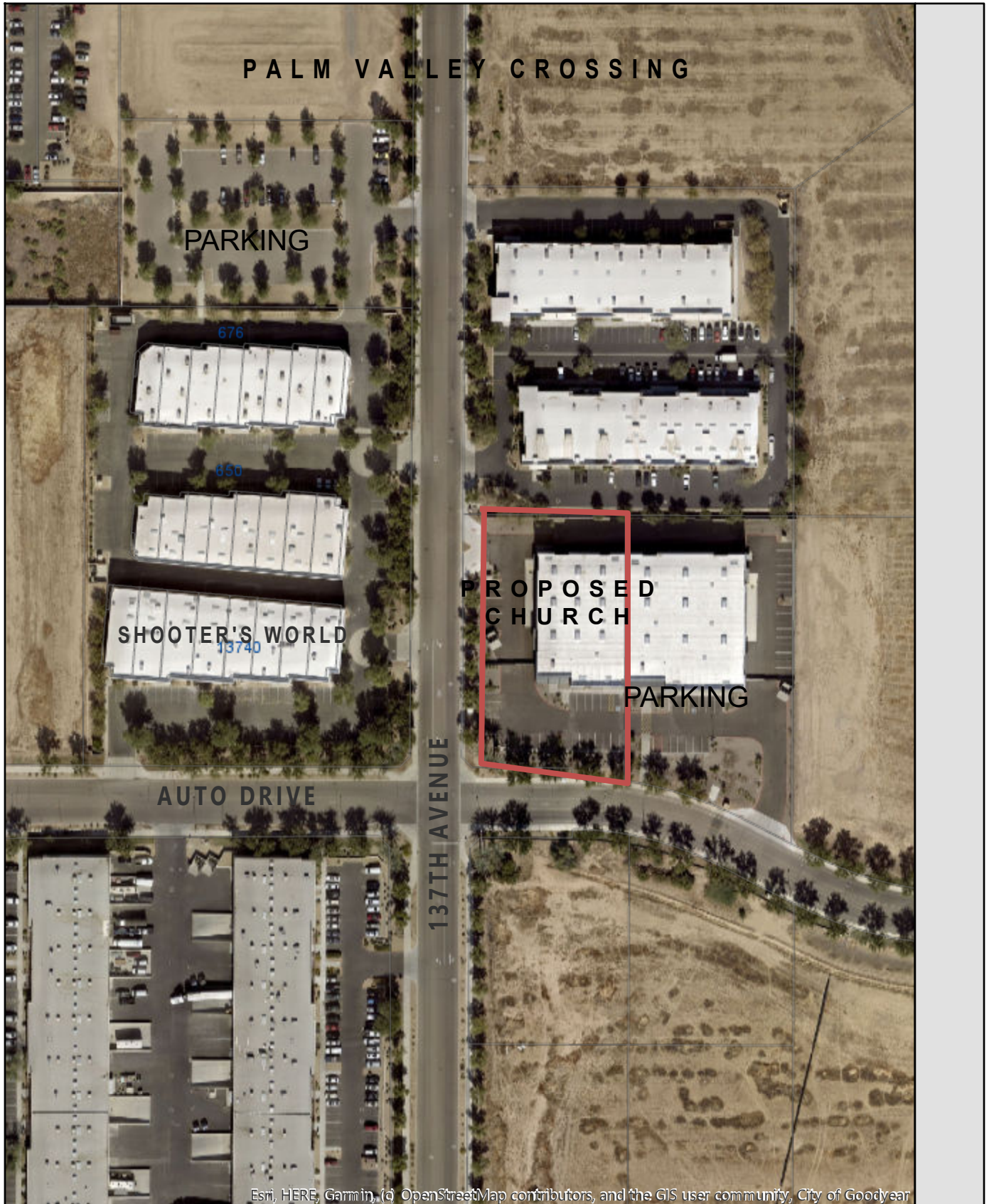
Notice for the public hearings before the Planning and Zoning Commission and City Council included the following: a notice mailed to surrounding property owners within 500 feet of the Property; a sign posted on the property; and a legal notice published in the Arizona Republic, Southwest Edition.

The Planning and Zoning Commission considered this item at a public hearing held on June 15, 2022. Staff and the applicant provided an overview of the request to the Commission. The Commission then closed the public hearing and unanimously voted (7-0) to forward a recommendation of approval to the City Council. No one from the public spoke on this item. There was no opposition to this item voiced at the public hearing.

Attachments

1. Aerial Photo
 2. Project Narrative
 3. Palm Valley Crossing Site Plan
- Staff Presentation

AERIAL PHOTO





HOPE ASSEMBLY
13680 W. Auto Drive
Building A
Goodyear, AZ 85338
(623) 845-0310 Office
Dr. Gregory W. Newman, Pastor

About Us

At Hope Assembly, we believe our best days are still out in front of us. Whether in-person or online, we invite you to experience our service and be a part of the Hope Assembly family. The Bible says when you are planted in the house of the Lord, you will flourish.

Founded in 1981, Hope Assembly formerly known as El Bethel is an apostolic, multicultural church led by our new Pastor, Dr. Gregory Newman II. Deeply rooted in the West Valley of Phoenix, AZ our founders Bishop Gregory and Elect Lady Cynthia Newman tilled the land in ministry some 40 years. Best known for his book "The Anthology of Communion" Bishop Newman is committed to authoring more books and Lady Cynthia's charity Tinnyz Kickz for Kids will continue hosting grand events giving away shoes to children and amputees.

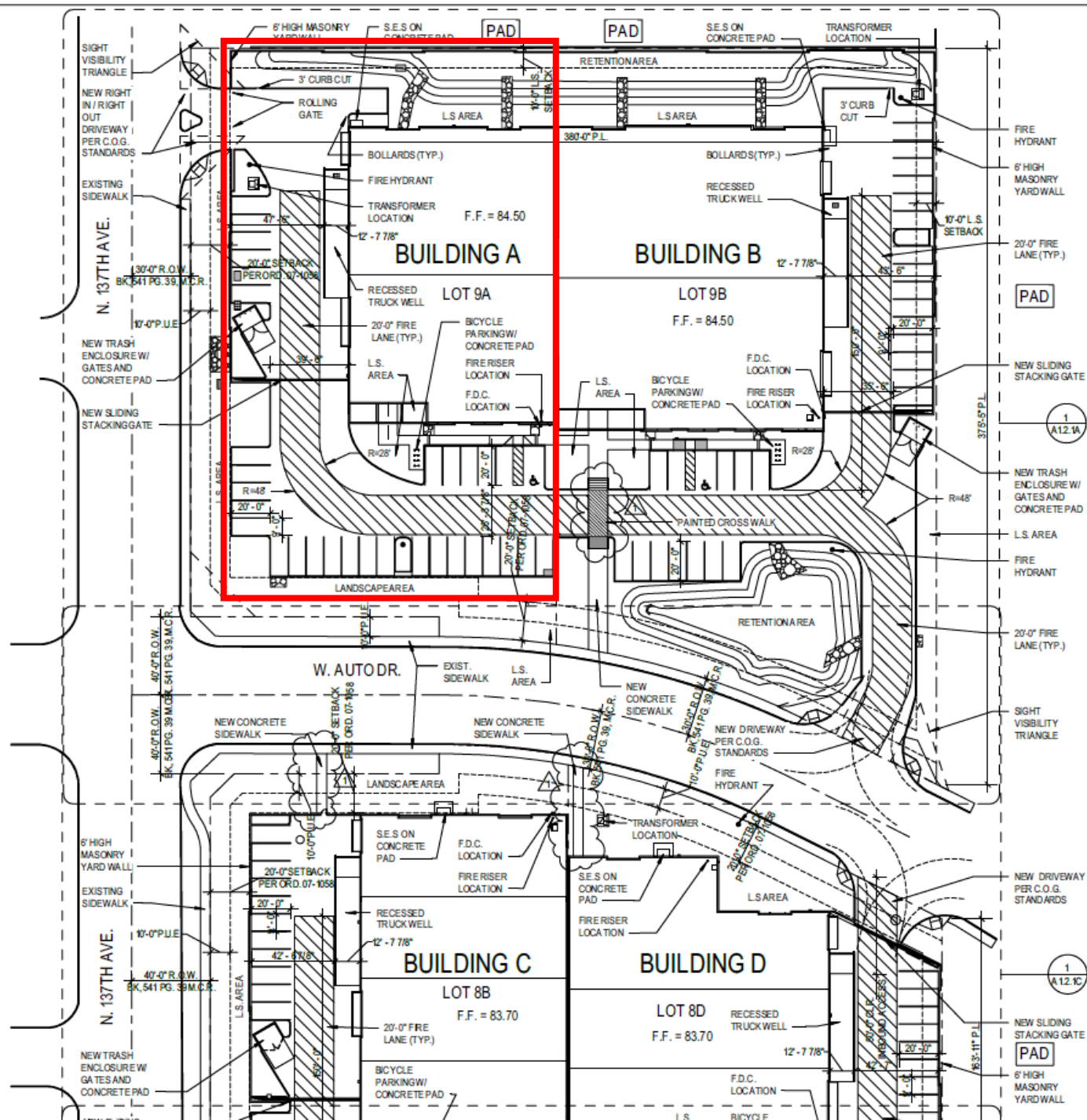
Our new pastor Dr. Gregory Newman II, former CEO of GCNGI, Inc. based in London, UK has stood beside our founders and extends a hand of help to the needy, a heart of compassion to the hurting, and a message of empowerment to the disenfranchised. Under his leadership and fresh start in a new location under construction, he plans to prioritize growth with diversified worship experiences tailored to the generational needs of living a victorious and stress-free life.

Additional Information

Amid the recent pandemic our plans are to increase our online presence indefinitely offering bible study, prayer service, workshops and special seminars virtually, limiting our church services to one day a week with the exception of any special services. We do not offer any day care services; however, our kid's Christian education classes are offered online. We'll host 200 church attendees on Sunday's with plans to eventually grow the congregation, at such time we will secure additional parking according to code. Our location is a leased property, no changes or modifications to the grounds or exterior of the building are allowed.

Palm Valley Crossing
Site Plan

Church – Building A

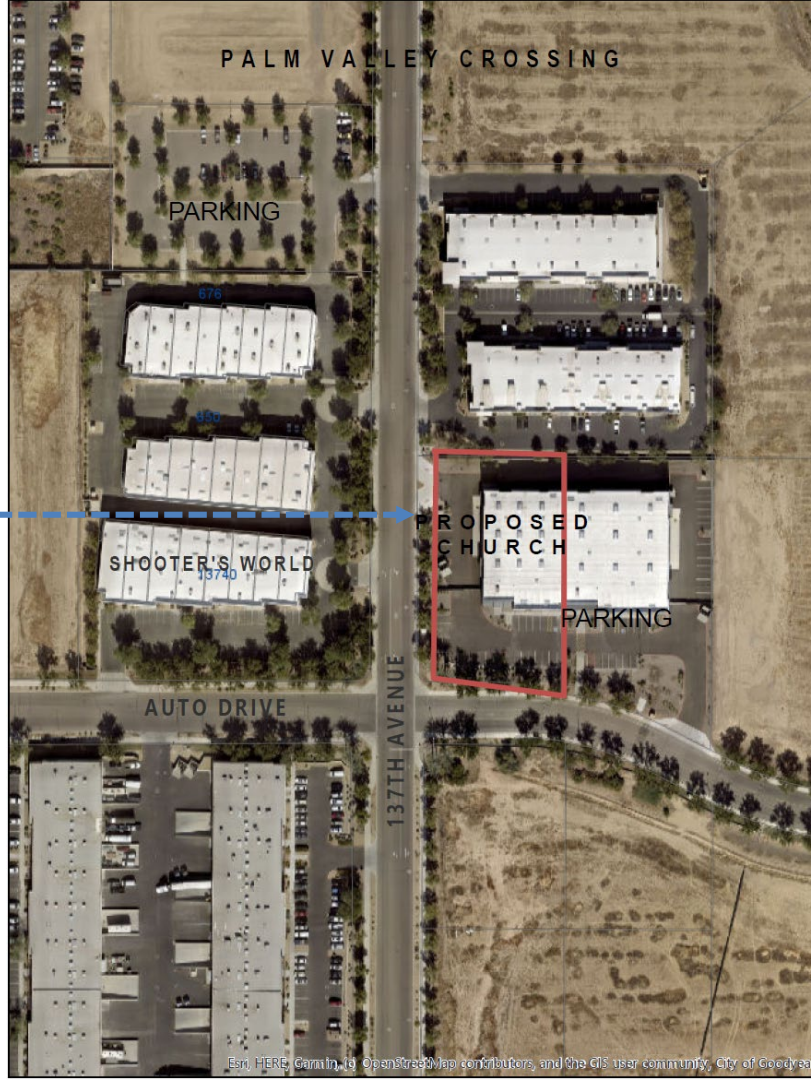
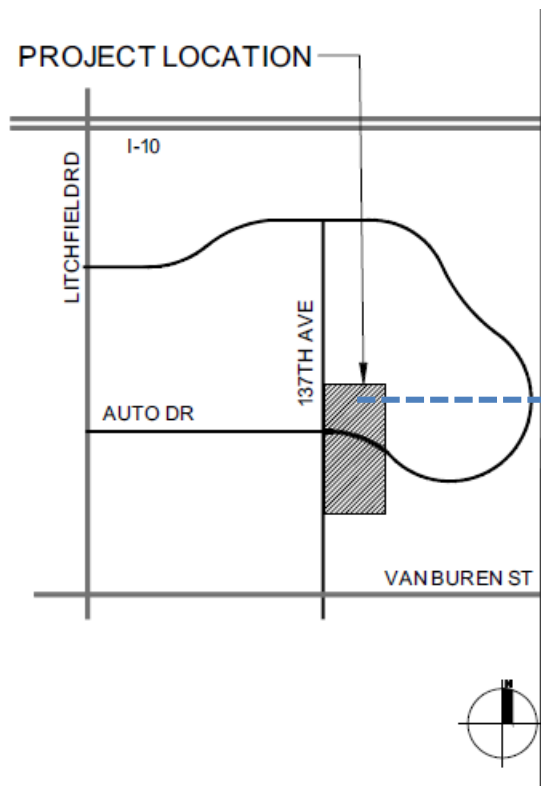


**Special Use Permit
Hope Assembly Church**



**City Council
June 27, 2022**

PROJECT LOCATION



HOPE ASSEMBLY



BACKGROUND

- Palm Valley Crossing PAD
- Initial adoption 1995
- Several amendments
- Subject property subject to 2007 amendment
- 1.2 acres
- Site plan approved 2018
- Developed with 15,578 SF building

HOPE ASSEMBLY



CURRENT POLICY

Section 4-1-2 of the Zoning Ordinance (Special Uses Considered in any District) establishes a church or other house of worship may be considered as a Special Use in any zoning district

Section 1-3-4 of the Zoning Ordinance (Special Use Permits) establishes a Special Use requires review by the Planning & Zoning Commission and approval from the City Council through the public hearing process

HOPE ASSEMBLY

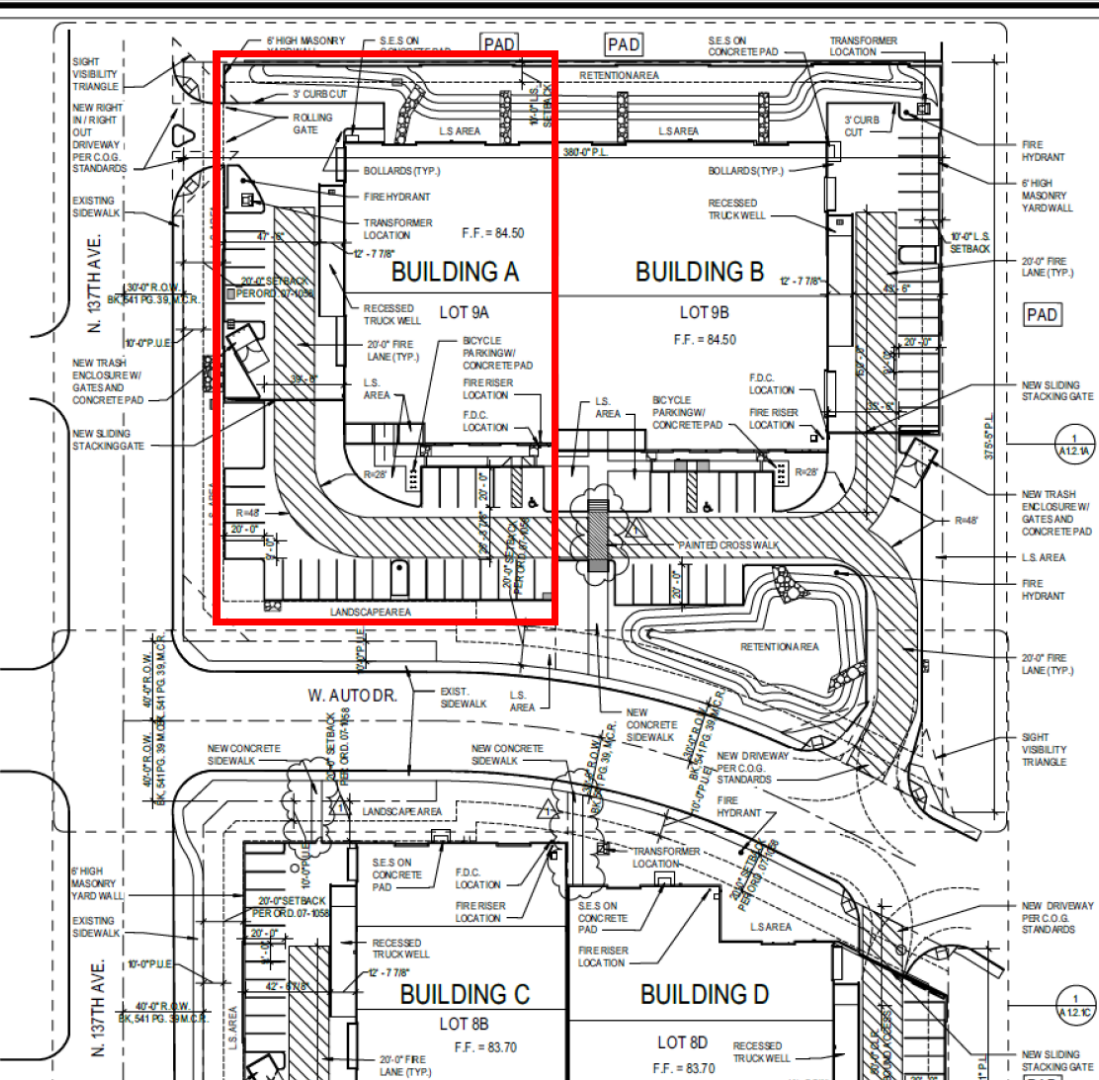


REQUEST

- Approval of SUP for church in existing building
- 15,578 SF
- Site fully improved (parking, access, landscaping)
- Only interior modifications
- No exterior or site modifications
- Church service on Sunday
- Other services offered, in person and virtually
- 200 members anticipated
- Day care/school not included in SUP

Palm Valley Crossing
Site Plan

Church – Building A



HOPE ASSEMBLY



EVALUATION

1. Will be desirable or necessary to the public convenience or welfare
2. Will be harmonious and compatible with the other uses adjacent to and in the vicinity of the selected site or sites
3. Is in conformance with the adopted General Plan and any adopted area plans
4. Will not be detrimental to surrounding properties in the area due to:
 - a. Impact on the circulation system
 - b. Excessive noise or light
 - c. Excessive building scale or heights
 - d. Hours of operation
 - e. Inadequate parcel size
 - f. Inconsistency of development character

HOPE ASSEMBLY



EVALUATION

1. Church will occupy existing building, no exterior or site modifications
2. No issues with excessive noise or light
3. Proposed in non-residential area, no incompatibilities with residential
4. No issues with hours of operation
5. Site and off-site improvements completed
6. Surrounding roadways improved
7. Parking addressed onsite and with shared parking agreements

HOPE ASSEMBLY



PUBLIC NOTIFICATION

- Citizen review
- Notification for public hearings
- Website – Current Development Applications
- No formal opposition to date

HOPE ASSEMBLY



FINDINGS & RECOMMENDATION

- Meets findings for Special Use Permit
- Staff recommends approval
- Planning & Zoning Commission – June 15
- Commission recommends approval

ITEM #: 9.
DATE: 06/27/2022
AI #:936



CITY COUNCIL ACTION REPORT

**SUBJECT: ZONING ORDINANCE TEXT AMENDMENT FOR
DRIVE-THROUGH RESTAURANTS**

STAFF PRESENTER(S): Steve Careccia, Planning Manager

SUMMARY

Public hearing and request for a staff-initiated amendment to Article 2-2 (Definitions), Article 3 (Zoning Districts), and Article 4 (Special Uses, Uses Requiring Additional Evaluation, Nonconforming Uses and Buildings) of the city of Goodyear Zoning Ordinance to modify definitions, use classifications and design standards applicable to drive-through restaurants within the city's commercial zoning districts. The general intent of this text amendment is to allow drive-through restaurants meeting certain locational criteria and design requirements to forgo the requirement for a Use Permit.

Recommendation

1. ADOPT RESOLUTION NO. 2022-2227 DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "ZONING ORDINANCE TEXT AMENDMENT TO ARTICLES 2-2, 3 AND 4."
2. ADOPT ORDINANCE NO. 2022-1534 AMENDING ARTICLE 2-2 (DEFINITIONS), SECTION 3-3-2 (C-1 NEIGHBORHOOD COMMERCIAL DISTRICT), SECTION 3-3-3 (C-2 GENERAL COMMERCIAL DISTRICT), SECTION 3-3-6 (COMMERCIAL DISTRICT STANDARDS) AND ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) OF THE GOODYEAR ZONING ORDINANCE; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE. (Steve Careccia, Planning Manager)

FISCAL IMPACT

There is no direct budget impact associated with the approval of this Zoning Ordinance text amendment.

BACKGROUND AND PREVIOUS ACTIONS

The City of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city. The current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time.

Upon staff review of several drive-through restaurants that had previously proceeded through the Use permit process, it was surmised that not all of these proposals needed the additional evaluation and findings inherent in the Use Permit process. Rather, for those drive-through restaurants proposed within existing commercial centers, and not within the vicinity of a residential area, the requirement for Use Permit could potentially be removed.

A City Council worksession was held on July 1, 2021, to discuss potential process changes and fee revisions, including the potential to not require a Use Permit for drive-through restaurants. During the worksession, Council discussed the Use Permit process and directed staff to be flexible. However, Council also had concerns with queuing vehicles and traffic, as these conditions should not negatively impact the surrounding area. Pursuant to City Council direction, staff solicited the services of outside Counsel to review the processes of other Valley municipalities related to drive-through restaurants and to draft provisions for the potential streamlining of the Use Permit process.

This text amendment, in its original form, was previously heard by the Planning and Zoning Commission at a public hearing held on April 6, 2022. Modifications to the text amendment, as a result of stakeholder input, required the item to be re-noticed and reheard by the Commission prior to proceeding to the City Council.

Upon renotification, the Planning and Zoning Commission considered this item at their regular meeting of June 15, 2022. The Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council.

STAFF ANALYSIS

Current Policy:

The following policies contained within the City of Goodyear Zoning Ordinance are applicable and relevant to this requested text amendment:

Article 1, Section 1-3-1, of the Zoning Ordinance establishes the process for the review and approval of text amendments to the Zoning Ordinance. Amendments must be reviewed by the Planning and Zoning Commission and approved by the City Council through the public hearing process.

Article 2-2 (Definitions) of the Zoning Ordinance defines certain words and terms used throughout the Ordinance. This text amendment proposes to revise certain definitions.

Article 3 (Zoning Districts) of the Zoning Ordinance establishes the permitted uses, accessory uses, and uses that may be approved with a Use Permit within each zoning district classification. This Article also establishes development regulations and standards pertaining to each zoning district. This text amendment proposes to revise certain use classifications with the City's commercial zoning districts.

Article 4 (Special Uses, Uses Requiring Additional Evaluation, Nonconforming Uses and Buildings) of the Zoning Ordinance provides for land use activities that may be permitted within the City, but because of their unique nature, potential for creating impacts on other uses, or pre-existing legal status, require additional consideration as to their proper location or imposition of additional conditions to ensure their compatibility. This text amendment proposes to establish development standards that will be applicable to all drive-through restaurants.

As established in the Zoning Ordinance, a Use Permit requires review by the Planning and Zoning Commission and approval by the City Council through the public hearing process. Section 1-3-2 (Use Permits) of the Zoning Ordinance requires that the Planning and Zoning Commission and City Council determine that the proposed use meets the following findings prior to granting a Use Permit:

1. The Use Permit will not be materially detrimental to persons residing or working in the vicinity adjacent to the property, to the neighborhood, or to the public welfare; and,
2. The proposed use is reasonably compatible with uses permitted in the surrounding area.

As established in the Zoning Ordinance, a restaurant with a drive-through component is currently classified as a convenience use, and convenience uses are permitted within the City's commercial zoning districts subject to the approval of a Use Permit. As previously noted, the review and approval of a Use Permit must proceed through the public hearing process, which can take approximately five to six months to complete.

Details of the Request:

This request for text amendment is to modify certain definitions and use classifications while also creating development standards that address the treatment of drive-through restaurants within the City's commercial zoning districts. The overall intent of the text amendment is to allow certain drive-through restaurants, which would normally require approval of a Use Permit, to forgo this requirement if they meet certain locational requirements. To achieve this intent, the text amendment specifically proposes the following revisions:

Article 2-2: Revise the definition of "Convenience Use" by: removing references to establishments that sell food and drink for consumption on or off-premises, including restaurants, clarifying that stores regardless of size that have drive through facilities are convenience uses, and changing the reference to "Community Development Director" to "Development Services Director";

Article 2-2: Add definitions for Drive-In Restaurant and Drive Through Restaurants and amend definitions of Restaurant, Drive-In and Restaurant, Drive-Thru;

Section 3-3-2-A: Revise the list of principal permitted uses within the C-1 (Neighborhood Commercial) zoning district to make restaurants with drive-through lanes located more than 500 feet from a residential zoning district a permitted use and require conformance with newly established development standards proposed in Article 4-2;

Section 3-3-2-C: Revise the list of Use Permit uses within the C-1 (Neighborhood Commercial) zoning district by adding drive-in restaurants and drive-through restaurants with drive-through lanes located within 500 feet of a residential zoning district as uses subject to approval of a Use Permit;

Section 3-3-3-A: Revise the list of principal permitted uses within the C-2 (General Commercial) zoning district to make restaurants with drive-through lanes located more than 500 feet from a residential zoning district a permitted use and require conformance with newly established development standards proposed in Article 4-2. Revise an

existing principal permitted use, “Drive through windows and outdoor teller facilities”, to “Drive-through windows and outdoor teller facilities for banks and other financial institutions” to better clarify the meaning of this use. Clarify the conditions that apply for live music, entertainment activities and patron dancing are allowed as an accessory use to restaurants permitted in the C-2 zoning district;

Section 3-3-3-C: Revise the list of Use Permit uses within the C-2 (General Commercial) zoning district by adding drive-in restaurants and drive-through restaurants with drive-through lanes within 500 feet of a residential zoning district as uses subject to approval of a Use Permit;

Section 3-3-6-B: Revise the commercial development standards to clarify that the existing standard prohibiting drive-through windows from facing a street does not apply to drive-through restaurants. Rather, drive-through restaurants will be subject to newly established development standards proposed in Article 4; and,

Section 4-2: Revise uses requiring additional evaluation to include newly established development standards, Section 4-2-18, applicable to all drive-through restaurants. Such standards include minimum stacking requirements, minimum lane widths, prohibitions against blocking fire lanes, and new screening standards, among other new standards.

Evaluation Criteria:

As previously noted, Section 1-3-1 (Amendments) of the Zoning Ordinance provides evaluation criteria for text amendments. The criteria and accompanying staff analysis (*italics*) are provided below:

A. Documentation indicating inconsistencies in terms of the Ordinance or problems and/or conflicts in implementation of specific sections of the Ordinance that will be resolved by the amendment;

Other than to acknowledge that the term Restaurant, Drive-In and Restaurant Drive-Through are used interchangeably with the terms Drive-In Restaurant and Drive-Through Restaurant respectively, there are no inconsistencies, problems or conflicts with the Ordinance intended to be solved by this text amendment. The modifications are being made to address City Council direction and resultant staff initiative to allow certain drive-through restaurants the ability to proceed without first requiring approval of a Use Permit.

B. Whether amendment is needed to respond to changes in the law, statutory or case law;

This text amendment is not in response to any changes in law, statutory or case law.

C. Whether amendment is needed to address zoning and/or development issues or to improve processes for addressing such issues;

With this text amendment, there is the opportunity to potentially improve the development review process for certain drive-through restaurants. As previously noted, current Zoning Ordinance provisions require the review and approval of a Use Permit prior to the operation of a drive-through restaurant within the City. Research done by outside Counsel, as noted in the Comparison Municipalities exhibit, attached hereto,

found that eight of the 10 researched municipalities permitted drive-through restaurants without the need for a Use Permit. And of the two municipalities that required a Use Permit, the city of Peoria only required a Use Permit if the drive-through restaurant was within 200 feet of a residential district. Given these findings, Counsel moved forward with the drafting of provisions to allow certain drive-through restaurants to proceed without a Use Permit. As proposed with this text amendment, a drive-through restaurant may forgo a Use Permit if no portion of a drive-through lane is within 500 feet of a residential zoning district. This distance was selected as 500 feet is the City's requirement when mailing written notice of a public hearing to surrounding property owners. For those proposals with drive-through lanes within 500 feet of a residential zoning district, a Use Permit will still be required.

The proposed text amendment also creates a new section containing design standards that will be applicable to all drive-through restaurants, whether or not a Use Permit is required. Several of the standards are carryovers of currently existing standards, such as the required vehicle stacking from the first stop (i.e. menu board), while others are new, such as the requirement for a solid canopy over the drive-through window. These new provisions were identified as best practices and enhanced design concepts utilized by several of the reviewed municipalities and were thought appropriate additions to this text amendment.

D. Whether amendment will to promote implementation of goals and objections of the City's General Plan;

The amendment will allow drive-through restaurants, with drive-through lanes located at least 500 feet from a residential zoning district, to proceed without first obtaining approval of a Use Permit. Thus, for these qualifying drive-through restaurants, smaller fees, shorter development review times and a more streamlined review process should be realized. And such efficiencies should not adversely affect residential areas, as such areas will be located at least 500 feet from the drive-through lanes. Consequently, the amendment will help promote the General Plan's goals related to fostering economic development and compatibility of uses.

E. Any other factors related to the impact of the amendment on the general health, safety or welfare of the citizens of the City and the general public.

The text amendment should not have any adverse impacts on the general health, safety or welfare of citizens or the general public. The proposal will only remove the requirement for Use Permit for those drive-through restaurants with drive-through lanes 500 feet or farther from residential zoning districts. In addition, site plan review will still be required for all new drive-through restaurants and shall include a detailed review of the site design, building architecture, preliminary civil engineering and landscaping along with the review of a formal traffic study.

Public Participation:

This Zoning Ordinance text amendment requires public hearings before the Planning & Zoning Commission and City Council. Notice for these public hearings included a full-size legal notice published in the Arizona Republic on March 18 and May 20, 2022. Information on this text amendment was provided to the development community through correspondence from the city's Economic Development Department via email notification. Additionally, the notice and

information related to the text amendment were posted to the current development applications section of the city's website.

The Planning and Zoning Commission considered this item at a public hearing held on April 6, 2022. Upon conclusion of the staff presentation, the Commission inquired on the reason for the 500-foot distance from residential and how the city's proposed stacking requirement compared to other cities. Staff responded that 500 feet was selected as that is the city's notification distance for mailed notices to surrounding property owners. Regarding the stacking requirement, staff responded that the city's current requirement is conservative compared to other cities, and that the new requirement carries over the same conservative approach. This approach was taken given the Council's direction to specifically address traffic and queuing concerns. Upon close of the public hearing and Commission discussion, the Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council. There was no opposition to this item voiced at the public hearing.

Shortly before the above Commission meeting was to start, an e-mail was received from an individual expressing concerns about the stacking requirements contained in the proposed text amendment. The individual who sent the e-mail advised that he would be providing information to the City Council that supported alternative stacking requirements. In response to this inquiry, the item was postponed from the April 18th to the May 2nd meeting of the City Council. At the May 2nd Council meeting, the item was tabled to allow staff and the development community additional time to discuss the proposed text amendment.

Staff did correspond with several members of the development community, including a meeting with a local drive-through franchisee and their corporate representative. They specifically had a concern with the amount of stacking required, such that the proposed amendment language would have the unintended consequence of burdening those users who provided a double drive-through lane versus single lane, by requiring each lane to provide a minimum number of spaces. To address this concern and promote equal treatment, the text amendment will require a combined total of at least six spaces from the drive-through lane entry to the menu board, which can be provided in one or more drive-through lanes and each drive-through lane will have at least four spaces from the menu board to first pick-up window. Along with the preceding change, staff is proposing a provision that would allow the submittal of a queuing analysis to potentially modify the stacking requirement, subject to approval of the Development Services Director. The text amendment will further require that waiting cars in drive-through lanes do not: block parking stalls, block fire lanes, impeded emergency access, interfere with the movement of traffic (on or off-site) or interfere with the movement of pedestrians (on or off-site). After reviewing these changes, the local franchisee and corporate representative are in support of the proposed text amendment. Staff has not received any other inquiries on the proposal.

The Planning and Zoning Commission considered this item at a public hearing held on June 15, 2022. Staff provided an overview of the text amendment to the Commission. Upon close of the public hearing, the Commission unanimously voted (7-0) to forward a recommendation of approval to the City Council. No one from the public spoke on this item. There was no opposition to the item voiced at the public hearing.

1. Resolution
 - 1a. Resolution Exhibit A
 2. Ordinance
 3. Comparison Municipalities
- Staff Presentation

RESOLUTION NO. 2022-2227

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, DECLARING AS PUBLIC RECORDS THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK AND TITLED "ZONING ORDINANCE TEXT AMENDMENT TO ARTICLES 2-2, 3 AND 4."

Be it resolved by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, as follows:

SECTION 1. DECLARATION OF PUBLIC RECORDS

That certain document titled "Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4," a copy of which is attached hereto as Exhibit A, is hereby declared a public record.

SECTION 2. PURPOSE

The aforementioned document is declared a public record in connection with the adoption of Ordinance 2022-1534.

SECTION 3. COPIES FILED WITH THE CITY CLERK

Either three paper copies or one paper copy and one electronic copy maintained in compliance with section A.R.S 44-7041 of the aforementioned document being declared a public record herein are ordered to remain on file with the City Clerk and to be available for public use and inspection during regular business hours.

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

Exhibit A

Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4

Articles 2-2, 3, and 4 of the Goodyear Zoning Ordinance are amended as follows with additions shown with double underline and deletions shown with ~~strikethrough~~.

Article 2-2 (Definitions) is amended to revise the definitions of “Convenience Use”, “Restaurant, Drive-in” and “Restaurant, Drive-thru” and to add definitions for “Drive-In Restaurant” and “Drive-Through Restaurant” as follows:

Convenience Use

Convenience uses include those **commercial uses** in which:

- a. Retail gasoline is sold.
- b. ~~The primary business is the sale of food or drink for consumption, either on or off premise, over a counter, or from an outdoor service window or automobile service window. Of the food or drink sold, at least twenty (20) percent is in disposable, carry out containers, or edible containers.~~
- c. ~~Restaurants~~ where forty (40) percent or more of the total floor area is for food preparation.
- b.d. Stores less than seven thousand five hundred (7,500) square feet and all stores, regardless of size, that have a drive-through window, drive-through aisles or any other sort of drive-through facility that sell: where groceries, reading materials, personal, or household goods, general merchandise, or together with food and/or drink primarily for consumption off premises are sold.
- c.e. Car washes (self service and/or automated), drive through **laundry**/dry cleaners, and drive through video stores.
- d.f. The Development Services Director ~~Community Development Director~~ makes a determination that an establishment is a “**convenience use**” by virtue of being an **analogous** use to ~~retail the~~ businesses described above.

Drive-In Restaurant has the same meaning as Restaurant, Drive-in.

Drive-Through Restaurant has the same meaning as Restaurant, Drive-through.

Restaurant, Drive-in (also referred to as **Drive-In Restaurant**). **Building** where food and drink are served for consumption on the premises, by order from and service to vehicular passengers.

Restaurant, Drive-through thru (also referred to as **Drive-Through Restaurant**). **Building** where food and drink are served for consumption within a **building** or off premises, by order from vehicular passengers outside a **structure**, including but not limited to, service from an outdoor service window.

Section 3-3-2 (C-1 Neighborhood Commercial District) is amended to revise paragraph A (Principal Permitted Uses...), subparagraph 11 as follows:

11. **Restaurants, including Drive-Through Restaurants with drive-through lanes located more than five hundred feet (500') from any residential zoning district, but excluding drive-in and drive-through facilities Drive-In Restaurants, Drive-Through Restaurants with drive-through lanes located within five hundred feet (500') from any residential zoning district.** The area **in the restaurant** being devoted primarily to the consumption of alcoholic beverages shall not exceed twenty-five percent (25%) of the total public floor area. **Drive-Through Restaurants permitted herein shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).**

Section 3-3-2 (C-1 Neighborhood Commercial District) is amended to revise paragraph C (Use Permit Uses...) to add new subparagraphs 6 and 7 as follows:

6. **Drive-In Restaurants.** The required information and evaluation criteria shall be the same as for **convenience uses** under Section 4-2-2.
7. **Drive-Through Restaurants** when any portion of a drive-through lane is located within five hundred feet (500') of any residential zoning district. The required information and evaluation criteria shall be the same as for **convenience uses** under section 4-2-2. **Drive-Through Restaurants** shall meet the requirements of Section 4-2-18 **(Drive-Through Restaurants).**

Section 3-3-3 (C-2 General Commercial District) is amended to revise paragraph A (Principal Permitted Uses) subparagraph 11 as follows:

11. Drive through windows and outdoor teller facilities **for banks and financial institutions.**

Section 3-3-3 (C-2 General Commercial District) is amended to revise paragraph A (Principal Permitted Uses...), subparagraph 30 as follows:

30. **Restaurants, including Drive-Through Restaurants with drive-through lanes located more than five hundred feet (500') from any residential zoning district, but excluding drive-in and drive-through facilities Drive-In Restaurants and all other Drive-Through Restaurants except as set forth herein,** subject to the following

conditions or limitations:

- a. Live music and/or other forms of entertainment activities shall only be allowed as an accessory use if all of the following requirements are met. ~~The the~~ **restaurant** facility is located a minimum of three hundred feet (300') from the property line of any residentially zoned or designated property. The area within the ~~restaurant facility designated~~ designed and/or used for live music and/or entertainment activities does shall not exceed 5,000 square feet. All noise generated by live music and/or entertainment activities is shall be fully contained within the indoor space of occupied by the restaurant **restaurant**.
- b. Patron dancing within the indoor space of a Restaurant shall be allowed as an accessory use provided the ~~The area within a~~ **Restaurant** devoted to patron dancing does shall not exceed twenty-five percent (25%) of the total indoor floor area of the Restaurant.
- c. Drive-Through Restaurants shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).

Section 3-3-3 (C-2 General Commercial District) is amended to revise paragraph C (Use Permit Uses...), to add new subparagraphs 9 and 10 as follows:

9. Drive-In Restaurants. The required information and evaluation criteria shall be the same as for convenience uses under Section 4-2-2.
10. Drive-Through Restaurants when any portion of a drive-through lane is located within five hundred feet (500') of any residential zoning district. The required information and evaluation criteria shall be the same as for convenience uses under Section 4-2-2. Drive-Through Restaurants shall meet the requirements of Section 4-2-18 (Drive-Through Restaurants).

Section 3-3-6 (Commercial District Standards) is amended to revise paragraph B (Development Standards for Commercial Districts), subparagraph 9 as follows:

9. Drive-through thru windows shall not face onto a public street. Stacking lanes shall be screened from the street with three (3) foot masonry walls or berms. This paragraph does not apply to Drive-Through Restaurants, which are subject to the more specific requirements set forth in Section 4-2-18 (Drive-Through Restaurants).

Article 4-2 (Uses Requiring additional Evaluation) is amended by adding new Section 4-2-18 as follows:

§ 4-2-18 Drive-Through Restaurants

All Drive-Through Restaurants shall comply with the following requirements:

- A. A combined total of at least six stacking spaces from the drive through entry to the first stop (i.e. menu/order board) shall be provided in one or more drive-through lanes and each drive-through lane shall have at least four stacking spaces from the menu board to the first product pick-up window. Stacking spaces shall be a minimum of 20 feet in length. The Development Services Director, or his/her designee, may consider a reduction of the required stacking upon submittal and approval of a queuing analysis signed and sealed by a professional traffic engineer.
- B. Each drive-through lane shall have a minimum width of 12 feet and a minimum interior turning radius of 25 feet.
- C. Waiting vehicles in drive-through lanes shall not:
 - 1. Block parking stalls;
 - 2. Block fire lanes;
 - 3. Impede emergency access;
 - 4. Interfere with the movement of traffic (on or off-site); or
 - 5. Interfere with the movement of pedestrians (on or off-site)
- D. Drive-Through Restaurants shall provide safe, unimpeded movement of vehicles at street access points, in drive-through aisles, and in parking areas.
- E. Speakers at Drive-Through Restaurants shall not be audible from residentially zoned property. Sound shall be mitigated using sound attenuation walls, landscaping, or other measures acceptable to the Zoning Administrator or designee.
- F. Drive-through lanes shall be screened from public and private streets, internal drive-aisles, interior ingress/egress driveways, off-site public parks, plazas, and sidewalks, and residential uses. Screening shall be by one of the following, except as noted herein:
 - 1. A decorative opaque wall or fence constructed at a minimum height of three feet and a maximum height of four feet as measured from the adjacent grade. Solid walls shall be required along all public and private streets.
 - 2. A continuous non-deciduous landscape hedge maintained at a minimum height of three feet.

3. A combination of an opaque wall or fence and a non-deciduous landscape hedge.
- G. A planted landscape area of not less than three feet in width shall be provided on each side of each drive-through screen wall or fence.
- H. A solid canopy shall cover a length not less than one car length (at least 20 feet) over the pick-up window and the portion of the drive-through facility located adjacent to the pick-up window. When the pick-up window faces a public or private street, then the solid canopy shall cover a length of at least 30 feet over the pick-up window and the portion of the drive-through facility located adjacent to the pick-up window.
- I. Drive-through lanes may have full or partial canopies at the order box.
- J. Drive-Through Restaurants that utilize exterior employees as the point of order shall provide safe walkways for the employees adjacent to each vehicular drive-through lane.

ORDINANCE NO. 2022-1534

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING ARTICLE 2-2 (DEFINITIONS), SECTION 3-3-2 (C-1 NEIGHBORHOOD COMMERCIAL DISTRICT), SECTION 3-3-3 (C-2 GENERAL COMMERCIAL DISTRICT), SECTION 3-3-6 (COMMERCIAL DISTRICT STANDARDS) AND ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) OF THE GOODYEAR ZONING ORDINANCE; PROVIDING FOR CORRECTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE.

WHEREAS, the city of Goodyear Zoning Ordinance regulates the development of all land within the city. Regulations set forth in the Zoning Ordinance may be amended when deemed necessary to best serve the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the city; and

WHEREAS, the current Zoning Ordinance was originally adopted by the City Council in May 1999 and has been the subject of a number of amendments since that time; and

WHEREAS, Article 1, Section 1-3-1, of the Zoning Ordinance establishes the process for the review and approval of text amendments to the Zoning Ordinance. Amendments must be reviewed by the Planning and Zoning Commission and approved by the City Council through the public hearing process; and

WHEREAS, Article 2-2 (Definitions) of the Zoning Ordinance defines certain words and terms used throughout the Ordinance; and

WHEREAS, Article 3 (Zoning Districts) of the Zoning Ordinance establishes the permitted uses, accessory uses, and uses that may be approved with a Use Permit within each zoning district classification. This Article also establishes development regulations and standards pertaining to each zoning district; and

WHEREAS, Article 4 (Special Uses, Uses Requiring Additional Evaluation, Nonconforming Uses and Buildings) of the Zoning Ordinance provides for land use activities that may be permitted within the City, but because of their unique nature, potential for creating impacts on other uses, or pre-existing legal status, require additional consideration as to their proper location or imposition of additional conditions to ensure their compatibility; and

WHEREAS, pursuant to the Zoning Ordinance, a restaurant with a drive-through component is currently classified as a convenience use, and convenience uses are permitted within the City's commercial zoning districts subject to the approval of a Use Permit; and

WHEREAS, the purpose of this text amendment is to amend various provisions of the Zoning Ordinance as needed to: allow restaurants with drive-through windows that meet certain requirements as a permitted use without the need for a Use Permit, while maintaining the need for Use Permits for various other types of establishments with drive-through windows; adopt standards for restaurants with drive through lanes; clarify what uses are convenience uses subject to a Use Permit, and make non-substantive changes for clarification purposes; and

WHEREAS, public notice that this text amendment was to be considered and reviewed at a public hearing held before the Planning and Zoning Commission on April 6, 2022, appeared in the Arizona Republic Southwest Valley Edition on March 18, 2022; and

WHEREAS, a public hearing was held before the Planning and Zoning Commission on April 6, 2022, and at that meeting the Commission voted (7-0) to recommend approval of the proposed text amendment; and

WHEREAS, public notice that this text amendment was to be considered and reviewed at a public hearing held before the City Council on April 18, 2022, appeared in the Arizona Republic Southwest Valley Edition on March 18, 2022; and

WHEREAS, the proposed text amendment was continued at the City Council's April 18th public hearing to the City Council's May 2, 2022, public hearing given inquiries from stakeholders on the proposed stacking requirement;

WHEREAS, at the May 2nd public hearing before the City Council, the item was tabled to provide staff and stakeholders additional time to discuss the proposed text amendment;

WHEREAS, given stakeholder input, the proposed stacking requirement was revised in accordance with that certain document titled, "Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4" which document was declared a public record by Resolution No. 2022-2227 and which is referred to, adopted, and made part hereof as if fully set forth in the Ordinance;

WHEREAS, public notice that this item was to be considered and reviewed at a public hearing before the Planning and Zoning Commission on June 15, 2022 appeared in the Arizona Republic Southwest Valley Edition on May 27, 2022;

WHEREAS, a public hearing was held before the Planning and Zoning Commission on June 15, 2022, and at that meeting the Commission voted 7-0 to recommend approval of the proposed text amendment; and

WHEREAS, public notice that this text amendment was to be considered and reviewed at a public hearing held before the City Council on June 27, 2022, appeared in the Arizona Republic Southwest Valley Edition on May 27, 2022

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona, find that the interests of the City of Goodyear and its citizens and businesses are best served by adopting standards for all restaurant drive-through facilities and allowing drive-through restaurant as an outright permitted use in the C-1 (Neighborhood Commercial) and the C-2 (General Commercial) zoning districts when the restaurant drive-through lane is at least 500 feet from any residential zoning district; and

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona find the adoption of this Ordinance to be in the best interests of the public interest, health, comfort, convenience, safety, and general welfare of the citizens of the City.

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

SECTION 1. AMENDING ARTICLE 2-2 (DEFINITIONS) OF THE CITY OF GOODYEAR ZONING ORDINANCE

Article 2-2 (Definitions) of the Zoning Ordinance is hereby amended as set forth in that certain document titled, "Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4" which document was declared a public record by Resolution No. 2022-2227 and which is referred to, adopted, and made part hereof as if fully set forth in the Ordinance.

SECTION 2. AMENDING SECTIONS OF ARTICLE 3 (ZONING DISTRICTS) OF THE CITY OF GOODYEAR ZONING ORDINANCE

Sections 3-3-2 (C-1 Neighborhood Commercial District), 3-3-3 (C-2 General Commercial District), and 3-3-6 (Commercial District Standards) of Article 3-3 of the Goodyear Zoning Ordinance are hereby amended as set forth in that certain document titled, "Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4" which document was declared a public record by Resolution No. 2022-2227 and which is referred to, adopted, and made part hereof as if fully set forth in the Ordinance.

SECTION 3. AMENDING ARTICLE 4-2 (USES REQUIRING ADDITIONAL EVALUATION) OF THE CITY OF GOODYEAR ZONING ORDINANCE

Article 4-2 (Uses Requiring Additional Evaluation) of the Goodyear Zoning Ordinance is hereby amended as set forth in that certain document titled, "Zoning Ordinance Text Amendment to Articles 2-2, 3 and 4" which document was declared a public record by Resolution No. 2022-2227 and which is referred to, adopted, and made part hereof as if fully set forth in the Ordinance.

SECTION 4. CORRECTIONS

The Zoning Administrator, City Clerk, and the codifiers of this Ordinance are authorized to make necessary clerical corrections to this Ordinance, including, but not limited to, the correction of scrivener's/clerical errors, references, ordinance numbering, section/subsection numbers and any references thereto.

SECTION 5. SEVERABILITY

If any section, subdivision, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining provisions of the ordinance or parts thereof.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective as prescribed by law.

SECTION 7. PENALTIES

Any person who violates and provision of this ordinance shall be subject to penalties set forth in Section 1-2-3 of the City of Goodyear Zoning Ordinance as it may be amended from time to time and which currently provides:

Section 1-2-3 Violations and Penalties

- A. It is unlawful to construct, erect, install, alter, change, maintain, use or to permit the construction, erection, installation, alteration, change, maintenance, or use of any house, building, structure, sign, landscaped area, parking lot or fence, or to permit the use of any lot or land contrary to, or in violation of any provisions of this Ordinance, or of any conditions, stipulations or requirements included as a condition of any applicable approval. Any land use that is specifically prohibited by this Ordinance or is unspecified and not classified by the Zoning Administrator is prohibited in any district.
- B. Responsible Party. The responsible party for any violations hereunder is the owner of personal property improvements or real property and/or person in possession or control of any personal property improvements or real property (Person). The responsible party shall be responsible for any violations hereunder whether or not the responsible party or its agent committed the prohibited act(s) or neglected to prevent the commission of the prohibited act(s) by another.
- C. Every Responsible Party shall be deemed responsible or guilty of a separate offense for each and every day during which any violation is committed or continued.
- D. Penalty. Any Person who violates any of the provisions of this Ordinance and any amendments there to and/or any conditions, stipulations or requirements included as a condition of any applicable approval shall be:
 - 1. Subject to civil sanctions of not less than one hundred dollars (\$100) nor more than one thousand dollars (\$1,000) per offense; or
 - 2. Guilty of a class 1 misdemeanor, punishable by a fine not exceeding two thousand five hundred dollars (\$2,500), or by a term of probation not exceeding three (3) years, or imprisonment for a term not exceeding six (6) months, or punishable by a combination of fine, probation or imprisonment. The City Prosecutor is authorized to file a criminal misdemeanor complaint in the City of Goodyear Municipal Court for violations hereunder.

SECTION 8. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

SELECT VALLEY MUNICIPALITIES' DRIVE-THROUGH FACILITIES REQUIREMENTS

GENERAL OVERVIEW¹

CITY OF AVONDALE: Per Avondale Zoning Ordinance 3.303 (matrix & list of conditions), restaurant drive-through windows are permitted subject to conditions.

CITY OF BUCKEYE: Per Buckeye Development Code Table 3.1-1, restaurant drive-through windows are expressly permitted. Drive-Through Facilities requirements are found at Development Code Subsection 5.8.2.D.

CITY OF CHANDLER: Drive-in establishments are permitted under Chandler City Code § 35-2100 (table & footnote 1) and § 35-1902 ("Site development plan design standards"), subparagraph 8.c.1.

TOWN OF GILBERT: In Gilbert, drive-through windows are a "convenience use" permitted per Gilbert Land Development Code Table 3.1.2. Specific requirements may be found in Gilbert Land Development Code § 5.3.13. These requirements appear to be primarily a codification of Gilbert Commercial Design Guidelines that were adopted on April 15, 2003.

CITY OF GLENDALE: In Glendale, drive-through windows are a convenience use requiring a conditional use permit. Glendale Code § 7.404 ("Drive-Thru Requirements"); § 2.300 definition of "Convenience Use"; § 5.700 Commercial (all commercial zones require CUP for convenience uses).

CITY OF MESA: In Mesa, restaurant drive-through windows are allowed outright or administratively in commercial zones. See Mesa Zoning Ordinance § 11-31-18 ("Drive-Thru Facilities"); Special Use Permit required in NC (C-1); permitted outright in LC (C-2) & GC (C-3) per table 11-6-2; SUP is administratively granted & revoked based on required findings (see § 11-70-5; "not injurious or detrimental").

CITY OF PEORIA: Peoria requires a CUP for any drive-through use located within 200 feet of a residential district. See City Code Sec. 21-505(B)(2) (commercial zones limitations on uses; "Restaurants With Drive-Through") & 21-825 (Parking Requirements); 21-503 (Land Use Matrix); 21-321 (CUP issued by P&Z Commission or, on appeal, by Council).

CITY OF PHOENIX: For all commercial zones in Phoenix, an administratively issued "use permit" is required if the queuing lane is within 300 feet of a residential district. See Phoenix Zoning Ordinance § 622 ¶150, § 623 ¶157, § 624 ¶112. According to Phoenix Zoning Ordinance § 202 (Definitions), a "Use Permit" is "An authorization to conduct a use or activity when such authorization is required by this ordinance and when established according to the procedures in Section 307." Phoenix Zoning Ordinance § 307 gives the Zoning Administrator authority to issue use permits, subject to appeal to the Board of Adjustment. Use permits are subject to such conditions as the Zoning Administrator or BOA determine appropriate. It appears that specific requirements are imposed through the City of Phoenix site planning process.

CITY OF SCOTTSDALE: Scottsdale Zoning Ordinance § 11-200 (commercial land use table) shows drive-through restaurants as outright permitted in most commercial zones except in the downtown area; § 9.106 parking standards has the screening requirement. Substantive requirements for drive-through facilities is found in the Scottsdale Commercial Design Guidelines adopted December 7, 2000.

CITY OF SURPRISE: Drive-through facilities are permitted as a matter of right upon compliance with the requirements of Surprise Land Development Code § 106-10.17.

¹ This survey only includes the comparison Valley municipalities identified by City of Goodyear staff during the July 1, 2021 Council study session on fees, where drive-through regulations were discussed. Valley cities and towns not included in this survey will be added to later versions at staff's request. They include Apache Junction, Carefree, Cave Creek, El Mirage, Fountain Hills, Guadalupe, Litchfield Park, Paradise Valley, Queen Creek, Tempe, Tolleson, and Youngtown.

ADDITIONAL REQUIREMENTS SPECIFIC TO DRIVE THROUGHS²

MUNICIPALITY	SUBJECT	DESCRIPTION
Avondale	Queuing	Per traffic study approved by the City Engineer
	Screening	Driveways facing arterials must have 3' screening
	Noise	Speaker box must be at least 70' away from residentially zoned property or residential use
	Orientation	Window must be located away from arterials unless fully screened
	Canopy	Required over window; must be architecturally compatible with the building
Buckeye	Queuing	Minimum of 8 stacking spaces, at least 4 before the order box & 4 between the order box & pickup window
	Screening	Order box & pickup window on building façade facing the principal street must be screened
	Traffic	"Waiting vehicles [shall] not block parking stalls or interfere with the movement of traffic (on or off-site) or pedestrians."
	Canopy	"Design architectural coverings for drive-through windows to provide shade and shelter for drive-through customers; examples include canopies, trellises, porte cocheres, or other similar devices"
	Design	"Design drive-through windows to incorporate architectural coverings consistent with the design of the buildings in order to break up the building mass"
Chandler	Queuing	At least 150'; at least 6 cars between order box & pick-up window
	Screening	"All drive-up facilities, including drive-up lanes and queuing areas shall be adequately screened from street view by building orientation, or by a landscaped berm and retaining wall measuring four (4) feet from grade of the driving lane, and situated so as not to disrupt safe traffic flow."
	Separation	150-foot separation of driveways from intersections
	Orientation	Drive through lanes shall "not conflict with parking maneuvering areas, main-stream vehicular movement, or in itself create an unsafe traffic situation."
	Traffic	"Drive through lane entry and exit shall be separated from vehicular parking areas, through curbing, landscaping, etc."
	Paving	"Textured paving treatments shall be provided at all crosswalks, driveway entrances, and on-site pedestrian crosswalks."
	Location	"Drive-in, drive-up, and all fast-turnover establishments may be located at the intersection of a major arterial road and any other road when it is an integral part of a larger planned commercial project and providing the driveway is at least one hundred fifty (150) feet from the intersection when approaching the intersection and at least one hundred fifty (150) feet from the intersection when leaving the intersection."
Gilbert	Queuing	4 spaces or if a double lane 2 per lane
	Screening	"Drive-through aisles shall be screened from public and private streets, interior ingress and egress driveways, areas accessible to the general public and residential uses. Screening is 3-4' in height."
	Noise	"Locate speakers and menu boards so that noise is not directed toward residential uses and incorporate a screen wall and landscaping to mitigate noise."
	Orientation	"Locate drive-through lanes away from adjoining single-family and multi-family developments."
	Canopy	Must have canopy over the "exterior payment/pick-up window and drive lane"; may have canopies at the menu board or point of order.
	Traffic	Minimum interior turning radius of 15 feet & exterior turning radius of 30 feet
	Walkways	If exterior employees are used as the point of order, must provide safe walkways
Glendale	Queuing	Minimum storage for 6 vehicles at 20' per vehicle
	Traffic	The drive-thru lane shall not encroach upon or block driveways or parking spaces

² Some municipalities impose additional site-specific mitigation requirements through the development plan submission and review process.

Mesa	Queuing	Unless otherwise approved by site plan review, provide at least 100' stacking distance between pick-up window and order-placing speaker, with at least 40' stacking distance between order-placing speaker and entry to the drive-thru lane
	Screening	Where physical site conditions require drive lanes parallel to arterials, provide 40" high screen walls adjacent to the public right-of-way
	Traffic	The drive-thru traffic lane must be physically separated from the non-drive-thru traffic area with a 5' wide raised landscape median
	Orientation	Drive-thru lanes shall not be located parallel to arterial roadways
	Canopy	Provide awnings or architecturally integrated structures for weather protection
	Building	Provide 2' foundation base along exterior building where adjacent to drive-thru lane
	Design	Pick-up window must be architecturally integrated in proportion, color, material, and texture to the building it serves; where pick-up window extends out from the building face, the projection must be at least 2'
Peoria	Queuing	80' of stacking space from the entrance of the drive-through lane to the menu board exclusive of drive aisle and parking spaces, plus 80' of stacking space from the menu board to the pickup window
	Screening	Can be imposed in the CUP process
	Separation	All drive-through lanes, menu boards, speaker box, and other related elements shall be located at least 50' from any residentially zoned property or use
	Noise	Speakers at a drive-through shall not be audible from residentially zoned property. Sound shall be mitigated using sound attenuation walls, landscaping, or other measures.
	Traffic	Drive-through lane shall be separated from parking areas and driving lanes by a minimum 5' wide landscaping island or other alternative as approved by the Planning Manager
	Canopy	Drive-through canopies and other appurtenances shall be architecturally compatible with the principal building
	Additional	Through the CUP process, the Commission may impose restrictions on operating hours, additional screening, relocation of the drive-through, modification of the minimum drive-through stacking requirements, noise and visual mitigation, & other measures appropriate to the circumstances
Phoenix	Access	Access to the site is to be from an arterial or collector street as defined on the street classification map
Scottsdale	Queuing	"Circulation should allow for adequate length of stacking for drive through facilities that do not interfere with the movement of traffic (on or off-site) and/or pedestrian areas"
	Screening	Drive-throughs shall be screened from all streets and alleys by a 3' tall masonry wall or berm and/or opaque landscape materials, subject to design approval by the Development Review Board
	Location	"Drive-through windows, menu boards, equipment, and associated stacking lanes should be located to minimize impacts on adjacent residential areas and should be adequately screened from public view and the view of adjacent sites"
	Canopy	"Consider drive -through windows that incorporate an architectural covering consistent with the design theme of the building. Coverings over drive-throughs can help to achieve more variation to building mass and added comfort for users [sic] breakdown of building mass and finished building appearance.
Surprise	Queuing	40' between the entry point and the ordering facility; 100' between pick-up/service window and ordering facility or entry point if no ordering facility is present
	Screening	4' high screening from right of way & adjacent uses
	Noise	Must not be audible from the right of way or adjacent uses
	Orientation	Must be oriented away from residential properties and arterial & collector roadways
	Canopy	Required over the drive through window
	Design	Must be architecturally compatible with the building
	Traffic	Drive through lanes must be at least 11' wide where straight and 12' wide where curved; curved sections must have a minimum radius of 25'
	Pedestrians	Drive-through aisles shall be designed to minimize the conflict between pedestrians, parking and the building entrance. Pedestrian walkways should not intersect the drive-through aisles, but where they do; they shall have a minimum of 15' clear visibility and be emphasized with enhanced paving. Appropriate pedestrian crossing signs shall be visible from both the vehicle drive aisle and the pedestrian walkway.
	Identification	Drive-through aisles shall be clearly identified using striping, landscaping, and signage

**Zoning Ordinance Text Amendment
Drive-Through Restaurants**



**City Council
June 27, 2022**



Drive-Through Text Amendment

BACKGROUND & PURPOSE

- Planning & Zoning Commission previously heard April 6
- Recommended approval to City Council
- Development community expressed concern with stacking
- Ultimately tabled so staff and development community could review
- Changes include:
 - Minimum stacking (5/3 per lane to 6/4)
 - Submittal of queuing analysis
- No changes to recommended Use Permit requirement
- Threshold still 500 feet and less from residential requires UP



Drive-Through Text Amendment

BACKGROUND & PURPOSE

- Zoning Ordinance regulates land within city
- 1999 as amended
- Establishes principal permitted uses & use permit uses
- Use Permit requirement for drive-through restaurants
- Evaluate Use Permit requirement for drive-through restaurants
- Potential to streamline process
 - Six months to complete
 - Costs and fees
- City Council worksession July 1, 2021
 - Support flexibility but address traffic and stacking



Drive-Through Text Amendment

CURRENT POLICY

- Article 1, Section 1-3-1: Zoning Ordinance Text Amendments must be reviewed by the Planning and Zoning Commission and approved by the City Council through the public hearing process.
- Article 2-2 (Definitions) defines certain words and terms.
- Article 3 (Zoning Districts) establishes the permitted uses, accessory uses, and uses that may be approved with a Use Permit within each zoning district classification.
- Article 4 (Special Uses, Uses Requiring Additional Evaluation, Nonconforming Uses and Buildings) provides for land use activities that may be permitted within the City, but because of their unique nature, potential for creating impacts on other uses, or pre-existing legal status, require additional consideration.
- Articles 1, 2, 3 & 4: Process, review and evaluation, and development standards for Use Permits



Drive-Through Text Amendment

REQUEST FOR AMENDMENT

- Staff initiated based on Council direction
- Based on research by outside counsel
- Forgo Use Permit for certain drive-through restaurants
 - When more than 500 feet from residential
- Add/modify definitions
- Revise use lists within commercial zoning districts
- Establish development standards

USE PERMIT NOT REQUIRED



USE PERMIT REQUIRED





Drive-Through Text Amendment

DEFINITIONS

Definitions to be modified / added:

- Convenience Use
- Drive-in Restaurant (new)
- Drive-through Restaurant (new)
- Restaurant, Drive-in
- Restaurant, Drive-through



Drive-Through Text Amendment

C-1 NEIGHBORHOOD COMMERCIAL

- Add **Drive-through Restaurant** as principal use, if more than 500 feet from residential
- Add **Drive-in Restaurant** as Use Permit use
- Add **Drive-through Restaurant** as Use Permit use, if within 500 feet of residential
- Tie **Drive-through Restaurants** to new development standards



Drive-Through Text Amendment

C-2 GENERAL COMMERCIAL

- Clarify **Drive through windows and outdoor teller facilities** are for banks and financial institutions
- Designate **Drive-through Restaurant** as principal use, if more than 500 feet from residential
- Add **Drive-in Restaurant** as Use Permit use
- Designate **Drive-through Restaurant** as Use Permit use, if within 500 feet of residential
- Tie **Drive-through Restaurants** to new development standards



Drive-Through Text Amendment

DEVELOPMENT STANDARDS SECTION 4-2-18

- Min six-car stacking in one or more lanes (entry to first stop)
- Min four-car stacking (menu board to pick-up window)
- Queuing analysis
- Min lane width 12 feet and turning radius of 25 feet
- Stacked cars will not block parking stalls, fire lanes or interfere with emergency access and vehicular/pedestrian traffic
- Not interfere with traffic movement
- Menu board speakers not audible from residential
- Canopy over drive-through windows
- Provide walkways if employees used as outside point of order

[illegible][illegible]





Drive-Through Text Amendment

PUBLIC NOTIFICATION

- Notification for public hearings / Re-noticed
- E-blast from Economic Development
- Notice to Developer Forum
- Website – Current Development Applications
- Concern from development community addressed
- No opposition



Drive-Through Text Amendment

FINDINGS & RECOMMENDATION

- Promotes direction from City Council worksession
- Streamlines process
- Furthers the general health, safety and welfare of the city
 - Provides for more streamlined process
 - Maintains focus on compatibility when next to residential
 - Ensures enhanced design & incorporates best practices
- Staff recommends approval
- Planning & Zoning Commission June 15 – Recommends approval

ITEM #: 10.
DATE: 06/27/2022
AI #:971



CITY COUNCIL ACTION REPORT

SUBJECT: FY2022-2023 COMMUNITY FUNDING RECOMMENDATIONS

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

SUMMARY

Non-profits that provide human or social services to benefit Goodyear residents are eligible to apply for grants from the city. The Goodyear Community Funding Subcommittee has received and reviewed 30 applications and is recommending 18 to receive a total of \$132,400 in funding from the \$214,400 available for competitive award in FY2022-2023.

Recommendation

Approve the recommended allocations for FY2022-2023 Community Funding. (Christina Panaitescu, Grants & Neighborhood Services Supervisor)

FISCAL IMPACT

This year, we received 30 applications requesting a total of \$309,500. The General Fund budget for the FY2022-2023 Community Funding program is \$214,400. The subcommittee recommendation disperses a total of \$132,400 to fund 18 of the applications.

BACKGROUND AND PREVIOUS ACTIONS

The city's Community Funding program was formalized by a 2001 council resolution. At that time, the following criteria was developed to guide the consideration of requests for community funding support:

- Benefit to the community (current and historic)
- Community need
- Whether the service is already provided (i.e. avoid duplication)
- Geographic service area
- Methods of documenting the benefits to be provided in the community
- Clarity of the projects stated goals and objectives
- Longevity and reputation of the organization's service in the community
- Follow-up documentation provided for previous application
- Ability to obtain funding from other sources
- Evidence of organization's tax-exempt status

At a December 13, 2021, work session, Council expressed an interest in supporting the priority areas identified in the Community & Neighborhood Services Master Plan, Phase I: Human Services.

Year One recommendations from the plan include:

- The establishment and/or expansion of:
 - childcare services during non-traditional hours,
 - mental health services that provide trauma-informed care,
 - peer support groups,
 - substance use and misuse education and services that provide trauma-informed care,
 - tele-services or mobile-service delivery models, and
 - transportation access during non-traditional transit hours.
- Nutritious and fresh food, clothing, shelter, and emergency financial assistance for Goodyear residents in crisis or facing instability.
- Container/Community gardens in low-to-moderate income areas.
- Transitional facilities for people fleeing or recovering from abuse.

City staff solicited proposals from non-profits, reviewed them for completeness and prepared them for review by the City Council subcommittee. The subcommittee met to discuss the applications on June 10 and their recommendations are being advanced for consideration and approval of the full City Council.

STAFF ANALYSIS

Applications were available on the city's website, and emailed to past applicants, members of the Goodyear Faith & Community Roundtable and individuals who had contacted the city to request information about the grant opportunity, on April 15. Information was also shared with local media contacts. A pre-application webinar was hosted on April 19, and a recording of the webinar remained on the website throughout the application period.

The application deadline was May 15. On June 10, the Community Funding Subcommittee met to discuss the applications and established consensus on the following 18 funding recommendations totaling \$132,400:

Applicant	Recommendation
A New Leaf to support Volunteer Income Tax Assistance (VITA) program services for low/moderate income Goodyear residents in 2022-23.	\$5,000
Agua Fria Food and Clothing Bank to mitigate the increased costs of goods and services, including labor costs.	\$15,000
All Faith Community Services to expand mobile service delivery in Goodyear.	\$25,000
Angels on Patrol to stabilize Goodyear residents through requests from Goodyear Police Officers.	\$4,500
Area Agency on Aging to buy meals for Goodyear residents with limited access to nutritious food.	\$10,000
AZ Community Impact to support the general operations of service delivery in Goodyear.	\$1,900
Big Brothers Big Sisters of Central Arizona to pay for a portion of the salaries of staff members who provide direct services in the Goodyear Community-Based Mentoring Program (a Community Relations Specialist and Program Specialists).	\$2,000

Boys & Girls Clubs of the Valley (BGCAZ) to support salaries and fringe benefit support for program staff who organize and conduct the various programs (youth direct care staff).	\$8,000
Catitude Gallery & Studio, DBA CATITUDE ARTS for art supplies and/or stipends for art instructors and muralists.	\$3,000
Central Arizona Shelter Services, Inc. (CASS) to support general operating costs for expanding emergency shelter programs.	\$5,000
Helping Families In Need to support the workforce needed to provide services in Goodyear.	\$10,000
Homeless Youth Connection to provide basic needs, case management, and housing to homeless youth who are attending high schools or residing in the city of Goodyear.	\$1,500
Hope Community Services Inc to help cover the gap between AHCCCS insurance reimbursement and the true cost of care.	\$7,500
Mission of Mercy to support the medical care expenses of Goodyear residents, which include medical staff, prescription medications, and medical supplies.	\$2,000
Sounds of Autism to continue building strong community partnerships that support the Autism K-12 Schools along with the Goodyear Police Department SRO Team.	\$7,500
Southwest Lending Closet to maintain operations, purchase equipment and repair parts, utilities, occupancy, and office supplies.	\$15,000
St. Mary's Food Bank to procure food that will be distributed to hungry people in Goodyear through three different program activities.	\$7,500
Valley of the Sun YMCA towards purchasing prepared meals and food supplies to provide meals and snacks to children within the childcare program.	\$2,000
Total	\$132,400

A summary of all applications received has been attached for reference.

Attachments

Presentation
Summary of Applications



Goodyear Community Funding



Provides cash grants to non-profit organizations that provide health/human services and quality of life programs to Goodyear residents.

2021-2022 Program Highlights



- 2,879+ Goodyear residents benefited from services provided by funded agencies in the first six months.

2022- 2023 Process



- Applications open April 15 - May 15
- Budget FY2022-2023 = \$214,400
- 30 applications submitted; 5 first time applicants

2022 – 2023 Applications



- A total of \$309,500 was requested

Subcommittee:
Councilmember Campbell
Councilmember Kaino
Councilmember Bray

Recommended for Funding



FY2022-2023

- A New Leaf - \$5,000
- Agua Fria Food and Clothing Bank - \$15,000
- All Faith Community Services - \$25,000
- Angels on Patrol - \$4,500
- Area Agency on Aging - \$10,000
- AZ Community Impact - \$1,900
- Big Brothers Big Sisters of Central Arizona - \$2,000
- Boys & Girls Clubs of the Valley (BGCAZ) - \$8,000
- Catitude Gallery & Studio, DBA CATITUDE ARTS - \$35,000
- Central Arizona Shelter Services, Inc. (CASS) - \$5,000
- Helping Families In Need - \$10,000
- Homeless Youth Connection - \$1,500
- Hope Community Services Inc - \$7,500
- Mission of Mercy - \$2,000
- Sounds of Autism - \$7,500
- Southwest Lending Closet - \$15,000
- St. Mary's Food Bank - \$7,500
- Valley of the Sun YMCA - \$2,000

**Total Recommendation:
\$132,400**

Action Tonight:

Approve recommended allocations
for FY2022-2023 Community Funding.

FY2022-2023 Community Funding Application Summary

Organization:	FY23 Request	FY23 Recommendation	FY22 Funded	FY22 Requested	New/ Expansion?	Basic needs	Childcare (nontraditional hours)	Container/community gardens	Mental health	Substance abuse education	Substance abuse services	Transitional facilities	Transportation access		Other	Peer support	Tele-services	Mobile services	Trauma-informed	Disconnected Youth	Families with children	Low-income households	Experiencing/recovering from abuse	homelessness	Elderly/disabled	Limited financial literacy	Substance challenges	Mental health	Other	GYR Residents Served FY21	GYR Residents to be Served FY23
	\$ 309,500	\$ 132,400	\$ 125,200	\$ 207,200																											
1N10 Inc. dba one-n-ten	\$ 1,500	\$ -	\$ 1,500	\$ 10,000					😊							😊				😊										0	15
A New Leaf	\$ 15,000	\$ 5,000	\$ 5,000	\$ 12,000										Financial assistance for low income households			😊					😊				😊				191	191
Agua Fria Food and Clothing Bank*	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	Expansion	😊																😊		😊					5330**	3000**	
All Faith Community Services*	\$ 25,000	\$ 25,000	\$ 25,000	\$ 25,000	Expansion	😊												😊				😊			😊				19632**	25000**	
Angels on Patrol	\$ 4,500	\$ 4,500	\$ 2,000	\$ 3,500		😊																😊							56	75	
Area Agency on Aging	\$ 15,000	\$ 10,000	\$ 7,200	\$ 7,200	Expansion	😊												😊							😊				73	14	
Arizona Pet Project	\$ 10,000	\$ -				😊												😊	😊				😊	😊					50	50	
AZ Community Impact	\$ 50,000	\$ 1,900			Expansion									household resources and services for families in need		😊		😊			😊	😊							500	1000	
Big Brothers Big Sisters of Central Arizona	\$ 5,000	\$ 2,000	\$ 2,000	\$ 5,000			😊												😊									😊	18	15	
Boys & Girls Clubs of the Valley (BGCAZ)	\$ 15,000	\$ 8,000	\$ 8,000	\$ 8,000			😊																					😊	137	151	
Cancer Support Community Arizona	\$ 10,000	\$ -	\$ -	\$ 10,000	BOTH???				😊							😊			😊			😊					😊		13	40	
Catitude Gallery & Studio, DBA CATITUDE ARTS	\$ 5,000	\$ 3,000	\$ 3,000	\$ 4,000	Expansion									Education for Diverse Populations		😊		😊										😊	778	1500**	
Central Arizona Shelter Services, Inc. (CASS)	\$ 10,000	\$ 5,000	\$ 5,000	\$ 10,000		😊													😊				😊						15	15	
Christ Evangelical Lutheran Church Outreach Program*	\$ 3,000	\$ -				😊															😊	😊							2600**	2600**	
Dress for Success Phoenix (DFSP)	\$ 7,500	\$ -	\$ -	\$ 5,000										Sustainable Income				😊				😊				😊			54	75	
EMPACT-SPC	\$ 15,000	\$ -			Expansion				😊									😊									😊		100	1000	
Helping Families In Need	\$ 10,000	\$ 10,000	\$ 6,000	\$ 20,000	Expansion	😊			😊								😊				😊	😊							646	700	
Homeless Youth Connection	\$ 3,000	\$ 1,500	\$ 1,500	\$ 3,000		😊												😊	😊										15	20	

*faith-based organization **duplicated count

FY2022-2023 Community Funding Application Summary

Organization:	FY23 Request	FY23 Recommendation	FY22 Funded	FY22 Requested	New/ Expansion?	Basic needs	Childcare (nontraditional hours)	Container/community gardens	Mental health	Substance abuse education	Substance abuse services	Transitional facilities	Transportation access	Other	Peer support	Tele-services	Mobile services	Trauma-informed	Disconnected Youth	Families with children	Low-income households	Experiencing/recovering from abuse	homelessness	Elderly/disabled	Limited financial literacy	Substance challenges	Mental health	Other	GYR Residents Served FY21	GYR Residents to be Served FY23
Hope Community Services Inc	\$ 10,000	\$ 7,500	\$ 7,500	\$ 10,000					😊							😊		😊				😊					😊		170	170
HOPE TEAM	\$ 2,000	\$ -											Support Group	😊													😊	76	100	
Junior Achievement of Arizona	\$ 5,000	\$ -			Expansion								Education for Underserved Youth						😊						😊			806**	953**	
Kare-ing Neighbors, Inc., dba Kare Bears	\$ 5,000	\$ -			Expansion							😊					😊						😊					250**	500**	
Mission of Mercy*	\$ 3,000	\$ 2,000	\$ 2,000	\$ 3,000		😊											😊				😊							28	35	
Parents of Addicted Loved Ones (PAL)*	\$ 7,500	\$ -			Expansion				😊						😊												😊	Unable to track	500**	
Phoenix Rescue Mission*	\$ 15,000	\$ -	\$ 10,000	\$ 10,000		😊											😊	😊					😊					44	50	
SCOSIC operating Meals of Joy	\$ 5,000	\$ -	\$ 1,000	\$ 5,000	Expansion	😊																	😊					17	\$60	
Sounds of Autism	\$ 10,000	\$ 7,500	\$ 2,000	\$ 10,000	Expansion				😊						😊	😊							😊				😊		18000	18500
Southwest Lending Closet	\$ 15,000	\$ 15,000	\$ 14,000	\$ 14,000									Mobility and home independence								😊							1042**	1000**	
St. Mary's Food Bank	\$ 7,500	\$ 7,500	\$ 7,500	\$ 7,500		😊											😊			😊	😊							16289**	4500	
Valley of the Sun YMCA	\$ 5,000	\$ 2,000		\$ 10,000	Expansion	😊													😊		😊							119	200	

*faith-based organization **duplicated count

ITEM #: 11.
DATE: 06/27/2022
AI #:810



CITY COUNCIL ACTION REPORT

**SUBJECT: SET THE PRIMARY AND SECONDARY PROPERTY TAX
LEVIES FOR FY2023**

STAFF PRESENTER(S): Ryan Bittle, Finance Manager - Budget

SUMMARY

Adopt the primary and secondary property tax levies for FY2023.

Recommendation

ADOPT ORDINANCE NO. 2022-1547 LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND PREEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023. (AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE). (Ryan Bittle, Finance Manager - Budget)

FISCAL IMPACT

The primary and secondary property tax levies are a part of an overall finance strategy that provides funding for the city's budget. The adopted FY2023 Budget totals \$650,431,700 million dollars of which \$22,448,300 is funded by these property tax levies. Adopting these property tax levies is the final step in the process to establish the FY2023 budget. If approved, \$12,882,900 will be generated from the primary property tax levy to support General Fund ongoing operations and \$9,565,400 will be generated from the secondary property tax levy to pay debt service on voter approved General Obligation (G.O.) Bond debt.

BACKGROUND AND PREVIOUS ACTIONS

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. A public hearing was held on June 6, 2022 prior to final adoption of the FY2023 budget and for the Truth-In-Taxation requirements associated with the Primary Property Tax levy. On June 6, the City Council also adopted the Truth-In-Taxation increase of \$233,835 that is included in the primary property tax levy presented for approval today.

STAFF ANALYSIS

The primary property tax levy for FY2023 of \$12,882,900 is expected to create a primary property tax rate of \$0.9957 per \$100 of assessed valuation. As a part of the general fund revenue, the primary property tax levy supports general fund activities, including police and fire protection, operations and maintenance, and many other general governmental functions.

This levy amount is consistent with Council adopted financial policy to maximize the primary property tax. The secondary property tax levy of \$9,565,400 is expected to create a secondary property tax rate of \$0.7393 per \$100 of assessed valuation and will be used to fund the principal, interest, and redemption charges on voter-approved general obligation bonds. The FY2023 overall combined property tax rate of \$1.7350 would equate to a city property tax payment of \$173.50 for a home with an assessed value of \$100,000.

Attachments

Ordinance

Presentation

ORDINANCE NO. 2022-1547

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GOODYEAR, SUBJECT TO PRIMARY AND SECONDARY TAXATION A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNTS ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET FOR THE PURPOSE OF PAYING FOR VARIOUS EXPENSES; TO RAISE THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUES; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS, FOR THE PURPOSE OF PAYING PRINCIPAL AND INTEREST UPON BONDED INDEBTEDNESS; ALL FOR FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2023. (AND DIRECTING THE CITY CLERK TO RECORD A COPY OF THIS ORDINANCE).

WHEREAS, the Mayor and Council of the city of Goodyear, Arizona adopted the fiscal year 2022-2023 final budget on June 6th, 2022; and

WHEREAS, the County of Maricopa is now the assessing and collecting authority for the City of Goodyear, the City Clerk is hereby directed to transmit a certified copy of this Ordinance to the Assessor and Board of Supervisors of Maricopa County, Arizona;

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

SECTION 1. PRIMARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a primary property tax rate sufficient to raise the sum of twelve million, eight hundred eighty-two thousand and nine hundred dollars (\$12,882,900) for the City of Goodyear for the fiscal year ending June 30, 2023.

SECTION 2. SECONDARY PROPERTY TAX LEVY

There is hereby levied on each one hundred dollars (\$100.00) of assessed value of all property, both real and personal, within the corporate limits of the City of Goodyear, except such property as may be by law exempt from taxation, a secondary property tax rate sufficient to raise the sum of nine million, five hundred sixty-five thousand, and four hundred dollars (\$9,565,400) for the City of Goodyear for the fiscal year ending June 30, 2023.

SECTION 3. No failure by the County Officials of Maricopa County, Arizona, to properly return the delinquent list and no irregularity in the assessment or omission in the same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure same, or irregularity of any kind in any proceedings shall invalidate such proceedings or invalidate any title conveyed by any tax deed; nor shall any failure Ordinance No. 2022-1547 Page 2 of 2 or neglect of any officer or officers to perform any of the duties assigned to him or to them on the day within time specified work an

invalidation of any proceedings or of any such deed or sale or affect the validity of the assessment and levy of taxes or of the judgment or sale by which the collection of the same may be enforced or in any manner affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for collection of taxes or the foreclosure, and all acts of officer de facto shall be valid as if performed by officers de jure..

SECTION 4. All ordinances and parts of ordinances in conflict are hereby repealed.

SECTION 5. RECORDATION

This Ordinance shall be recorded with the Maricopa County Recorder's Office.

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

Joe Pizzillo, Mayor

Date: _____

ATTEST:

APPROVED AS TO FORM:

Darcie McCracken, City Clerk

Roric Massey, City Attorney

FY2023 Property Tax Levies



June 27, 2022

Outreach and Notification Steps



- Tentative Budget added to website
 - May 24
- Truth in Taxation (statutory requirements)
 - May 18 – Press Release; Newspaper Ad
 - May 20 - Newspaper Ad
- Budget Schedules (statutory requirements)
 - May 24 - Library; City Clerk; Website
 - May 27 – Newspaper
 - June 1- Newspaper
- Public Hearing & Truth-in-Taxation
 - June 6



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	9,390,200	\$ 0.7350	1,293,848,816	9,565,400	\$ 0.7393
Totals		21,096,400	\$ 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**