City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395
Monday, February 24, 2025
5:00 p.m.

Mayor
Joe Pizzillo

Vice Mayor
Wally Campbell

Councilmember
Brannon Hampton

Councilmember
Laura Kaino

Councilwoman
Vicki Gillis

Councilmember
Benita Beckles

Councilmember
Trey Terry

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: 1900 N. Civic Square, Goodyear, AZ 85395 (623) 882-7830
www.goodyearaz.gov/cityclerk
City Council Meeting Live Broadcast: https://www.facebook.com/goodyearazgov/videos

Monday, February 24, 2025	5:00 p.m.	Meeting Agenda

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE AND INVOCATION BY COUNCILMEMBER HAMPTON

COMMUNICATIONS

1. **RECOGNITION OF DEPUTY CHIEF JEFF MERCY 30 YEARS OF SERVICE WITH GOODYEAR POLICE DEPARTMENT**

2. **2024 CITIZENS OF THE YEAR RECOGNITIONS**
   Citizen of the Year – Bonnie Lewis
   Corporate Citizen of the Year – Friends of the Southwest Family Advocacy Center
   Youth Citizen of the Year – Ameera Singh

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

CONSENT

3. **APPROVAL OF MINUTES**
   RECOMMENDATION
   Approve the February 10, 2025 Regular Meeting. (Jasmine Pernicano, Acting City Clerk)

4. **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PHOENIX AND THE CITY OF GOODYEAR FOR USE OF FIRE APPARATUS**
   RECOMMENDATION
   Approve IGA with City of Phoenix and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Paul Luizzi, Fire Chief)

5. **AUTHORIZATION FOR ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE CIP#42058 MCDOWELL ROAD MEDIAN IMPROVEMENTS PROJECT**
   RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2447 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO MCDOWELL ROAD BETWEEN DYSART ROAD AND APPROXIMATELY 694 FEET WEST OF LITCHFIELD ROAD TO DYSART ROAD. A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE (Kimberly Romero, Real Estate Supervisor)

6. **ARIZONA CRASH INFORMATION SYSTEM DATA EXCHANGE AGREEMENT WITH ADOT**

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to provide City of Goodyear access to the Arizona Crash Information System and Crash Records Information System. (Erik Cesek, Assistant City Traffic Engineer)

7. **AUTHORIZATION FOR ACQUISITION OF PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD TRAFFIC SIGNAL IMPROVEMENTS**

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2448 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS AT THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE (Kimberly Romero, Real Estate Supervisor)

8. **AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR APPROVED CIP PROJECT # 30015 - FIRE RESOURCE MANAGEMENT FACILITY**

RECOMMENDATION

Authorize the expenditure of funds up to $1,760,500 for Capital Improvement Program (CIP) Project #30015 – Fire Resource Management Facility. (Steve Scinto, Director of Engineering)

PUBLIC HEARINGS

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

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

E. Close the Public Hearing

9. **USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)**

RECOMMENDATION

Approve the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on a 5.13-acre portion of a 15.19-acre parcel (APN 500-06-040B) located at the southwest corner of MC-85 & South Estrella Parkway (the "Property") subject to stipulations. (Justin Gabrielson, Senior Planner)

BUSINESS

10. **AMEND CHAPTER 3 OF GOODYEAR CITY CODE TO ADOPT REVISED POLICY AND GUIDELINES FOR THE AUDIT COMMITTEE AND ESTABLISH CITY AUDITOR PROGRAM**

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1628 AMENDING CHAPTER 3 ADMINISTRATION OF GOODYEAR CITY CODE TO ESTABLISH A NEW SECTION, 3-1-10 CITY AUDITOR, AND NEW ARTICLE 3-18 AUDIT COMMITTEE, AUTHORIZATION OF FULL-TIME POSITION AND BUDGET AMENDMENT, THE PROVIDING FOR CORRECTIONS, SEVERABILITY; AND AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

11. **RESOLUTIONS TO AMEND THE CITIZEN WATER ADVISORY COMMITTEE BY-LAWS AND TEMPORARILY ASSIGN A TASK**

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2025-2449 APPROVING THE AMENDED BY-LAWS OF THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. (Barbara Chappell, PE, Water Services Director)

2. ADOPT RESOLUTION 2025-2450 TEMPORARILY ASSIGNING THE CITIZEN WATER ADVISORY COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS ON SOLID WASTE RATES. (Sumeet Mohan, PE, Public Works Director)

12. **AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR VANTAGE DATA CENTERS**

RECOMMENDATION

Approve the amended Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024, subject to stipulations. (Kyle Abbott, Senior Planner)

INFORMATION ITEMS

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

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

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

March 3, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

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

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 2/19/25 at 5:36 p.m. by VM.

ITEM #: 1.
DATE: 02/24/2025
AI #:2489

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Brian Issitt

SUBJECT:

RECOGNITION OF DEPUTY CHIEF JEFF MERCY 30 YEARS OF SERVICE WITH GOODYEAR POLICE DEPARTMENT

ITEM #: 2.
DATE: 02/24/2025
AI #:2452

CITY COUNCIL COMMUNICATION

STAFF PRESENTER(S): Mayor Pizzillo

SUBJECT:

2024 CITIZENS OF THE YEAR RECOGNITIONS

Citizen of the Year – Bonnie Lewis
Corporate Citizen of the Year – Friends of the Southwest Family Advocacy Center
Youth Citizen of the Year – Ameera Singh

ITEM #: 3.
DATE: 02/24/2025
AI #:2490

APPROVAL OF MINUTES

SUBJECT
APPROVAL OF MINUTES

RECOMMENDATION
Approve the February 10, 2025 Regular Meeting. (Jasmine Pernicano, Acting City Clerk)

Attachments
February 10, 2025 Draft Regular Meeting minutes

City Council Regular Meeting
City Hall - Council Chambers
1900 N. Civic Square
Goodyear, AZ 85395

Monday, February 10, 2025	**Meeting Minutes**

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

CALL TO ORDER

Mayor Pizzillo called the meeting to order at 6:15 p.m.

ROLL CALL

Present: **Mayor Joe Pizzillo**; **Vice Mayor Wally Campbell**; **Councilmember Brannon Hampton**; **Councilmember Laura Kaino**; **Councilmember Benita Beckles**; **Councilmember Trey Terry**

Absent: **Councilwoman Vicki Gillis**

Staff Present: City Manager Wynette Reed; City Attorney Roric Massey; Acting City Clerk Jasmine Pernicano

MOTION BY Vice Mayor Wally Campbell, **SECONDED BY Councilmember Brannon Hampton to EXCUSE Councilwoman Gillis. The motion carried as follows:**

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

PLEDGE OF ALLEGIANCE AND INVOCATION BY VICE MAYOR CAMPBELL

COMMUNICATIONS

1. UNIFIED RESPONDER COMMUNITY AWARD RECIPIENT

Jamie Aldama, Executive Director of Sounds of Autism, recognized the city of Goodyear for their support as the first Unified Responder Community Award receipient in the West Valley. He acknowledged the partnership and expressed gratitude to several key community partners, including West Valley Mavericks, West Valley Chambers of Commerce, Agua Fria High School District, and Goodyear Police, Fire, and Parks and Recreation Departments, among others. Council expressed appreciation for the recognition.

2. SPRING TRAINING PREVIEW

John Brown, Ballpark Coordinator for Parks and Recreation, presented an overview of the 2025 Spring Training schedule.

CITIZEN COMMENTS/APPEARANCES FROM THE FLOOR

Julie Haines, Goodyear resident, expressed a desire for additional ballfields to support youth baseball.

Levi Haines, Goodyear resident, shared his enthusiasm for baseball and more ballfields.

CONSENT

MOTION BY Councilmember Laura Kaino, SECONDED BY Vice Mayor Wally Campbell to APPROVE Consent Agenda items 3 through 7. The motion carried as follows:

AYE: **Mayor Joe Pizzillo**, **Vice Mayor Wally Campbell**, **Councilmember Brannon Hampton**, **Councilmember Laura Kaino**, **Councilmember Benita Beckles**, **Councilmember Trey Terry**

Passed - Unanimously

3. **APPROVAL OF MINUTES**
Approve the January 27, 2025 Regular Meeting draft minutes. (Jasmine Pernicano, Acting City Clerk)

4. **LETTER AGREEMENT WITH 29SC COTTON MFR PROPERTY OWNER, LLC. REGARDING SETTLEMENT OF INFRASTRUCTURE OBLIGATIONS**

RECOMMENDATION
Approve the Letter Agreement with 29SC Cotton MFR Property Owner, LLC, to provide the city with an in-lieu payment for the construction of an eight-inch (8”) water line, and authorize the City Manager, or designee, to execute the agreement. (Kini Knudson, Deputy City Manager)

5. **APPROVE BUDGET AMENDMENTS & RELATED EXPENDITURE AUTHORITY**

RECOMMENDATION
Approve budget amendments and related expenditure authority. (Ryan Bittle, Finance Manager)

6. **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN SURPRISE FIRE-MEDICAL DEPARTMENT AND THE CITY OF GOODYEAR FOR BACK-UP AMBULANCE SERVICES**

RECOMMENDATION
Approve IGA with Surprise Fire-Medical Department and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Paul Luizzi, Fire Chief)

7. **RESOLUTION APPROVING THE 2024 ASSISTANCE TO FIREFIGHTERS GRANT**

RECOMMENDATION
ADOPT RESOLUTION NO. 2025-2446 RATIFYING THE CONDITIONAL APPROVAL AUTHORIZING THE SUBMISSION OF AN APPLICATION FOR THE 2024 ASSISTANCE TO FIREFIGHTERS GRANT ("AFG") REGIONAL GRANT AWARD, TO THE GLENDALE REGIONAL FIRE DEPARTMENT ON BEHALF OF WEST VALLEY CITIES, AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATING TO SAID APPLICATION, AND AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT (IF GRANT FUNDS ARE AWARDED), AND AUTHORIZING THE CITY MANAGER TO APPROVE THE REQUIRED BUDGET TRANSFER (IF GRANT FUNDS ARE AWARDED). (Paul Luizzi, Fire Chief)

PUBLIC HEARINGS

8. **PENSKE TRUCK LEASING ANNEXATION**

Mayor Pizzillo opened the public hearing at 6:32 p.m.

Senior Planner Justin Gabrielson provided details about the annexation, including a description of the property. He also discussed the land use designation to expand the existing Penske Truck Rental facility, located adjacent to the property on the east, within city limits.

There being no speakers, Mayor Pizzillo closed the public hearing at 6:34 p.m.

Council discussed the intended use and the location.

[No action was needed on this item.]

INFORMATION ITEM

City Manager Wynette Reed reported on the Heart and Sole event held on February 8, 2025, which attracted over 600 attendees.

Council spoke about Alice Cooper's Solid Rock Teen Center and their upcoming event.

FUTURE MEETINGS

Future meetings are tentatively scheduled as follows:

February 24, 2025	Council Meeting	5:00 p.m.

ADJOURNMENT

There being no further business to discuss, Mayor Pizzillo adjourned the Regular Meeting at 6:37 p.m.

_____ _____

Jasmine Pernicano, Acting 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 February 10, 2025. I further certify that the meeting was duly called and held and that a quorum was present.

Dated this ____ day of _____, 2025. SEAL:

_____

Jasmine Pernicano, Acting City Clerk

ITEM #: 4.
DATE: 02/24/2025
AI #:2371

CITY COUNCIL ACTION REPORT

SUBJECT: **INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF PHOENIX AND THE CITY OF GOODYEAR FOR USE OF FIRE APPARATUS**

STAFF PRESENTER(S): Paul Luizzi, Fire Chief

SUMMARY

The Goodyear Fire department would like to enter into an Intergovernmental Agreement (IGA) with the Phoenix Fire department for the use of various fire apparatus on an as-needed basis.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

Economic Vitality

INFRASTRUCTURE

RECOMMENDATION

Approve IGA with City of Phoenix and providing authorization and direction to take actions and execute documents necessary to carry out the intent of the agreement. (Paul Luizzi, Fire Chief)

STIPULATIONS

In the event of loss or damage to the loaned apparatus, City of Goodyear shall be responsible, at the City's option, to either (a) replace the same in good repair, condition or working order, (b) replace the same with like equipment in good repair, condition and working order, or (c) pay to the City of Phoenix the replacement costs of the loaned equipment.

FISCAL IMPACT

The Goodyear Fire department will be responsible for all operating costs of the loaned equipment for the duration of the occurrence, which may include fuel, oil, licenses, municipal licenses, and inspection fees (if applicable). The department will absorb costs within the normal budget.

BACKGROUND AND PREVIOUS ACTIONS

The Goodyear Fire department is an active participant in the IGA Regional Metropolitan Phoenix Fire Service Automatic Aid agreement CON17-6221, which states the purpose of the agreement is to provide highly efficient, effective, and mutually beneficial relationship among multiple regional jurisdictions to provide for the overall public safety of the region.

STAFF ANALYSIS

While borrowing emergency apparatus from Phoenix will be a rare event, it allows Goodyear the flexibility, if we have used all our spare apparatus, to have a backup plan to ensure that our fire department is response ready. This IGA with the City of Phoenix (Attachment A) will provide additional apparatus resources when needed. This agreement supports ongoing collaboration between the Phoenix Fire department and the Goodyear Fire department. The Goodyear Fire department has been part of the Metro Phoenix Automatic Aid Consortium since 1999. The delivery of fire protection, special operations, and emergency medical services in the Valley is a model for intergovernmental cooperation, efficiency, and customer service.

Attachments

Attachment A - IGA Agreement

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF PHOENIX
AND
THE CITY OF GOODYEAR
FOR USE OF FIRE APPARATUS

Phoenix Contract No. _____
Goodyear Contract No. _____

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____, 2024 (Effective Date), by and between the City of Phoenix, for and on behalf of the Phoenix Fire Department ("the City"), and the City of Goodyear, for and on behalf of the Goodyear Fire Department ("the Agency"). Throughout this Agreement, the City and the Agency individually may be referred to as "Party" and may be referred to collectively as "Parties" to this Agreement.

RECITALS

WHEREAS, the City Manager of Phoenix, is authorized and empowered by provisions of the City Charter to execute contracts; and,

WHEREAS, the City is authorized and empowered to enter into agreements pursuant to Chapter 2, Section 2 (i), of the Charter of the City of Phoenix; and,

WHEREAS, the City and the Agency are authorized and empowered to enter into intergovernmental agreements for the provision of services or for joint or cooperative action pursuant to Arizona Revised Statutes (A.R.S.) §11-952; and,

WHEREAS, agreements for intergovernmental cooperation in public safety areas, including operations and management of fire and police, or the public safety related agencies have existed between municipalities and governmental jurisdictions; and,

WHEREAS, the City of Phoenix is the owner of various fire apparatus; and,

WHEREAS, the Agency desires the use of such fire apparatus; and,

WHEREAS, Ordinance No. S-51045 dated June 12, 2024 authorized the City to enter into an agreement with Goodyear Fire Department for the use of fire apparatus from the Phoenix Fire Department.

AGREEMENT

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

ARTICLE I. PURPOSE

The Phoenix Fire Department would like the ability to allow partner agencies the use of various fire apparatus on an as-needed basis to benefit public safety as long as such use is not detrimental to operations at the Phoenix Fire Department.

ARTICLE II. STATEMENT OF SERVICES

1. City hereby agrees to lend to Agency and Agency hereby agrees to borrow from City, the following described fire apparatus ("Loaned Equipment") AS IS:

- ☐ Engine(pumper)
- ☐ Ladder
- ☐ Ambulance
- ☐ other emergency response vehicle

2. Loaned Equipment Pickup. After the commencement of the Term, when a loan of Equipment has been arranged, Agency shall be responsible for picking up the Loaned Equipment from the City's Fire Resource Center, located at 2625 S. 19th Avenue, Phoenix, Arizona 85009 and filling out the Phoenix Fire Department Vehicle Use Form “Exhibit A” attached.

3. Use. Agency shall use the Loaned Equipment in a careful and proper manner and solely for the purpose of fire prevention and firefighting. Agency further shall comply with and conform to all national, state, municipal, police and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Loaned Equipment.

4. Right to Lend Equipment. City warrants to Agency that City has been authorized by its governing body to lend the Loaned Equipment to the Agency as provided in this Agreement and Agency warrants to City that Agency has been authorized by its governing body to borrow the Loaned Equipment from City as provided in this Agreement.

5. Ownership. Title to the Loaned Equipment and ownership thereof shall at all times be registered in the name of City and Agency shall have no right to use the Loaned Equipment, except as set forth in this Agreement.

6. Repairs. Agency, at its sole cost and expense, shall keep the Loaned Equipment in good repair, condition and working order, and shall replace any and all parts,

mechanisms and devices required to keep the Loaned Equipment in good mechanical working order, including completing any repairs or maintenance required under and in accordance with the City's specifications.

7. Operating Costs. Agency shall pay all operating costs whatsoever of the Loaned Equipment, including without limiting the generality of the foregoing, the cost of fuel, oil, licenses, license registration fees, municipal licenses and inspection fees (if applicable).

8. Inspection and Certification. City shall have the right to inspect the Loaned Equipment, without prior notice at all reasonable times during the Term. Agency further agrees to comply with the inspection and certification per the City's requirements and have the Loaned Equipment inspected per the City's requirements at such location as City shall designate.

9. Alteration. Agency shall not alter, add, or allow any other party to alter or add to the Loaned Equipment in any way without the prior written approval of City. Any approved alterations or additions to the Loaned Equipment shall become and remain the property of the City.

10. Loss and Damage. Agency hereby assumes and shall bear the entire risk of loss and damage to the Loaned Equipment from any and every cause whatsoever. No loss or damage to the Loaned Equipment or any part thereof shall impair any obligation of Agency under this Agreement which shall continue in full force and effect through the Term.

11. In the event of loss or damage of any kind whatever to the Loaned Equipment, Agency shall, at City's option:

(i) replace the same in good repair, condition and working order;

(ii) replace the same with like equipment in good repair, condition and working order; or

(iii) pay to City the replacement cost of the Loaned Equipment.

12. Surrender. Upon the expiration of the Term or earlier termination of this Agreement, Agency shall return the Loaned Equipment to City in good repair, condition and working order, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering the Loaned Equipment at Agency's cost and expense to such place as City shall specify within the City of Phoenix, Arizona.

13. Taxes. Agency shall keep the Loaned Equipment free and clear of all levies, liens and encumbrances. Agency, or City at Agency's expense, shall report, pay and discharge when due all license and registration fees, assessments, sales, use and property taxes, gross receipts, taxes arising out of receipts from use or operation of the Loaned Equipment, and other taxes, fees and governmental charges similar or dissimilar to the foregoing, together with any penalties or interest thereon,

imposed by any state, federal or local government or any agency, or department thereof, upon the Loaned Equipment or the purchase, use, operation or leasing of the Loaned Equipment or otherwise in any manner with respect thereto and whether or not the same shall be assessed against or in the name of City or Agency. However, Agency shall not be required to pay or discharge any such tax or assessment so long as it shall, in good faith and by appropriate legal proceedings, contest the validity thereof in any reasonable manner which will not affect or endanger the title and interest of City to the Loaned Equipment; provided, Agency shall reimburse City for any damages or expenses resulting from such failure to pay or discharge.

14. Warranty. Agency acknowledges and agrees that City makes no warranties, either express or implied, as to any matter whatsoever, including without limiting the generality of the foregoing, the condition of the Loaned Equipment, its mechantability, or its fitness for any particular purpose.

15. No Liability. Agency acknowledges and agrees that City shall not have any liability for any damages, liabilities or obligations that arise (whether directly or indirectly) as a result of this Agreement or Agency's possession, use, operation or return of the Loaned Equipment. This provision shall survive termination or expiration of this Agreement.

16. Default. If Agency fails to pay any amount herein provided within ten (10) days after the same is due and payable, or if the Agency fails to observe, keep or perform any other provision of this Agreement required to be observed, kept or performed by the Agency, the City shall have the right to exercise any one or more of the following remedies:

(i) To declare the entire amount of payment hereunder immediately due and payable without notice or demand to Agency.
(ii) To sue for and recover all payments, then accrued or thereafter accruing.
(iii) To take possession of the Loaned Equipment, without demand or notice, wherever same may be located, without any court order or other process of law. Agency hereby waives any and all damages occasioned by such taking of possession.
(iv) To terminate this Agreement.
(v) To pursue any other remedy at law or in equity.

17. Notwithstanding any repossession or any other action which City may take, Agency shall be and remain liable for the full performance of all obligations on the part of Agency to be performed under this Agreement. All of City's remedies are cumulative and may be exercised concurrently or separately.

ARTICLE III. TERM OF THE AGREEMENT

1. Term:
This Agreement shall commence on the Effective Date referenced above and shall continue in force for five (5) years or until terminated by formal act of the Parties.

2. Termination and Cancellation:
Either Party at their convenience, by written notice, may terminate this Agreement in whole or in part by providing thirty days (30) written notice to the other Party. If this Agreement is terminated, the Agency, will be liable under the provisions of this contract for services and material rendered and accepted. In addition, the Parties acknowledge that this Agreement is subject to the cancellation by either party pursuant to the provisions of A.R.S. § 38-511. Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

Further, the parties agree that City shall have the right to terminate this Agreement upon five (5) days prior written notice, if City's Fire Chief shall determine in his sole discretion that City has a need for the Loaned Equipment. Within five (5) calendar days of Agency's receipt of such a notice, Agency shall return the Loaned Equipment to City at the City's Fire Resource Center, located at 2625 S. 19th Avenue, Phoenix, Arizona 85009.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Governing Law; Forum; Venue:
This Agreement is executed and delivered in the State of Arizona, and the substantive laws of the State of Arizona (without reference to choice of law principles) will govern its interpretation and enforcement. Any action brought to interpret or enforce any provision of this Agreement that cannot be administratively resolved, or otherwise related to or arising from this Agreement, will be commenced and maintained in the state or federal courts in the State of Arizona, Maricopa County, and each of the Parties, to the extent permitted by law, consents to jurisdiction and venue in such courts for such purposes.

2. Implied Terms:
Each and every provision of law and any clause required by law to be in this Agreement shall be read and enforced as though it were included herein, and, if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either Party, the Agreement shall be amended to make such insertion or correction.

3. Entire Agreement; No Waiver; Amendment:
This Agreement is intended by the undersigned Parties as the final expression of their agreement and is intended to be the complete and exclusive statement of the

terms of the agreement between the Parties. No course of prior dealings between the Parties and no usage in the trade shall be relevant to supplement or explain any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing Party has knowledge of the nature of the performance and the opportunity to object. Any delay or failure to exercise or enforce any right, power, privilege, or remedy under this Agreement by a Party may not be deemed a waiver, release, or modification of the requirements of this Agreement or any of its terms or provisions by that Party. This Agreement may not be modified or amended except in a writing signed by both Parties.

4. Third-Party Beneficiary Clause:

The Parties expressly agree that this Agreement is neither intended by any of its provisions to create any third-Party beneficiary, nor to authorize anyone not a Party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

5. Fund Appropriation Contingency:

The Parties understand that the continuation of this Agreement is subject to the budget of the Parties providing for the associated expenditures. The Parties cannot assure that the funding for this Agreement will be approved in the future. In such event, either Party may terminate this Agreement.

6. No Joint Venture:

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

7. Assignment and Delegation:

Neither this Agreement, nor any of its rights or obligations, may be transferred or assigned by either Party without the prior written consent of both Parties. Any attempt to assign this Agreement without prior written consent will be void and may result in penalties up to and including termination of the Agreement.

8. Independent Contractor Status:

To the extent required by law, the Parties agree that neither Party shall be deemed to be an employee or agent of the other Party to this Agreement and that the relationship created by this Agreement is that of independent contractors. To the extent applicable by law, neither Agency nor any of Agency's agents, employees or helpers will be deemed to be the employee, agent, or servant of the City.

9. Workers' Compensation:

Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee

entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers' compensation and related benefits.

10. Severability:

The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which shall remain in effect without the invalid provision or application.

11. Compliance with Laws:

The Parties will comply with all existing and subsequently enacted federal, state and local laws, ordinances, codes, and regulations that are, or become applicable to this Agreement. If a subsequently enacted law imposes substantial additional costs, a request for an amendment may be submitted pursuant to this Agreement.

12. Drug Free Workplace:

The Parties will comply with the Drug Free Workplace Act of 1988 and will permit inspection of its personnel records to verify such compliance. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

13. Immigration Requirements:

To the extent applicable by law, the Parties will comply with the Immigration Reform and Control Act of 1986 ("IRCA") and will permit inspection of its personnel records to verify such compliance. To the extent applicable under A.R.S. § 41-4401, each Party warrants compliance with all federal immigration laws and regulations that relate to its employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). Each Party has the right to inspect the papers of the other Parties participating in this Agreement to ensure compliance with this paragraph. A Party's breach of the above-mentioned warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement.

14. Legal Worker Requirements:

To the extent applicable by law, the Agency is prohibited by Arizona Revised Statutes § 41-4401 from awarding an agreement to any organization who fails, or whose subcontractors fail, to comply with Arizona Revised Statutes § 23-214(A). Therefore, the City shall ensure that:

14.1 To the extent applicable by law, each subcontractor the City uses warrants their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with Arizona Revised Statutes § 23-214,

14.2 To the extent applicable by law, a breach of warranty will be deemed a material breach of the Agreement and is subject to termination of the Agreement by the Agency.

14.3 To the extent applicable by law, the Agency will have the legal right to inspect the papers of the City and any contractor or subcontractor who work(s) on this Agreement to ensure that the contractor or subcontractor is complying with this Section.

15. Disposition of Property:
Upon cancellation or termination of this Agreement, each party will retain ownership of their solely provided property for the purposes of disposing of property on termination.

ARTICLE V. PAYMENTS

1. Payment and Fees:
Agency's Payment. If Agency fails to procure or maintain said insurance or to pay fees, assessments, charges and taxes, all as specified in this Agreement, City shall have the right, but shall not be obligated, to affect such insurance, or pay said fees, assignments, charges and taxes, as the case may be. In that event, the cost thereof shall be repayable to City upon demand, and failure to repay the same shall carry with it the consequence of interest at ten percent (10%) per annum.

2. Invoicing:
Agency shall remit all payments to the City of Phoenix Fire Department within thirty (30) calendar days of the invoice date (the "Due Date"). If Agency's payment is not received with five (5) days after the Due Date, Phoenix may exercise its right to terminate this Agreement.

ARTICLE VI. INSURANCE AND INDEMNIFICATION

1. Indemnification:
In consideration of the benefits afforded by this Agreement, the requesting Department or Entity agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees (“Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever (“Losses”) caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors (“Indemnitor’s Agents”) arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state’s Workers’

Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the benefits afforded by this Agreement, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

2. Agency's Insurance:
Agency must procure insurance against claims that may arise from or relate to the Loaned Equipment and must maintain that insurance until the termination of this Agreement.

Scope and Limits of Insurance: Agency must provide coverage with limits of liability not less than those stated below.

3. Automobile Liability:
Bodily Injury and Property Damage for the Loaned Equipment used in connection with this Agreement: Combined Single Limit (CSL) $2,000,000

This insurance requirement is a minimum requirement for this Agreement and in no way limits the indemnity covenants contained herein. City does not in any manner warrant that the minimum limits contained in this Section are sufficient to protect the Agency from liabilities that might arise under this Agreement and Agency is free to purchase such additional insurance as Agency may determine to be necessary.

ARTICLE VII. NOTICES

1. Any notice, consent, or other communication ("notice") required or permitted under this Agreement must be in writing and either delivered in person, sent by facsimile transmission, deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, or deposited with any commercial air courier or express service addressed as follows:

If to City:	If to Agency :
Phoenix Fire Department 150 S. 12th Street Phoenix, AZ 85034 Attn: Michael J. Duran Phoenix Fire Chief Telephone: (602) 256-3189 Fax: (602) 262-4429	Goodyear Fire Department 14455 W. Van Buren Street, Suite E-102 Goodyear, AZ 85338 Attn: Paul Luizzi Goodyear Fire Chief Telephone: (623) 882-7109 Fax: (623) 882-7114

Notice will be deemed received at the time it is personally served or, on the day it is sent by facsimile transmission or, upon deposit with any commercial air courier or express service or, if mailed, ten (10) days after the notice is deposited in the United States mail as provided above. Either Party may change its mailing address, fax number, or the contact information for the person to receive notice by notifying the other Party as provided herein. Notice sent by facsimile transmission must also be sent by regular mail to the recipient at the above address. This requirement for duplicate notice is not intended to change the effective date of the notice sent by facsimile transmission.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, this Agreement is executed as provided below. Further, in signing this Agreement, the signatories below affirm and attest that they are authorized to execute this Agreement on behalf of their respective Party.

CITY OF PHOENIX, a municipal corporation
Jeffrey Barton, City Manager

By: _____
Michael J. Duran
Fire Chief

ATTEST:

_____
City Clerk

APPROVED AS TO FORM:

_____
Assistant Chief Counsel

CITY OF GOODYEAR, a municipal corporation

By: _____
Wynette Reed, City Manager

ATTEST:

_____
City Clerk, Goodyear

APPROVED AS TO FORM:

_____
City Attorney, Goodyear

In accordance with A.R.S. §11-952 (D), this Agreement has been reviewed by each of the undersigned attorneys who have determined that, as to their respective clients only, it is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

CITY OF PHOENIX

By: _____
David Lavelle
Assistant Chief Counsel

Date: _____

CITY OF GOODYEAR, a municipal corporation

By: _____
City Attorney, Goodyear

Date: _____

EXHIBIT A

PHOENIX FIRE DEPARTMENT
VEHICLE USE FORM

PHOENIX FIRE DEPARTMENT VEHICLE USE FORM

Date:

Requestor Information			
Requesting Department:			
Name:		Phone:	
Title/Rank:		Email:	

Loan Detail			
Reason for Loan:			
Vehicle Type:	☐	☐	☐
Vehicle Count:			
Vehicle Issue Date:		Vehicle Return Date:	
Usage Start Date:		Usage End Date:	

Vehicle Use Form

Purpose: This vehicle use agreement allows partner agencies the use of various Phoenix fire apparatus on an as-needed basis as long as such use is not detrimental to operations at the Phoenix Fire Department.

I confirm that I have requested and am taking possession of the vehicles noted above and further detailed below. I have confirmed that the vehicles are in good working order and without obvious defects _____ (initial).

I understand that under the terms of this loan agreement my Department, City and I am responsible for the care and security of loaned vehicles. I understand that any vehicle that is lost, stolen, or damaged is the responsibility of my Department or City to repair or replace. I understand that the Phoenix Fire Department reserves the right to request that loaned vehicles be returned before the return date listed, if necessary.

Indemnification: In consideration of the benefits afforded by this Agreement, the requesting Department or Entity agrees to defend, indemnify, and hold harmless the City of Phoenix and its officers, officials (elected or appointed), agents, and employees ("Indemnitee") from and against any and all claims, actions, liabilities, damages, losses or expenses (including but not limited to court costs, attorney fees, expert fees, and costs of claim processing, investigation and litigation) of any nature or kind whatsoever ("Losses") caused, or alleged to be caused, in whole or in part, by the wrongful, negligent or willful acts, or errors or omissions of Indemnitor or any of its owners, officers, directors, members, managers, agents, employees or subcontractors ("Indemnitor's Agents") arising out of or in connection with this Agreement. This defense and indemnity obligation includes holding Indemnitee harmless for any Losses arising out of or recovered under any state's Workers' Compensation Law or arising out of the failure of Indemnitor or Indemnitor's Agents to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. Indemnitor's duty to defend Indemnitee accrues immediately at the time a claim is threatened or a claim is made against Indemnitee, whichever is first. Indemnitor's duty to defend exists regardless of whether Indemnitor is ultimately found liable. Indemnitor must indemnify Indemnitee from and against any and all Losses, except where it is proven that those Losses are solely a result of Indemnitee's own negligent or willful acts or omissions. Indemnitor will be responsible for primary loss investigation, defense and judgment costs where this indemnification applies. In consideration of the benefits afforded by this Agreement, Indemnitor waives all rights of subrogation against Indemnitee for losses arising from the work performed by Indemnitor or Indemnitor's Agents for the City of Phoenix. The obligations of Indemnitor under this provision survive the termination or expiration of this Agreement.

Phoenix Fire
Department Vehicle Use
Form

Workers' Compensation: Pursuant to A.R.S. § 23-1022(D), for the purposes of workers' compensation coverage, all employees of each Party covered by this Agreement shall be deemed to be an employee of all Parties. The entity which regularly employs an employee entitled to workers' compensation arising out of work associated with this Agreement shall be the entity solely liable for payment of all workers' compensation and related benefits.	
Requested By (Print):	
Requested By (Sign):	**Date:**
Phoenix Fire Representative (Print):	
Phoenix Fire Representative (Sign):	
Services Use Only	
Vehicles Issued By:	**Date:**
	☐ Inventory on Reverse (pg. 2) ☐ Additional Inventory pages attached (X pages total)

Inventory of Issued Vehicles

CoP Shop Number	VIN #:	License #	

Received by (print) _____

Received by (sign) _____ Date _____

Page 2 of 2

ITEM #: 5.
DATE: 02/24/2025
AI #:2410

CITY COUNCIL ACTION REPORT

SUBJECT: **AUTHORIZATION FOR ACQUISITIONS OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE CIP#42058 MCDOWELL ROAD MEDIAN IMPROVEMENTS PROJECT**

STAFF PRESENTER(S): Kimberly Romero, Real Estate Supervisor

OTHER PRESENTER(S):

Dylan Hasse, Senior Project Manager

SUMMARY

Approval of this action item will provide the authorization necessary to proceed with the acquisition of the land rights necessary on the north and south sides of McDowell Road, for the completion of Capital Improvement Project (CIP) #42058 West McDowell Road Median Improvements Project.

STRATEGIC PLAN ALIGNMENT

Economic Vitality

INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2447 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO MCDOWELL ROAD BETWEEN DYSART ROAD AND APPROXIMATELY 694 FEET WEST OF LITCHFIELD ROAD TO DYSART ROAD. A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE (Kimberly Romero, Real Estate Supervisor)

FISCAL IMPACT

CIP project #42058 was included in the fiscal year 2025 budget in the amount of $11,665,900. The land component of the budget is $286,600 and will be used to pay compensation for (i) the land rights required for the project, (ii) payment for personal property improvements, including landscaping that will be impacted by the project; (iii) payment of costs to cure; and (iv) transaction-related costs such as title reports, appraisals, appraisal reviews, escrow closing costs, title insurance and legal fees of outside counsel and litigation guarantee reports if eminent domain is required.

BACKGROUND AND PREVIOUS ACTIONS

Mayor and Council of the city of Goodyear previously approved CIP #42058 to improve the section of McDowell Road between Dysart Road and approximately 694 feet west of Litchfield Road. This project is included in the city's fiscal year 2025 CIP. The objective of the project is to improve traffic flow.

The project will provide the third travel and bike lanes within this section of McDowell Road by reducing the size of the existing median and relocate existing sidewalks to accommodate a third thru-lane and bike lanes in each direction. The project will require the reconstruction, modification, relocation, and/or replacement of existing road improvements, including: pavement, the raised median, sidewalks, outside curb & gutter, curb returns and curb ramps at the McDowell Road and Litchfield Road intersection, drainage improvements, landscaping and landscaping irrigation, conduit, street lighting, intelligent transportation system (ITS) infrastructure, traffic signal improvements at the McDowell Road/Litchfield Road intersection, and drainage improvements. New A3 power poles may be installed within the reconstructed median and a combined landscape irrigation system that will irrigate both the landscaping within the reconstructed median and the landscaping along the north side of McDowell Road adjacent to existing residential communities that the City maintains may be installed.

The project will impact existing driveways into commercial developments and private improvements currently located within public utility easements (PUE). The impacted driveways will be reconstructed to comply with the requirements of the Americans with Disabilities Act for concrete sidewalk, ramps, and driveways. The project will not require the purchase of any additional right-of-way. However, the City will need to acquire temporary construction easements allowing for the temporary use of the adjacent properties during the completion of the improvements, including, but not limited to, allowing the City to undertake any of the project activities located within private property including the reconstruction of any impacted driveways and the removal of any landscaping improvements. In addition, because sidewalk improvements will be relocated to existing PUE, the City may have to remove personal property improvements located within the PUE, which will require the City to purchase the improvements being removed. Finally, the City will need to acquire public utility and sidewalk easement(s) from the owner(s) of the properties at the southwest corner of Litchfield Road and McDowell Road and any personal property improvements located within the easement(s) being acquired that will need to be removed to accommodate the project improvements.

The purpose of this action is to authorize the acquisition of the real and personal property interests described above.

STAFF ANALYSIS

The project impacts 12 parcels located on the north and south sides of McDowell. A depiction of the 12 parcels that will be impacted by the projects is attached as Exhibit “A” to Resolution 2025-2447. CIP Engineering staff and the design team have worked diligently on a design that is cost-effective and minimizes the impact to affected property owners, while still achieving the goals of the project as described above. Based on current design plans, which are 90% complete, the City will acquire Public Utility and Sidewalk Easement(s) over approximately 1,735 square feet, and Temporary Construction Easements over approximately 15,718 square feet. Although the square footage can increase or decrease as the plans for the project are further refined, engineering staff does not anticipate any changes.

Construction of the Road Improvements cannot commence until all the necessary real and personal property interests are acquired. The design plans are 90% complete. The legal descriptions for the required easements have been completed, the plans are at a point staff has identified the various real property interests that are required for the project. Obtaining council authorization allows staff to move forward with the acquisition of the necessary real and personal property rights from the impacted owners.

Accordingly, Staff is recommending the Mayor and Council adopt Resolution 2025-2447 authorizing and directing City Staff to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real and personal property interests needed for the completion of improvements to the north and south sides of McDowell Road from 694 feet west of Litchfield Road to Dysart Road from the owners of the properties identified on Attachment A attached to Resolution 2025-2447.

Attachments

Attachment A - Resolution 2025-2447 with exhibit

RESOLUTION NO. 2025-2447

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS TO MCDOWELL ROAD BETWEEN DYSART ROAD AND APPROXIMATELY 694 FEET WEST OF LITCHFIELD ROAD TO DYSART ROAD. A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the City of Goodyear previously approved Capital Improvement Project Number 42058 the McDowell Road Median Improvements Project to improve the section of McDowell Road between Dysart Road and approximately 694 feet west of Litchfield Road to accommodate a third thru-lane and bike lanes in each direction (the "Project); and

WHEREAS, project will provide the third travel and bike lanes within this section of McDowell Road by reducing the size of the existing median and relocate existing sidewalks to accommodate a third thru-lane and bike lanes in each direction, which will be accomplished by the reconstruction, modification, relocation, and/or replacement of existing road improvements, including: pavement, the raised median, sidewalks, outside curb & gutter, curb returns and curb ramps at the McDowell Road and Litchfield Road intersection, drainage improvements, landscaping and landscaping irrigation, conduit, street lighting, intelligent transportation system (ITS) infrastructure, traffic signal improvements at the McDowell Road/Litchfield Road intersection, and drainage improvements (the "Project Improvements"); and

WHEREAS, as part of this project, new A3 power poles may be installed within the reconstructed median and a combined landscape irrigation system that will irrigate both the landscaping within the reconstructed median and the landscaping along the north side of McDowell Road adjacent to existing residential communities that the city maintains may be installed; and

WHEREAS, the completion of the Project Improvements will improve traffic flow, safety, capacity on the eastbound and westbound traffic on McDowell Rd. and Litchfield Road and will improve accessibility for motor vehicles, bicycles, and pedestrians; and

WHEREAS, design plans for the Project Improvements are 90% complete and the city's design consultants have identified and prepared legal descriptions of the portion of real property over which easements will be required; and

WHEREAS, the completion of the Project Improvements will require the city to acquire temporary construction easements allowing for the temporary use of the adjacent properties during the completion of the improvements, including allowing the city to undertake any of the project activities located within private property including the reconstruction of impacted driveways and the removal and/or replacement of impacted

landscaping or other improvements; and the completion of the Project Improvements will require the city to acquire public utility and sidewalk easement(s) from the owner(s) of the properties at the southwest corner of Litchfield Road and McDowell Road; and personal property that will need to be removed to accommodate the Project Improvements; and

WHEREAS, the City of Goodyear has considered alternatives available to it, has balanced the greater public good and the least private injury that will result from the city's acquisition of the real property interests necessary for the completion of the Project Improvements and, the removal of any the personal property thereon if required to accommodate the Project Improvements; and

WHEREAS, the City of Goodyear has determined that temporary construction easements and public utility and sidewalk easement(s) described above within the areas generally depicted on ed Exhibit "A" attached hereto results in the greater public good and the least private injury.

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

SECTION 1. The Council of the City of Goodyear finds that the acquisition of temporary construction easements and public utility and sidewalk easement(s) within the areas generally depicted in Exhibit "A" attached hereto and any personal property located within the easements being acquired that may need to be removed to accommodate the Project Improvements is needed for the completion of Capital Improvement Project Number 42058 the McDowell Road Median Improvements Project and the securing of immediate possession of such real and personal property interests is for a necessary public purpose and is in the best interest of the citizens of the City of Goodyear.

SECTION 2. Subject to the terms set forth herein, city staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real and personal property interests needed for the completion of the Project Improvements from the owners of the properties identified on Exhibit "A" attached hereto as determined by the final engineering design plans, which includes temporary construction easements, public utility and sidewalk easement(s), any personal property located within the easements being acquired that may need to be removed to accommodate the Project Improvements. Written offers and purchase agreements for the real and personal property interests to be acquired shall be in a form approved by the City Attorney or his designee.

SECTION 3. If city staff is not able to acquire the real and personal property interests needed for the completion of the Project Improvements by dedication donation, or purchase within a reasonable period of time, the City Attorney

or his designee is hereby authorized and directed to commence or cause the commencement of condemnation proceedings, through the exercise of the power of eminent domain, to acquire, in the name of the City of Goodyear, the real and personal property interests needed for the construction of the Project Improvements and to secure immediate possession of such real and personal property interests. The City Attorney and or his designee is further authorized and directed to undertake all actions and to perform all acts necessary in furtherance of the acquisition of such real and personal property interests.

SECTION 4. The City Manager or designee is expressly authorized to take all actions and execute all documents necessary to acquire the real and personal property interests needed for the completion of Capital Improvement Project Number 42058 the McDowell Road Median Improvements Project, and to carry out the intent of this Resolution.

SECTION 5. Resolution 2025-2447 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 24th day of February 2025.

_____
Joe Pizzillo, Mayor

Date: _____

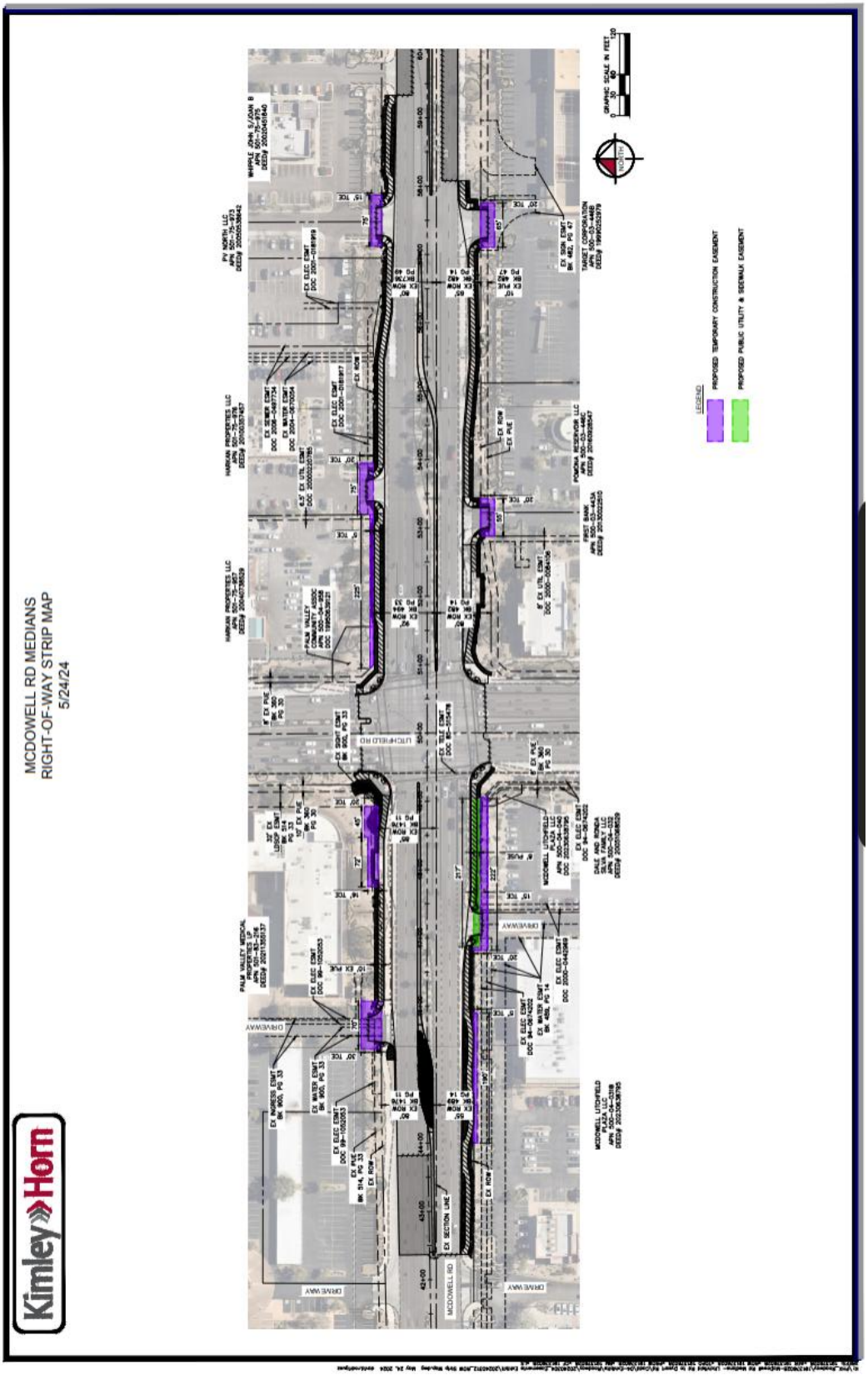
ATTEST:

_____
Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

Exhibit “A”


MCDOWELL RD MEDIANS
RIGHT-OF-WAY STRIP MAP
5/24/24
Kimley»Horn
LEGEND
PROPOSED TEMPORARY CONSTRUCTION EASEMENT
PROPOSED PUBLIC UTILITY & SIDEWALK EASEMENT
GRAPHIC SCALE IN FEET
0 30 60 120
NORTH
MCDOWELL RD
LITCHFIELD RD
DRIVEWAY
EX SECTION LINE

ITEM #: 6.
DATE: 02/24/2025
AI #:2412

CITY COUNCIL ACTION REPORT

SUBJECT: **ARIZONA CRASH INFORMATION SYSTEM DATA EXCHANGE AGREEMENT WITH ADOT**

STAFF PRESENTER(S): Steve Scinto, Director of Engineering

OTHER PRESENTER(S):

Erik Cesek, Assistant City Traffic Engineer

SUMMARY

An Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) will provide city staff with access to the Arizona Crash Information System and Crash Records Information System. Both tools are utilized to query, analyze, and retrieve crash data relevant to the City of Goodyear.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) to provide City of Goodyear access to the Arizona Crash Information System and Crash Records Information System. (Erik Cesek, Assistant City Traffic Engineer)

FISCAL IMPACT

There is no direct fiscal impact related to this item.

BACKGROUND AND PREVIOUS ACTIONS

There has not been a previous IGA with ADOT for City of Goodyear access to the Arizona Crash Information System or Crash Records Information System.

STAFF ANALYSIS

The IGA provides city staff the ability to query, analyze, and retrieve crash data within the city of Goodyear from ADOT. This data will be used to determine high-risk crash locations and utilized for analysis and reporting in the upcoming Road Safety Action Plan.

This IGA with the ADOT results in no additional costs to the city. This data may be utilized for future strategic plans or potential funding opportunities.

Attachments

Attachment A - ADOT Data Exchange Agreement

Transportation Systems Management and Operations

Katie Hobbs, Governor
Jennifer Toth, Director
Greg Byres, Deputy Director for Transportation

DATA ACCESS / EXCHANGE AGREEMENT

ADOT File No:	**24-0009784-I**
Date:	
Name of Agency:	City of Goodyear
Doing Business As:	
Business Address:	14455 W. Van Buren Street, Suite D Goodyear, AZ 85338
Mailing Address:	Same as above
Telephone Number:	623.932.3005

City of Goodyear (AGENCY) hereby requests authorization for connectivity to the Arizona Department of Transportation's (ADOT or State) (check all that apply):

☒ CRIS Database to submit electronic crash records.

☒ CRIS Database to access and retrieve crash data.

☒ ACIS to query, analyze and retrieve crash data.

ADOT is authorized to enter into this Agreement pursuant to Arizona Revised Statutes ("A.R.S.") § 28-363.

City of Goodyear (AGENCY) is authorized to enter into this Agreement pursuant to the Goodyear City Charter.

The AGENCY (as defined below) hereby requests authorization for connectivity to the CRIS Database and/or ACIS of the Arizona Department of Transportation, Transportation Systems Management and Operations Division (TSMO). The AGENCY's specific access capabilities are set forth and further described in the attached Addendum, which shall be considered a part of this Agreement between the AGENCY and ADOT.

The AGENCY understands and agrees that it shall only access the CRIS Database and/or the ACIS in accordance with the terms and conditions set forth herein. If at any time ADOT believes the AGENCY is using such access in an unauthorized or unlawful manner, ADOT reserves the right, in its sole discretion, to immediately terminate this Agreement.

This Agreement complies with GITA Statewide Standard P740-S741, Standard 4.7.3.

Definitions

"ACIS" means the Arizona Crash Information System.

"ADOT" means the Arizona Department of Transportation.

"AGENCY" means **City of Goodyear.**

"Agreement" means this Data Access Exchange Agreement.

"Authorized individuals" means those persons who are employed or contracted by AGENCY to perform the activities authorized hereunder.

"Connectivity" means to make and/or maintain a computer connection with ADOT for the purpose of performing the activities authorized under this Agreement.

"CRIS" means the Crash Records Information System.

"Encrypt" means to scramble computerized information to secure data by using special algorithms for transmission or other purposes.

"Parties" means ADOT and the AGENCY, collectively.

"Party" means ADOT or the AGENCY, as the case may be.

"Personal Information" means information that identifies an individual, including without limitation an individual's name, photograph, social security number, driver license number, physical description, race, ethnic origin, sexual orientation, income, blood type, DNA code, fingerprints, marital status, religion, home address, home telephone number, education, financial matters, and medical or employment history readily identifiable to a specific individual but does not include information on vehicular accidents, driving violations, and driver's status.

"RACF" means Resource Access Control Facility, which is a software security product that protects information by controlling access to it.

"Secure location" means an area designated specifically for authorized individuals to access ADOT's database(s) and to which all unauthorized individuals shall be prohibited from entering.

"Sensitive Information" means any state information either in detail or aggregate that may be prejudicial or harmful to the state and its citizens.

Location of Activities

AGENCY may conduct authorized activities only at those locations which have been pre-approved by ADOT such as their place of business that adheres to the other guidelines outlined in this Agreement. ADOT reserves the right, in its sole discretion, to disapprove of location.

Equipment

AGENCY shall obtain computer equipment and software that is compatible with the information systems and connectivity requirements of ADOT, and which will allow access only to the specific database(s) listed in the Addendum to this Agreement.

Data Security

AGENCY shall provide a secure location for all computer equipment used to access ADOT's database(s).

AGENCY shall provide access to ADOT's CRIS Database and/or ACIS only to AGENCY personnel or contractors who are authorized individuals, and to no one else. If at any time ADOT believes that an authorized individual is using such access inappropriately, ADOT reserves the right to immediately terminate that individual's database access and/or to terminate AGENCY authorization under this Agreement.

AGENCY shall comply with all ADOT policies, procedures and directives regarding security and database access, including any future amendments thereto. All subcontractors utilized to perform the activities authorized by this Agreement must abide by the same security and access requirements as AGENCY.

AGENCY must disclose and obtain ADOT approval of any existing and/or contemplated strategic alliances, partnerships, Intergovernmental Agreements or subcontracting arrangements that AGENCY has or will enter into which involve the processing and/or use of ADOT data acquired pursuant to this Agreement.

Except as required by court order or A.R.S. §§ 39-121 through 39-129, AGENCY, its officers, agents, employees, contractors and representatives shall not, without the prior written approval of ADOT, disclose, distribute, or utilize in any manner not expressly authorized under this Agreement, any personal or sensitive information which is connected or otherwise associated with or accessed pursuant to this Agreement, either during the term of this Agreement or subsequent to any termination of this Agreement.

AGENCY shall maintain all hard copy information and electronic data related to this Agreement in a secure location at all times.

Data Privacy

AGENCY shall not utilize its computer connections with ADOT for any purpose other than the purpose(s) specified in the Addendum to this Agreement.

Network Security

AGENCY understands and agrees that any and all personal or sensitive information that it stores or transmits over external or public computer networks, such as the Internet, must be encrypted.

AGENCY computers that are permanently or intermittently connected to internal computer networks must have an ADOT approved, password-based, access control system in order to access ADOT's database(s). This requirement applies to computers with direct connections to data centers, as well as AGENCY "wide area network." Regardless of the network connections, all AGENCY computers which are used to access ADOT information must employ approved, password-based, access control systems.

All in-bound connections to AGENCY computers from external networks must also be protected. All access control systems must utilize user-identifications (i.e. RACF ID's) and passwords unique to each user, as well as user-privilege restriction mechanisms. Password sharing is prohibited.

Non-exclusivity

This Agreement shall not preclude ADOT from entering into the same or similar Agreement with other public or private entities, including those performing identical or similar functions as AGENCY.

Notification

AGENCY shall assign a contact person for problem resolution and notification of procedural changes. AGENCY shall advise ADOT within two business days of any change in its designated contact person. All notices or demands upon either Party shall be in writing and an original shall be delivered electronically, in person, or sent by mail, addressed as follows:

To ADOT at:

ADOT Crash Records Section
Custodian of State Crash Records
1615 W. Jackson Street, Mail Drop 064R
Phoenix, AZ 85007
Fax: 602.712.3488
AZCrashFacts@azdot.gov

To AGENCY at:

City of Goodyear
Engineering Department
ATTN: Erik Cesek
14455 W. Van Buren Street, Suite D
Goodyear, AZ 85338
623.932.3005
erik.cesek@goodyearaz.gov

Records

The AGENCY shall maintain a log or register of all ADOT records it requests and all ADOT records it obtains by virtue of the access provided herein. The AGENCY shall retain this log or register either manually or electronically for a period of five years after the date of request and receipt of the records. All other books, papers, records, data, and accounting records relating to this Agreement ("Records") shall be maintained by AGENCY for a period of five years, or such greater or lesser time as may be required by federal or state law, rule, or the ADOT Records Retention Schedule. The Records shall be subject to inspection and audit by ADOT for five years after termination or completion of this Agreement. The Records shall be produced at the offices designated by ADOT.

It is further agreed that ownership of all records relating to this Agreement resides exclusively with ADOT, except for data retrieved pursuant to this Agreement.

Compliance

AGENCY shall comply with all of the terms set forth in this Agreement, together with all applicable state statutes, rules, and regulations. AGENCY shall also comply with all relevant ADOT policies, procedures and directives that ADOT provides to AGENCY throughout the course of this Agreement. All AGENCY subcontractors are held to the same compliance standards, and any failure to comply on the part of the subcontractor will be deemed a failure on the part of AGENCY.

Non-compliance

If AGENCY fails to comply with the terms of this Agreement, or with any applicable law, rule or regulation, ADOT reserves the right to take any remedial action that it deems necessary and appropriate, including without limitation the suspension, cancellation, revocation, or termination of this Agreement. In case of a violation of law, the Agreement shall immediately terminate.

Amendment and Modification of Agreement

AGENCY shall review and approve in writing any modification of the Agreement. Upon the amendment of any applicable law, rule or regulation, the Agreement shall automatically be modified to reflect such amendment. Any modification of the Agreement shall be incorporated herein and shall be subject to all other provisions of this Agreement. AGENCY may submit a written request to ADOT if there are any changes it desires be made to the Agreement, and such a request shall be approved or denied at ADOT's sole discretion.

Termination

Either Party may terminate this Agreement for convenience or cause upon 30 days prior written notice to the other Party. Upon any termination of this Agreement, AGENCY shall, at ADOT's request, remove and deliver to TSMO all electronic data stored on any electronic storage devices and shall immediately return all other data and information received in connection herewith to ADOT.

Waiver/Severability

AGENCY agrees that a waiver of any provision of this Agreement shall not act as a waiver of any other provision of this Agreement. If a provision of this Agreement is for any reason declared invalid, illegal, or unenforceable, that declaration shall not affect the remainder of the provisions of the Agreement.

Duration

This Agreement shall commence upon approval by the Division Director and execution by both Parties, and shall thereafter continue in effect for a term of five years, unless previously terminated or canceled as provided herein. Prior to expiration of this five year period, the Parties may mutually agree to extend the term of the Agreement for three, five-year extensions by entering into an amendment to this Agreement.

Liability

The AGENCY shall indemnify, defend, and hold harmless the State, any of its departments, agencies, officers or employees (collectively referred to in this paragraph as the "State") from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description, including reasonable attorneys' fees and/or litigation expenses (collectively referred to in this paragraph as the "Claims"), which may be brought or made against or incurred by the State on account of loss of or damage to any property or for injuries to or death of any person, to the extent caused by, arising out of, or contributed to, by reasons of any alleged act, omission, professional error, fault, mistake, or negligence of the AGENCY, its employees, officers, directors, agents, representatives, or contractors, their employees, agents, or representatives in connection with or incident to the performance of this Agreement. The AGENCY's obligations under this paragraph shall not extend to any Claims to the extent caused by the negligence of the State, except the obligation shall apply to any negligence of the AGENCY which may be legally imputed to the State by virtue of this Agreement or the State's ownership of the databases. The AGENCY's obligations under this paragraph shall survive the termination of this Agreement.

Limitation of Liability

ADOT (a) makes no warranty, express or implied, with respect to information provided under this Agreement, including but not limited to, implied warranties of merchantability and fitness for any particular use; (b) assumes no liability for any direct, indirect, or consequential damages arising from any use of any part of this Agreement; (c) assumes no liability for any errors or omissions within the Data Access Exchange. Parties hereby waive, relinquish, and release the State of Arizona and ADOT from any

claim for damage or injury arising from any use of the Data Access Exchange or any information derived from it.

Mandatory Provisions for Arizona State Agencies

None of the provisions of the Agreement may be waived, changed or altered except with the mutual written consent of both Parties.

Except as permitted by law and provided by this Agreement, ADOT is not authorized to indemnify the AGENCY.

The AGENCY acknowledges and will comply with Title VI of the Civil Rights Act Of 1964.

This Agreement shall be governed by and construed in accordance with Arizona laws.

This Agreement may be canceled in accordance with A.R.S. § 38-511.

This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09, as amended by Executive Order 2023-01, issued by the Governor of the State of Arizona and incorporated in this Agreement by reference regarding "Non-Discrimination."

Non-Availability of Funds: Every payment obligation of the Parties under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to the Parties in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments as a result of termination under this paragraph.

In the event of any controversy, which may arise out of this Agreement, the Parties agree to abide by arbitration if required by A.R.S. § 12-1518.

The Parties shall comply with the applicable requirements of A.R.S. § 41-4401.

The Parties shall certify that all contractors comply with the applicable requirements of A.R.S. §§ 35-393.01 and 35-394.

The Parties shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

Joint Venturer – Except as otherwise provided by law, in the performance of duties and activities under this Agreement, the Parties hereto will be acting in their individual governmental capacities and not as agents, employees, partners, joint ventures, or associates of each other. The officers, employees, agents, or subcontractors of one Party shall not be deemed or construed to be the employees or agents of the other Party. Each Party shall remain responsible for the supervision of their respective staff and students and shall maintain adequate insurance coverage as required by law.

AGENCY assigns to ADOT any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to AGENCY toward fulfillment of this Agreement.

The Parties may execute this Agreement in two or more counterparts, each of which shall be deemed an original and together which shall constitute one and the same document.

Certification

On behalf of AGENCY identified below, the undersigned hereby request approval of this Agreement. The undersigned certifies that all of the information set forth herein by AGENCY is true and accurate, and that any records or information obtained from ADOT's database(s) and system(s) pursuant to this Agreement will be used solely for the purpose(s) specified in the Addendum to this Agreement, and for no other purposes. The undersigned further certifies that the undersigned have the authority to execute this Agreement on behalf of AGENCY. The undersigned understands that the AGENCY must abide by the provisions of this Agreement if approved by the Division Director and executed by both Parties.

CITY OF GOODYEAR

By _____ on _____
WYNETTE REED Date
City Manager

APPROVED AS TO FORM:

By _____ Date_____
RORIC MASSEY
City Attorney

ATTEST:

By _____ Date_____
JASMINE PERNICANO
City Clerk

FOR ADOT USE ONLY

Received by _____ on _____
DAVID PORTER Date
AzTraCS Program Coordinator

AUTHORIZATION

On behalf of the Arizona Department of Transportation, the authorization requested by **City of Goodyear** pursuant to this Agreement (including the attached Addendum) is hereby approved.

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By _____ on _____
GREG BYRES, PE Date
Deputy Director for
Transportation/State Engineer

AGREEMENT ADDENDUM

THIS ADDENDUM is made and entered into pursuant to A.R.S. §§28-401 et seq. and with GITA Statewide Standard P740-S741, Standard 4.7.3, as part of the foregoing Data Access / Exchange Agreement between the Arizona Department of Transportation (ADOT) and the **City of Goodyear** (AGENCY).

Subject to ADOT's right to terminate as set forth in this Agreement:

I. ADOT <grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via approved direct program-to-program interactions over an approved persistent connection and to thereby submit electronic crash records information contained in such databases according to the terms and conditions stated in this Agreement. Electronic crash records shall be submitted no more than once per day.

II. ADOT <grants/~~does not grant~~> AGENCY authorization to access its CRIS Database via an approved secure gateway and with two-factor authentication to retrieve pertinent crash records data including vehicle information according to the terms and conditions stated in this Agreement.

III. ADOT <grants/~~does not grant~~> AGENCY authorization to access its ACIS via an approved secure gateway and with user identifications and passwords unique to each user to run queries and retrieve crash data strictly for the purposes of safety analysis and in accordance with the terms and conditions stated in this Agreement. Data query and retrieval may be done on an as-needed basis.

The foregoing Agreement and Addendum are mutually agreed to:

CITY OF GOODYEAR

By _____ on _____
WYNETTE REED Date
City Manager

ARIZONA DEPARTMENT OF TRANSPORTATION
Transportation Systems Management and Operations

By _____ on _____
GREG BYRES, PE Date
Deputy Director for Transportation/State Engineer

APPROVED AS TO FORM:

By _____ Date_____
RORIC MASSEY
City Attorney

ATTEST:

By _____ Date_____
JASMINE PERNICANO
City Clerk

ITEM #: 7.
DATE: 02/24/2025
AI #:2440

CITY COUNCIL ACTION REPORT

SUBJECT: **AUTHORIZATION FOR ACQUISITION OF PROPERTY INTERESTS NEEDED FOR THE ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD TRAFFIC SIGNAL IMPROVEMENTS**

STAFF PRESENTER(S): Kimberly Romero, Real Estate Supervisor

OTHER PRESENTER(S):

Gizelle Setovich, Senior Project Manager

SUMMARY

Approval of this item will provide the authorization necessary to proceed with the acquisition of the land rights necessary at the intersection of Estrella Parkway and Ballpark Village Boulevard, for the completion of CIP #42077 Estrella Parkway and Ballpark Village Boulevard Traffic Signal Improvements.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

INFRASTRUCTURE

RECOMMENDATION

ADOPT RESOLUTION NO. 2025-2448 FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS AT THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE. (Kimberly Romero, Real Estate Supervisor)

FISCAL IMPACT

CIP Project #42077 was included in the fiscal year 2025 budget in the amount $1,345,500. The land component of the budget is $39,200 and will be used to pay compensation for (i) the land rights being acquired, which will include by way of example, fee simple interest for additional right-of-way; public utility and sidewalk easements, sidewalk easements, and temporary construction easements; traffic signal installation and maintenance easement (ii) improvements impacted by the project; (iii) payment of costs to cure; and (iv) transaction-related costs such as title reports, appraisals, appraisal reviews, escrow closing costs, title insurance and legal fees of outside counsel and litigation guarantee reports if eminent domain is required.

BACKGROUND AND PREVIOUS ACTIONS

On June 12, 2023 (AI-1537), Council approved CIP #42077 – Traffic Signal: Estrella Parkway & Lower Buckeye Road in the adoption of Resolution No. 2023-2318 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the city of Goodyear for FY2024.

On June 10, 2024 (AI-1797), Council approved the carryover of CIP #42077, and the Project was renamed Traffic Signal – Estrella Parkway Ballpark Village Boulevard, in the adoption of Resolution No. 2024-2381 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the city of Goodyear for FY2025.

STAFF ANALYSIS

CIP Project #42077 - Traffic Signal – Estrella Parkway Ballpark Village Boulevard will install traffic signals and appurtenances thereto and certain sidewalk improvements at the intersection of Estrella Parkway and Ballpark Village Boulevard. This project is included in the city's fiscal year 2025 Capital Improvements Program. The objective of the project is to improve traffic flow and safety at the intersection of Estrella Parkway and Ballpark Village Boulevard through the installation of traffic signals. The purpose of this action is to authorize the acquisition of property interests needed for the completion of the project.

The City has acquired the property interests needed for the construction of the project except for the property interests needed for project construction work located on the property at the northeast corner of Estrella Parkway and Ballpark Village Boulevard. The completion of the project requires an easement over a portion of the property located at the northeast corner of Estrella Parkway and Ballpark Village Boulevard that allows for the installation, operation, maintenance, repair, and replacement of the project and for the public's use of any sidewalk improvements located within the easement area, and the acquisition of any personal property located within such easement that may have to be removed to accommodate the project. City staff and the design team have worked diligently on a design that is cost-effective and minimizes the impact to the affected property owner, while still achieving the goals of the project as described above.

The design plans for the project are 95% complete and City staff and the design team have identified the portion of the property at the northeast corner of Estrella Parkway and Ballpark Village Parkway within which the project needs to be constructed. A legal description of the portion of the impacted property over which the easement is needed is described in Exhibit "A" to Resolution 2025-2448.

Based on current design plans, the city requires an 800 square foot easement over the impacted property. Although not anticipated, if there is any personal property within the

easement area that will have to be removed to accommodate the project, the City will need to acquire the personal property that will be removed.

Installation of the project cannot commence until all the necessary property interests are acquired. Obtaining Council authorization at this point allows City staff to move forward with acquiring the real and, if any, personal property interests required for the project.

Accordingly, staff is recommending the Mayor and Council adopt Resolution 2025-2448, Attachment A, authorizing and directing City Staff to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain, the real and personal property interests needed for the completion of the project at the intersection of Estrella Parkway and Ballpark Village Boulevard.

Attachments

Attachment A - Resolution 2025-2448 with Exhibit A

RESOLUTION NO. 2025-2448

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, FINDING THAT ACQUISITION OF REAL AND PERSONAL PROPERTY INTERESTS NEEDED FOR THE COMPLETION OF IMPROVEMENTS AT THE INTERSECTION OF ESTRELLA PARKWAY AND BALLPARK VILLAGE BOULEVARD IS A MATTER OF PUBLIC NECESSITY; AUTHORIZING AND DIRECTING CITY STAFF TO ACQUIRE SUCH INTERESTS BY DEDICATION, DONATION, PURCHASE OR THE EXERCISE OF THE POWER OF EMINENT DOMAIN; PROVIDING AUTHORIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Mayor and Council of the city of Goodyear previously approved Capital Improvement Project Number 42077 Estrella Parkway and Ballpark Village Boulevard Traffic Signal Improvements project for the installation of a traffic signals and appurtenances and certain sidewalk improvements, (the “Project Improvements”; and

WHEREAS, the completion of the Project Improvements will improve traffic flow, safety, capacity at the intersection of Estrella Parkway and Ballpark Village Boulevard; and

WHEREAS, the city has acquired the property interests needed for the construction of the Project Improvements except for the Project Improvements that will be located on the property at the northeast corner of Estrella Parkway and Ballpark Village Boulevard; and

WHEREAS, the completion of the Project Improvements requires the acquisition of an easement over a portion of real property located at the northeast corner of Estrella Parkway and Ballpark Village Boulevard that allows for the installation, operation, maintenance, repair, and replacement of the Project Improvements and for use by the public of any sidewalk improvements located within the easement area ("Traffic Signal Installation and Maintenance Easement"), and the acquisition of any personal property located within such easement that may have to be removed to accommodate the Project Improvements; and

WHEREAS, the design plans for the Project Improvements are 95% complete and the city's design consultants have identified and prepared a legal description of the portion of real property located at the northeast corner of Estrella Parkway and Ballpark Village Boulevard over which a Traffic Signal Installation and Maintenance Easement is required; and

WHEREAS, the city of Goodyear has considered alternatives available to it, has balanced the greater public good and the least private injury that will result from the city’s acquisition of the real property interests necessary for the completion of the Project Improvements and, the removal of any the personal property thereon if required to accommodate the Project Improvements, and has determined that locating the Project Improvements within the property legally described in Exhibit “A” attached hereto results in the greater public good and the least private injury.

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

SECTION 1. The Council of the city of Goodyear finds the acquisition of real property interests in the property legally described in Exhibit "A" attached hereto, and any personal property located thereon that may need to be removed to accommodate the

Project Improvements, is needed for the construction of the Project Improvements to install traffic signals at the intersection of Estrella Parkway and Ballpark Village Boulevard, and securing of immediate possession of such real property interests and personal property interests, if any, is for a public and necessary purpose and is in the best interest of the citizens of the city of Goodyear.

SECTION 2. Subject to the terms set forth herein, city staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain: an easement in the property legally described in Exhibit "A" attached hereto (the "Easement Area"), that will allow the installation, operation, maintenance, repair, and replacement of the Project Improvements and for use by the public of any sidewalk improvements installed thereon; and any personal property located within the Easement Area that may have to be removed to accommodate the Project Improvements. Written offers, purchase agreements, and the documents conveying the real and personal property interests being acquired shall be in a form approved by the City Attorney or his designee.

SECTION 3. If, during construction of the Project Improvements, city staff discovers that modifications to the Easement Area are required to accommodate the Project Improvements, city staff is hereby authorized and directed to acquire, by dedication, donation, purchase, or the exercise of the power of eminent domain any additional real or personal property interests needed to accommodate the Project Improvements.

SECTION 4. If city staff is not able to acquire the real and personal property interests needed for the completion of the Project Improvements by dedication donation, or purchase within a reasonable period of time, the City Attorney is hereby authorized and directed to commence or cause the commencement of condemnation proceedings, through the exercise of the power of eminent domain, to acquire, in the name of the city of Goodyear, the real and personal property interests needed for the construction of the Project Improvements and to secure immediate possession of such real and personal property interests. The City Attorney is further authorized and directed to undertake all actions and to perform all acts necessary in furtherance of the acquisition of such real and personal property interests.

SECTION 5. The City Manager or designee is expressly authorized to take all actions and execute all documents necessary to acquire the real and personal property interests needed for the completion of the Project Improvements to install traffic signals at the intersection of Estrella Parkway and Ballpark Village Boulevard, and to carry out the intent of this Resolution.

SECTION 6. Resolution 2025-2448 shall be effective upon the date of its adoption.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 24th day of February, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

EXHIBIT A

LEGAL DESCRIPTION
TRAFFIC SIGNAL INSTALLATION & MAINTENANCE EASEMENT
APN 500-08-985

That portion of the parcel of land described in Maricopa County Recorder (MCR) Document # 2021-1266605 being located in the Southwest Quarter of Section 17 and the Northwest Quarter of Section 20, Township 1 North, Range 1 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, and more particularly described as follows:

COMMENCING at the City of Mesa brass cap in hand hole found at the Southwest Corner of said Section 17, also being the Northwest Corner of said Section 20, from which the City of Goodyear brass cap in hand hole found at the West Quarter Corner of said Section 17 bears North 00 degrees 49 minutes 43 seconds West a distance of 2,651.24 feet, said line being the West line of the Southwest Quarter of said Section 17, and said line also being the basis of bearing for this description;

Thence along said West line, North 00 degrees 49 minutes 43 seconds West a distance of 38.85 feet to a point;

Thence North 89 degrees 10 minutes 17 seconds East a distance of 85.00 feet to a point at the intersection of the existing east right-of-way line of South Estrella Parkway as described on the "Replat of Ballpark Village Lot 32B" found recorded in MCR Book 1581 of Maps, Page 23 and the east line of an existing 10.00-foot Public Utility and Access Easement as described in MCR Document # 2007-1303925, said point also being the POINT OF BEGINNING;

Thence along said existing east right of way line, North 89 degrees 56 minutes 47 seconds East a distance of 10.00 feet to a point on a line parallel with and 95.00 feet distant from said West line;

Thence along said parallel line, South 00 degrees 49 minutes 43 seconds East a distance of 39.50 feet to a point on a line parallel with and 95.00 feet distant from the West line of said Northwest Quarter;

Thence along last-mentioned parallel line, South 00 degrees 07 minutes 07 seconds West a distance of 40.51 feet to a point;

Thence South 89 degrees 56 minutes 49 seconds West a distance of 10.00 feet to a point on the east line of an existing 10.00-foot Public Utility and Access Easement as described in MCR Document # 2007-1303919;

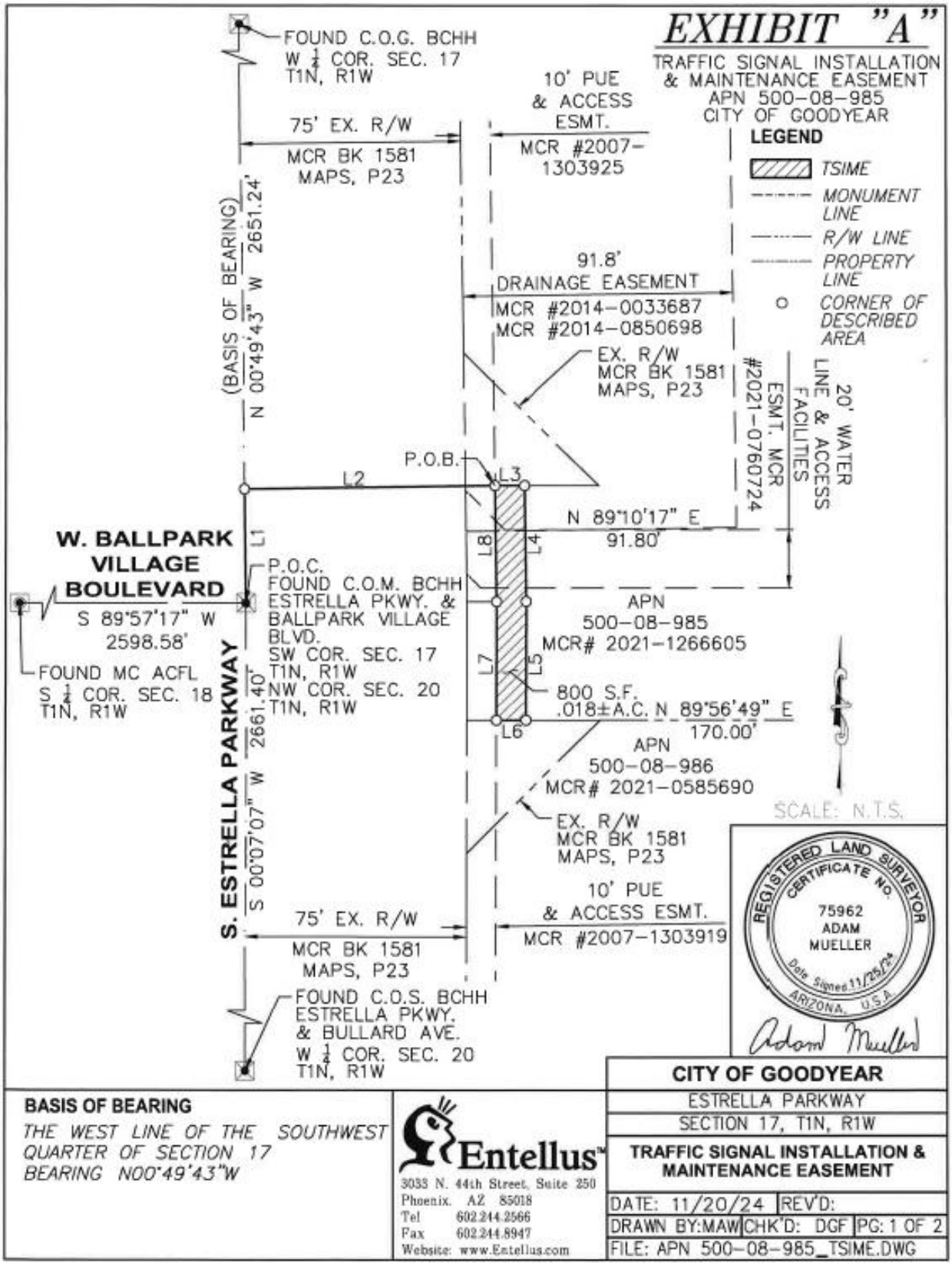
Thence along last-mentioned east easement line, North 00 degrees 07 minutes 07 seconds East a distance of 40.45 feet to a point on said east easement line as described in MCR Document # 2007-1303925;

Thence along last-mentioned east easement line, North 00 degrees 49 minutes 43 seconds West a distance of 39.56 feet to the POINT OF BEGINNING.

Containing an area of 800 square feet or 0.018 acres, more or less, as shown on the attached exhibit which is by reference made a part hereof.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
DATE SIGNED 11-25-24
ARIZONA U.S.A.

Adam Mueller



BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 17 BEARING N00°49'43"W

Entellus™
3033 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website: www.Entellus.com

CITY OF GOODYEAR		
ESTRELLA PARKWAY		
SECTION 17, T1N, R1W		
TRAFFIC SIGNAL INSTALLATION & MAINTENANCE EASEMENT		
DATE: 11/20/24	REV'D:	
DRAWN BY: MAW	CHK'D: DGF	PG: 1 OF 2
FILE: APN 500-08-985_TSIME.DWG		

APN 500-08-985

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N0° 49' 43"W	38.85'
L2	N89° 10' 17"E	85.00'
L3	N89° 56' 47"E	10.00'
L4	S0° 49' 43"E	39.50'
L5	S0° 07' 07"W	40.51'
L6	S89° 56' 49"W	10.00'
L7	N0° 07' 07"E	40.45'
L8	N0° 49' 43"W	39.56'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
75962
ADAM
MUELLER
Date Signed 11/25/24
ARIZONA, U.S.A.

Adam Mueller

Entellus™
3633 N. 44th Street, Suite 250
Phoenix, AZ 85018
Tel 602.244.2566
Fax 602.244.8947
Website www.entellus.com

LINE AND DATA TABLE

CITY OF GOODYEAR
ESTRELLA PARKWAY
SECTION 17, T1N, R1W
TRAFFIC SIGNAL INSTALLATION & MAINTENANCE EASEMENT

DATE: 11/20/24	REV'D:	
DRAWN BY:MAW	CHK'D: DGF	PG:2 OF 2
FILE: APN 500-08-985_TSIME.DWG		

ITEM #: 8.
DATE: 02/24/2025
AI #:2467

CITY COUNCIL ACTION REPORT

SUBJECT: **AUTHORIZATION OF THE EXPENDITURE OF FUNDS FOR APPROVED CIP PROJECT # 30015 - FIRE RESOURCE MANAGEMENT FACILITY**

STAFF PRESENTER(S): Steve Scinto, Director of Engineering

SUMMARY

A request to authorize the expenditure of funds up to $1,760,500 for the design phase of Capital Improvement Program (CIP) Project # 30015 – Fire Resource Management Facility.

STRATEGIC PLAN ALIGNMENT

INFRASTRUCTURE

RECOMMENDATION

Authorize the expenditure of funds up to $1,760,500 for Capital Improvement Program (CIP) Project #30015 – Fire Resource Management Facility. (Steve Scinto, Director of Engineering)

FISCAL IMPACT

CIP Project # 30015 – Fire Resource Management Facility is currently programmed in the FY2025-FY2029 CIP with a total project budget of $23,667,500.00, with an estimated completion date of June 2027. The current FY2025 budget includes $1,760,500 for the project.

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.

On June 10, 2024 (AI-1797), Council approved CIP # 30015 – Fire Resource Management Facility in the adoption of Resolution No. 2024-2381 Determining and Adopting the Final Estimates of Proposed Revenues and Expenditures for the city of Goodyear for FY2025.

On 9/25/2024, Goodyear posted a Request for Qualifications (RFQ) solicitation for professional design services for CIP Project # 30015 – Fire Resource Management Facility.

STAFF ANALYSIS

CIP Project # 30015 – Fire Resource Management Facility will provide improvements to include a 20,000 square foot building located within the Municipal Operations Complex (MOC). The building will include an office space with five (5) offices, eight (8) cubicles, training room, small conference room and a reception area. The additional space will be used for shipping/receiving, emergency medical services (EMS) bulk and controlled secure storage, chemical room, radio and electronic secure room, air management room, fitting room, personal protective equipment (PPE) storage, equipment storage, station supply storage, laundry/decontamination and gym. Additionally, the building will include eight (8) apparatus bays for housing Fire vehicles. Exterior scope will include full site improvements including wet utilities, dry utilities, covered visitors parking, secured covered fire vehicle/equipment parking and associated half street improvements.

This Council Action Request is to obtain Council authorization for the expenditure of funds for CIP Project # 30015 – Fire Resource Management Facility.

ITEM #: 9.
DATE: 02/24/2025
AI #:2459

CITY COUNCIL ACTION REPORT

SUBJECT: USE PERMIT FOR A CONVENIENCE USE (CONVENIENCE STORE WITH A GAS STATION)

STAFF PRESENTER(S): Justin Gabrielson, Senior Planner

SUMMARY

The request is for a Use Permit for a Convenience Use (QuikTrip convenience store with a gas station) proposed on an approximately 5.13-acre portion of a larger 15.19-acre lot, on the southwest corner of MC-85 & South Estrella Parkway (Attachment A). The subject property is currently zoned C-2 (General Commercial) under the Estrella Commerce Park Planned Area Development (PAD) Overlay.

STRATEGIC PLAN ALIGNMENT

RECOMMENDATION

Approve the Use Permit request for a Convenience Use (QuikTrip convenience store with a gas station) on a 5.13-acre portion of a 15.19-acre parcel (APN 500-06-040B) located at the southwest corner of MC-85 & South Estrella Parkway (the “Property”) subject to stipulations. (Justin Gabrielson, Senior Planner)

STIPULATIONS

1. The QuikTrip No. 1541 Conceptual Site Plan (Attachment C) attached hereto is not approved with the Use Permit. Development of the Property will be subject to site plan review and administrative 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. The Property shall be developed in substantial conformance with the QuikTrip No. 1541 Conceptual Site Plan attached hereto; and,
2. The configuration and location of the landscaping, proposed building and fuel pump stations within the Property shall be developed in substantial conformance with the QuikTrip No. 1541 Conceptual Site Plan (Attachment C) , the QuikTrip No. 1541 Conceptual Landscape Plans(Attachment D), the QuikTrip No. 1541 Conceptual Building

Elevations – Color (Attachment E), and the QuikTrip No. 1541 Conceptual Fuel Canopy Elevations – Color (Attachment F) attached hereto. Any changes to the improvements, as shown on the attached plans, may require an amendment to the Use Permit as determined by the Development Services Director or designee; and,

3. Signage is not approved with the approval of this Use Permit. All signage on the Property shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and,
4. The Property shall conform to the standards designated for Lighting Zone 2 as established in Article 10 (Outdoor Lighting Standards) of the City of Goodyear Zoning Ordinance; and
5. The proposed corner seating (Attachment G) area located at the northeast corner of the Property, as shown in the attached QuikTrip No. 1541 Conceptual Landscape Plans, shall be constructed prior to the issuance of a Certificate of Occupancy for any structure on the Property.
6. In no event shall the Property contain a truck stop/travel center. A truck stop/travel center includes, but is not limited to, any single building or any multiple buildings providing facilities and/or services intended for use by commercial truck drivers during stopovers at the facility such as overnight parking, maintenance of semi-trucks or commercial vehicles, showering facilities or laundry facilities. A truck stop/travel center does not include fueling stations for semi-trucks; and,
7. Long term on-site parking and/or overnight parking for semi-trucks and similar accommodations are prohibited within the Property; and,
8. In addition to compliance with the stipulations and conditions of approval set forth herein, the development of the Property shall comply with the Goodyear Zoning Ordinance, the city of Goodyear subdivision regulations, the city of Goodyear's Engineering Design Standards and Policies, except as modified by the City Engineer, the Maricopa County Association of Governments standards for public works construction, and all other federal, state and locals laws, ordinances, rules, regulations, standards, and policies applicable to the development of the Property.

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 all 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 subject property consists of an approximately 5.13-acre portion of a larger 15.19-acre property, generally located at the southwest corner of MC-85 & South Estrella Parkway.
The subject property was zoned General Commercial (C-2) with Planned Area Development (PAD) Overlay with Ordinance No. 07-1068.
The Planning and Zoning Commission considered this item at their regular meeting held on February 12, 2025. Commissioners voted (7-0) to forward a recommendation of approval the City Council.

STAFF ANALYSIS

Current Policy

A Use Permit requires review by the Planning and Zoning Commission and approval by the City Council following required public hearings. The process for the review of a Use Permit is set forth in section 1-3-2 of the Goodyear Zoning Ordinance and in the City of Goodyear Administrative Process Manual.

Surrounding Properties:

1. North – Budget Mini Storage
2. South – Vacant Land that is also a part of the Estrella Commerce Park Planned Area Development Overlay;
3. East – Vacant Land that is also a part of the Estrella Commerce Park Planned Area Development Overlay;
4. West – Vacant Land that is also a part of the Estrella Commerce Park Planned Area Development Overlay;

Details of the Request

The applicant is requesting approval of a Use Permit to facilitate the development of a QuikTrip convenience store with a gas station on an approximately 5.13-acre property within the Estrella Commerce Park PAD Overlay with C-2 (General Commercial) zoning. The Property is located at the southwest corner of MC-85 and South Estrella Parkway.

The proposed QuikTrip Site Plan includes an:

1. An approximately 5,312 square-foot convenience store.
2. An 8,176 square-foot auto fuel canopy area with 10 gasoline fueling pumps for up to 20 vehicles.
3. A 2,554 square foot truck fueling canopy area with 3 semi-truck fueling bays which can serve up to 3 semi-trucks at once.

No other truck stop service will be provided, and no overnight parking shall be allowed.

The applicant will be providing outdoor seating on the northeast corner of the lot. The Property will be accessible from MC-85 and South Estrella Parkway. On-site parking, as reflected on the QuikTrip No. 1541 Conceptual Site Plan, will be provided, and conforms with applicable city standards.
As shown on the proposed QuikTrip No. 1541 Conceptual Building Elevations submitted with the Use Permit, the design for the building will utilize the materials and colors that meet the City Design Guidelines and will act as a base for the remainder of the site.

Evaluation Criteria

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;*

   As described in the narrative (Attachment B) and conceptual plans provided with the Use Permit, the proposed use should not general excessive odors, noise, or light to the detriment of the surrounding area. Traffic impacts have been reviewed and determined to

be in conformance with the roadway capacity and improvements for this area. The nearest residence is approximately ±3,000 feet southeast of the Property. Estrella Commerce Park Phase 1 is located within those ±3,000, a site plan was administratively approved for its development on August 2, 2022. There are also several farm sites within the area.

2. *The proposed use is reasonably compatible with the uses permitted in the surrounding area;*

   The proposed use is expected to be the start of a future commercial center intended for similar uses. Furthermore, the proposed use is located near MC-85. As such, the proposed use will be compatible with the existing and planned uses in the surrounding area, including hours of operation, traffic congestion, and intensity (noise, light, etc.). The nearest residence is approximately ±3,000 feet southeast of the Property. Estrella Commerce Park Phase 1 and several farm sites are located within that ±3,000-foot buffer.

Section 4-2-2 (Convenience Uses) of the Zoning Ordinance provides the following additional evaluation criteria for convenience uses regarding their potential impact on traffic congestion, the neighborhood in general, and their appropriateness for the site:

1. *Adequacy of the parcel size and configuration to provide for proper access and internal circulation;*

   The approximately 5.13-acre parcel is of sufficient size and configuration to accommodate the proposed convenience store and fueling stations and meet the appropriate access and circulation standards.

2. *Compatibility of the proposed hours of operation with adjacent residential areas;*

   QuikTrip is proposing operations twenty-four (24) hours per day, seven (7) days a week. Given the proposed use's location within a proposed commercial center and the large separation (±3000 feet) to residential neighborhoods, staff does not recommend any restrictions on hours of operation.

3. *Required traffic mitigation measures, if any.*

   A traffic study was submitted with the application for the Use Permit. Ingress/egress will be provided from S Estrella Parkway and W Broadway Road. The development will have right-in, right-out access off S Estrella Parkway, 3/4 access (left-in, right-in, right-out) access at S Estrella Parkway & W Broadway Road, and full access onto MC85.

4. *Other concerns, which may place the advisability of the proposed convenience use in question.*

   Staff has found no additional concerns with the development of a Convenience Use on the Property.

Luke Air Force Base
The subject property is not located within any zone regarding Luke Airforce base.

Fire Department
Emergency response times and distances are provided below:

Nearest Goodyear Fire Station	Shortest path		2nd Nearest Goodyear Fire Station	Shortest path	
	Mins	Miles		Mins	Miles
Fire Station #181	5.34	2.67	Fire Station #181	7.78	3.89

Public Participation
A neighborhood meeting was not required due to the Property's location being over five hundred (500) feet from residential uses. However, an Alternate Citizen Review notice was sent to the property owners within five hundred (500) feet of the property informing them of the project, and public hearings. At the time of the completion of this staff report, staff has not received questions, comments, or concerns regarding the project.

The Planning and Zoning Commission considered this item at their regular meeting on February 12, 2025. At the meeting, staff provided a presentation to the Commission. At the conclusion of the presentation, the Commission inquired about ingress and egress at Estrella Parkway and West Broadway Road. Staff explained a CIP project to improve and expand the roadway at this intersection is currently underway with plans to begin construction in early 2026. This CIP project will help with traffic mitigation at that intersection of Estrella Parkway and West Broadway Road. The Commission asked about the future of the site, and if there are any future plans of ownership change, or subdivision. Staff informed the commission that there are future plans for the property to be subdivided and for QuickTrip to own their 5.13 acre portion of the lot. No speaker cards were submitted at the public hearing. No residents spoke at the public hearing. After discussion, the commissioners voted (7-0) to forward a recommendation of approval to the City Council.

STAFF FINDINGS:

As outlined herein, staff finds the proposed request for Use Permit to 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 that the proposed use is reasonably compatible with uses permitted in the surrounding area. Staff further finds the request for Use Permit will meet the additional evaluation criteria for convenience uses as established in Section 4-2-2 of the Zoning Ordinance.

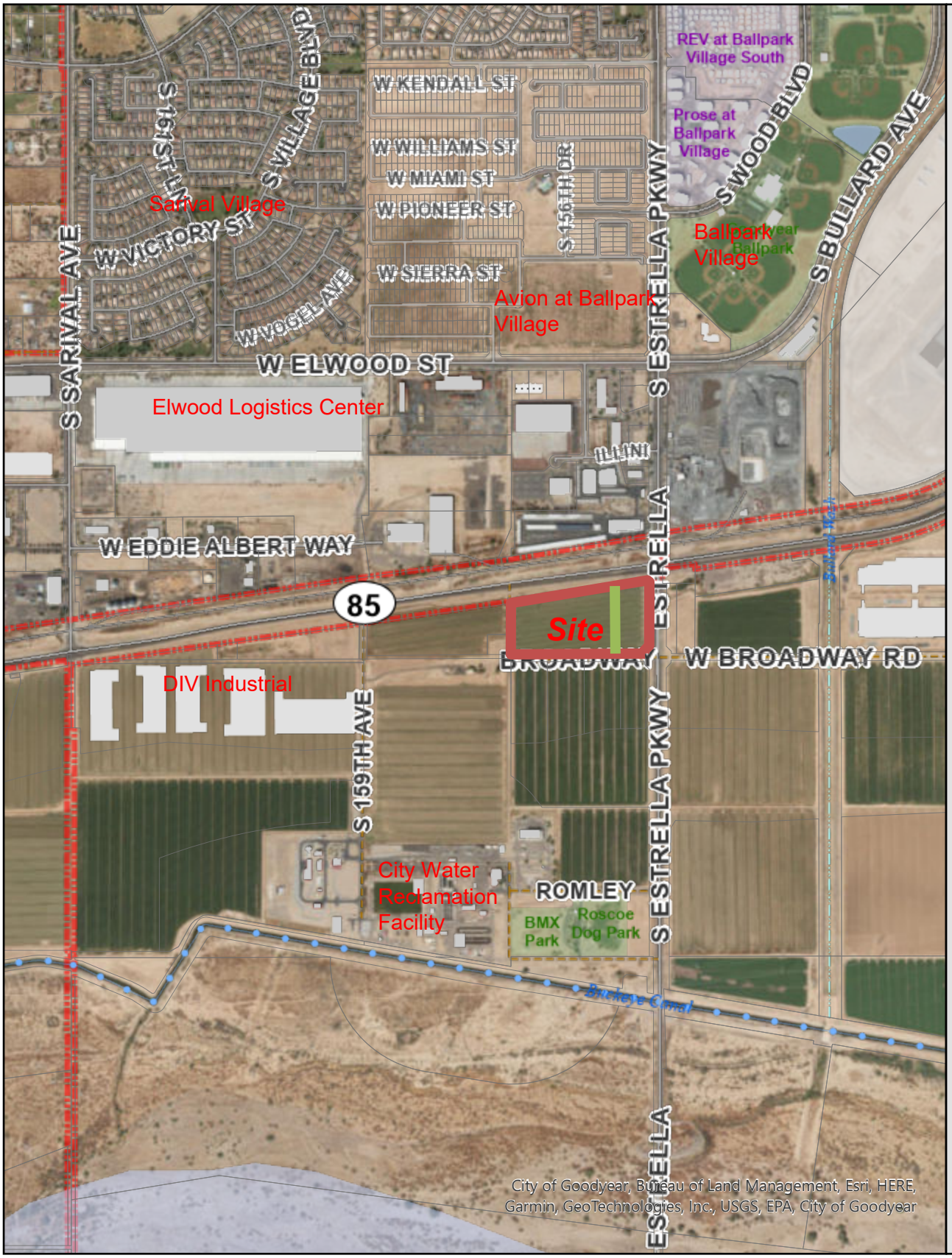
Attachments

Attachment A - Aerial Exhibit
Attachment B - Project Narrative
Attachment C - Quicktrip No. 1541 Conceptual Site Plan
Attachment D - QuikTrip No. 1541 Conceptual Landscape Plans
Attachment E - QuikTrip No. 1541 Conceptual Building Elevations - Color
Attachment F - QuikTrip No. 1541 Conceptual Fuel Canopy Elevations - Color
Attachment G - QuikTrip No. 1541 Conceptual Corner Feature - Rendering
Staff Presentation

Use Permit for QuickTrip

South West Corner of MC 85

and South Estrella Parkway



P24-00171 Use Permit for Convenience Store with Gas Station - QuikTrip

Use Permit Narrative

QT #1541 – SWC MC-85 & Estrella Parkway
Goodyear, AZ

Case No:
Submitted: May 16, 2024

I. Introduction

QuikTrip Corporation ("QT") is seeking to develop approximately 5.12 net acres located at the southwest corner of the MC-85 and Estrella Parkway, a portion of APN 500-06-040B (the "Site"). QT requests a Use Permit in order to allow the development of the Site as a new QT Convenience Store and Gas Station ("QT Store") on this underutilized Site. This QT Store is more than just a gas station and will serve a variety of freshly made foods and drinks from a "full-service counter." Customers can choose from a large selection of food items including: ice cream cones, pizza, warm pretzels, toasted sandwiches—and now full sub sandwiches. Specialty coffee drinks, espressos, shakes, smoothies, and more will be offered. QT is excited about the prospect of this new QT Store that will bring jobs and necessary goods and services to the area. The QT Store will be open 24 hours a day, 7 days a week. This location is anticipated to employ dozens of workers. The number of staff present at any one time will vary, but QT anticipates staffing the store with 2-6 employees at a time.

As is described below, the proposal is consistent with the General Plan and surrounding area and will be an asset to the City while making good use of this underutilized Site.

II. Site, Surrounding Area, Existing Zoning & General Plan Conformance

The Site is currently vacant and is zoned C-2 (General Commercial). The Site is bounded by MC-85 on the north and Estrella Parkway on the east. The Site is within a larger area anticipated to be developed by Lincoln Property Company with industrial, business park, and commercial uses. Additionally, ADOT is in the process of acquiring property by eminent domain to build the SR-30 adjacent to the Site, with a full interchange at Estrella Parkway. This proposed QT Store will be appropriate for the area, future surrounding development, and current and future freeway proximity. The Site is designated as Business and Commerce on the General Plan. The Business and Commerce designation is designed to include community-level retail and service-oriented businesses. This proposed QT Store complies with the General Plan designation and is supported by the following goals and policies of the General Plan.

- **Goal GD-2.** Effectively managed and well-distributed growth that meets or exceeds the quality of existing development and addresses the needs of existing and future residents and businesses.
- **Goal ED-1.** A resilient and diversified economy.
- **Objective ED-1-1.** Encourage development to attract businesses to Goodyear that offer good wages and benefits and positively contribute to the community and economy.

This proposed QT will make good use of a vacant site, provide jobs, and valuable goods and services in an appropriate location that will benefit the community. A QT Store will benefit this area and is a sustainable solution for this vacant site.

III. Use Permit Criteria

QT requests a Use Permit to allow a "convenience use." A QT Store will be an exciting, compatible development in this area that meets and exceeds the requirements for a Use Permit found in Section 1-3-2 of the Goodyear Zoning Ordinance as follows.

1. <u>The proposed QT 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.</u>

This proposed QT Store will be beneficial to the area and is fitting with the adjacent freeway and surrounding uses (both existing and future). This attractive, well-designed QT Store will be appropriate for this commercial Site and will have no negative impacts to the area. The Site is surrounded by Lincoln's future development on the east, south, and west. To the north, across MC-85, exists a variety of industrial and commercial uses including an aluminum supplier and self-storage. To the northeast exists the Phoenix-Goodyear airport. A QT store is well suited for this area and will have no negative impacts on the area or public welfare. Rather, this QT Store will be an asset to the area, is less intensive than many surrounding uses, and will provide necessary services in an appropriate area. Additionally, while some semi-fueling will be provided, this QT Store is not a truck stop. No showers or other truck stop services will be provided and overnight parking is prohibited.

Regarding traffic, a QT Store is a relatively low traffic-generating use compared to other C-2 permitted uses. A large amount (approximately 75%) of convenience store trips are "pass by" in nature, meaning most of the traffic visiting a QT Store is already on the road. Overall, this proposed QT Store will generate approximately 141 new trips in the morning peak hour, and 125 new trips in the evening trip hour. A Traffic Impact Analysis is included with our Use Permit Application submittal.

QT has also taken thoughtful steps to mitigate impacts to the environment and build a more sustainable product. The landscape palette will be designed to utilize low-water usage plants that are also drought-tolerant. Additionally, a controlled irrigation system is used to monitor the delivery of water usage.

Overall, this proposed QT will be a benefit to the area, is located on an appropriate Site, and will make good use of this vacant commercial site.

2. <u>The proposed QT is compatible with the uses permitted in the surrounding area.</u>

The Site is surrounded by I-2, I-1, and C-2 zoning designations and uses. QT's proposed use is compatible with surrounding uses and will not have any negative impacts on nearby existing or future developments. This proposed QT Store is well-designed, attractive, and will not have any negative impacts on nearby existing or future developments. QT's proposed development is the exact type of development that is appropriate for this location when considering surrounding zoning, freeway proximity, and airport proximity.

IV. <u>**Building and Site Design**</u>

QT's proposed development is designed as a high quality and attractive commercial development that will create employment opportunities and will be in harmony with the area. The proposed store is planned to be approximately 5,312 square feet. The store building has been designed with a variety of colors and materials to create an attractive presence and break up building monotony.

Outside the store, the fuel canopies have been designed to complement the architecture of the store and contains the same metal elements in the fascia for site cohesiveness. Two fuel canopies are planned; a 10-dispenser auto-fuel canopy and a 3-bay semi-truck diesel canopy with 2 auto-diesel handles at both ends for boats, RVs, and other smaller diesel engine vehicles. Importantly, this QT Store is not a truck stop.

The Site will also be designed with ample landscaping both within the Site and along the streetscapes. Landscaping will also be used near parking to reduce heat island effect and provide shading. Around the store, planters will be used to tie into other landscaping and enhance the overall design. This proposed QT will be amply and attractively landscaped and will meet and/or exceed all City landscaping requirements.

Access is provided off of Estrella Parkway, MC-85, and Broadway Road, ensuring easy access to customers visiting this QT Store from many locations, and preventing unsafe turning movements.

Easy and convenient customer parking is also a priority for QT. 55 parking spaces are provided, where only 18 spaces are required.

V. Conclusion

QT's proposed development will be high-quality and suitable for the area while providing, jobs, tax dollars, and necessary goods and services. This QT Store will benefit the area and will be an exciting addition. QT looks forward to the opportunity to further invest in Goodyear. We request your approval.

VI. Project Team

Developer:	QuikTrip Corporation Jonathan Naut 1116 East Broadway Road Tempe, AZ 85282 Phone: (480) 446-6318 Email: jnaut@quiktrip.com
Planning/Engineering:	Kimley Horn Robert Hannen 7740 N 16th St #300 Phoenix, Arizona 85020 Phone: (602) 216-1259 Email: Robert.hannen@kimley-horn.com
Zoning:	Burch & Cracchiolo, P.A. Ed Bull/Brian Greathouse/ Madison Leake 1850 North Central Avenue, 17th Floor Phoenix, Arizona 85004 Phone: (602) 234-9903 Email: ebull@bcattorneys.com bgreathouse@bcattorneys.com mleake@bcattorneys.com

PRELIMINARY SITE PLAN FOR
QUIKTRIP STORE #1541
SWC OF MC 85 & ESTRELLA PARKWAY
GOODYEAR, AZ

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 SEPARATE 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 DEVELOPER'S EXPENSE.
   C. MAINTENANCE SHALL INCLUDE BUT IS NOT LIMITED TO STREET SWEEPING, APPLICATION 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 AREAS 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, RIGHTS-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 DEVELOPER'S 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, UNDAMAGED, 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.

MISCELLANEOUS SITE PLAN NOTES

1. THERE SHALL BE NO SPEED BUMPS OR OBSTRUCTIONS THAT MAY IMPEDE AN EMERGENCY VEHICLE RESPONSE ON A FIRE DEPARTMENT ACCESS ROADWAY.
2. KNOX BOXES TO BE 3200 SERIES AND MOUNTED AT 60 INCHES ABOVE FINISHED FLOOR ELEVATION.

BASIS OF BEARING

PER THE WLB GROUP, THE BASIS OF BEARING IS THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, T1N, R1W, MONUMENTED AS SHOWN HEREON AS BEARING N00°04'29"E.

SITE BENCHMARK

BM-1 CITY OF GOODYEAR BM. PT. #304. 3" MCHD BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BROADWAY ROAD AND BULLARD AVE.
ELEVATION = 923.87' (CITY OF GOODYEAR – NAVD88 DATUM)

BM-2 CITY OF GOODYEAR BM. PT. #310. 3" MCHD BRASS CAP IN HANDHOLE AT THE INTERSECTION OF BULLARD AVE. AND EL SOL.
ELEVATION = 942.42' (CITY OF GOODYEAR – NAVD88 DATUM)

PROJECT DESCRIPTION:

THE SCOPE INCLUDES THE CONSTRUCTION OF A 5,312 S.F. CONVENIENCE STORE, A 8,176 S.F. AUTO FUELING CANOPY WITH TEN (10) MPD'S AND A 2,554 S.F. TRUCK FUELING CANOPY WITH FOUR (4) MPD'S.

OWNER/DEVELOPER

QUIKTRIP CORPORATION
PO BOX 3475
TULSA, OK 74105
TEL: (480) 446-6321
JONATHAN NAUT
JNAUT@QUIKTRIP.COM

PROJECT CONTACT LIST:

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DWALDING@WLBGROUP.COM

ENGINEER OF RECORD
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QT CIVIL PROJECT MANAGER
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TRAVIS WUNSCH
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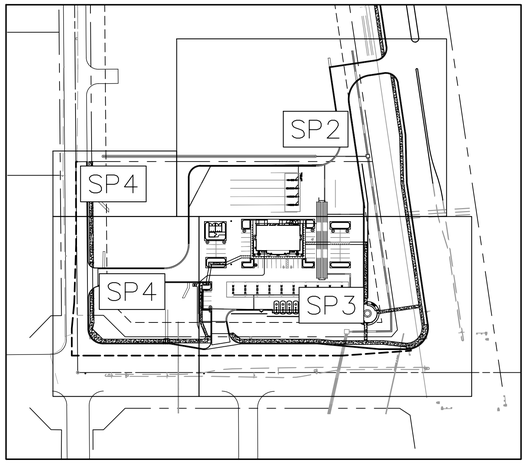
TEL: (918) 994-3545
TWUNSCH2@QUIKTRIP.COM



KEY MAP
N.T.S.

LEGAL DESCRIPTION

THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19 FROM WHICH THE EAST QUARTER CORNER OF SAID SECTION 19 BEARS N 00°04'29" E (THE BASIS OF BEARING FOR THIS DESCRIPTION), A DISTANCE OF 2612.19 FEET;

THENCE S 89°35'37" W, ALONG THE SOUTH LINE OF SAID SECTION 19, A DISTANCE OF 120.00 FEET;

THENCE LEAVING SAID SOUTH LINE, N 00°04'29"E, A DISTANCE OF 33.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF BROADWAY ROAD AND THE POINT OF BEGINNING;

THENCE ALONG SAID RIGHT-OF-WAY, S 89°35'37 W, A DISTANCE OF 322.34 FEET;

THENCE LEAVING SAID RIGHT-OF-WAY LINE, N 0°04'29"E, A DISTANCE OF 588.70 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF MARICOPA COUNTY ROUTE 85;

THENCE ALONG SAID RIGHT-OF-WAY, N 81°39'43"E, A DISTANCE OF 356.76 FEET;

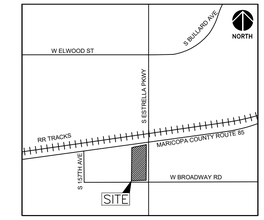
THENCE ALONG SAID RIGHT-OF-WAY, S 49°07'54"E, A DISTANCE OF 19.03 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF ESTRELLA PARKWAY;

THENCE ALONG SAID RIGHT-OF-WAY, S 00°04'29"W, A DISTANCE OF 558.38 FEET;

THENCE S 44°50'03"W, A DISTANCE OF 63.91 FEET;

THENCE S 0°04'29"W, A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

CONTAINING: 223,554 SQUARE FEET OR 5.1321 ACRES OF LAND, MORE OR LESS.



Vicinity Map
Not to Scale
SECTION 19
T.1N., R.1W., G.&S.R.B.&M.
MARICOPA COUNTY, ARIZONA

SITE LEGEND

- BOUNDARY LINE
- CONCRETE CURB AND GUTTER
- "NO PARKING – FIRE LANE" CURB PAINT
- MOUNTABLE CURB W/RADIUS PROTECTOR
- PARKING SPACE INDICATOR
- AREA LIGHT
- MULTIPLE PRODUCT DISPENSER WITH CANOPY COLUMNS AND BOLLARDS
- TRANSFORMER (TFR)
- FUEL SYSTEM ACCESS MANWAY

SHEET INDEX

SHEET NO.	DRAWING NO.	TITLE
1	SP1	PRELIMINARY SITE PLAN COVER
2	SP3	PRELIMINARY SITE PLAN
3	SP2	PRELIMINARY SITE PLAN
4	SP4	PRELIMINARY SITE PLAN
5	SP5	SITE PLAN DETAIL SHEET 1
6	SP6	SITE PLAN DETAIL SHEET 2

SERVICE PROVIDERS

ELECTRIC PROVIDER: APS
NATURAL GAS PROVIDER: SOUTHWEST GAS
WATER PROVIDER: CITY OF GOODYEAR
SEWER PROVIDER: CITY OF GOODYEAR

PROJECT DATA:

1. APN: PORTION OF 500-06-040B
2. EXISTING ZONING: C-2
3. PROPOSED ZONING: C-2
4. PROPOSED BUILDING HEIGHT: 20'-0"
   PROPOSED BUILDING SQUARE FOOTAGE: 5,312 SQ. FT.
   AUTO FUEL CANOPY AREA: 8,176 SQ. FT.
   TRUCK FUELING CANOPY: 2,554 SQ. FT
5. PARKING SPACES REQUIRED: 18 SPACES
   (5,312 S.F. X 1 SPACE/300 S.F. FLOOR AREA)
   PARKING SPACES PROVIDED: 49 SPACES (3 ADA PARKING SPACES)
   BICYCLE PARKING SPACES REQUIRED: 5 SPACES
   (1 SPACE/10 VEHICLE PARKING SPACES W/ MIN. OF 4 SPACES)
   BICYCLE PARKING SPACES PROVIDED: 7 SPACES
6. GROSS AREA: 355,719 S.F. (8.17 ACRES)
7. NET AREA: 223,554 SQ. FT. (5.13 ACRES)
8. TOTAL LOT COVERAGE: 16,042 SQ. FT. (0.37 ACRES)
   16,042 S.F. / 223,554 S.F. = 7.2% LOT COVERAGE
9. TOTAL LANDSCAPE COVERAGE: 105,616 SQ. FT. (2.42 ACRES)
   105,616 S.F. / 223,554 S.F. = 47.2% LANDSCAPE COVERAGE

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811
Call 811 or click Arizona811.com

Registered Professional Engineer (Civil) CERTIFICATE NO. 76339 ROBERT HANNEN Date Signed 11/21/23 ARIZONA, U.S.A.

PROJECT NO.:291443031

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QuikTrip No. 1541
SWC OF MC 85 & ESTRELLA PARKWAY
SECTION 19, T.1N, R.1W, G.&S.R.B&M, GOODYEAR, AZ

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VERSION: 001
DESIGNED BY: MHH
DRAWN BY: MCH
REVIEWED BY: RMH

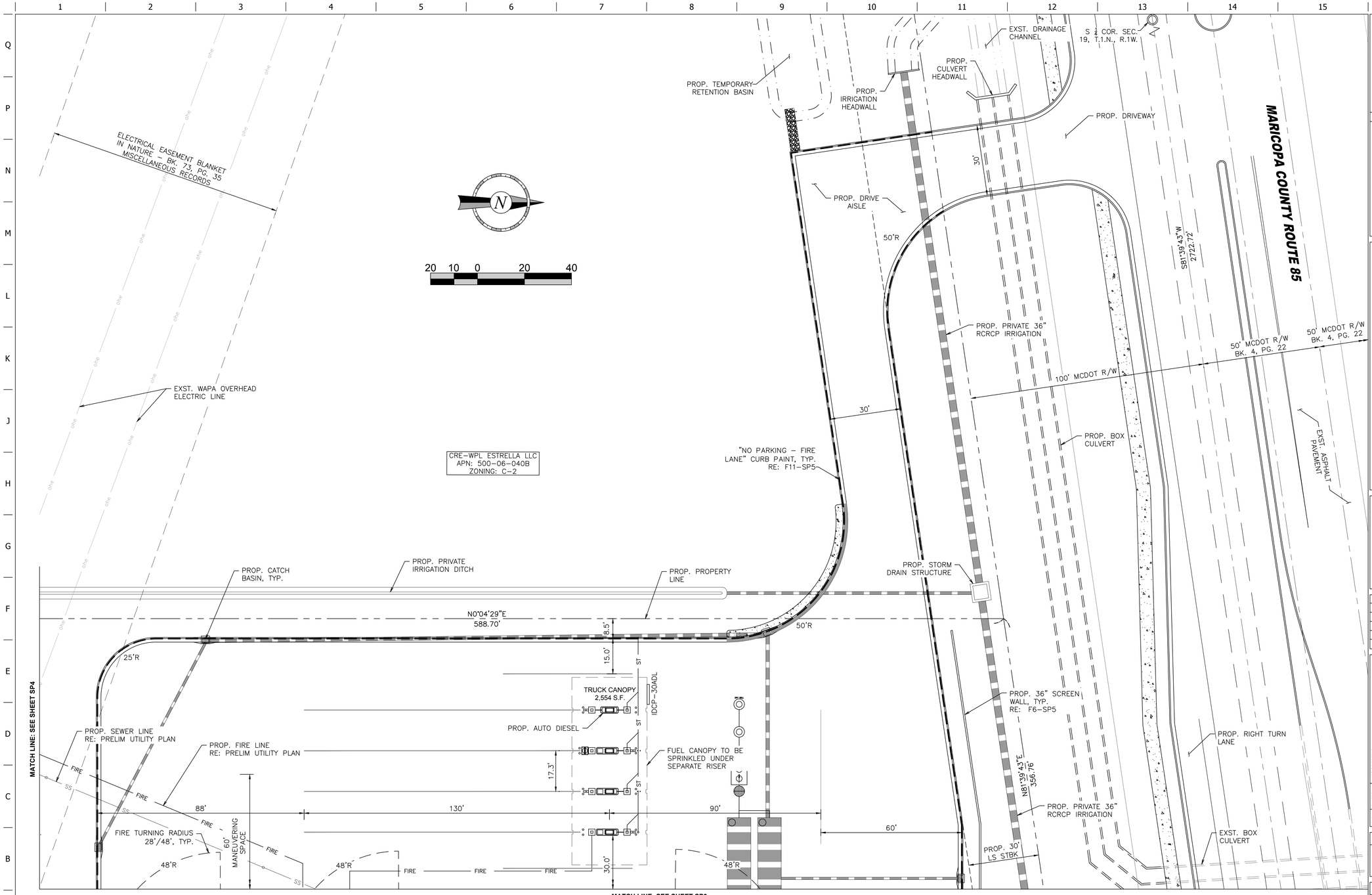
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY SITE PLAN COVER

SHEET NUMBER:
SP1
SHEET 1 OF 6

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-SP.dwg TAB NAME:Site (Prelim) Cover USER:Robert.Hannen SAVED:12/13/2024 10:25 AM PLOTTED:12/13/2024 10:34 AM



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REVIEWED BY: RMH

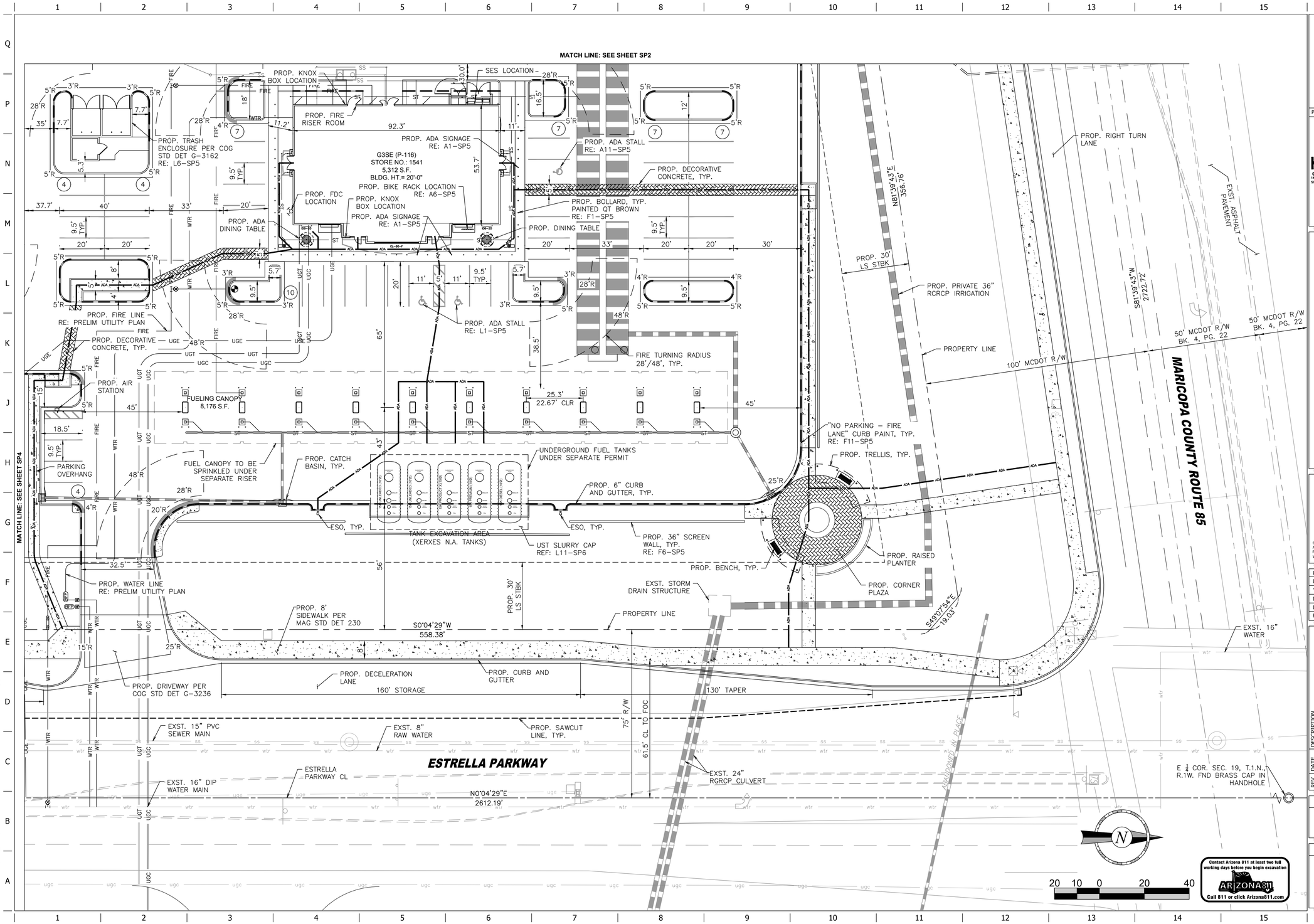
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY SITE PLAN

SHEET NUMBER:
SP2
SHEET 2 OF 6

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-SP.dwg TAB NAME:Site (2) USER:Hunter.Older SAVED:11/27/2024 9:21 AM PLOTTED:11/27/2024 9:28 AM



Registered Professional Engineer (Civil)
CERTIFICATE NO. 76339
ROBERT HANNEN
Date Signed 11/27/24
ARIZONA, U.S.A.

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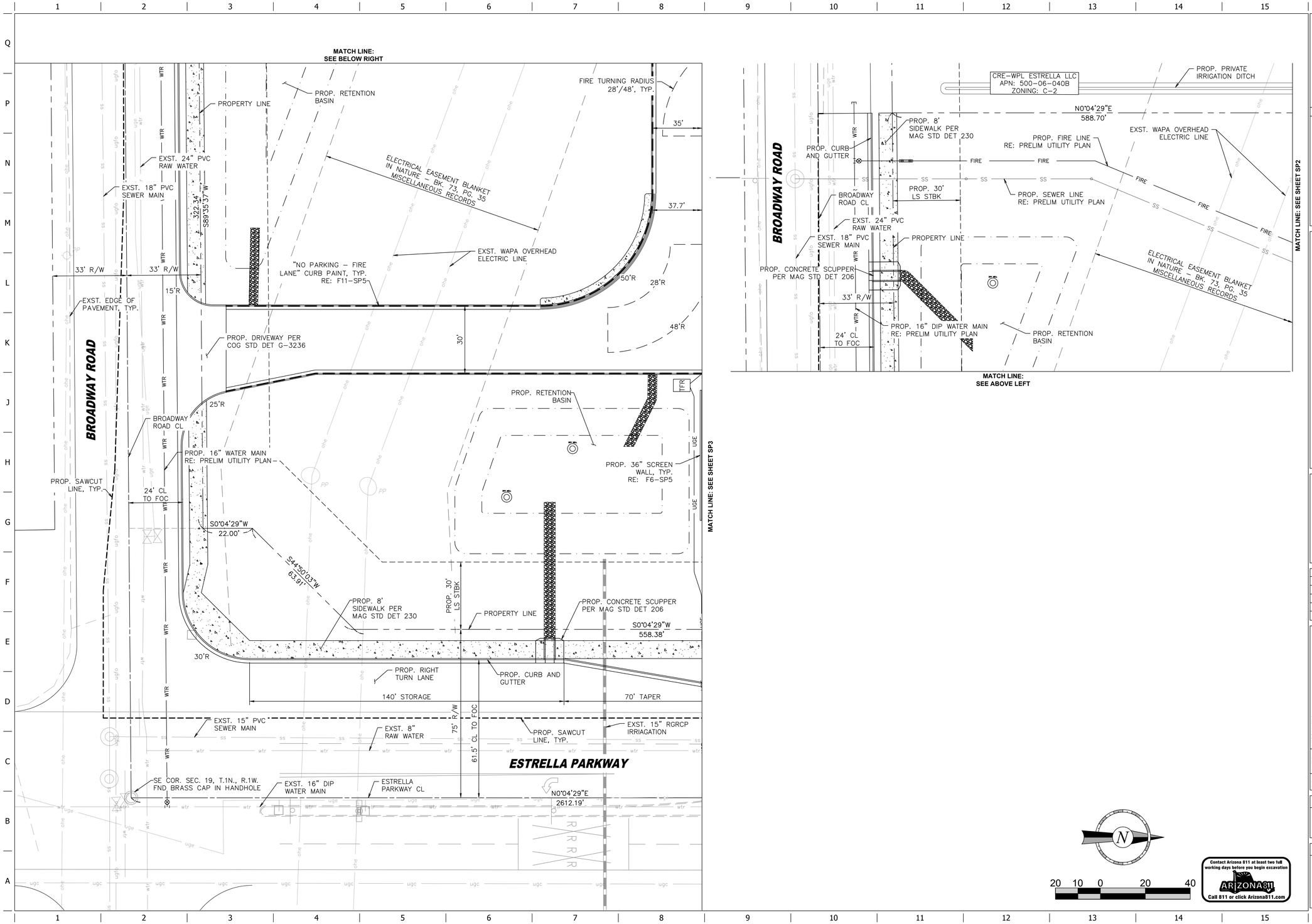
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY SITE PLAN

SHEET NUMBER:
SP3
SHEET 3 OF 6

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-SP.dwg TAB NAME:Site USER:Hunter.Older SAVED:11/27/2024 9:21 AM PLOTTED:11/27/2024 9:28 AM



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REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

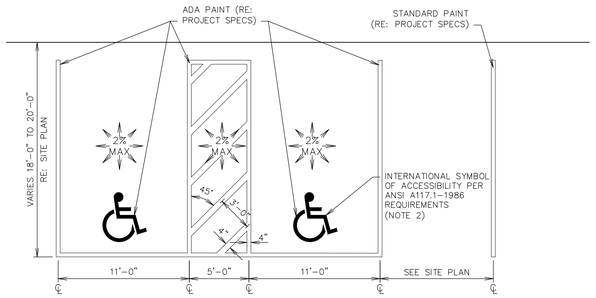
SHEET TITLE:
PRELIMINARY SITE PLAN

SHEET NUMBER:
SP4
SHEET 4 OF 6

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-SP.dwg TAB NAME:Site (3) USER:Hunter.Older SAVED:11/27/2024 9:21 AM PLOTTED:11/27/2024 9:29 AM

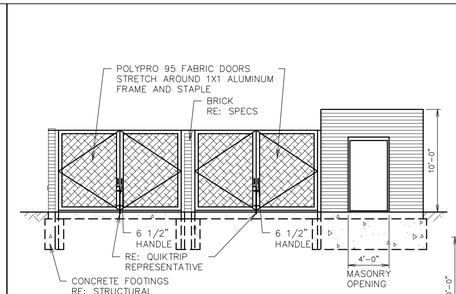
1. RE: SITE PLAN FOR LOCATION OF ADA PARKING SPACES AND ACCESS AISLE IN RELATIONSHIP TO THE DOOR LOCATION. (THIS DETAIL IS FOR STRIPING LAYOUT ONLY)

2. PARKING STRIPES AND THE ADA INTERNATIONAL HANDICAP SYMBOL ARE TO BE PAINTED PER THE MANUFACTURER'S RECOMMENDATIONS. (RE: PROJECT SPECS)

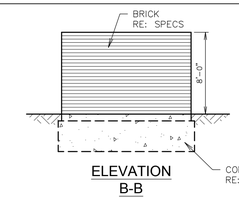


L1 DOUBLE STALL ADA PARKING STRIPING DETAIL

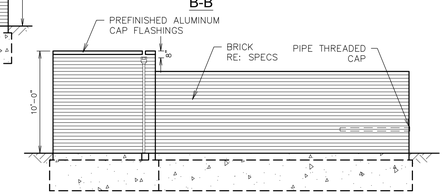
NTS | SN: AD001C008



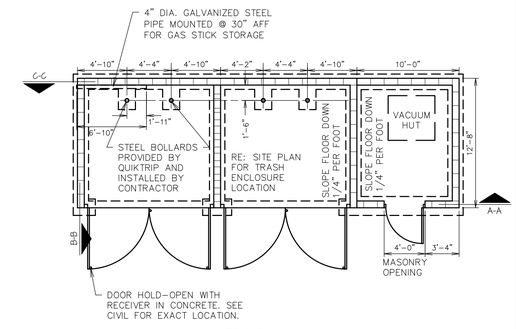
ELEVATION A-A



ELEVATION B-B



ELEVATION C-C

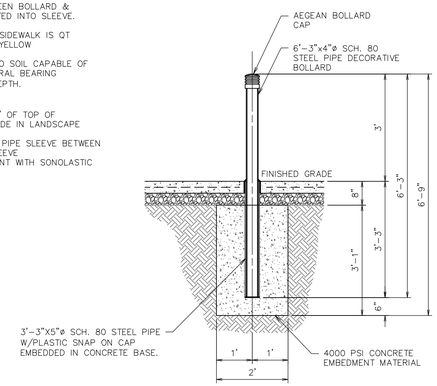


PLAN

L6 DOUBLE TRASH ENCLOSURE

NTS | SN:

NOTES:
1. FILL VOIDS W/SILICA SAND BETWEEN BOLLARD & SLEEVE ONCE BOLLARD IS INSERTED INTO SLEEVE.
2. PAINT COLOR: AT STORE FRONT SIDEWALK IS QT BROWN, ALL OTHER LOCATIONS: YELLOW
3. BOLLARD FOOTING INSTALLED INTO SOIL CAPABLE OF SUSTAINING AN ALLOWABLE LATERAL BEARING PRESSURE OF 200 PSF/FT OF DEPTH.
4. WHERE EMBEDDED IN CONCRETE:
   4.a. EXTEND SLEEVE TO WITHIN ¼" OF TOP OF CONCRETE OR 2" ABOVE GRADE IN LANDSCAPE AREAS
   4.b. 2 LAYERS 15# FELT AROUND PIPE SLEEVE BETWEEN CONCRETE SIDEWALK AND SLEEVE
   4.c. SEAL AROUND PERIMETER JOINT WITH SONOLASTIC NP2 SEALANT

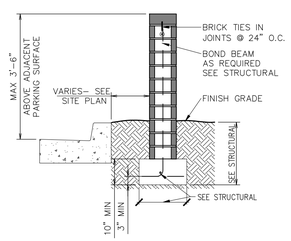


BOLLARD AND SLEEVE SUPPLIED BY QUIKTRIP

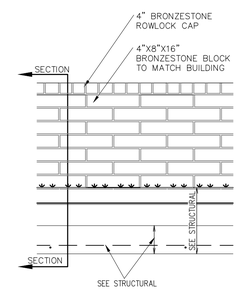
F1 4" BOLLARD DETAIL

NTS | SN:

NOTE:
PROVIDE EXPANSION JOINT @ MAX. 24'-0" INTERVALS OR AT EACH CHANGE IN WALL HEIGHT OR AT ANY INTERSECTION. SEE STRUCTURAL



SECTION



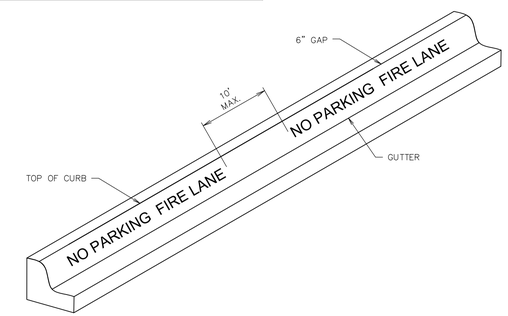
ELEVATION

NOTE:
WHERE GRADE CHANGE NECESSITATES STEP WALL IN 8" INCREMENTS

F6 LANDSCAPE SCREEN WALL DETAIL

NTS | SN:

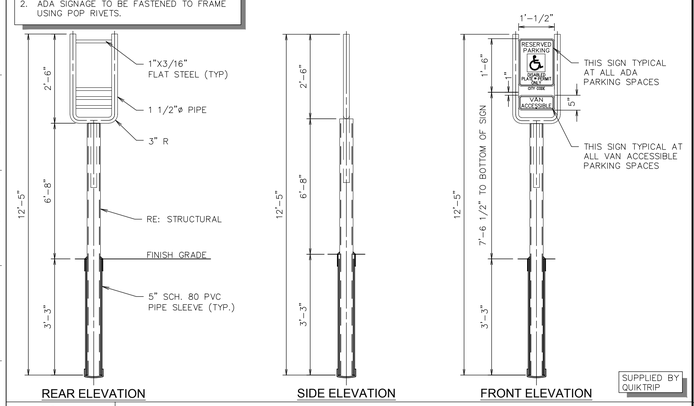
FIRE LANE STRIPING TO BE 6" WIDE RED PAINT WITH "NO PARKING FIRE LANE" IN 4" TALL WHITE LETTERS. WORDING MAY NOT BE SPACED GREATER THAN 10' APART. STRIPING TO BE PAINTED ON THE FACE OF CURB WHEN PRESENT AND PAINTED FLAT ON THE PARKING SURFACE WHEN IT IS NOT.



F11 FIRE LANE MARKING - ALONG CURB

NTS | SN: SD038A001

1. RE: SITE PLAN FOR DETERMINING LOCATION.
2. ADA SIGNAGE TO BE FASTENED TO FRAME USING POP RIVETS.



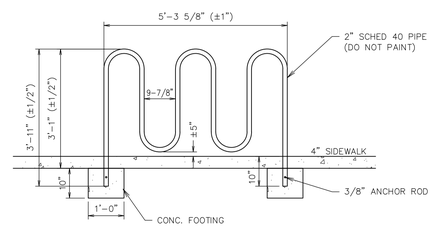
REAR ELEVATION | SIDE ELEVATION | FRONT ELEVATION

SUPPLIED BY QUIKTRIP

A1 ADA SIGN IN BOLLARD

NTS | SN: AD003C009

MODEL: BELSON OUTDOORS MODEL: H36-7-G-IG (PROVIDED BY CONTRACTOR)



A6 GEN III BIKE RIBBON RACK DETAIL

NTS | SN: SD022A005

1. RE: SITE PLAN FOR LOCATION OF ADA PARKING SPACES AND ACCESS AISLE IN RELATIONSHIP TO THE DOOR LOCATION. (THIS DETAIL IS FOR STRIPING LAYOUT ONLY)

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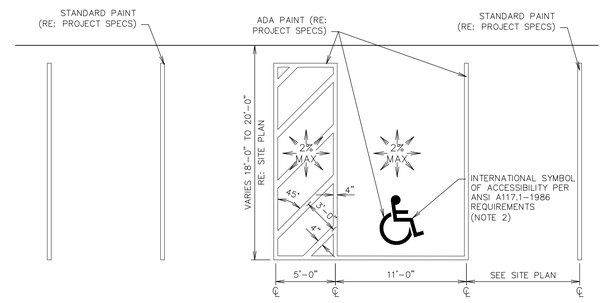

A11 SINGLE STALL ADA PARKING STRIPING DETAIL

NTS | SN: AD002C008

Registered Professional Engineer (Civil) CERTIFICATE NO. 76339 ROBERT HANNEN Date Signed 11/27/24 ARIZONA, U.S.A.

PROJECT NO.:291443031

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QuikTrip No. 1541

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REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE: SITE PLAN DETAILS

SHEET NUMBER: SP5

SHEET 5 OF 6

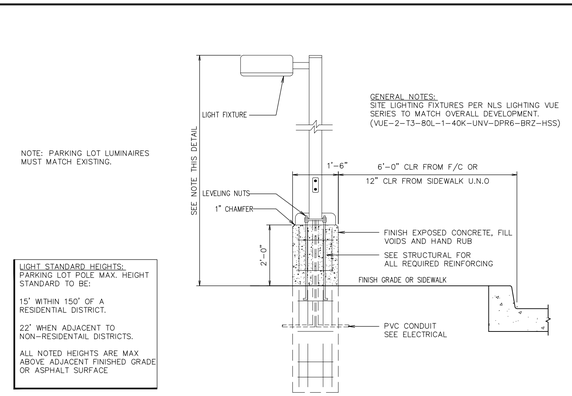
FILE LOCATION: K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-DT.dwg TAB NAME: SITE DETAIL SHEET 1 USER: Madeleine.Haynie SAVED: 3/26/2024 8:07 AM PLOTTED: 11/27/2024 9:29 AM

L1 NOT USED

NTS | SN:

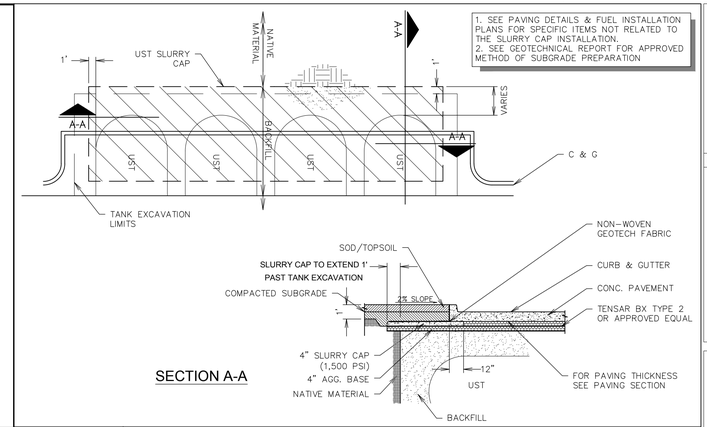
L6 LIGHT POLE DETAIL

NTS | SN:



L11 UNDERGROUND STORAGE TANK (UST) SLURRY CAP DETAIL

NTS | SN: SD020A008



SECTION A-A

F1 NOT USED

NTS | SN:

F6 NOT USED

NTS | SN:

F11 NOT USED

NTS | SN:

A1 NOT USED

NTS | SN:

A6 NOT USED

NTS | SN:

A11 NOT USED

NTS | SN:

Registered Professional Engineer (Civil)
CERTIFICATE NO. 76339
ROBERT HANNEN
Date Signed 11/27/24
ARIZONA, U.S.A.

PROJECT NO.:291443031

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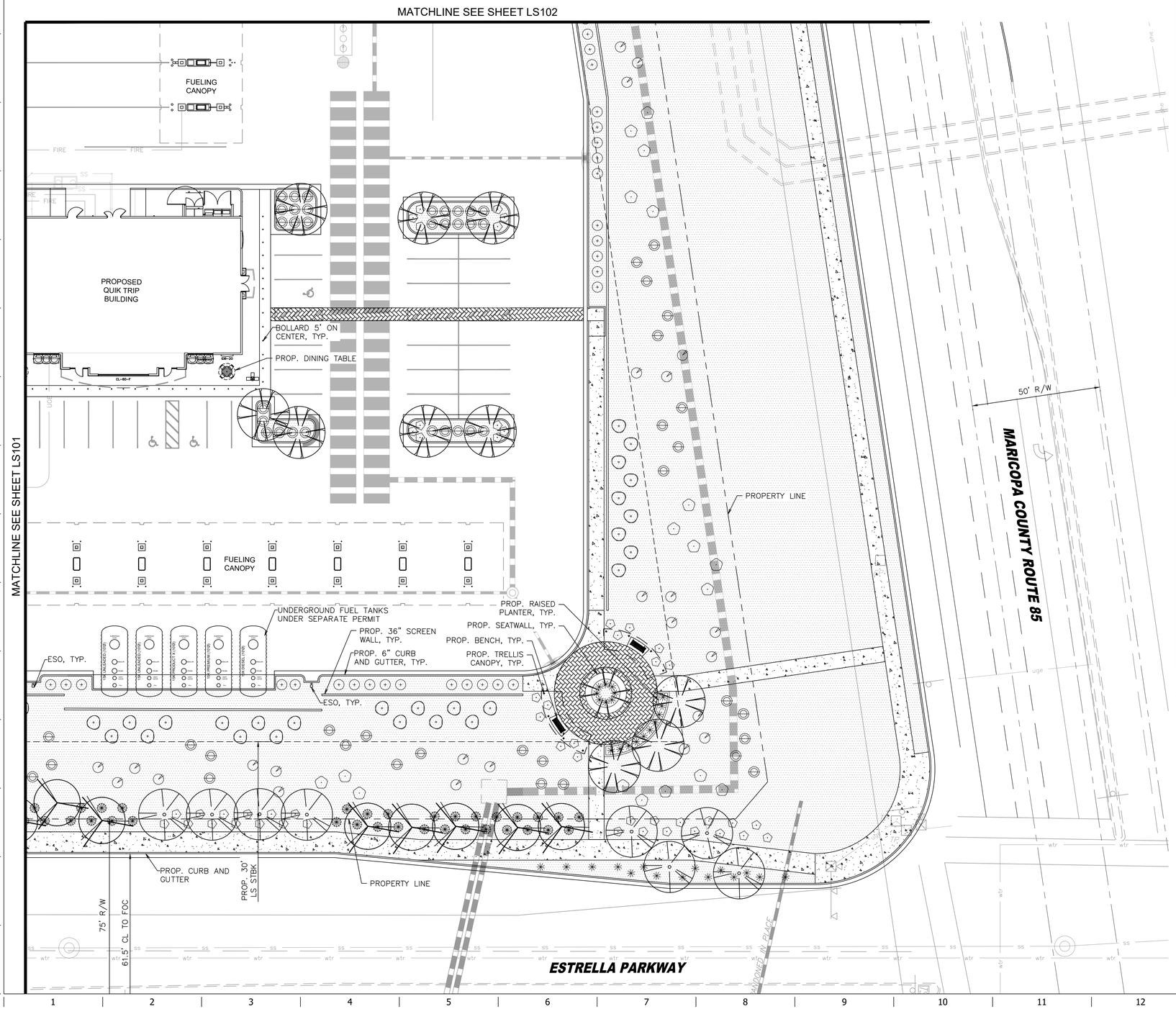
SHEET TITLE:
SITE PLAN DETAILS

SHEET NUMBER:
SP6
SHEET 6 OF 6

FILE LOCATION: K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-DT.dwg TAB NAME: SITE DETAIL SHEET 2 USER: Madeleine.Haynie SAVED: 3/26/2024 8:07 AM PLOTTED: 11/27/2024 9:30 AM



LANDSCAPE CONCEPT PLANT MATERIAL

	SIZE	QTY
TREES		
PISTACIA x 'RED PUSH' RED PUSH PISTACHE	24" BOX	20
PARKINSONIA 'DESERT MUSEUM' DESERT MUSEUM PALO VERDE	24" BOX	22
QUERCUS VIRGINIANA LIVE OAK	24" BOX	26
SHRUBS		
HESPERALOE PARVIFLORA 'SANDIA GLOW' SANDIA GLOW RED YUCCA	5 GAL	120
HESPERALOE FUNIFERA GIANT YUCCA	5 GAL	113
LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' LYNN'S LEGACY SAGE	5 GAL	135
MUHLENBERGIA RIGIDA 'NASHVILLE' NASHVILLE MUHLY	5 GAL	68
NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL	62
RUELLIA PENINSULARIS DESERT RUELLIA	5 GAL	175
TECOMA STANS 'GOLD STAR' YELLOW BELLS	5 GAL	38
GROUNDCOVER		
LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	177
DECOMPOSED GRANITE - MAHOGANY 1/2" SCREENED - 2" DEPTH MIN.		144,358 SF

CITY OF GOODYEAR LANDSCAPE REQUIREMENTS

Requirement	Required Size/Quanity	Provided Size/Quantity
General Landscape		
Min. 15% Net Site Area (223,554 SF) to be Landscaped	33,533 SF	104,697 SF (46.8%)
50% Min. 24" Box Trees (68 Total)	(34) 24" Box Trees Min.	(68) 24" Box Trees Min.
50% Min. Live Coverage in all Landscape Areas	50% Live Coverage	Provided
Retention Basin Slopes 6:1 Max Slopes	6:1 Max Slopes	Provided
15 Gallon Min. Tree Sizes	8' Ht., 4' Sp., 1 1/4" Cal.	Provided
24" Box Min. Tree Sizes	10' Ht., 6' Sp., 2" Cal.	Provided
Streetscape		
W. Broadway Road (335 LF) 1 Tree / 25 LF	W. Broadway Road 14 Trees	W. Broadway Road 14 Trees
Estrella Parkway (620 LF) 1 Tree / 25 LF	Estrella Parkway 25 Trees	Estrella Parkway 25 Trees
Parking Lot		
1 Tree Per Island (16 Total) 5 Shrubs (5 Gal.) Per Island (16 Total)	16 Trees 80 Shrubs (5 gal.)	16 Trees 93 Shrubs (5 gal.)

CITY OF GOODYEAR LANDSCAPE NOTES

1. SHRUBS AND GROUNDCOVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 24 INCHES. HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
2. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
3. 7 FOOT MINIMUM CLEARANCE SHALL BE MAINTAINED AROUND THE FIRE HYDRANTS FROM LANDSCAPE MATERIAL WITH A MATURITY HEIGHT EXCEEDING 6 INCHES PER CITY STANDARD DETAILS (EDS&PM 5.1.6.B.3c).

20 10 0 20 40

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

Kimley»Horn

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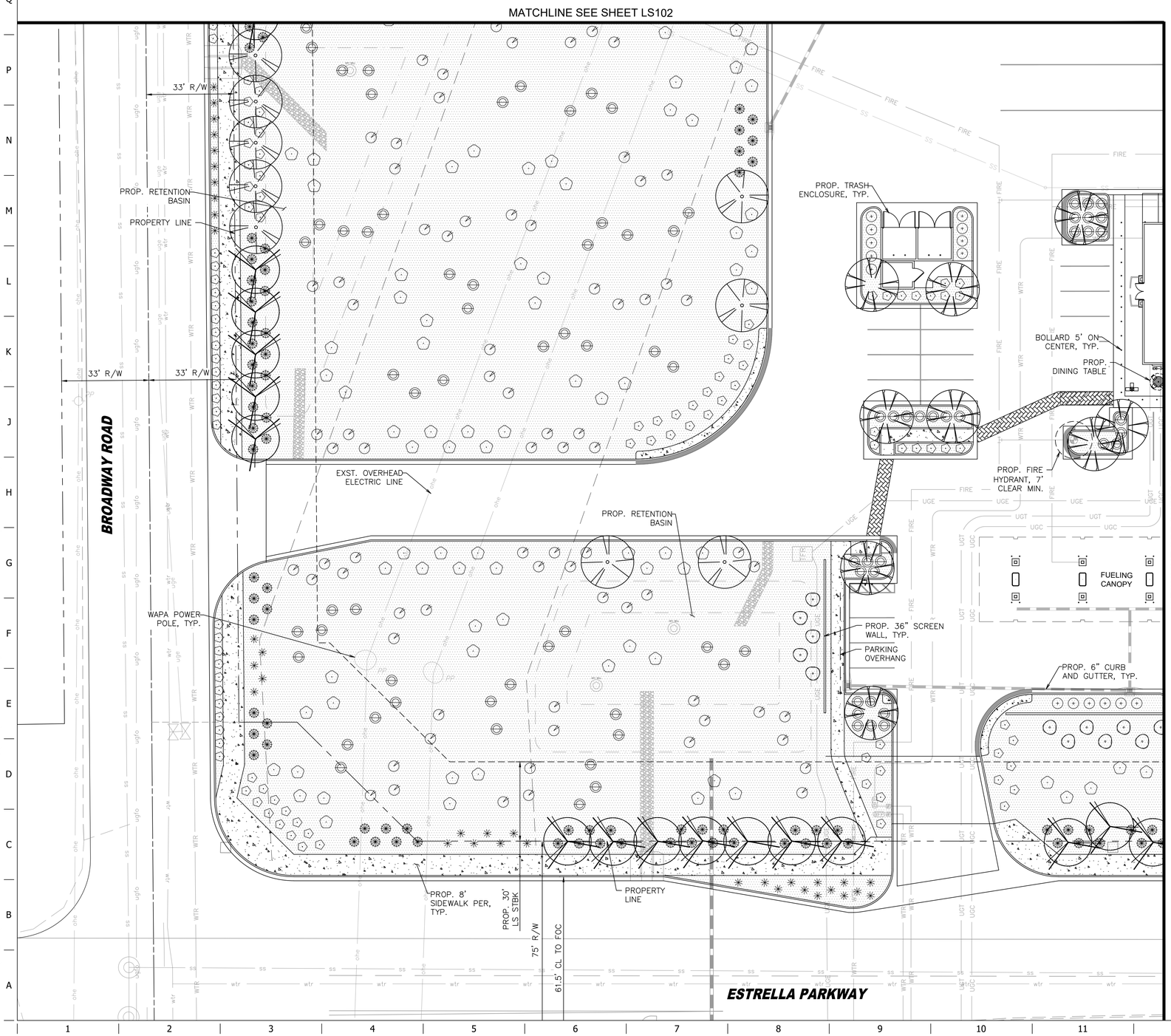
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
L100
SHEET 1 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS100 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



LANDSCAPE CONCEPT PLANT MATERIAL

	SIZE	QTY
TREES		
PISTACIA x 'RED PUSH' RED PUSH PISTACHE	24" BOX	20
PARKINSONIA 'DESERT MUSEUM' DESERT MUSEUM PALO VERDE	24" BOX	22
QUERCUS VIRGINIANA LIVE OAK	24" BOX	26
SHRUBS		
HESPERALOE PARVIFLORA 'SANDIA GLOW' SANDIA GLOW RED YUCCA	5 GAL	120
HESPERALOE FUNIFERA GIANT YUCCA	5 GAL	113
LEUCOPHYLLUM LANGMANIAE 'LYNN'S LEGACY' LYNN'S LEGACY SAGE	5 GAL	135
MUHLENBERGIA RIGIDA 'NASHVILLE' NASHVILLE MUHLY	5 GAL	68
NERIUM OLEANDER 'PETITE PINK' PETITE PINK OLEANDER	5 GAL	62
RUELLIA PENINSULARIS DESERT RUELLIA	5 GAL	175
TECOMA STANS 'GOLD STAR' YELLOW BELLS	5 GAL	38
GROUNDCOVER		
LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	177
DECOMPOSED GRANITE - MAHOGANY 1/2" SCREENED - 2" DEPTH MIN.		144,358 SF

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

Kimley»Horn

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14646 N SCOTTSDALE RD., SUITE 200
SCOTTSDALE, ARIZONA 85254 (602) 944-5500

QuikTrip No. 1541

SWC OF MC 85 & ESTRELLA PARKWAY
SECTION 19, T.1N, R.1W, G.&S.R.B&M, GOODYEAR, AZ

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PROTOTYPE: P-113 (02/15/23)
DIVISION:
VERSION: 001
DESIGNED BY: MHH
DRAWN BY: MCH
REVIEWED BY: RMH

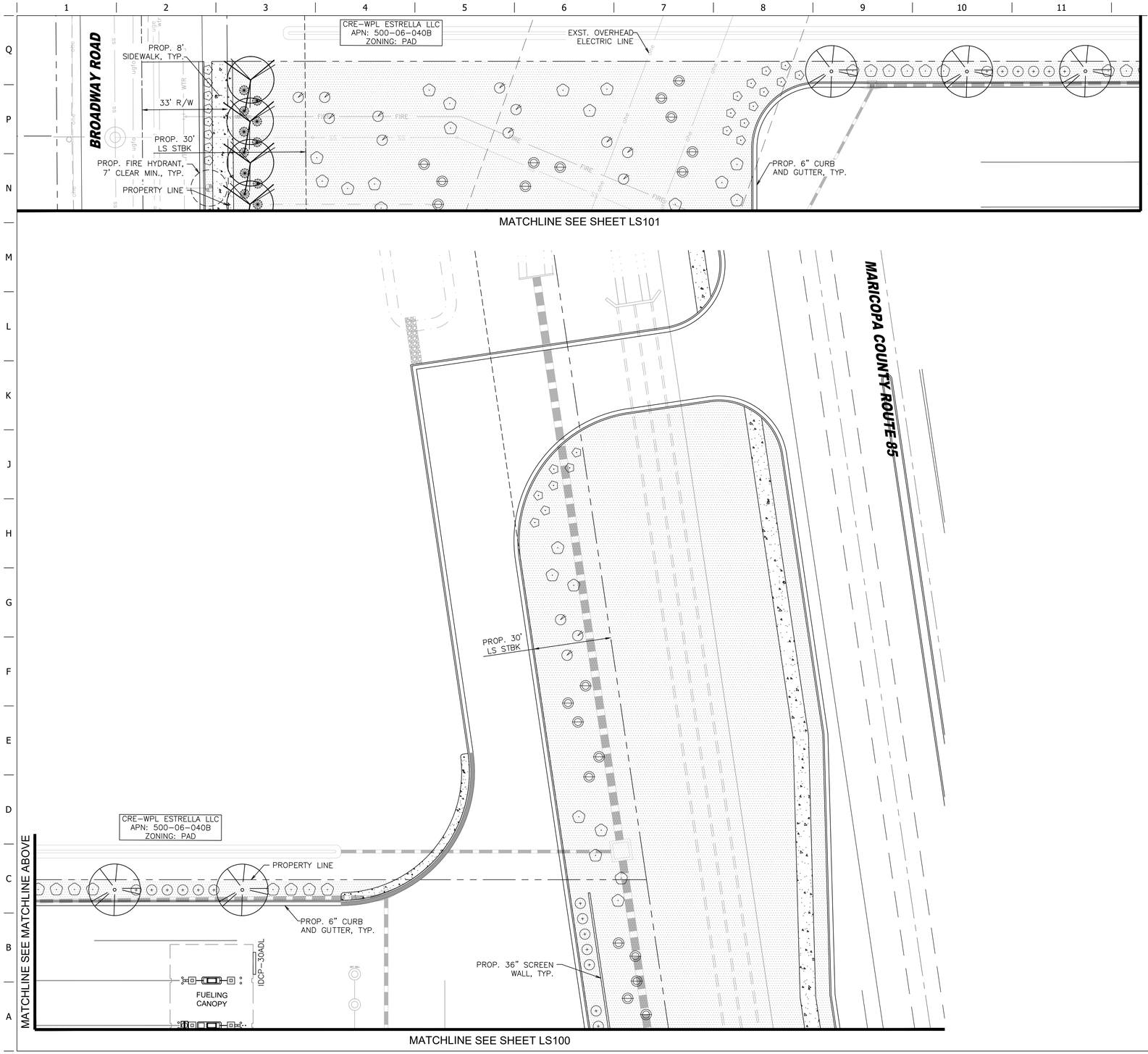
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
L101
SHEET 2 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS101 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



LANDSCAPE CONCEPT PLANT MATERIAL

		SIZE	QTY
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GROUNDCOVER			
	LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	177
	DECOMPOSED GRANITE - MAHOGANY 1/2" SCREENED - 2" DEPTH MIN.		144,358 SF

20 10 0 20 40

REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

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QuikTrip No. 1541

SWC OF MC 85 & ESTRELLA PARKWAY
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DIVISION:
VERSION: 001
DESIGNED BY: MHH
DRAWN BY: MCH
REVIEWED BY: RMH

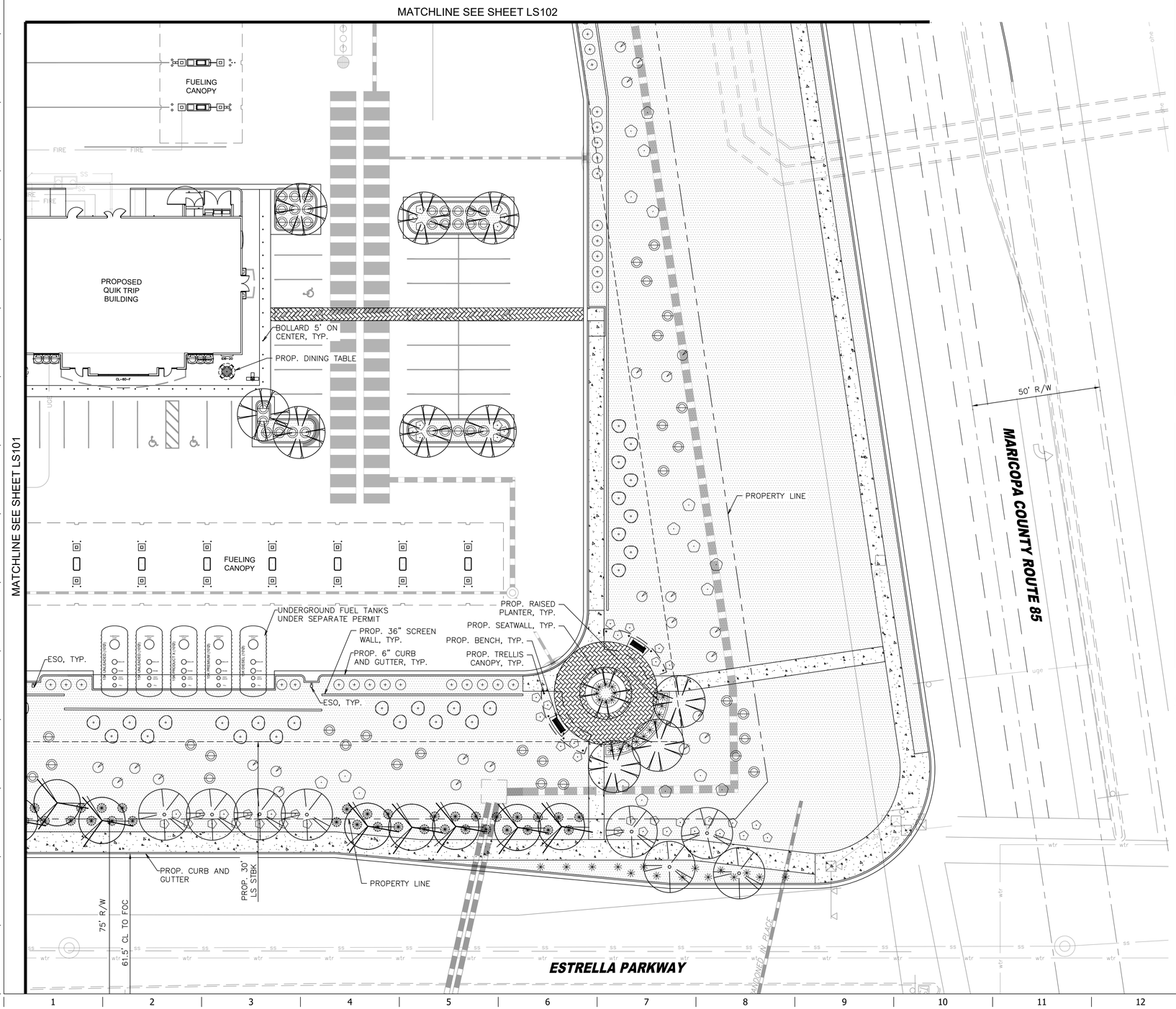
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
L102
SHEET 3 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS102 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



LANDSCAPE CONCEPT PLANT MATERIAL

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GROUNDCOVER		
LANTANA MONTEVIDENSIS PURPLE TRAILING LANTANA	1 GAL	177
DECOMPOSED GRANITE - MAHOGANY 1/2" SCREENED - 2" DEPTH MIN.		144,358 SF

CITY OF GOODYEAR LANDSCAPE REQUIREMENTS

Requirement	Required Size/Quanity	Provided Size/Quantity
General Landscape		
Min. 15% Net Site Area (223,554 SF) to be Landscaped	33,533 SF	104,697 SF (46.8%)
50% Min. 24" Box Trees (68 Total)	(34) 24" Box Trees Min.	(68) 24" Box Trees Min.
50% Min. Live Coverage in all Landscape Areas	50% Live Coverage	Provided
Retention Basin Slopes 6:1 Max Slopes	6:1 Max Slopes	Provided
15 Gallon Min. Tree Sizes	8' Ht., 4' Sp., 1 1/4" Cal.	Provided
24" Box Min. Tree Sizes	10' Ht., 6' Sp., 2" Cal.	Provided
Streetscape		
W. Broadway Road (335 LF) 1 Tree / 25 LF	W. Broadway Road 14 Trees	W. Broadway Road 14 Trees
Estrella Parkway (620 LF) 1 Tree / 25 LF	Estrella Parkway 25 Trees	Estrella Parkway 25 Trees
Parking Lot		
1 Tree Per Island (16 Total) 5 Shrubs (5 Gal.) Per Island (16 Total)	16 Trees 80 Shrubs (5 gal.)	16 Trees 93 Shrubs (5 gal.)

CITY OF GOODYEAR LANDSCAPE NOTES

1. SHRUBS AND GROUNDCOVERS PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A MATURE HEIGHT OF NOT MORE THAN 24 INCHES. HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT, AND TOTAL HEIGHT SHALL INCLUDE THE HEIGHT OF ANY MOUNDING (EDS&PM 7.2.4.B.1).
2. TREES PLANTED WITHIN SIGHT VISIBILITY TRIANGLES SHALL HAVE A CLEAR TRUNK PRUNED TO A HEIGHT OF 7 FEET OR GREATER UPON INSTALLATION. HEIGHT SHALL BE MEASURED FROM EDGE OF PAVEMENT (EDS&PM 7.2.4.B.2).
3. 7 FOOT MINIMUM CLEARANCE SHALL BE MAINTAINED AROUND THE FIRE HYDRANTS FROM LANDSCAPE MATERIAL WITH A MATURITY HEIGHT EXCEEDING 6 INCHES PER CITY STANDARD DETAILS (EDS&PM 5.1.6.B.3c).

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

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SCOTTSDALE, ARIZONA 85254 (602) 944-5500

QuikTrip No. 1541

SWC OF MC 85 & ESTRELLA PARKWAY
SECTION 19, T.1N, R.1W, G.&S.R.B&M, GOODYEAR, AZ

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PROTOTYPE:	P-113 (02/15/23)
DIVISION:	
VERSION:	001
DESIGNED BY:	MHH
DRAWN BY:	MCH
REVIEWED BY:	RMH

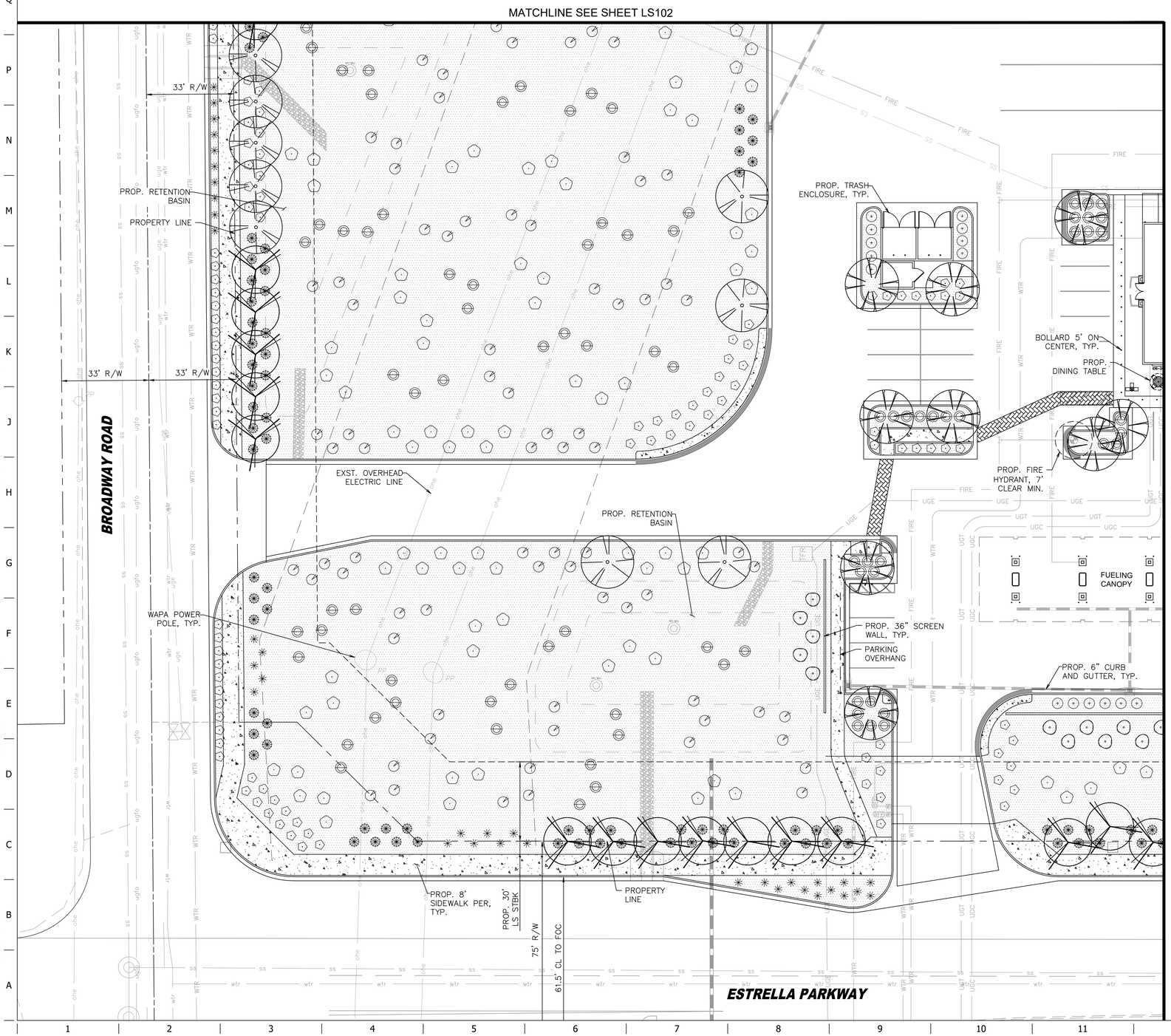
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
L100
SHEET 1 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS100 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



LANDSCAPE CONCEPT PLANT MATERIAL

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

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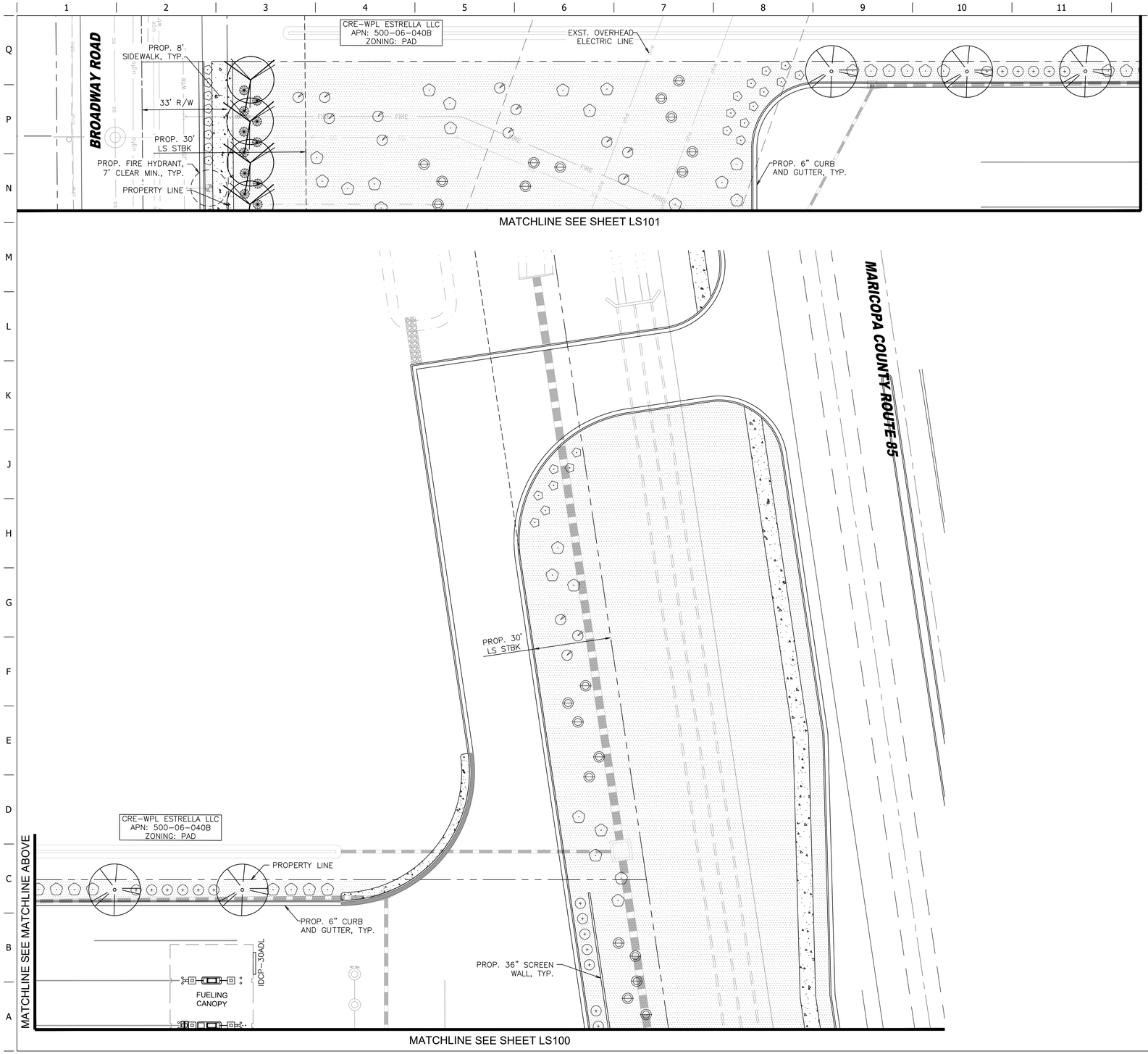
REV	DATE	DESCRIPTION

ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

SHEET NUMBER:
L101
SHEET 2 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS101 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



LANDSCAPE CONCEPT PLANT MATERIAL

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REGISTERED LANDSCAPE ARCHITECT CERTIFICATE NO. 60494 ANDREW A. VALESTIN Date Signed 11/26/24 ARIZONA U.S.A.

PROJECT NO.:291443031

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QuikTrip No. 1541

SWC OF MC 85 & ESTRELLA PARKWAY
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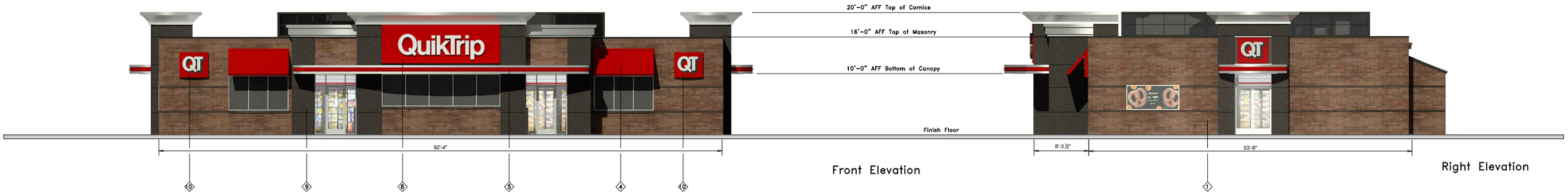
ORIGINAL ISSUE DATE: 04/03/2024

SHEET TITLE:
PRELIMINARY LANDSCAPE PLAN

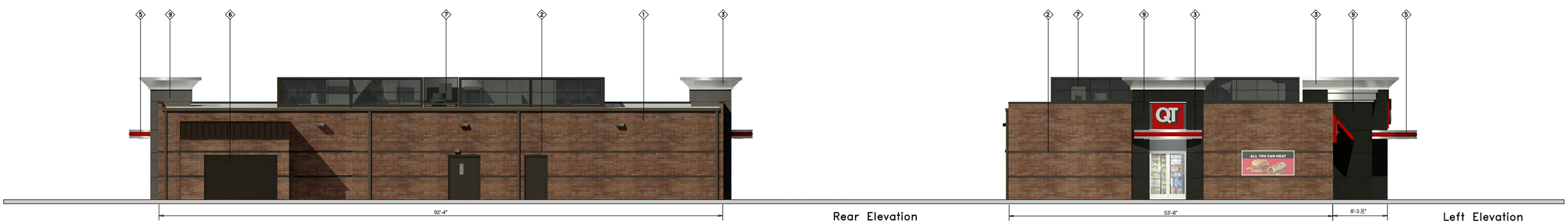
SHEET NUMBER:
L102
SHEET 3 OF 3

FILE LOCATION:K:\PHX_Civil\291443031 - QT1541 - MC-85 & Estrella Parkway\CADD\05-1541 Pre-LS.dwg TAB NAME:LS102 USER:connor.burgess SAVED:11/26/2024 4:48 PM PLOTTED:11/26/2024 4:51 PM



Front Elevation

Right Elevation



Rear Elevation

Left Elevation

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	G3SE Fuel Stop Elevations	Address:	City, State:
Serial #	Scale: 1/16"=1'-0"	Issue Date:	Drawn By:
Rev/Notes:			

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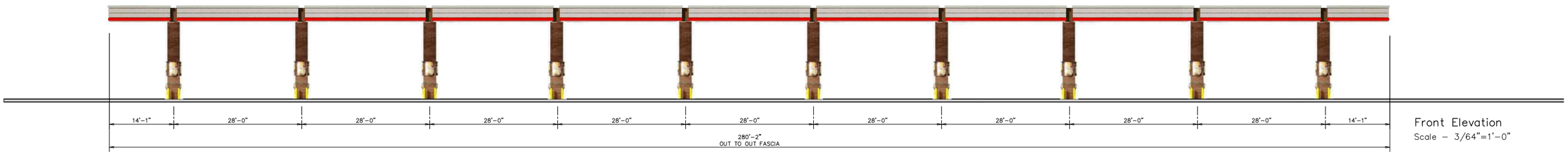
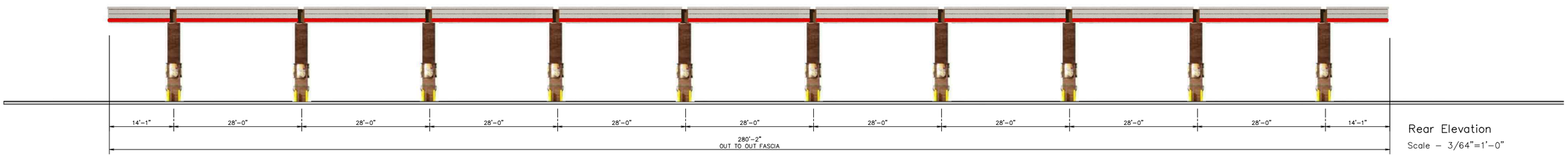
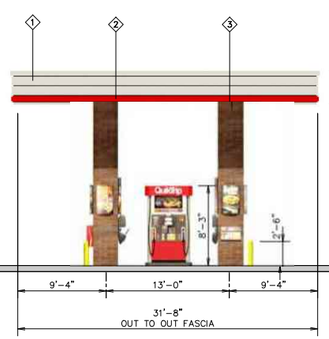
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
2	MIDNIGHT	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
3	BRUSHED ALUMINUM	REYNOBOND	FASCIA
4	QT RED	SHERWIN-WILLIAMS	STANDING SEAM AWNING
5	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
6	QT BROWN	SHERWIN - WILLIAMS	METAL/PAINT
7	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
8	CL-60R	ALLEN INDUSTRIES	SIGNAGE
9	GRANITE	STO	A100G EIFS
10	IDB-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE

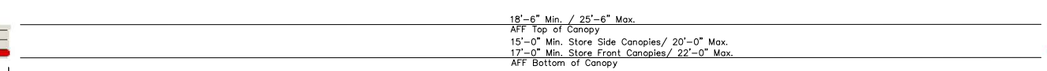


Front Elevation
Scale – 3/64"=1'-0"

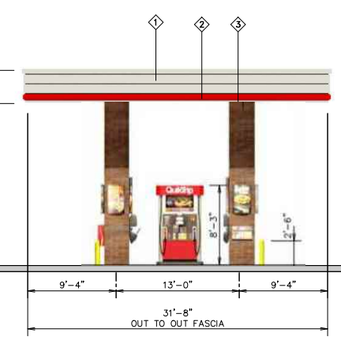


Rear Elevation
Scale – 3/64"=1'-0"





Left Elevation
Scale – 1/16"=1'-0"



Right Elevation
Scale – 1/16"=1'-0"

QuikTrip.
4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	Vertical 10 Canopy Elevations	Address:	City, State:
Serial #	Scale: AS NOTED	Issue Date:	Drawn By:
Rev/Notes:			

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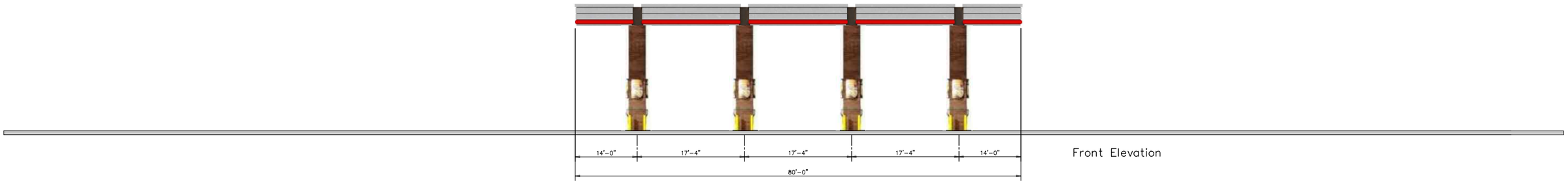
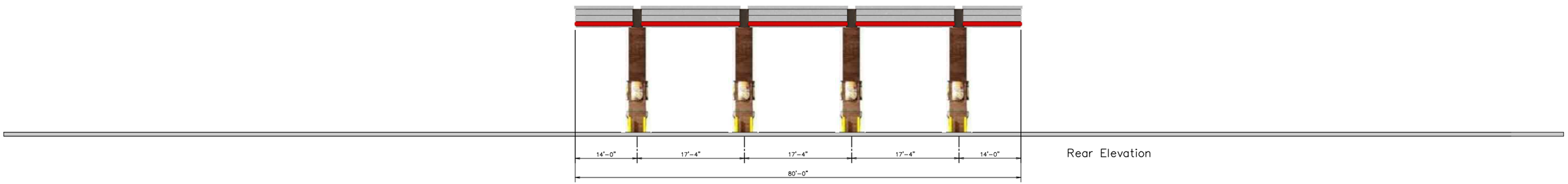
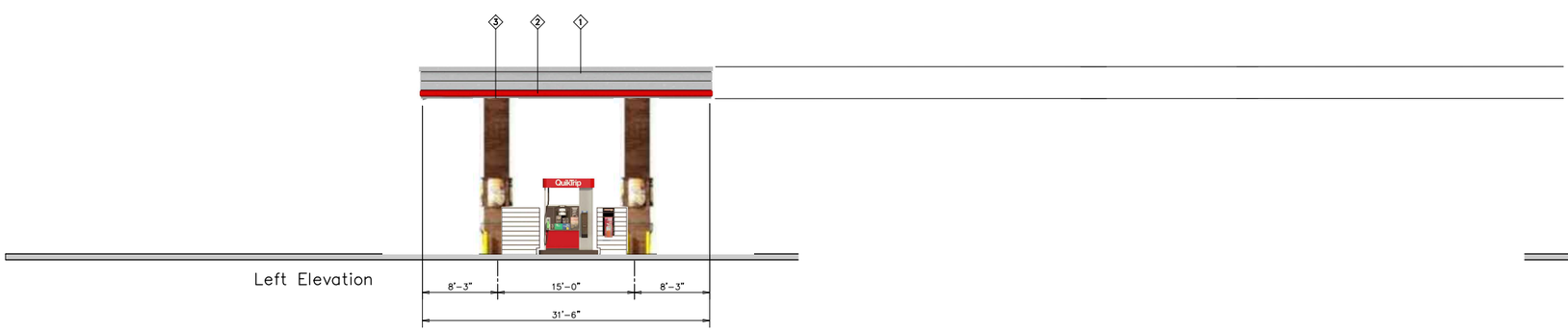
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	IDC-20	ALLEN INDUSTRIES	ILLUMINATED SIGNAGE
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK
6	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH



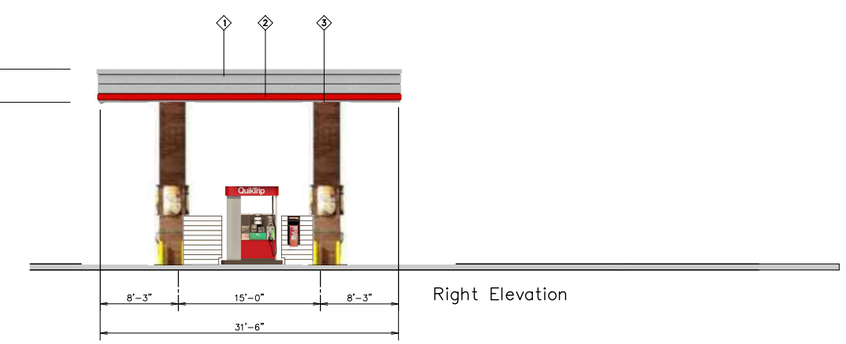
Front Elevation



Rear Elevation



Left Elevation



Right Elevation

QuikTrip

4705 South 129th East Ave.
Tulsa, OK 74134-7008
P.O. Box 3475
Tulsa, OK 74101-3475
(918) 615-7700

Store #	3 Bay Diesel Canopy	Address:	City, State:
Serial #	Scale: 1/16"=1'-0"	Issue Date:	Drawn By:
Rev/Notes:			

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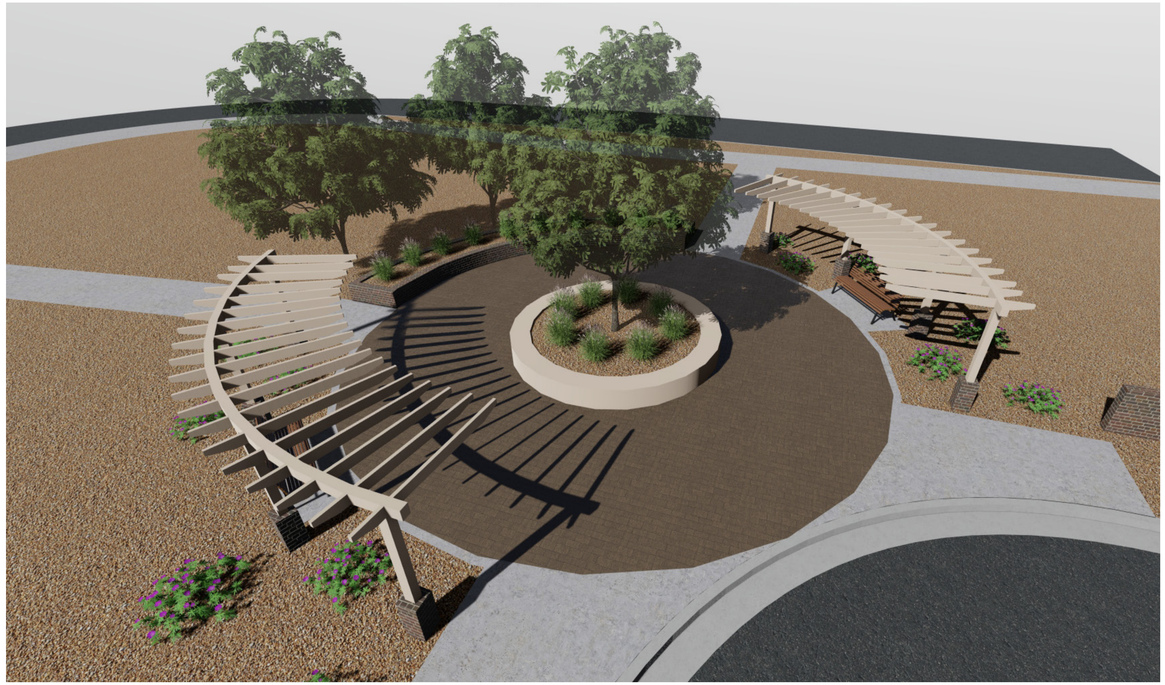
#	FINISH	MANUFACTURER	SPECIFICATION
1	BRUSHED ALUMINUM	REYNOBOND	CANOPY
2	RED POLYCARBONATE	ALLEN INDUSTRIES	ILLUMINATED BAND
3	QT BROWN	SHERWIN – WILLIAMS	METAL/PAINT
4	BLACK	ALL COURT FABRICS	POLYPRO 95 MESH
5	BRONZESTONE	INTERSTATE BRICK	ATLAS STRUCTURAL BRICK



CORNER FEATURE - QUIKTRIP 1541

GOODYEAR, AZ

JANUARY 2025

Kimley»Horn

It's a Great time to be in Goodyear.

Use Permit for Convenience Use

QuickTrip 1541

Location

Southwest Corner of MC 85 and South Estrella Parkway

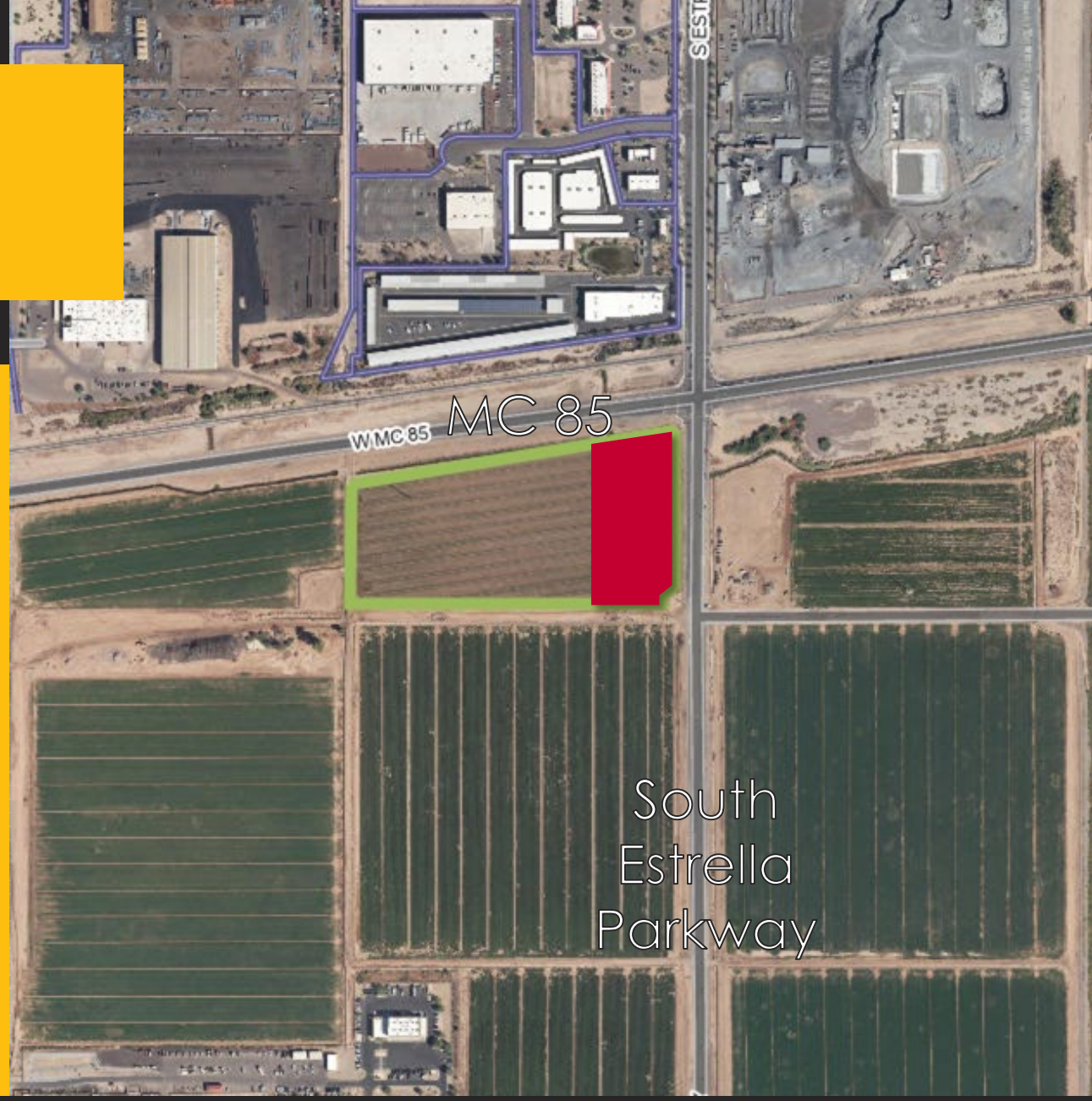
- 5.13 Acre Eastern portion of a 15.19 Acre Lot
- C-2 w/ PAD overlay

Surrounding Area

Estrella Commerce Park PAD Overlay

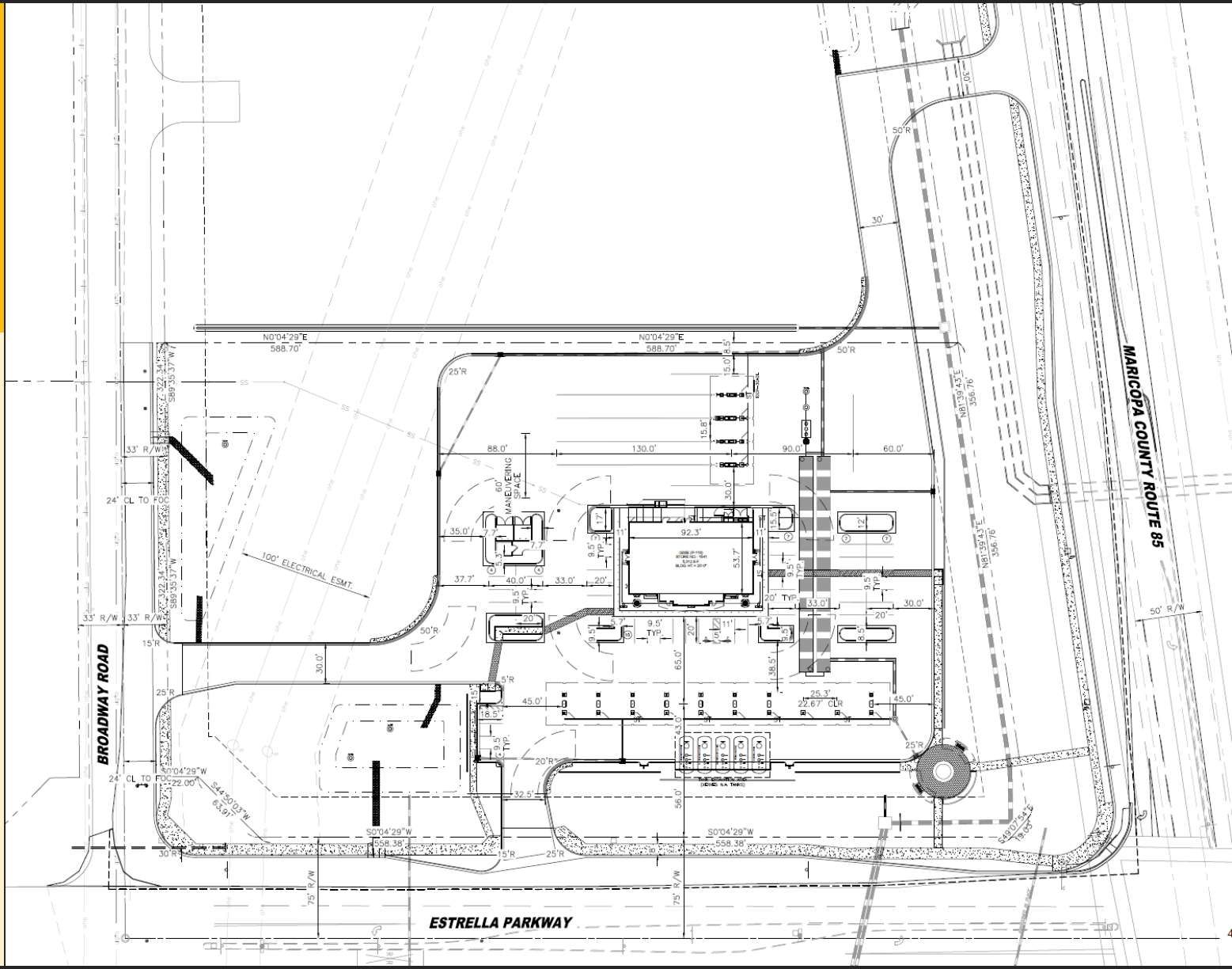
Surrounding Uses

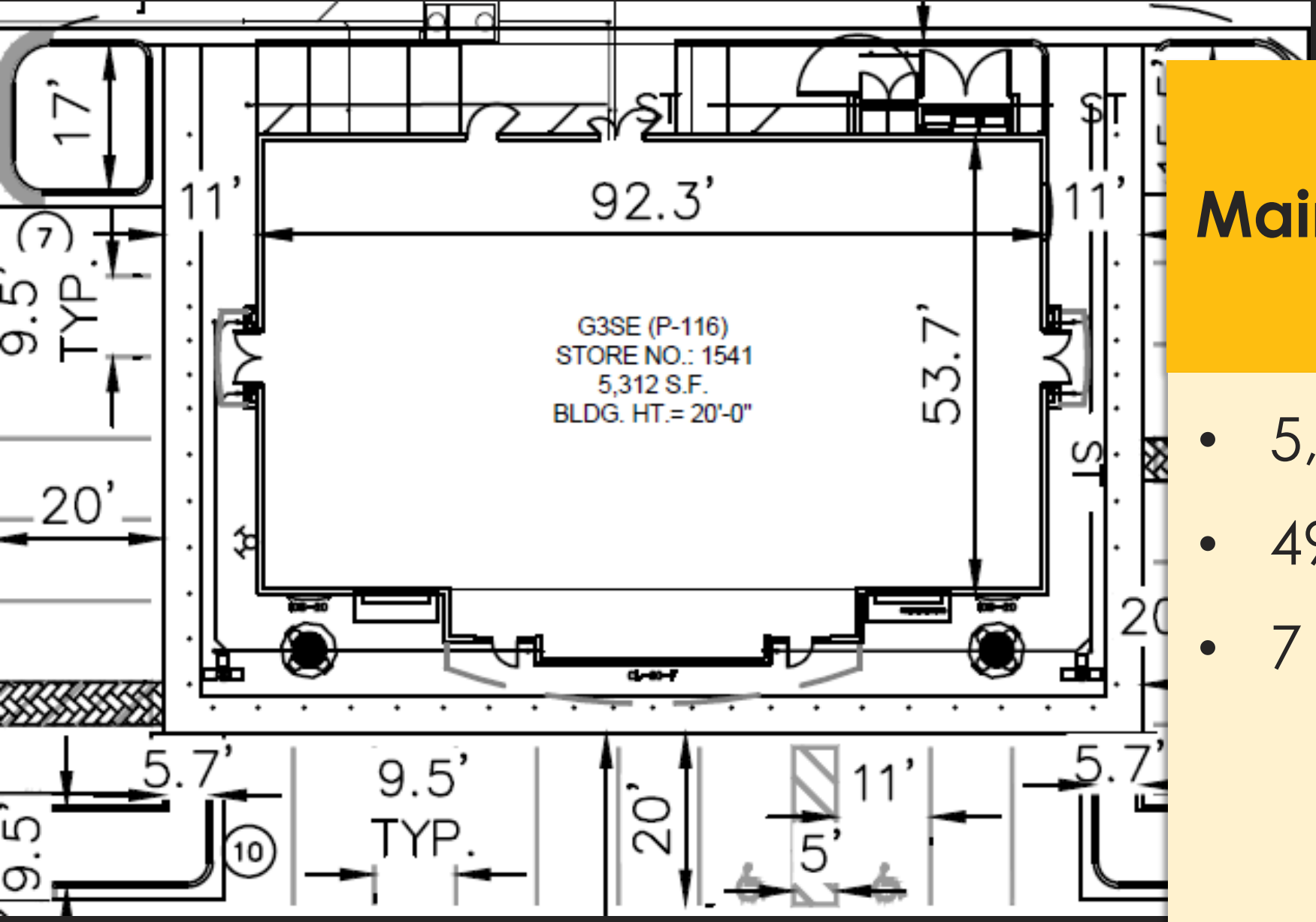
- North:
  - Budget Mini Storage
- East, South, & West:
  - Vacant Land that is also a part of the Estrella Commerce Park Planned Area Development Overlay



Site Layout

- Main Building
- Vehicle fuel pumps
- Truck fuel pumps
- Corner feature





Main Building

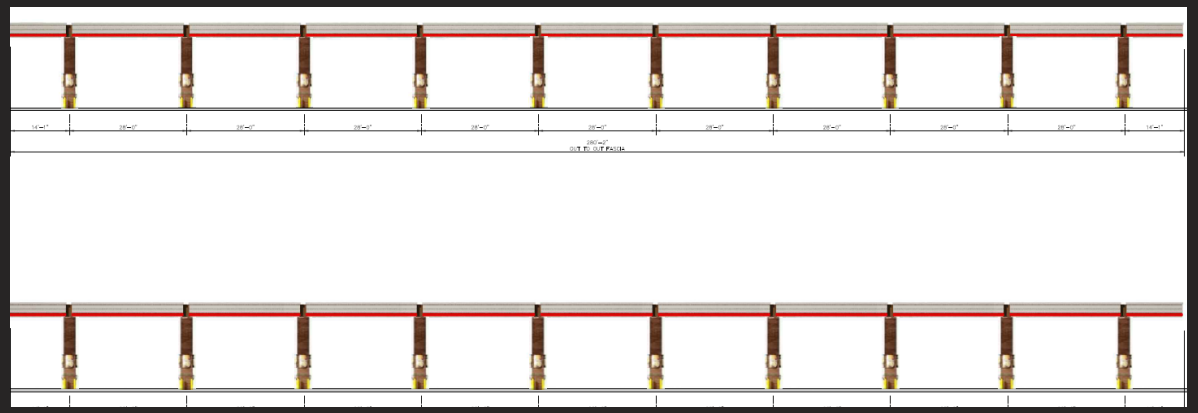
- 5,312 Sqft Building
- 49 Parking Spaces
- 7 Bicycle Spaces

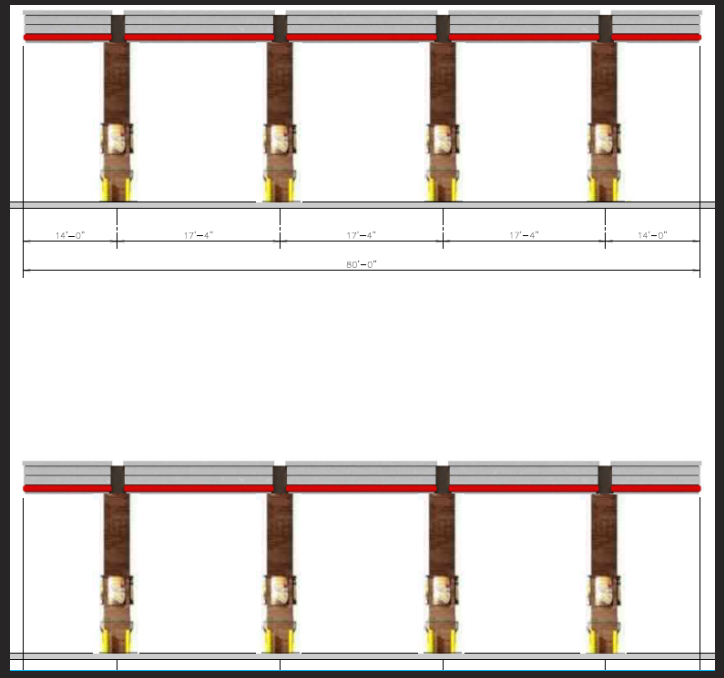
Building Aesthetic

- 4-sided architecture

Fuel Pumps

- 8,176 Sqft auto fuel canopy w/ 10 pumps to serve up to 20 cars
- 2,554 sqft Truck fueling area w/ 3 semi-truck fueling bays to serve up to 3 semi-trucks



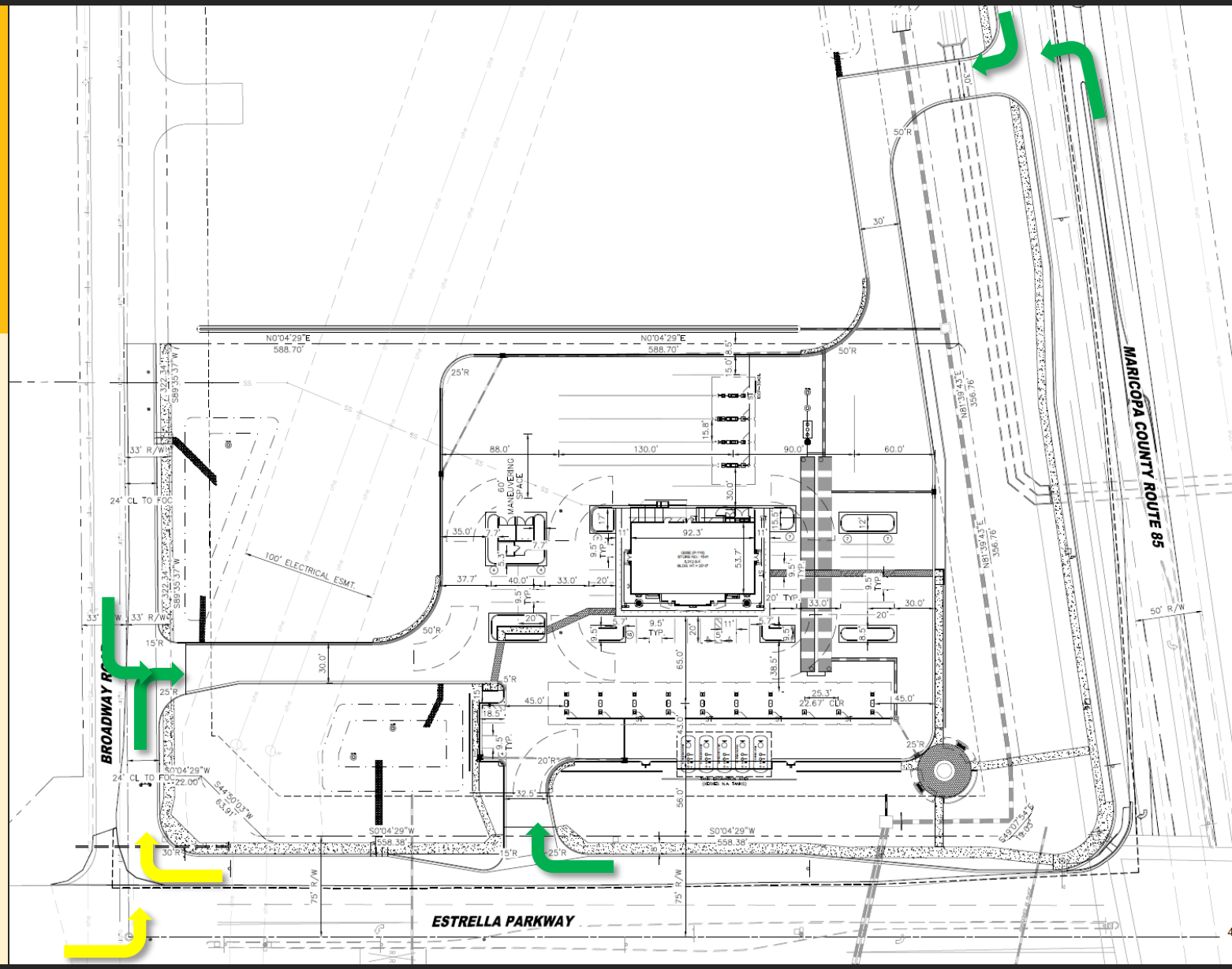


It's a Great time to be in Goodyear.

Corner Feature

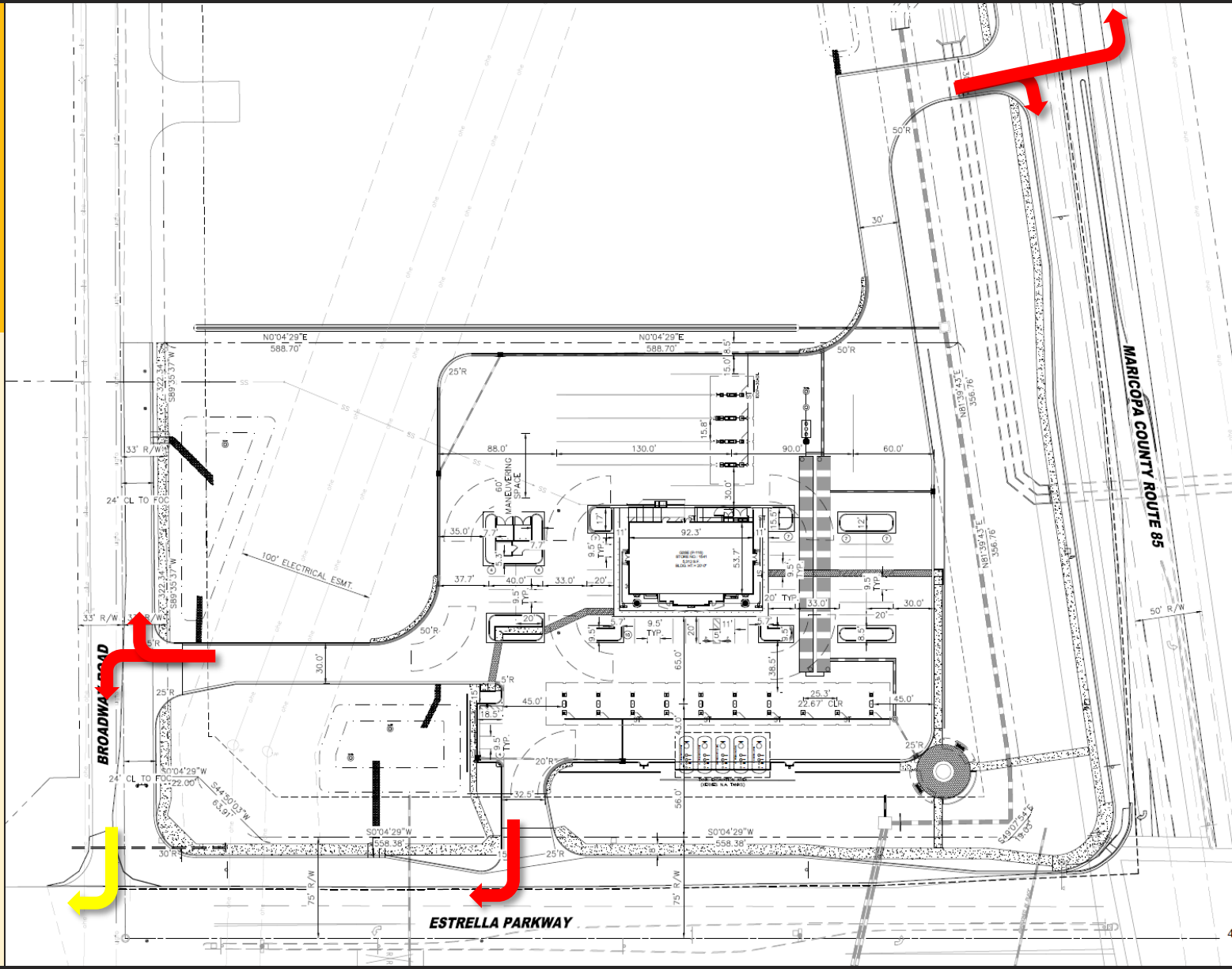
Site Access

- 3 Points of Access
  1. MC-85
  2. Estrella Parkway
  3. Broadway Road
- Broadway-Estrella Intersection



Site Access

- 3 Points of exit
  1. MC-85
  2. Estrella Parkway
  3. Broadway Road
- Broadway-Estrella Intersection



QuickTrip1541

Public Participation

- Alternative Citizen Review
- No questions, comments, or concerns

It's a Great time to be in Goodyear.

Recommendation

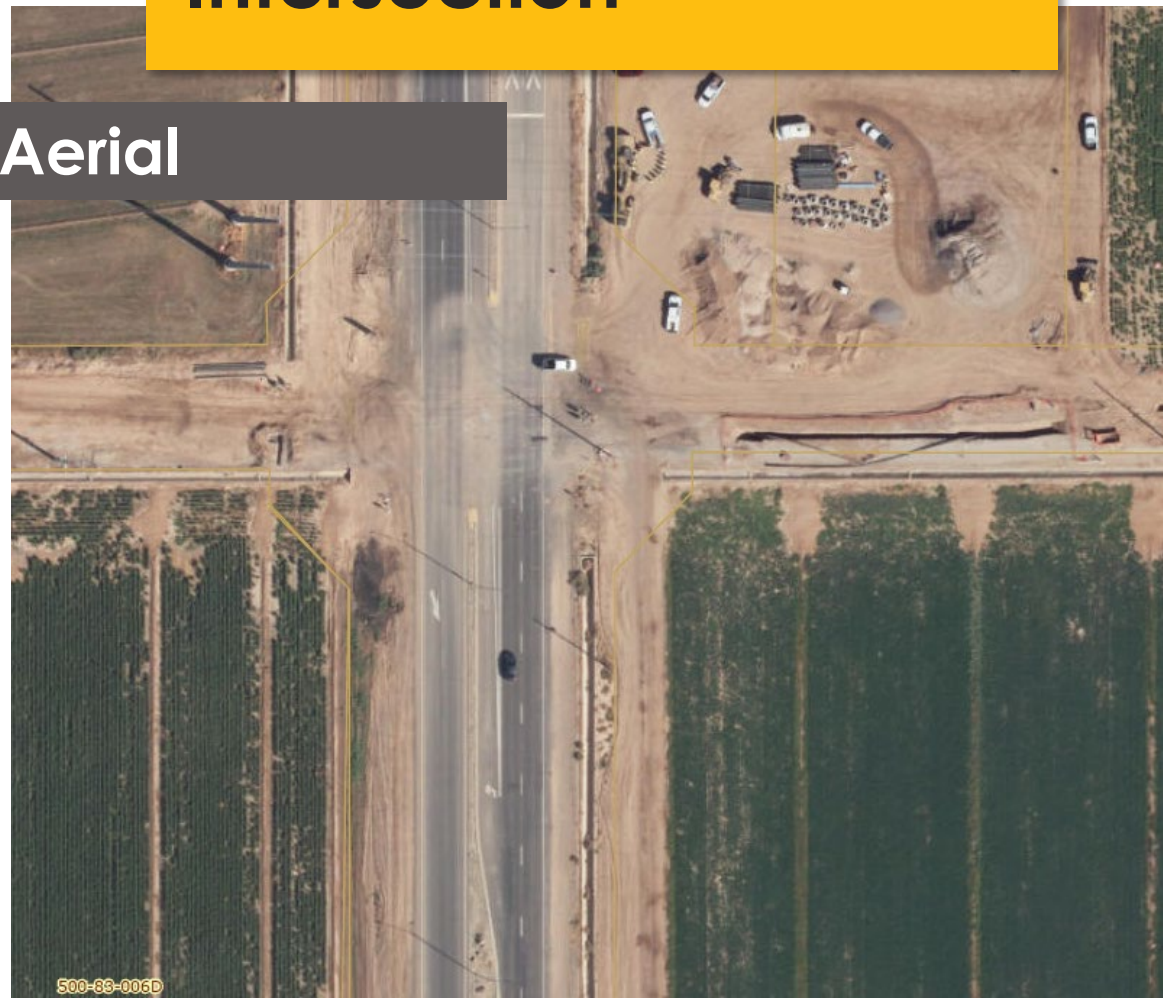
QuickTrip 1541

Recommend approval subject to staff stipulations

- Application complies with city requirements
- Stipulations
  - Prohibit truck stop/travel center facilities and services
  - Prohibit on-site semi-truck parking and overnight parking accommodations

Broadway-Estrella Intersection

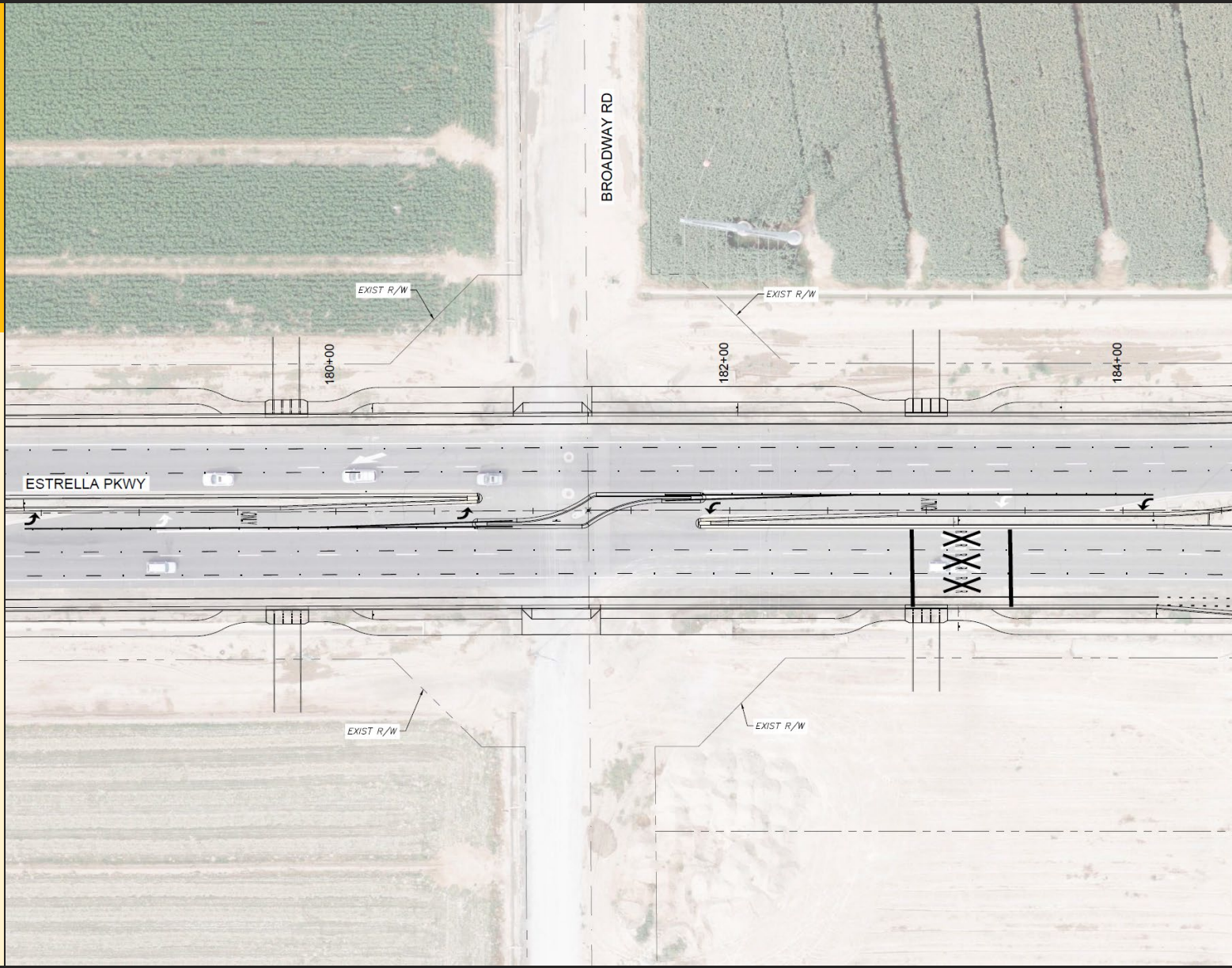
Aerial



Street View

Estrella Widening

- CIP Project
- Widening From MC 85-Vineyard



ITEM #: 10.
DATE: 02/24/2025
AI #:2406

CITY COUNCIL ACTION REPORT

SUBJECT: **AMEND CHAPTER 3 OF GOODYEAR CITY CODE TO ADOPT REVISED POLICY AND GUIDELINES FOR THE AUDIT COMMITTEE AND ESTABLISH CITY AUDITOR PROGRAM**

STAFF PRESENTER(S): Jared Askelson, Finance Director

SUMMARY

This action creates the functions and duties of both the Audit Committee and the City Auditor in City Code. The City Code will give guidance on the administrative reporting structure, auditing standards, annual reports, and the scope of duties for the City Auditor. Additionally, the City Code will outline the purpose and duties of the Audit Committee.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

ADOPT ORDINANCE NO. 2025-1628 AMENDING CHAPTER 3 ADMINISTRATION OF GOODYEAR CITY CODE TO ESTABLISH A NEW SECTION, 3-1-10 CITY AUDITOR, AND NEW ARTICLE 3-18 AUDIT COMMITTEE, AUTHORIZATION OF FULL-TIME POSITION AND BUDGET AMENDMENT, THE PROVIDING FOR CORRECTIONS, SEVERABILITY; AND AN EFFECTIVE DATE. (Jared Askelson, Finance Director)

FISCAL IMPACT

The fiscal year (FY) 2025 budget includes $100,000 of one-time funds for the purposes of implementing an internal audit function within the Finance Department. This action will require a budget amendment to move $40,000 to the City Manager's Office for the purposes of hiring a City Auditor. The remaining $60,000 will be used to complete a follow-up report on the operations of the City's Capital Improvement Plan processes to review corrective actions being taken. The ongoing costs of the internal audit program are estimated to be $231,100 and will be included as a part of the FY2026 budget.

BACKGROUND AND PREVIOUS ACTIONS

The FY2025-2028 Strategic Plan includes an action item within the Fiscal Resource & Management component to evaluate the need and scope for an internal audit function. At the October 2024 Council retreat, City Council was presented with an evaluation that included recommendations to establish an internal audit program by adding the position of City Auditor and modify the duties of the current Audit Subcommittee to include internal audit program functions. During the Council retreat, staff received feedback and are now bringing forward action to implement an internal audit program.

STAFF ANALYSIS

An internal audit program assists management in maintaining an effective framework of internal controls to minimize risk for the organization. The Government Finance Officers Association provides information on best practices for establishing an internal audit program. The best practices include that the program should be formally established by appropriate legal means that include the scope of work for the program, the administrative reporting structure of the program, the submission of annual reports, and the auditing standards that will be followed.

This action will establish, through the attached ordinance (attachment A) modifying City Code, both the City Auditor position and the Audit Committee. The City Auditor will assist management in determining whether the city's network of risk management, control, and governance processes is adequate and functioning. The City Auditor will meet the government auditing standards published by the Comptroller General of the United States. The City Auditor will be appointed by and report to the City Manager and have annual reporting requirements to the Audit Committee and management. The Audit Committee will review the City Auditor's annual audit plan, ensure that audit reports are made available to City Council and the public, monitor corrective action on findings, assure the independence and standards of the audit functions, and report to City Council as appropriate. The Audit Committee will also meet with the city's external auditors regarding the city's annual comprehensive financial report, taking over those duties from the previous Audit Subcommittee.

Attachments

Attachment A - Ordinance 2025-1628

Staff Presentation

ORDINANCE NO. 2025-1628

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 3 ADMINISTRATION OF GOODYEAR CITY CODE TO ESTABLISH A NEW SECTION, 3-1-10 CITY AUDITOR, AND NEW ARTICLE 3-18 AUDIT COMMITTEE, AUTHORIZATION OF FULL TIME POSITION AND BUDGET AMENDMENT, THE PROVIDING FOR CORRECTIONS, SEVERABILITY; AND AN EFFECTIVE DATE.

WHEREAS, Services provided by a City Auditor will improve operations, identify opportunities to minimize risks, maximize efficiency and effectiveness, and strengthen public confidence and accountability; and

WHEREAS, an Audit Committee will advise City Council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's financial statements, compliance with legal and regulatory requirements, effectiveness of the systems of internal controls, management of citywide risk environment, and the performance of internal and external auditors; and

WHEREAS, together the City Auditor and Audit Committee will enhance the transparency of operations through standardized review and reporting; and

WHEREAS, the Mayor and Council of the City of Goodyear, Arizona has identified the need for a City Auditor and Audit Committee;

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

SECTION 1. AMEND ARTICLE 3-1 OFFICERS IN GENERAL OF GOODYEAR CITY CODE

Article 3-1, Officers in General, of Goodyear City Code, is hereby amended to establish a new Section 3-1-10, entitled City Auditor, to read as follows:

3-1-10 City Auditor

(A) A City Auditor shall be appointed by the City Manager to provide independent and objective assurances on city programs and activities. Services provided are designed to add value, improve organizational operations, identify opportunities to minimize organizational risks, maximize efficiency and effectiveness, and strengthen public confidence and accountability.

(B) Scope of the office of the City Auditor. The scope of the office of the City Auditor will be adequately comprehensive to assist city management and the Audit Committee with determining whether the city's network of risk management, control, and governance processes is adequate and functioning in a manner to ensure:

(1) Risks are appropriately identified and managed;

(2) Significant financial, managerial, and operating information is accurate, reliable, and timely;

(3) Employees' actions comply with policies, standards, procedures, and applicable laws and regulations;

(4) Resources are acquired economically, used efficiently, and adequately protected;

(5) Programs, plans, and objectives are achieved;

(6) Quality and continuous improvement are fostered in the city's control process;

(7) Activities are conducted to acceptable professional standards.

(C) Standard audit of practice. The City Auditor will meet the government auditing standards (yellow book) published by the Comptroller General of the United States as demonstrated by undergoing a periodic external quality peer review assessment, not exceeding an interval of three (3) years. Individual projects or reports may meet other professional standards with prior approval of the Audit Committee.

(D) Independence of Internal Audit Program. The City Auditor will be appointed by and report to the City Manager. The independence of the internal audit program will be established through the periodic reporting to the Audit Committee required under the responsibilities of the City Auditor. The City Auditor will not conduct work where there is, or the appearance of, a conflict of interest.

(E) Responsibility of City Auditor. The City Auditor will periodically:

(1) Develop a flexible, risk-based internal annual audit plan including any risks or control concerns identified by city management. The plan will be submitted to the Audit Committee for review and approval, as well as periodic updates;

(2) Implement the annual audit plan, as approved, including as appropriate any special tasks or projects requested by city management and the Audit Committee;

(3) Evaluate the adequacy of actions taken by city management to correct reported deficiencies;

(4) Present final internal audit reports with management responses and action plans to the Audit Committee and applicable parties;

(5) Maintain and present to the Audit Committee a summary and status of open audit recommendations;

(6) Present an annual audit activity report summarizing the prior fiscal year accomplishments of the city audit program;

(7) Keep the Audit Committee informed of emerging trends and successful practices in internal auditing.

(F) Access. The City Auditor will have access, consistent with law, to all city records, property, information systems, and personnel necessary to accomplish the objectives related to approved annual audit plans.

(G) Interference with City Auditor prohibited. A department, office, or program subject to an audit shall cooperate with the City Auditor or their designee

and is prohibited from interfering with the audit process, from initiation to completion, including the finding, conclusions, and recommendations of the audit and any associated reports.

SECTION 2. AMEND CHAPTER 3 ADMINISTRATION OF GOODYEAR CITY CODE

Chapter 3, Administration, of Goodyear City Code, is hereby amended to establish a new Article 3-18, entitled Audit Committee, to read as follows:

Article 3-18

AUDIT COMMITTEE

Sections:

3-18-1 Creation.
3-18-2 Purpose and duties.
3-18-3 Audit Committee membership and term.
3-18-4 Meetings and quorum.
3-18-5 Conflict of interest.
3-18-6 By-laws.
3-18-7 Officers and subcommittees.

3-18-1 Creation.

There is hereby created an Audit Committee to carry out the functions and duties provided in this article and to serve in an advisory capacity to the City Council.

3-18-2 Purpose and duties.

(A) The primary purpose of the Audit Committee is to advise City Council in respect to fulfilling its oversight responsibilities regarding the integrity of the city's annual comprehensive financial statements, compliance with legal and regulatory requirements, effectiveness of the systems of internal controls, management of citywide risk environment, and the performance of internal and external auditors. Consistent with this function, the Audit Committee will endeavor to encourage continuous improvement of, and adherence to, city policies and procedures, and practices at all levels.

(B) The Audit Committee shall:

(1) Review the City Auditor's audit plan annually and provide suggestions for the plan;

(2) Ensure that the City Auditor transmits audit reports to the Audit Committee and the City Council. Audit reports will also be made available to the public;

(3) Monitor follow-up on reported findings to assure corrective action is taken by city management;

(4) Report to the City Council on areas of interest or concerns at such times as deemed appropriate;

(5) Assure that the audit functions are independent and performed to acceptable professional standards;

(6) At least annually meet with the city's external auditor to discuss the city's annual comprehensive financial report and other applicable risk management and city financial concerns.

(C) Bylaws. To ensure independence and efficiency in the performance of its function, the Audit Committee is hereby authorized to adopt bylaws that will, at a minimum, include and address voting rights, meetings, and member terms. The bylaws may include any rules or policies that enable the Audit Committee to perform and carry out any of the duties.

3-18-3 Audit Committee membership and term.

(A) The Audit Committee shall consist of the following:

(1) Three Councilmembers

(B) Each member shall serve a two-year term and may be reappointed.

3-18-4 Meetings and quorum.

The Audit Committee shall meet as necessary to provide information to the City Council. A majority of the voting members of the Audit Committee shall constitute a quorum.

3-18-5 Conflict of interest.

Before participating in Audit Committee discussions or casting a vote on a matter in which an Audit Committee member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the Audit Committee members. Failure of a member to disclose a potential conflict of interest as required by this article constitutes malfeasance in office and is grounds for removal from the Audit Committee.

3-18-6 By-laws.

The Audit Committee shall establish written by-laws and rules for the conduct of its meetings.

3-18-7 Officers and subcommittees.

The Audit Committee shall elect a Chairperson and a Vice Chairperson from its members and may create and fill other offices as it considers advisable and necessary or as provided in the by-laws. The ex-officio members of the Audit Committee are not eligible to serve as Chairperson or Vice Chairperson. The term of each office shall be provided in the by-laws.

SECTION 3. AUTHORIZATION OF FULL TIME POSITION AND BUDGET AMENDMENT

City Council authorizes the addition of a full-time position for the purposes of a City Auditor. The City Manager is authorized to complete appropriate amendments to the budget to achieve the purpose and duties of the City Auditor and Audit Committee.

SECTION 4. CORRECTIONS

The 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, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of 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 portions thereof.

SECTION 6. EFFECTIVE DATE

This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 24th day of February, 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

It's a Great time to be in Goodyear.

Internal Audit Program

Strategic Plan Action Item

- Evaluate need/scope for an internal auditing function

Internal Audit Program

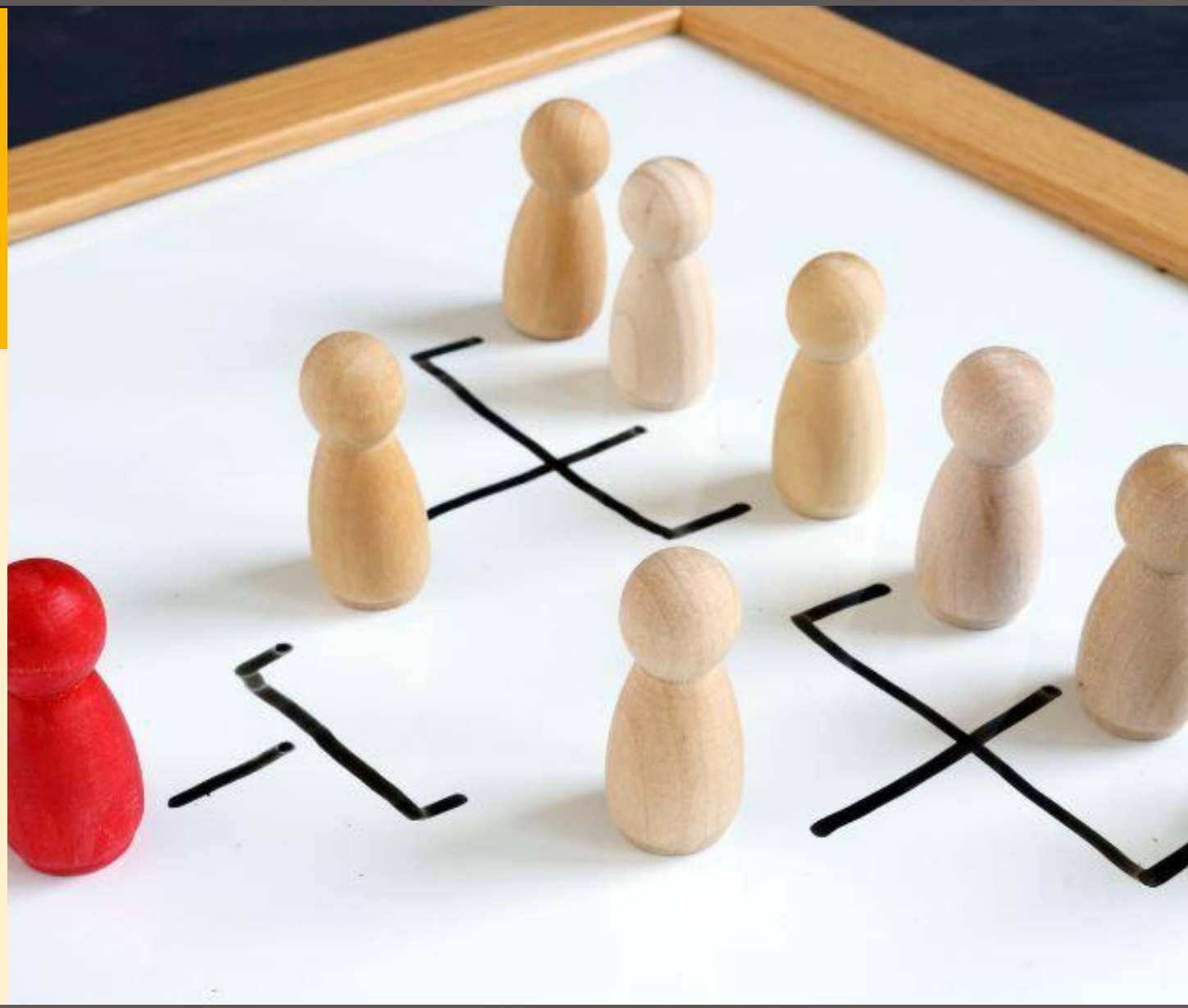
- City Auditor
- Audit Committee

City Auditor

- Appointed by City Manager
- Government auditing standards
- Independence through reporting
- Scope

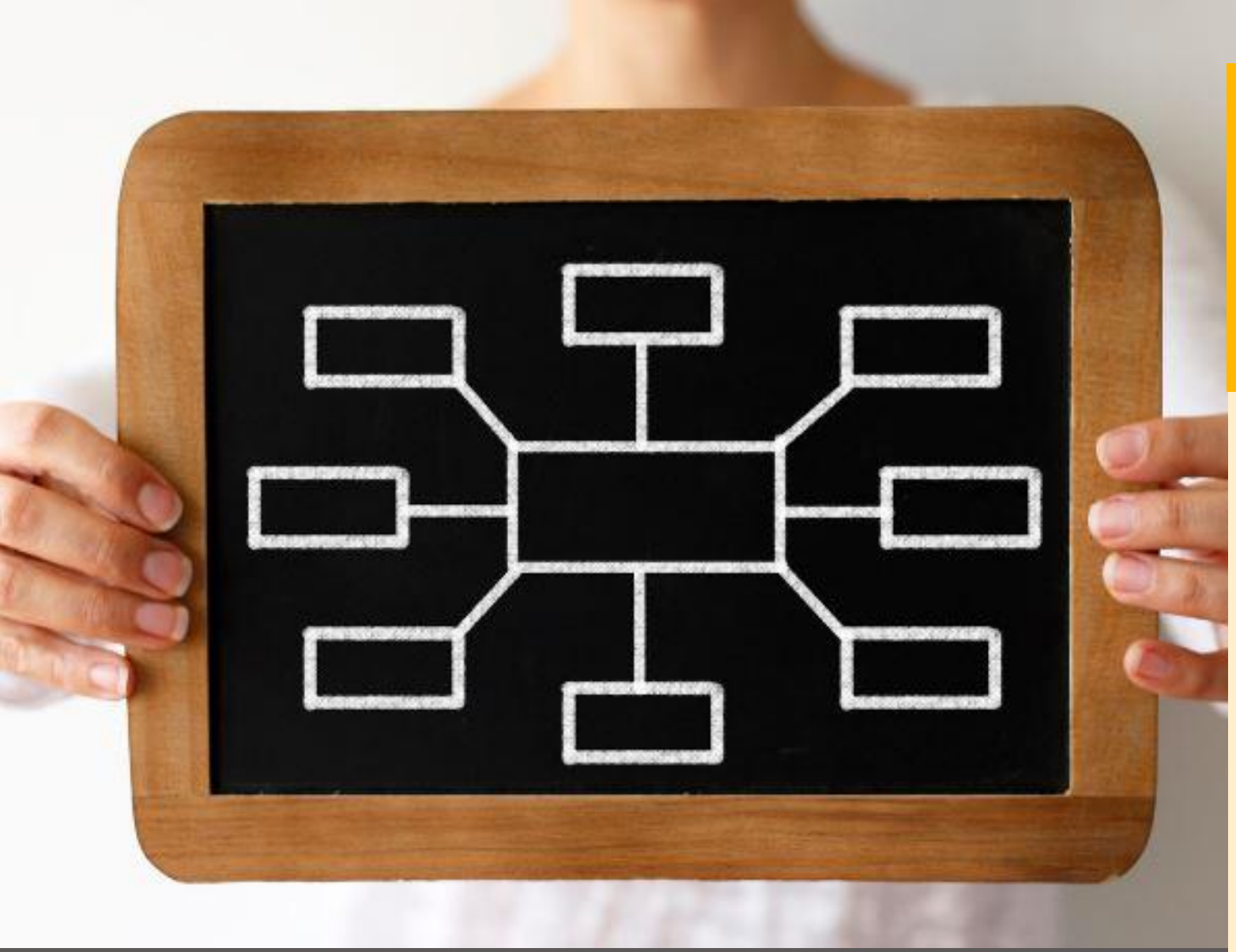
Scope of program

- Risks identified and managed
- Information accurate
- Rules are followed
- Efficient use of resources
- Program objectives achieved
- Continuous improvement



Audit Committee

- Replaces Audit Subcommittee
- Three Councilmembers
- Two-year terms



Audit Committee

- Review audit plan
- Ensure reports available
- Monitor corrective actions
- Report to Council
- Ensure independence and standards
- External audit functions

Other Actions

- Authorize City Auditor position
- Authorize budget amendment
  - FY2025 budget includes $100K
  - Hire City Auditor—$40K
  - Follow up on CIP processes—$60K

Internal Audit Program

Approve ordinance to:

Establish the City Auditor and Audit Committee

Authorize the City Auditor position and associated budget amendments.

ITEM #: 11.
DATE: 02/24/2025
AI #:2448

CITY COUNCIL ACTION REPORT

SUBJECT: **RESOLUTIONS TO AMEND THE CITIZEN WATER ADVISORY COMMITTEE BY-LAWS AND TEMPORARILY ASSIGN A TASK**

STAFF PRESENTER(S): Barbara Chappell, PE, Water Services Director and Sumeet Mohan, PE, Public Works Director

---

OTHER PRESENTER(S):

Adam Kurtz, Solid Waste Superintendent and Ray Diaz, Water Resources and Sustainability Manager

SUMMARY

Amend the By-laws of the Citizen Water Advisory Committee to add stormwater to their duties and temporarily assign a task to review and provide recommendations on solid waste rates.

STRATEGIC PLAN ALIGNMENT

Fiscal Resource Management

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2025-2449 APPROVING THE AMENDED BY-LAWS OF THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE. (Barbara Chappell, PE, Water Services Director)

2. ADOPT RESOLUTION 2025-2450 TEMPORARILY ASSIGNING THE CITIZEN WATER ADVISORY COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS ON SOLID WASTE RATES. (Sumeet Mohan, PE, Public Works Director)

FISCAL IMPACT

There will be no fiscal impact associated with the amendment of the by-laws or the addition of the temporary task to review solid waste rates, for the Citizen Water Advisory Committee.

BACKGROUND AND PREVIOUS ACTIONS

February 2020 was the last time when the City established a committee to review rates for municipal services provided by the City. At that time, the City established an ad-hoc committee for the duration of the Goodyear Utility Rate Study project. The committee was set to automatically cease upon adoption of the Goodyear water, sewer, storm water, and solid waste rate structure. The rates recommended by that committee and adopted by the City Council through Resolution 2021-2112 on January 21, 2021, were set for calendar years 2021 through 2025. Now that the City is in the last year of that approved rate structure, the City needs to review its rate structures for these municipal services to accurately reflect the latest conditions impacting revenues, expenses, and budgetary needs.

The City, recognizing the critical importance of sustainable water management and the need for community input, established a Citizen Water Advisory (CWA) Committee by the adoption of Resolution No. 2023-2312, on June 26, 2023. The CWA Committee serves as a vital link between the community and city government, providing valuable insights and recommendations on a range of water-related issues. By engaging with residents and stakeholders, the CWA Committee aims to foster a shared understanding of water challenges and develop effective solutions that balance the needs of a growing community with the protection of valuable water resources.

STAFF ANALYSIS

The City puts a high value on public participation. The assistance provided by the CWA Committee will provide public input into the city's future needs and facilitate the development of a comprehensive municipal rate structure that reflects the values and priorities of the City's customers. To the extent possible, the CWA Committee members reflect the geographic distribution and demographic characteristics of the population of Goodyear.

Resolution 2025-2449 and the CWA Committee's amended by-laws are included as Attachment A. A strike-through version of the original CWA Committee by-laws is included as Attachment B.

Stormwater management is an increasingly critical aspect of urban planning, and its inclusion within the CWA Committee's purview will allow for a more comprehensive and integrated approach to water resource management. By considering stormwater rates and fees alongside water and wastewater rates, the CWA Committee can provide more holistic and informed recommendations to the City Council, ensuring that all aspects of the city's water infrastructure are adequately funded and maintained.

The City is also seeking public input on issues relating to the operation of the solid waste program, including the impacts of city's growth and the related financial implications.

Resolution 2025-2450 will temporarily assign a task to the CWA Committee to review and provide recommendations on solid waste rates (Attachment C).

The CWA Committee shall provide its findings and recommendations to the City Council for the new municipal services rate structures later in calendar year 2025.

Upon submission of its final recommendations, the CWA Committee's temporary assignment to review solid waste rates shall automatically terminate. Thereafter, the CWA Committee's responsibilities shall revert exclusively to its bylaws established by City Council Resolution.

Attachments

Attachment A - Resolution 2025-2449 with Exhibit A

Attachment B- Strike-through version of the original by-laws

Attachment C - Resolution 2025-2450

Staff Presentation

RESOLUTION NO. 2025-2449

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, APPROVING THE AMENDED BY-LAWS OF THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, pursuant to Goodyear City Code § 2-4-11, the Goodyear City Council is empowered to create boards, committees, and commissions it deems necessary that are to exist at the pleasure of the council.

WHEREAS, in 2023, the Goodyear City Council adopted Resolution 2023-2312, which established the Citizen Water Advisory Committee; and

WHEREAS, the Citizen Water Advisory Committee's by-laws currently empower them to review rate and fee adjustments for water and wastewater services, however, they do not explicitly include stormwater; and

WHEREAS, given that the city is now embarking on a new rate study, it is important to address this omission; and

WHEREAS, stormwater management is an increasingly critical aspect of urban planning, and its inclusion within the Committee's purview will allow for a more comprehensive and integrated approach to water resource management; and

WHEREAS, by considering stormwater rates and fees alongside water and wastewater rates, the Committee can provide more holistic and informed recommendations to City Council, ensuring all aspects of the city's water infrastructure are adequately funded and maintained.

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

SECTION 1. BY-LAWS

The Mayor and City Council of the City of Goodyear hereby adopt the amended "City of Goodyear Citizen Water Advisory Committee By-Laws," a copy of which is attached hereto as Exhibit "A" (the "Citizen Water Advisory Committee By-Laws"), which shall govern the operations of the Citizen Water Advisory Committee.

SECTION 2. CITY MANAGER ACTION

The City Manager and/or appropriate City staff are hereby authorized to take all actions on behalf of the City as may be necessary to carry out the intent of this Resolution and the City of Goodyear Citizen Water Advisory Committee By- Laws.

SECTION 3. EFFECTIVE DATE

This Resolution shall become effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 24th day of February, 2025.

_____

Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____

Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

_____

Roric Massey, City Attorney

EXHIBIT 'A'

CITY OF GOODYEAR
Citizens Water Advisory Committee
BY-LAWS

Article I – Name

The Citizens Water Advisory Committee hereinafter referred to as the "Committee", is an advisory committee of the Goodyear City Council established by Resolution No. 2023-2312.

Article II – Term of the Committee

The Committee is an advisory committee and shall be in existence until terminated by the City Council.

Article III – Powers and Duties

The purpose of the Committee is to advise the City Council on matters relating to water resource planning, water and wastewater system planning, water use and conservation, water, wastewater and stormwater rates and fees, with its primary functions including:

A. Review the City's long-term water resource needs and the capital needs of the City's water system and wastewater system, utilizing City staff and other resources, and provide feedback to staff;

B. Develop and recommend policies, procedures and programs that promote water conservation practices within the City that the Committee deems appropriate and responsible;

C. Annually review the Department's 5-10 year Capital Improvement Program, its 5-10 year Operations and Maintenance needs, and associated revenue requirements of the City's water and wastewater systems;

D. Review and recommend to the City Council water, wastewater, and stormwater rate and fee adjustments that are just and reasonable, consistent with adopted Mayor and City Council plans and policies on a 2-5 year cycle;

E. Explore strategies to expand and diversify the City's water resource portfolio;

F. Review and make recommendations on policies affecting those water, wastewater, and stormwater issues the Committee deems appropriate.

Article IV – Membership

Section 1: Number of Members.

Number of Members. No more than 7 members shall be appointed to the Committee. All appointed members shall be voting members. In addition, a first alternate and a second alternate may be appointed to the Committee. Alternates may participate in all discussions of the Committee but shall not be voting members unless they are appointed to fill a vacancy.

Section 2: Terms of Office. Except for the appointment of the initial members to the Committee, Committee members shall be appointed for a two-year term and may be reappointed for one additional two-year term. At least 50% of the initial members appointed shall be appointed for a two-year term and may be reappointed for one additional two-year term and the remainder of the members shall be appointed for a three-year term and may be reappointed for one additional two-year term.

Section 3: Selection. All members of the Committee shall be appointed by the City Council. Public notice of all Committee openings will be given by the Goodyear City Clerk. Candidates shall submit a completed application to the Goodyear City Clerk in order to be considered for appointment. Qualified candidates may be interviewed by the Council Subcommittee for Boards, Commissions, and Committee Appointments.

Section 4: Composition. The Committee shall consist of members who meet the qualifications set forth in Section 5 below and the composition of the Committee shall meet the following requirements:

A. To the extent possible, reflect the geographic distribution and demographic characteristics of the population of Goodyear; and

Section 5. Qualifications. Members shall meet the following minimum qualifications upon appointment to the Committee. Committee members shall:

A. be eighteen years of age or older; and

B. be a Goodyear resident for at least one year living within the City of Goodyear's water and wastewater service area, except that up to

three of the Committee members may be non-residents who meet one of the following criteria:

a. own and operate, or represent a corporate entity that owns and operates, a business located within the City of Goodyear's water and wastewater service area; or

b. own property, or represent a corporate entity that owns property within the City of Goodyear's water and wastewater service area;

and

C. be registered to vote in Arizona unless the member is a representative of a corporate entity permitted by Section 5(B) above; and

D. not be an employee of the City, member of the City Council, or an immediate family member of such persons; and

E. not be voting members on more than two boards, commissions, or committees of the City (with the exception of members of the PIC/IDA Boards).

Section 6: Officers. The Committee shall include the following officers:

A. Chair. The Members shall select from amongst themselves a Chair at the first meeting of the members of the Committee. The Chair shall be a Goodyear resident. Unless the Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office, the member selected as the Chair shall serve as Chair for the duration of the member's tenure on the Committee. In the event the Chair's term of office expires, or the Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the Members shall select another member of the Committee as Chair. The duties of the Chair shall include:

a. approve a regular meeting schedule provided by City staff; and

b. determining the agenda for meetings after consultation with City staff designated by the Council to assist the Committee with its work; and

c. presiding over Committee meetings, including deciding upon all points of order and/or procedure; and

d. reviewing with department staff the agenda items for future Committee meetings; and

e. considering other such matters and concerns of the Committee as set forth in these By-Laws or as otherwise directed by the City Council.

B. Vice-Chair. The Members shall select a Vice-Chair at the time of the first meeting of the members of the Committee. The Vice-Chair shall be a Goodyear resident. Unless the Vice-Chair resigns, becomes incapacitated, is removed, no longer meets the qualifications for members, and/or is unable to perform the duties of the office, the member selected as the Chair, the member selected as the Vice Chair shall serve as the Vice-Chair for the duration of the member's tenure on the Committee. In the event the Vice-Chair's term of office expires, or the Vice-Chair resigns, becomes incapacitated, is removed from the Committee, no longer meets the qualifications for membership on the Committee and/or is unable to perform the duties of the office, the members shall appoint another member of the Committee as Vice-Chair. In addition to such other duties, if any, as may evolve upon the Vice-Chair by virtue of the office, or as assigned by the Chair, the Vice-Chair shall preside over meetings of the Committee and shall perform the duties of the Chair in the absence of the Chair.

C. Temporary Chair. In the absence of the Chair and Vice-Chair, the Committee shall appoint a member of the Committee to serve as Chair for the meeting by majority vote.

D. Secretary. The City of Goodyear Director of Water Services or his/her designee (the "Water Services Director") shall appoint a staff member of the Water Services Department to serve as Secretary and staff to the Committee. The duties of the Secretary shall include:

a. preparing agendas for each meeting of the Committee that include the various matters of business to be considered; and

b. ensuring that copies of agendas are duly posted in accordance with Arizona's open meeting laws, as they may be amended from time to time; and

c. taking all minutes of all meetings of the Committee, which minutes shall be in summary form; and

d. except for documents maintained by the City Clerk, maintaining all records and documentation of the Committee; and

e. advising on matters of parliamentary procedures when such issues arise during meetings of the Committee.

E. Legal Representation. The City Attorney, or designee, shall provide legal representation and advice to the Committee as necessary.

Section 7: Staff. Water Services Director or designee, may designate additional City staff and/or outside consultants to assist the Committee in its work.

Section 8: Vacancies. A vacancy on the Committee shall be deemed to have occurred upon the following events: member's incapacitation or resignation; removal of a member by City Council; and/or member's circumstances change so he/she no longer meets the qualifications for membership (for example, a member who met the residency requirements at the time of appointment, moves outside the City; a non-resident member who was appointed because he or she owned property within the City, but sells the property, etc.). In the event of vacancies, the first alternate shall assume the first vacant position and the second alternate shall assume the second vacant position. Upon any alternate assuming a vacant position on the Committee, the City Clerk shall pursue the appointment of a replacement alternate in accordance with the selection process described in Section 3 and the Citizen Appointment Process adopted by City Council on August 29, 2022. If no alternate members approved by Council are available to fill the vacancy, the City Clerk shall pursue the appointment of a new member in accordance with the selection process pursuant to the selection process described in Section 3 and the Citizen Appointment process adopted by City Council on August 29, 2022

Section 9: Attendance Policy. Two successive unexcused or unexplained absences or four total absences (excused or otherwise) by a member of the Committee from any regular or special meeting shall be grounds for removal of a member by the City Council without the necessity of a hearing or notice. The Chair shall notify City Council in writing of such a situation and action, if pursued, shall be taken at a City Council meeting. Such action shall be final.

Section 10: Quorum. A majority of the voting members of the Committee shall constitute a quorum for transacting business at a meeting. In the absence of a quorum, the Committee is prohibited from discussing or taking any action on any items from the agenda and the meeting shall be rescheduled. In the event a quorum is lost after a meeting begins, no further discussions or actions shall be taken on any items from the agenda once the quorum is lost and the meeting shall be continued or rescheduled. A majority vote is required for the adoption or passage of any action or recommendation.

Section 11: Meetings.

A. The Committee, working in conjunction with City staff, shall establish a meeting schedule with no fewer than 6 meetings per year. The meeting schedule may be amended to add additional meetings as needed. Notices of meetings shall be duly posted in accordance with State Law and City Ordinances. In the event a regular meeting is canceled, a notice of such cancelation shall be duly posted in accordance with State Law and City Ordinances.

B. Meetings of the Committee shall be open to the public and the minutes of the meetings and other official actions shall be filed in the office of the City Clerk as a public record. For any matter under consideration, any person may submit written comments and, if attending in person, may speak to the issue upon being recognized by the Chair and stating his or her name, the names of any persons or entity on whose behalf he or she is appearing, and whether he or she or the person or entity on whose behalf he or she is appearing owns property within the City of Goodyear's water and/or wastewater service area. The Chair may institute time limits for speakers in the interest of meeting management.

C. Meetings shall, to the extent not in conflict with these By-Laws, be conducted according to the latest edition of Roberts Rules of Order, except that the Chair shall be permitted to vote on any motion.

D. If the Chair desires to make or second a motion, the Chair must first temporarily relinquish the presiding chair, until the vote on the motion has been taken or until disposition on the motion has been otherwise completed.

Section 12: <u>Order of Business:</u>

A. The Chair shall call the meeting to order and minutes shall record the members present or absent. The Chair may call each matter of business in the order of the approved agenda.

B. To the extent not in conflict with these By-Laws, the Chair shall conduct all meetings generally in accordance with Robert's Rules of Order and may invoke such rules when making formal recommendations.

C. All meetings of the Committee may be recorded by an electronic device. Any person desiring to have a meeting recorded by an electronic device or by a stenographic reporter, at his or her own expense, may do so, provided that he or she consults the Secretary to arrange facilities for such recording prior to the commencement

of the meeting, and such recording will not otherwise disrupt the proceedings.

Section 13: Voting and Recommendations.

A. Any formal recommendations to be forwarded to the City Council for review or approval shall require a majority vote of a quorum of the Committee. Each member attending shall be entitled to one vote.

B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Secretary, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.

C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.

D. Proxy voting shall not be permitted. Telephonic or other virtual participation may be permitted at the discretion of the Chair, provided there is technology available to allow the public participation by telephone or other virtual means (i.e. a speaker phone is available).

Article V – Sub-Committees

The Committee shall not be authorized to establish sub-committees.

Article VI – Official Records

The official records of the Committee shall include these By-Laws and any amendments thereto; agendas of the Committee; and minutes of meetings of the Committee. The official records of the Committee shall be deposited with the City Clerk and shall be available for public inspection during regular office hours.

Article VII – Amendments

These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present provided such amendment(s) is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

Section 1: Open Meetings. The Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 et. seq. Except for Executive Sessions authorized A.R.S. § 38-431.03, all meetings of the Committee shall be open to the public.

Section 2: Public Records. The Committee shall comply with the requirements of Arizona's Public Records Laws, A.R.S. §§ 39-101 et. seq.

Section 3: Conflict of Interest. Any member of the Committee who has a substantial interest, as defined in A.R.S. § 38-502, in the outcome of any matter brought before them shall publicly disclose that interest before the matter is discussed and shall refrain from voting or in any way participating in that matter. The meeting minutes shall reflect the member's disclosure of the substantial interest and the nature of the substantial interest.

Section 4: City Ethics Policy. All members of the Committee shall read, sign, and adhere to the City Ethics Policy.

Section 5: Resignation and Removal. Members of the Committee may resign at any time by delivering written notice of such resignation to the Chair. Committee members, including alternates, may be removed with or without cause by a majority vote of the City Council.

Section 6: Agenda Items. Staff may, at the direction of Council, place items on a Committee agenda for discussion and determination.

CITY OF GOODYEAR
Citizens Water Advisory Committee
BY-LAWS

Article I – Name

The Citizens Water Advisory Committee herein-after referred to as the "Committee", is an advisory committee of the Goodyear City Council established by Resolution No. 2023-2312.

Article II – Term of the Committee

The Committee is an advisory committee and shall be in existence until terminated by the City Council.

Article III – Powers and Duties

The purpose of the Committee is to advise the City Council on matters relating to water resource planning, water and wastewater system planning, water use and conservation, water, ~~and~~ wastewater and stormwater rates and fees, with its primary functions including:

A. Review the City's long-term water resource needs and the capital needs of the City's water system and wastewater system, utilizing City staff and other resources, and provide feedback to staff;

B. Develop and recommend policies, procedures and programs that promote water conservation practices within the City that the Committee deems appropriate and responsible;

C. Annually review the Department's 5-10 year Capital Improvement Program, its 5-10 year Operations and Maintenance needs, and associated revenue requirements of the City's water and wastewater systems;

D. Review and recommend to the City Council water, ~~and~~ wastewater, and stormwater rate and fee adjustments that are just and reasonable, consistent with adopted Mayor and City Council plans and policies on a 2-5 year cycle;

E. Explore strategies to expand and diversify the City's water resource portfolio;

F. Review and make recommendations on policies affecting those water, ~~and~~ wastewater, and stormwater issues the Committee deems appropriate.

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B. be a Goodyear resident for at least one year living within the City of Goodyear's water and wastewater service area, except that up to three of the Committee members may be non-residents who meet one of the following criteria:

a. own and operate, or represent a corporate entity that owns and operates, a business located within the City of Goodyear's water and wastewater service area; or

b. own property, or represent a corporate entity that owns property~~,~~ within the City of Goodyear's water and wastewater service area;

and

C. be registered to vote in Arizona unless the member is a representative of a corporate entity permitted by Section 5(B) above; and

D. not be an employee of the City, member of the City Council, or an immediate family member of such persons; and

E. not be voting members on more than two boards, commissions, or committees of the City (with the exception of members of the PIC/IDA Boards).

Section 6: Officers. The Committee shall include the following officers:

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e. considering other such matters and concerns of the Committee as set forth in these By-Laws or as otherwise directed by the City Council.

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B. Voting shall be done by voice vote. If the results of a voice vote are not readily discernable by the Secretary, a roll call vote shall be taken. Any member of the Committee may call for a roll call vote in lieu of a voice vote.

C. A member shall disqualify himself or herself and abstain from voting whenever he or she has, or may have, a conflict of interest in a case under consideration, as described and provided by the Arizona Revised Statutes (ARS §38-501, et, seq.) and the Goodyear City Code.

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The Committee shall ~~be~~ not be authorized to establish sub-committees.

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These By-Laws may be amended by a majority vote of the City Council. The Committee may request an amendment to the By-Laws by a three-fourths majority vote of the members present at any meeting of the Committee at which a quorum is present provided such amendment(s) is proposed at a preceding meeting, or is submitted in writing at a prior regular meeting of the Committee and is recorded in the minutes of such meeting. Such amendment(s) shall be subject to ratification by a majority vote of the City Council, and if so approved, shall become effective at the next regular meeting of the Committee after ratification.

ARTICLE VIII -- Miscellaneous

Section 1: Open Meetings. The Committee shall comply with the requirements of Arizona's Open Meeting Laws, A.R.S. §§ 38-431 et. seq. Except for

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Executive Sessions authorized A.R.S. § 38-431.03, all meetings of the Committee shall be open to the public.

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Section 6: Agenda Items. Staff may, at the direction of Council, place items on a Committee agenda for discussion and determination.

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RESOLUTION NO. 2025-2450

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF GOODYEAR, MARICOPA COUNTY, ARIZONA, TEMPORARILY ASSIGNING THE CITIZEN WATER ADVISORY COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS ON SOLID WASTE RATES.

WHEREAS, the City of Goodyear is committed to providing efficient, reliable, and sustainable rate structures for its growing community;

WHEREAS, the Citizen Water Advisory Committee established by Council on June 26, 2023, has a strong understanding of enterprise rate funds through its review of water, wastewater and stormwater rates and fees;

WHEREAS, the city seeks to review the existing five-year schedule for solid waste rates in conjunction with its review of water, wastewater and stormwater rate structures being conducted by the Citizen Water Advisory Committee; and

WHERAS, the City Council desires to temporarily assign this task to the Committee as it is already conducting a comprehensive review of water, wastewater, and stormwater rate structures, ensuring an efficient and informed approach while maintaining solid waste matters as a temporary assignment rather than a permanent responsibility of the Committee.

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

SECTION 1. The Citizen Water Advisory Committee is hereby directed to review and evaluate the city's solid waste rates.

SECTION 2. The Committee shall provide its findings and recommendations to the City Council for the new solid waste rate structure.

SECTION 3. Upon submission of its final recommendations, the Committee's temporary assignment to review solid waste rates shall automatically terminate. Thereafter, the Committee's responsibilities shall revert exclusively to its bylaws established by City Council Resolution.

SECTION 4. Resolution No. 2025-2450 shall be effective as prescribed by law.

PASSED AND ADOPTED by the Mayor and Council of the City of Goodyear, Maricopa County, Arizona, by a _____ vote, this 24th day of February 2025.

_____
Joe Pizzillo, Mayor

Date: _____

ATTEST:

_____
Jasmine Pernicano, Acting City Clerk

APPROVED AS TO FORM:

_____
Roric Massey, City Attorney

It's a Great time to be in Goodyear.

CITIZEN WATER ADVISORY COMMITTEE

Citizen Water Advisory Committee

Purpose

Members

Scope

Amendment of By-Laws

Solid Waste Rate Review

Solid Waste is an Enterprise Fund

Rates were last reviewed in 2021

City is growing rapidly

Solid Waste Rate Review

Seeking Public Input

Approached CWAC in January 2025

Adding a Temporary Task for CWAC

RECOMMENDATION

1. ADOPT RESOLUTION NO. 2025-XXXX APPROVING THE AMENDED BY-LAWS OF THE CITIZEN WATER ADVISORY COMMITTEE; AUTHORIZING STAFF TO TAKE ALL ACTIONS NECESSARY TO CARRY OUT THE INTENT OF THE RESOLUTION AND BY-LAWS; AND ESTABLISHING AN EFFECTIVE DATE

2. ADOPT RESOLUTION 2025-XXXX, TO TEMPORARILY ASSIGNING THE CITIZEN WATER ADVISORY COMMITTEE TO REVIEW AND PROVIDE RECOMMENDATIONS ON SOLID WASTE RATES.

Discussion

It's a Great time to be in Goodyear.

ITEM #: 12.
DATE: 02/24/2025
AI #:2461

CITY COUNCIL ACTION REPORT

SUBJECT: AMENDMENT TO THE COMPREHENSIVE SIGN PACKAGE FOR VANTAGE DATA CENTERS

STAFF PRESENTER(S): Kyle Abbott, Senior Planner

SUMMARY

Request for approval to amend the Vantage Data Centers Comprehensive Sign Package. The amended sign package will allow for the addition of a monument sign at the southeast corner of W. Van Buren Street and N. Bullard Avenue and adjustments to quantities, locations, and types of signs within the property.

STRATEGIC PLAN ALIGNMENT

SAFE & VIBRANT COMMUNITY

RECOMMENDATION

Approve the amended Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024, subject to stipulations. (Kyle Abbott, Senior Planner)

STIPULATIONS

1. All signs shall be in conformance with the Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024; and,
2. Off-site signage is prohibited; and,
3. Any sign types not addressed within the AZ Campus Comprehensive Sign Package dated November 19, 2024 shall comply with Article 7 (Sign Regulations) of the City of Goodyear Zoning Ordinance; and,
4. No signage shall be placed within city right-of-way.

FISCAL IMPACT

There is no direct budget impact associated with the approval of the amendment to the Vantage Data Centers Comprehensive Sign Package.

BACKGROUND AND PREVIOUS ACTIONS

The property (Attachment A) which is subject to the Vantage Data Centers Comprehensive Sign Package is zoned I-1 (Light Industrial Park). The I-1 (Light Industrial Park) zoning was approved through two zoning actions; the first of those actions took place on August 20, 2018, with the adoption of Ordinance No. 2018-1402, and the second of those actions on August 28, 2023, with the adoption of Ordinance No. 2023-1581.

Site plans for Vantage Data Centers were approved on both September 28, 2020 and March 29, 2024. The site plans collectively include the development of multiple data center buildings.

The Vantage Data Centers Comprehensive Sign Package was originally approved by the City Council on February 28, 2022. At the time, the city had contemplated the purchase of a portion of the southeast corner of W. Van Buren Street and N. Bullard Avenue to provide a gateway entry monument for the larger Bullard Tech Corridor. Since that time, the city decided not to pursue the public development of a Bullard Tech Corridor Gateway entry monument.

The Planning and Zoning (P&Z) Commission considered this item at its regular meeting held on February 12, 2025. P&Z Commissioners voted (7-0) to forward a recommendation of approval the City Council.

STAFF ANALYSIS

Current Policy

The purpose of a Comprehensive Sign Package (CSP) is to provide a comprehensive and coordinated approach to the design of signage that exhibits superior quality and effective messaging. In recognition of the benefits of cohesive and comprehensive sign design, modifications to the signage requirements as established in the city of Goodyear Zoning Ordinance may be appropriate within a CSP.

A minor amendment to an approved CSP, in compliance with the requirements provided in Article 7 (Sign Regulations) of the Goodyear Zoning Ordinance, may be approved by the Zoning Administrator after review and approval by the Development Review Committee. A major amendment to an approved CSP, that proposes an increase in the number of signs, an increase to the size or height of any sign beyond what was approved under the original CSP, or modifications to the requirements provided in Article 7 shall be reviewed by the P&Z Commission and approved by the City Council. This request is a major amendment, and therefore requires P&Z Commission and Council review and approval.

Details of the Request

The request is for the approval to amend the original Vantage Data Centers CSP dated January 18, 2022 (the "2022 Vantage Data Centers CSP") and replace it with the Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024 (Attachment B). A brief description of the proposed amendment is provided below:

1. The addition of a monument sign at the southeast corner of W. Van Buren Street and N. Bullard Avenue - The city is no longer pursuing the purchase of the corner lot at the southeast corner of W. Van Buren Street and N. Bullard Avenue to provide a gateway entry monument for the Bullard Tech Corridor. With that decision, the applicant would like to place a monument sign on the corner. This CSP amendment will allow the applicant to place a monument sign that serves to identify the entire Vantage Data Centers campus, not a specific point or building on the campus.

2. Align the quantities and locations of signs with the final approved site plan - The

originally approved site plan from September 2020 envisioned a total of three buildings across the Vantage Data Centers campus. The final approved site plan, which was approved in March 2024, reduces the total number of buildings to two buildings. This CSP amendment will clarify the count and location of signs based on the newly approved site plan building configurations.

3. Enhancements for public safety - This CSP amendment adds addressing on entry driveway monument signs and additional building identification wall signage to aid in wayfinding within the property for both visitors and public safety personnel.

Evaluation Criteria

Article 7-10 Special Sign Areas of the Zoning Ordinance establishes the criteria for the evaluation of a CSP. The criteria and accompanying staff analysis (*italics*) are provided below:

1. Size and Height: The comprehensive sign package shall demonstrate that all proposed signage is no larger than necessary for sufficient visibility and legibility. Factors to be considered in determining allowed size and height may include, but are not limited to, topography, traffic volumes, traffic speeds, visibility ranges, copy size and impact on adjacent property.

The application indicates the intent of the CSP is to provide signage to meet the operational needs of the data center campus, which consists of two large buildings and up to five individual users. Size and height have been established to provide visibility from the adjacent arterial streets and to assist in wayfinding once inside the campus. Staff finds the proposed sizes, heights and configuration of the intended signage, and the requested deviations, are appropriate and supportable for a data center campus of the intended size, at this location.

2. Location and Orientation: Signs should be located and oriented to allow sufficient visibility and legibility for pedestrian and vehicle traffic. Factors that may be considered in reviewing the appropriateness of the sign location and orientation may include, but are not limited to, location relative to the surrounding streets and land uses, traffic volumes and access points, visibility angles and topographic features.

The application indicates that signage is intended to be visible to customers and operational staff from Van Buren Street and Bullard Avenue, which are both arterials with higher traffic volumes and vehicular speeds. Building identification signs are designed to take advantage of these frontages and then oriented throughout the site to assist with building identification and wayfinding.

3. Design, Colors and Materials: Signs proposed under the CSP shall be harmonious with and enhance the architecture and theme of the specific development in which the signs are located. Compatibility with the specific development shall include the use of complementary colors, materials and architectural style.

As established in the CSP, the signage will have a design theme consistent with the approved design of the buildings. As such, the intended design elements are considered appropriate and supportable.

4. Surrounding Land Uses: Signs shall not adversely impact adjacent land uses, especially adjacent residential land uses. The CSP shall demonstrate the measures that

will be taken to ensure the proposed signage will not adversely impact adjacent land uses in terms of lighting, size, location and orientation.

The property is located within an established light industrial and technology corridor developed with data centers and several warehousing/distribution facilities. The size, type and number of proposed signs are consistent with other similar developments within this corridor and elsewhere within the city. As such, staff finds the intended signage will not adversely affect any adjacent land uses and is therefore appropriate and supportable.

The P&Z Commission considered this item at its regular meeting on February 12, 2025. At the meeting, City staff provided a presentation to the P&Z Commission. No speaker cards were submitted at the public hearing. No residents spoke at the public hearing. At the conclusion of the presentation, the P&Z Commissioners voted (7-0) to forward a recommendation of approval the City Council. The copy of the Vantage Data Centers AZ Campus CSP presented to the P&Z Commission and being presented to City Council is a restatement of the 2022 Vantage Data Centers CSP with the proposed amendments added to the document.

Attachments

Attachment A - Aerial Photo

Attachment B - Vantage Data Centers AZ Campus Comprehensive Sign Package dated November 19, 2024

Staff Presentation

Aerial Photo Exhibit
Case No. P24-00295
Vantage Data Centers AZ Campus CSP

SIGN DESCRIPTIONS & CALCULATIONS

SIGN NAME	DESCRIPTION	ILLUMINATION	QTY	SIZE	SQ. FT. PER SIGN	TOTAL SQ. FT.
eBa.1/eBa.2 Wall Sign - Skyline - Sails	Building Mounted Sign at Building Top	Face-lit or None	6	10′-2″ x 4′-8″	48 sf	288 sf
eBa.3 Wall Sign - Skyline - Logo	Building Mounted Sign at Building Top	Face & Halo-lit	1	5'-3" x 17'-5"	87 sf	87 sf
eBb Wall Sign - Building Address	Building Mounted Sign at Building Top	Halo-lit	6	3′-1″ x 3′-8″	8 sf	48 sf
eBc Canopy Sign - Building Number	Building Mounted Sign at Canopy	Self Halo-lit	3	3′-1″ x 5′-2 5/8″	11 sf	33 sf
eBv Wall Sign - Vinyl Building Number	Building Mounted Sign at Building Entry	None	2	5′-3 1/2″ x 10'-0"	53 sf	106 sf
eDa Ground Sign - Vehicular Directional	Freestanding Sign - Double-sided	None	*TBD	6′-4″ x 1′-10″	12 sf	TBD
eMa Monument Sign - Property ID	Freestanding Sign - Single-sided	Face-lit & Ground-lit	4	10′-0″ x 13′-1″	48 sf	192 sf
eMb Mounment Sign - Entry ID	Freestanding Sign - Single-sided	Internatlly-lit	5	5′-3″ x 2′-8″	15 sf	75 sf
eMc Vantage Campus Feature Monument	Freestanding Sign - Single-sided	Face & Halo-lit	1	10′-0″ x 19'-8 1/4"	96.5 sf	96.5 sf
					PROPOSED TOTAL	925.5 sq ft

*Vehicular Directional signs as required. To be located at intersections within project site to facilitate customer & delivery ease of circulation & traffic safety.

PROJECT INFORMATION

SITE ADDRESS: 45 S Bullard Ave., Goodyear, Arizona 85338
155 N Bullard Ave., Goodyear, Arizona 85338

ASSESSOR'S PARCEL NUMBERS: 500-10-857, 500-10-858

ZONING: I-1 - LIGHT INDUSTRIAL

TOTAL LAND AREA : 49.84 ACRES

VANTAGE™ DATA CENTERS

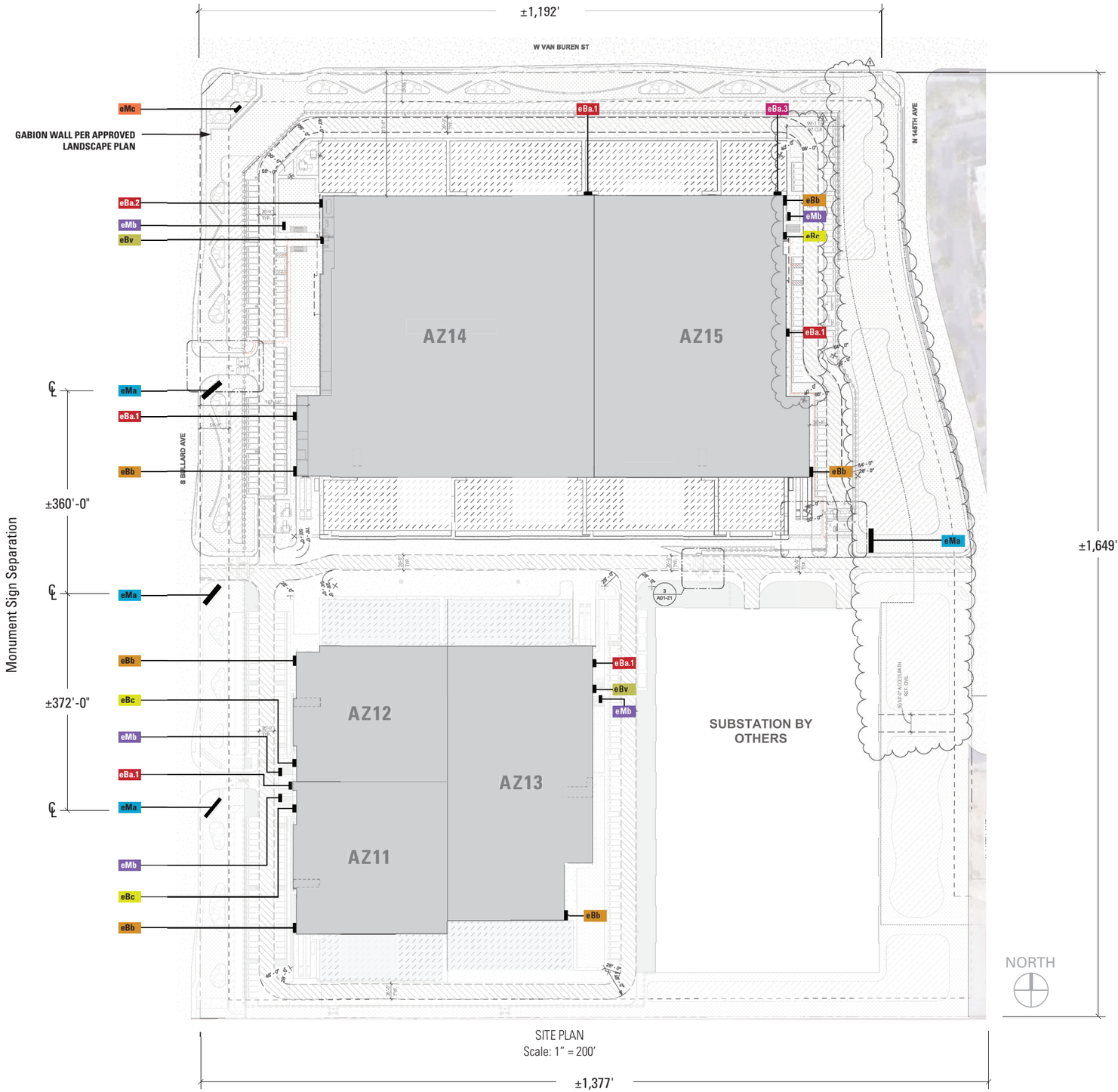
Vantage Data Centers
45 S Bullard Ave. &
155 N. Bullard Ave.
Goodyear, Arizona 85338
#5463-100

AZ Campus
Comprehensive Sign Program

November 19, 2024

Note: CSP revision to PRJ21-17686

SCOTT | AG



SITE PLAN
Scale: 1" = 200'

KEY

- eBa.1/eBa.2 Wall Sign - Skyline - Sails
- eBa.3 Wall Sign - Skyline - Logo
- eBb Wall Sign - Building Address
- eBc Canopy Sign - Building Number
- eBv Wall Sign - Vinyl Building Number
- eMa Monument Sign - Property ID
- eMb Mounment Sign - Entry ID
- eMc Vantage Campus Feature Monument

VICINITY MAP

Purpose
To identify the site to motorists and pedestrians.

Maximum Number
6

Location
Mounted directly onto the building fascia in the locations as shown on site plan.

Maximum Sign Height
10'-2"

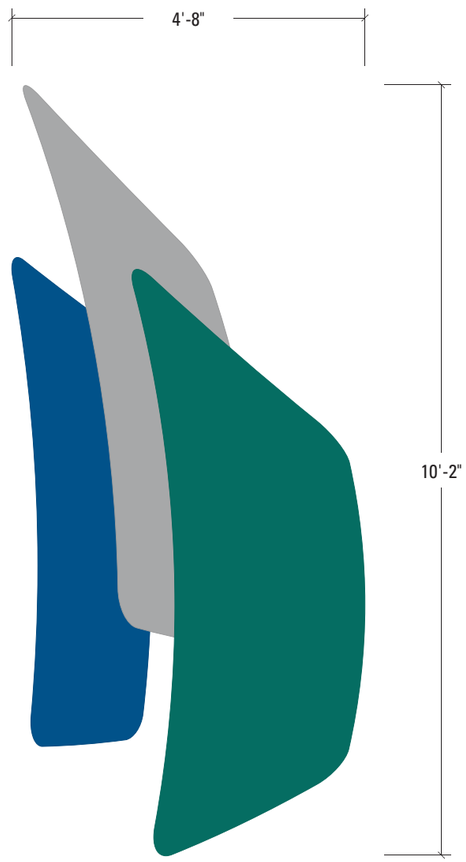
Maximum Sign Width
4'-8"

Maximum Sign Area
48 s.f.

Sign Construction/Material
Fabricated aluminum with front retainer, painted; acrylic face with 1st surface vinyl.

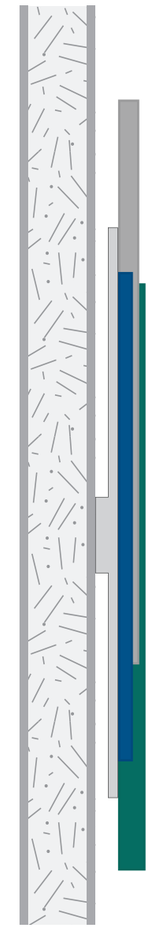
Illumination
Yes. Face illuminated.

Colors
3M #3630-97 Bristol Blue
3M #3630-51 Silver Gray
3M #3630-316 Jade Green

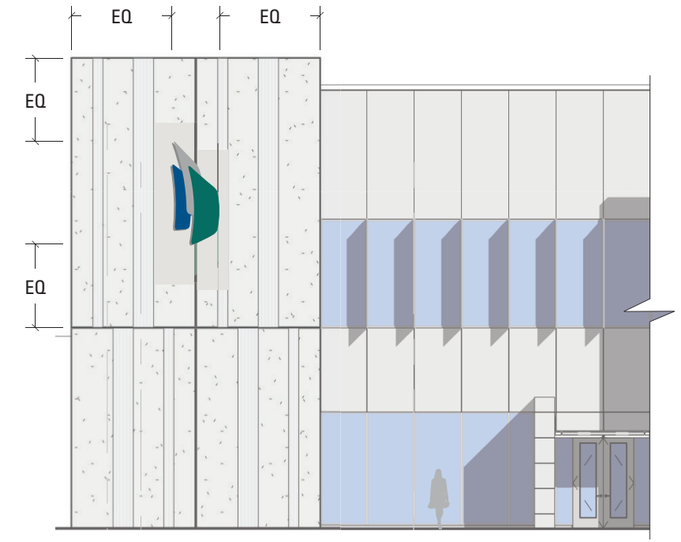


FRONT VIEW
Scale: 1/2" = 1'-0"

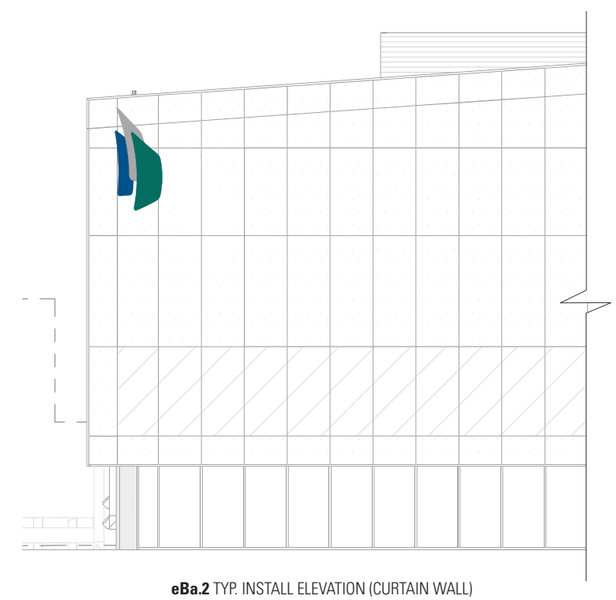
eBa.1 TYP. SIDE VIEW (WALL)
Scale: 1/2" = 1'-0"



eBa.2 TYP. SIDE VIEW (CURTAIN WALL)
Scale: 1/2" = 1'-0"



eBa.1 TYP. INSTALL ELEVATION (WALL)
Scale: 1" = 15'-0"



eBa.2 TYP. INSTALL ELEVATION (CURTAIN WALL)
Scale: 1" = 15'-0"

Purpose
To identify the site to motorists and pedestrians.

Maximum Number
1

Location
Mounted directly onto the building fascia in the locations as shown on site plan.

Maximum Sign Height
5'-3"

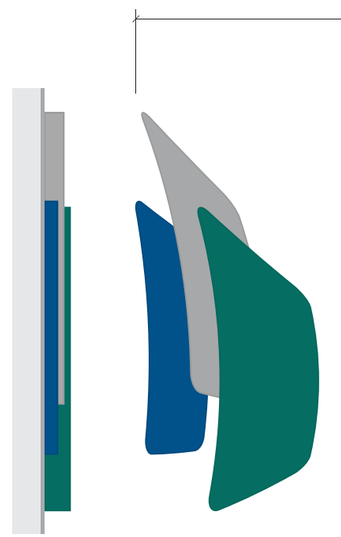
Maximum Sign Width
17'-5"

Maximum Sign Area
87 s.f.

Sign Construction/Material
Fabricated aluminum with front retainer, painted; acrylic face with 1st surface vinyl.

Illumination
Yes. Face & Halo illuminated.

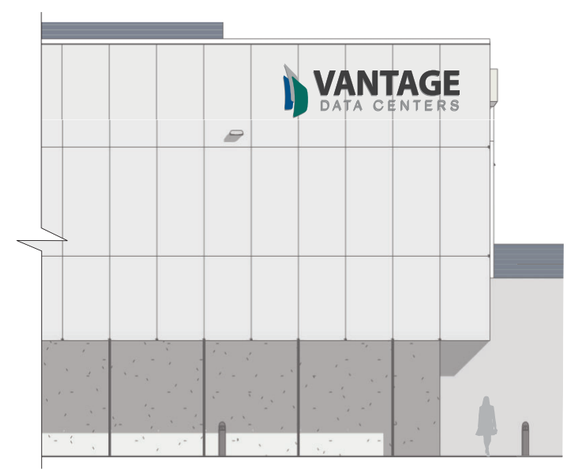
Colors
Black
3M #3630-97 Bristol Blue
3M #3630-51 Silver Gray
3M #3630-316 Jade Green
PMS 877C (gray)



LEFT SIDE VIEW
Scale: 1/2" = 1'-0"

FRONT VIEW
Scale: 1/2" = 1'-0"

RIGHT SIDE VIEW
Scale: 1/2" = 1'-0"



TYP. INSTALL ELEVATION
Scale: 1" = 15'-0"

Purpose
To identify the building address to motorists and pedestrians.

Maximum Number
6 (1 per building)

Location
Mounted directly onto the building fascia in the locations shown on site plan.

Maximum Sign Heights
Logo: 3'-1"
Numeral: 2'-0"

Maximum Sign Width
3'-8"

Maximum Sign Area
8 s.f.

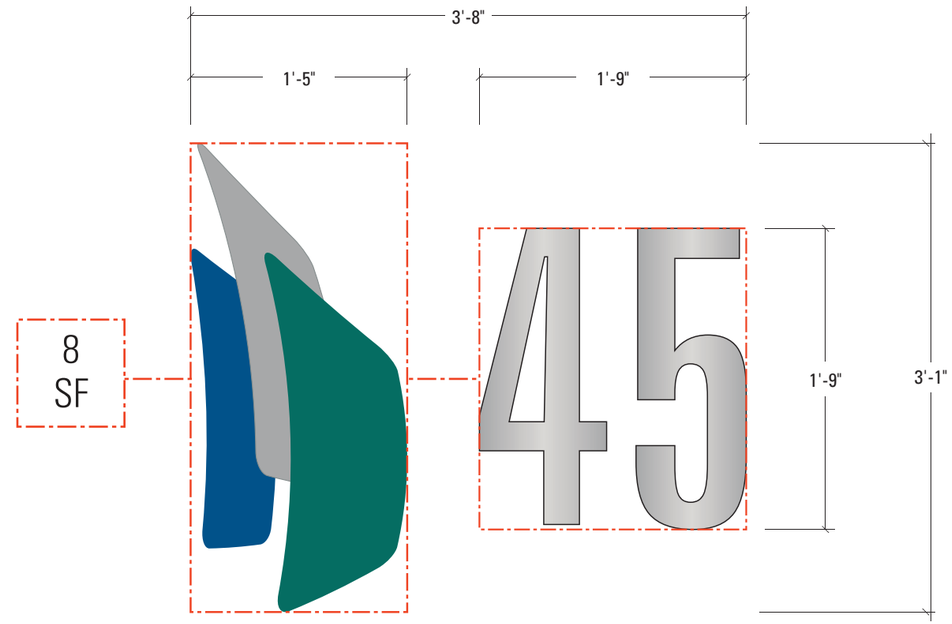
Typestyles
Zurich Extra Condensed BT

Sign Construction/Material
Logo: Fabricated Aluminum painted; with 3/16" clear polycarbonate backs.
Numeral: 4" deep fabricated #4 brushed stainless steel, horizontal grain, with 3/16" clear polycarbonate backs.
All pieces installed with 1-1/2" long standoffs, painted.

Illumination
Yes. Halo illuminated.

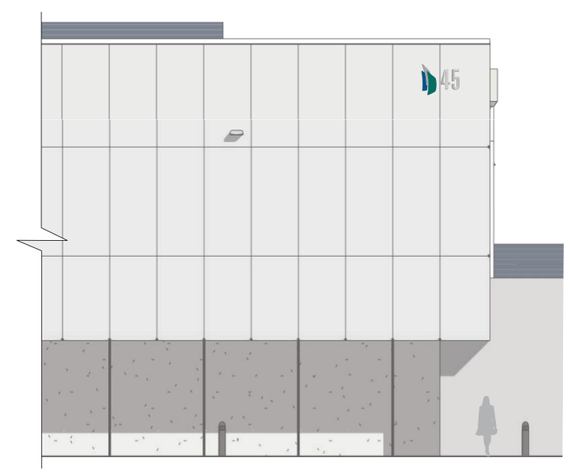
Colors
PMS 2945C Blue
PMS Cool Gray 6C
PMS 562C Green
Brushed Aluminum

LEFT SIDE VIEW
Scale: 1" = 1'-0"



FRONT VIEW
Scale: 1" = 1'-0"

RIGHT SIDE VIEW
Scale: 1" = 1'-0"



TYP. INSTALL ELEVATION
Scale: 1" = 15'-0"

Purpose
To identify the building number to motorists and pedestrians.

Maximum Number
3 (1 per building)

Location
Mounted directly onto the building entrance canopy on the locations shown on site plan.

Maximum Sign Heights
Logo: 3'-1"
Letters/Numeral: 2'-0"

Maximum Sign Width
5'-2 5/8"

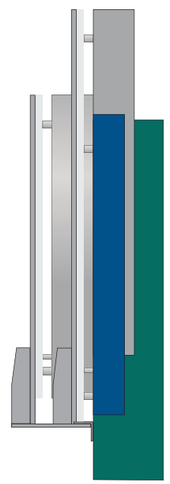
Maximum Sign Area
11 s.f.

Typestyles
Zurich Extra Condensed BT

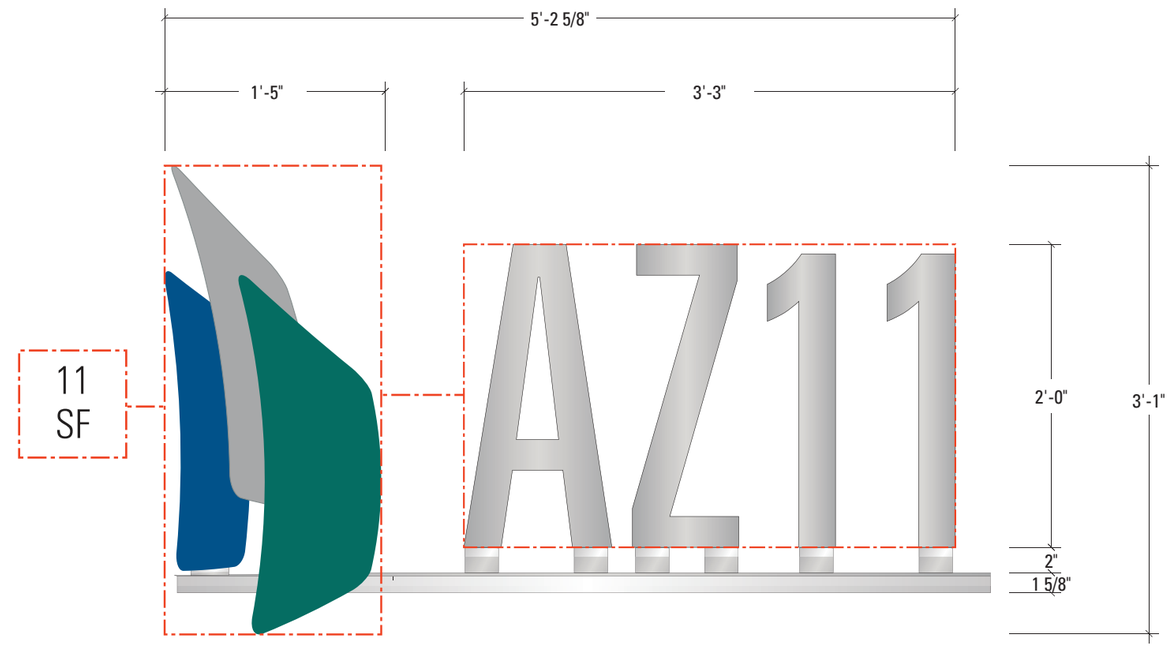
Sign Construction/Material
Logo: Fabricated Aluminum painted; with acrylic backer & aluminum backer.
Numeral: 4" deep fabricated #4 brushed stainless steel, horizontal grain, with acrylic backer, aluminum backer plate & mounting plate.

Illumination
Yes. Self Halo illuminated.

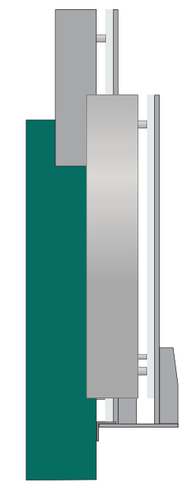
Colors
PMS 2945C Blue
MPS Cool Gray 6C
PMS 562C Green
Brushed Aluminum



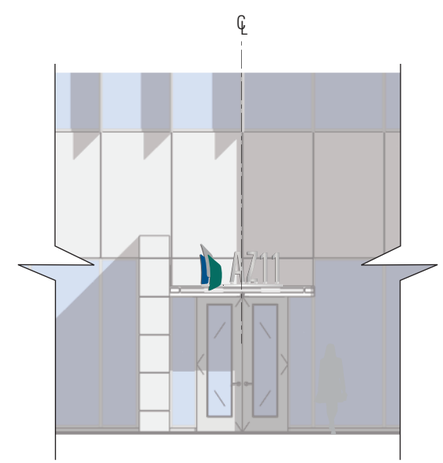
LEFT SIDE VIEW
Scale: 1" = 1'-0"



FRONT VIEW
Scale: 1" = 1'-0"



RIGHT SIDE VIEW
Scale: 1" = 1'-0"



TYP. INSTALL ELEVATION
Scale: 1" = 10'-0"

Purpose
To identify the building number to motorists and pedestrians.

Maximum Number
2 (1 per building)

Location
Mounted directly onto the building entrance on the locations shown on site plan.

Maximum Sign Heights
Letters/Numeral: 5'-3 1/2"

Maximum Sign Width
10'-0"

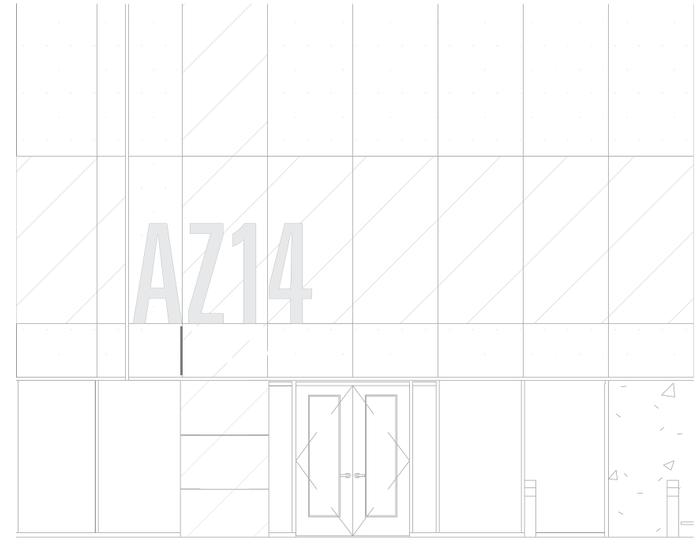
Maximum Sign Area
53 s.f.

Typestyles
Zurich Extra Condensed BT

Sign Construction/Material
Letters/Numeral: High performance 3M vinyl

Illumination
None.

Colors
Translucent Silver



TYP. INSTALL ELEVATION
Scale: 1/8" = 1'-0"

FRONT VIEW
Scale: 3/4" = 1'-0"

Purpose
To direct vehicular traffic throught the site.

Maximum Number
As required.

Location
*

Maximum Sign Height
6-4"

Maximum Sign Width
1'-10"

Maximum Sign Area
12 s.f.

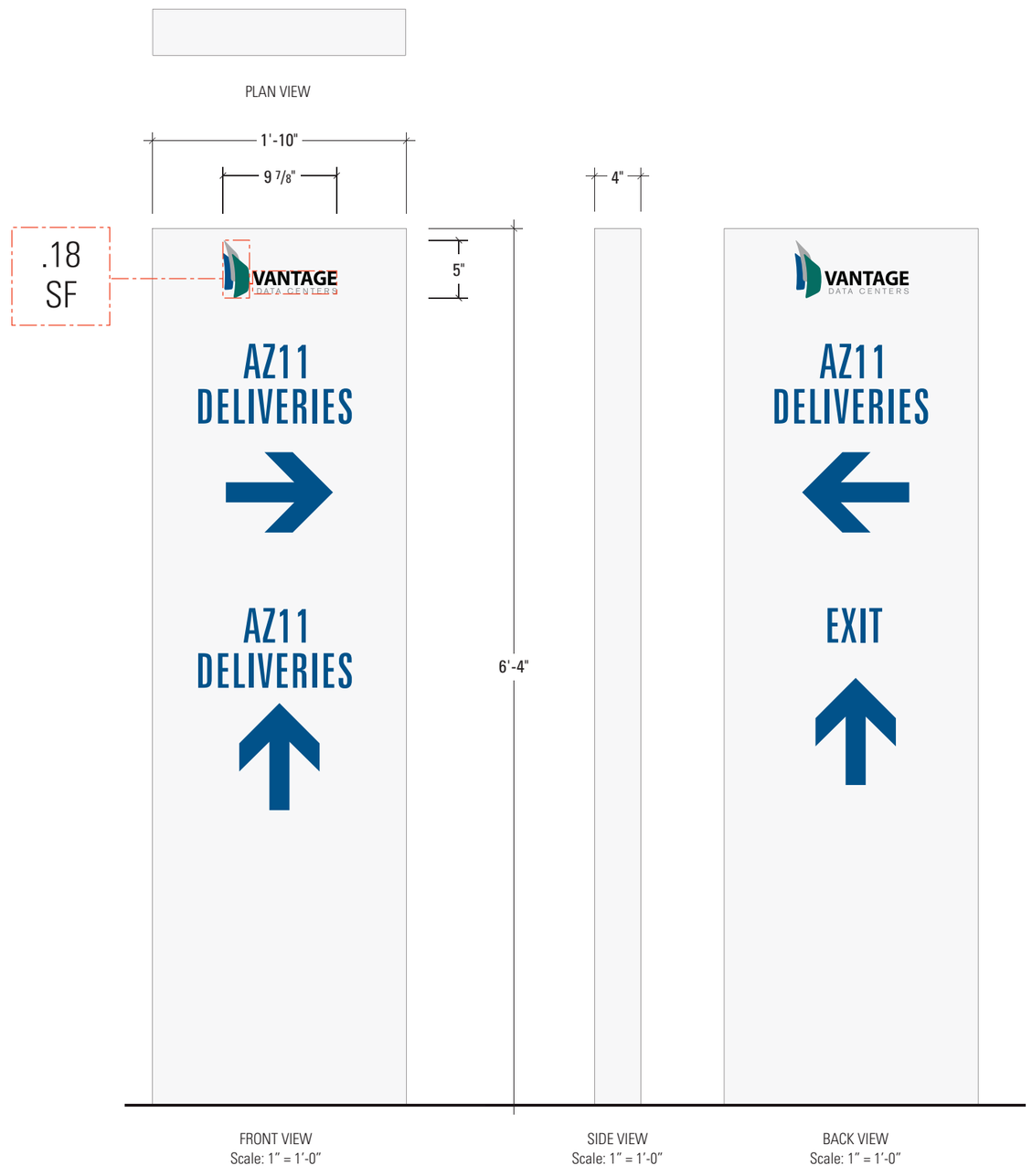
Type Styles
Zurich Extra Condensed BT

Sign Construction/Material
Fabricated aluminum box, painted. Screenprinted logo & 3M Opaque Vinyl graphics.

Illumination
None. No permitted.

Colors
White
Black
PMS 2945C (blue)
Cool Gray 6C (gray)
PMS 562C (green)
3M #180C-17 Vivid Blue
3M #180C-17 Vivid Blue

*To be located at intersections within project site to facilitate customer & delivery ease of circulation & traffic safety.



Purpose
To identify the site and main entrance to motorists and pedestrians.

Maximum Number
4

Location
Behind property line along S. Bullard Ave. on the locations shown on site plan.

Maximum Sign Height
10-0"

Maximum Sign Width
13'-1"

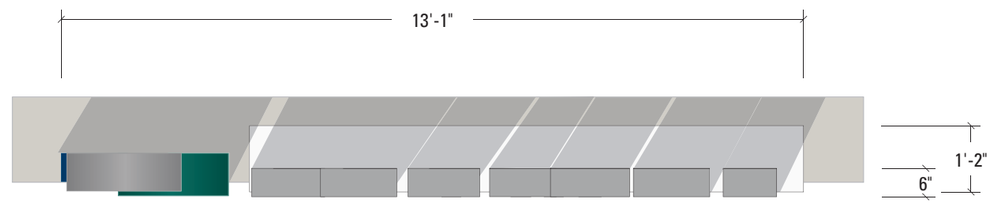
Maximum Sign Area
48 s.f.

Typestyles
Zurich Extra Condensed BT

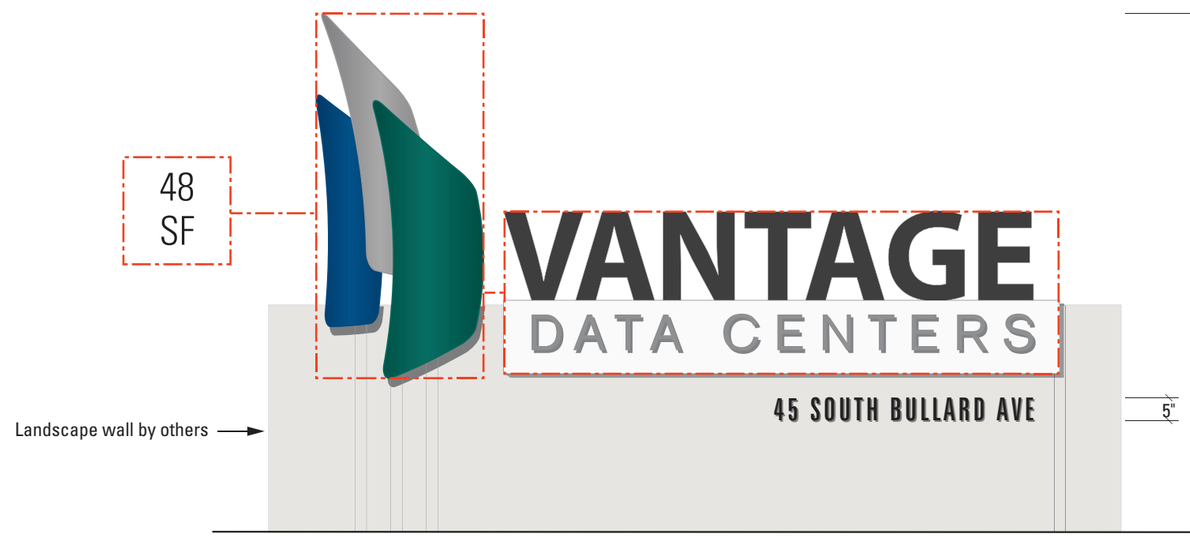
Sign Construction/Material
Fabricated aluminum letters with front retainer, painted; day-night acrylic face. Fabricated aluminum logo with front retainer, painted; acrylic face with 1st surface vinyl. Fabricated aluminum box, painted; with push-through acrylic letters with 3M opaque vinyl faces. 1/2" thick flat cut-out aluminum, painted, flush stud mounted.

Illumination
Yes. Face-lit & Ground-lit.

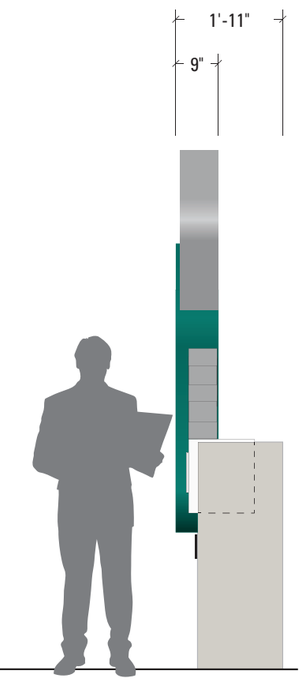
Colors
White
Black
3M #3630-97 Bristol Blue
3M #3630-51 Silver Gray
3M #3630-316 Jade Green
3M #180C-41 Dark Gray



PLAN VIEW
Scale: 3/8" = 1'-0"



FRONT VIEW
Scale: 3/8" = 1'-0"



SIDE VIEW
Scale: 3/8" = 1'-0"

Purpose
To identify the building entry.

Maximum Number
5 (1 per building)

Location
At building entries on the locations shown on site plan.

Maximum Sign Height
5-6"

Maximum Sign Width
2'-8"

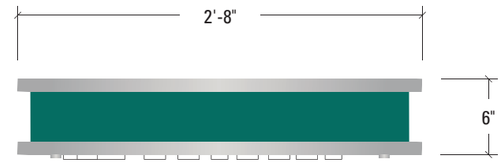
Maximum Sign Area
15 s.f.

Type Styles
Zurich Extra Condensed BT
Zurich Bold Extra Condensed BT

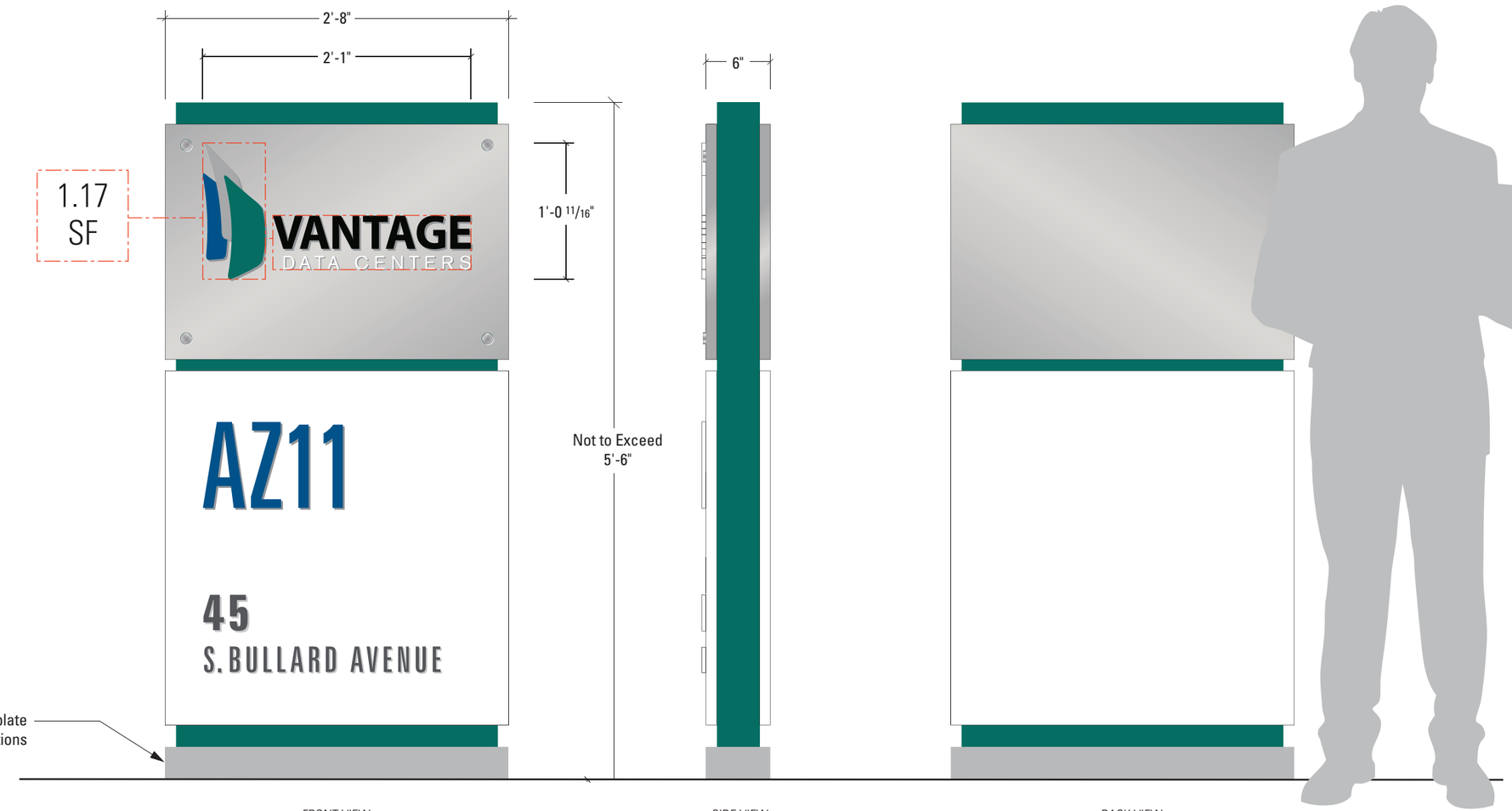
Sign Construction/Material
Fabricated aluminum boxex, painted; with push-through acrylic graphics with 3M opaque vinyl faces. 1" dia x 1/4"thk caps

Illumination
Yes. Internally-lit.

Colors
White
PMS 562C Green
#4 brushed stainless steel
3M #180C-17 Vivid Blue
3M #180C-220 Light Silver Metallic
3M #180C-22 Matte Black
3M #180C-10 White
3M #180C-41 Dark Gray
PMS Cool Gray 6C



PLAN VIEW
Scale: 1" = 1'-0"



FRONT VIEW
Scale: 1" = 1'-0"

SIDE VIEW
Scale: 1" = 1'-0"

BACK VIEW
Scale: 1" = 1'-0"

FRONT VIEW
Scale: 1/8" = 1'-0"

Purpose
To identify the site to motorists and pedestrians.

Maximum Number
1

Location
Behind property line on the corner of Bullard Ave. and W Van Buren St. on the location shown on site plan.

Maximum Sign Height
10-0"

Maximum Sign Width
19'-8 1/4"

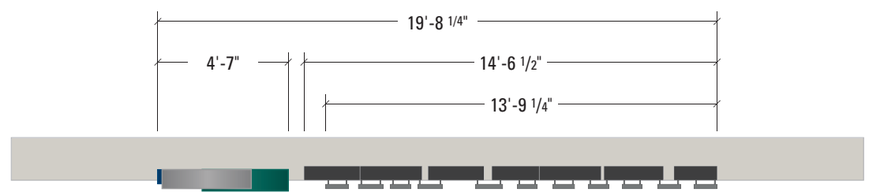
Maximum Sign Area
96.5 s.f.

Typestyles
Zurich Extra Condensed BT

Sign Construction/Material
Fabricated aluminum letters with front retainer, painted; day-night acrylic face. Fabricated aluminum logo with front retainer, painted; acrylic face with 1st surface vinyl. Fabricated aluminum letters, painted with clear acrylic backer.

Illumination
Yes. Face-lit & Halo-lit.

Colors
Black
Dark Gray
3M #3630-97 Bristol Blue
3M #3630-51 Silver Gray
3M #3630-316 Jade Green
3M #180C-41 Dark Gray



PLAN VIEW
Scale: 3/16" = 1'-0"

FRONT VIEW
Scale: 3/16" = 1'-0"

SIDE VIEW
Scale: 3/16" = 1'-0"

It's a Great time to be in Goodyear.

Vantage Data Centers Comprehensive Sign Package (CSP)

CSP Amendment

Vantage Data Centers Comprehensive Sign Package (CSP)

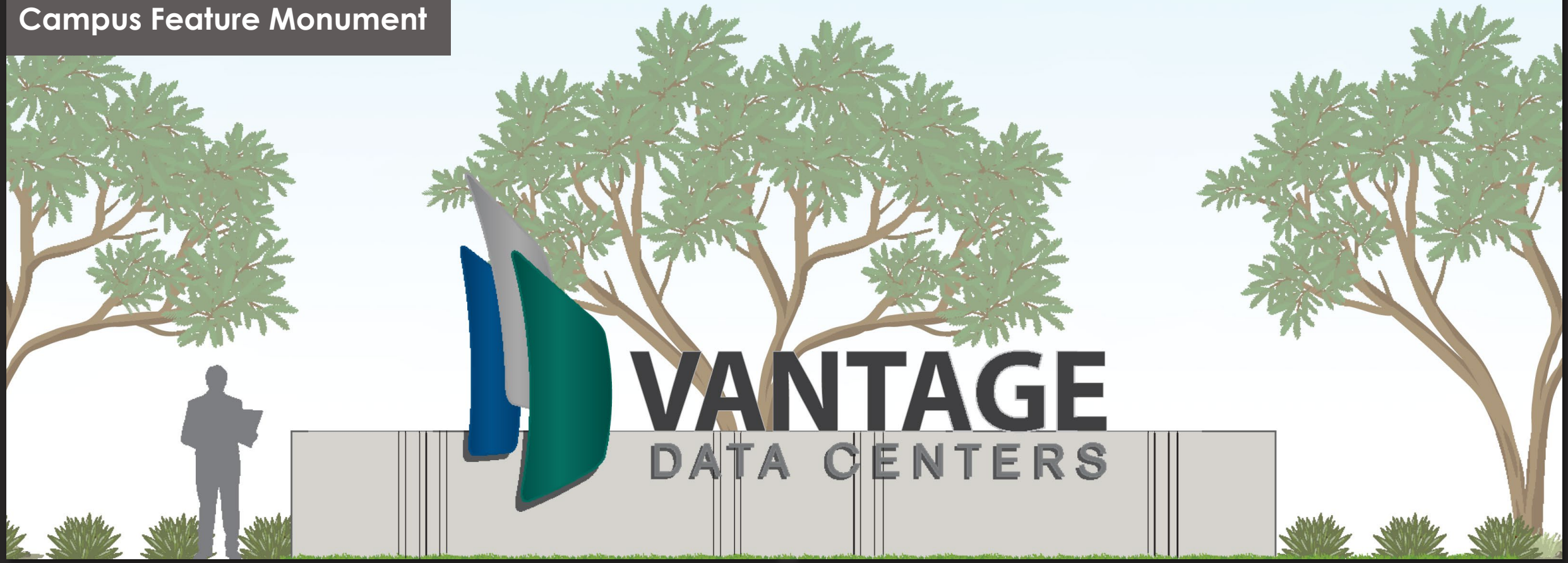
CSP Amendment

- S. Bullard Ave. & W. Van Buren St.

- I-1 (Light Industrial)

Vantage Data Centers Comprehensive Sign Package (CSP)
CSP Amendment

Campus Feature Monument



Vantage Data Centers Comprehensive Sign Package (CSP)

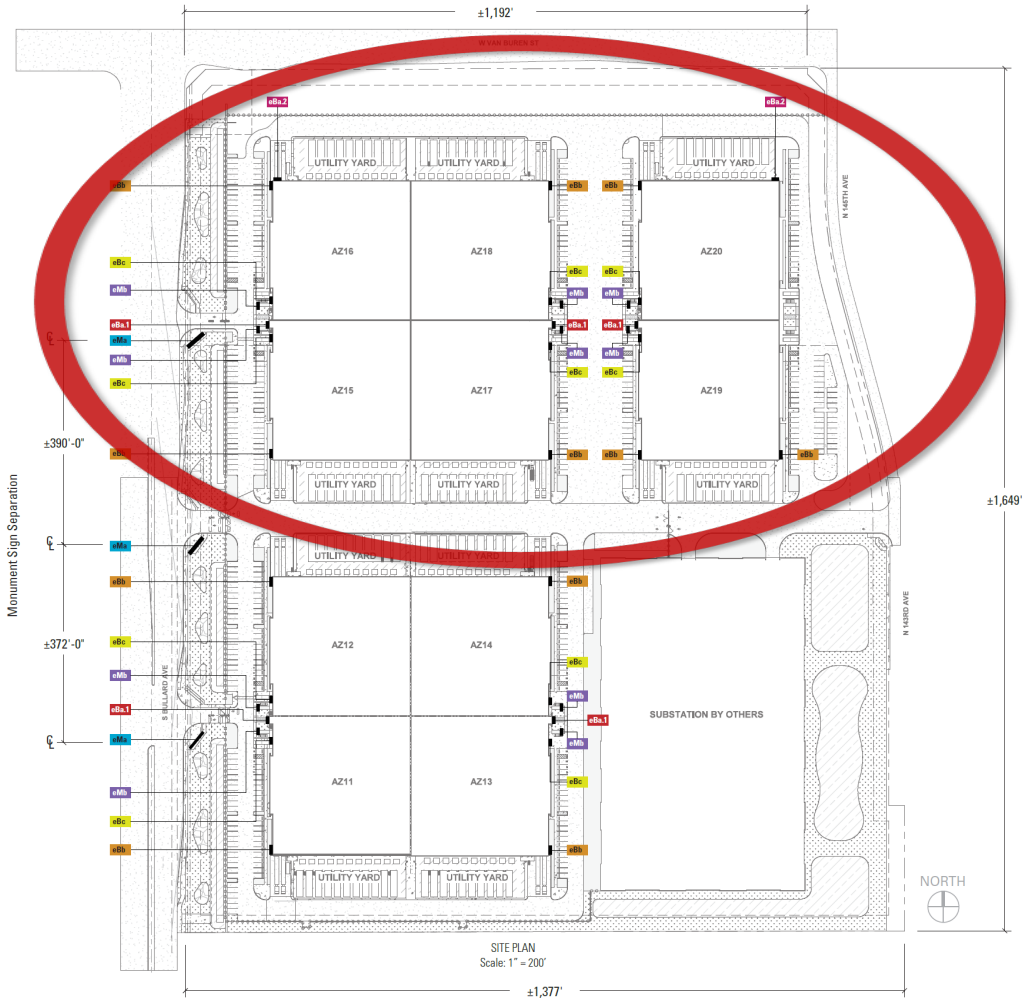
CSP Amendment

Campus Feature Monument

FRONT VIEW
Scale: 3/16" = 1'-0"

Vantage Data Centers Comprehensive Sign Package (CSP)

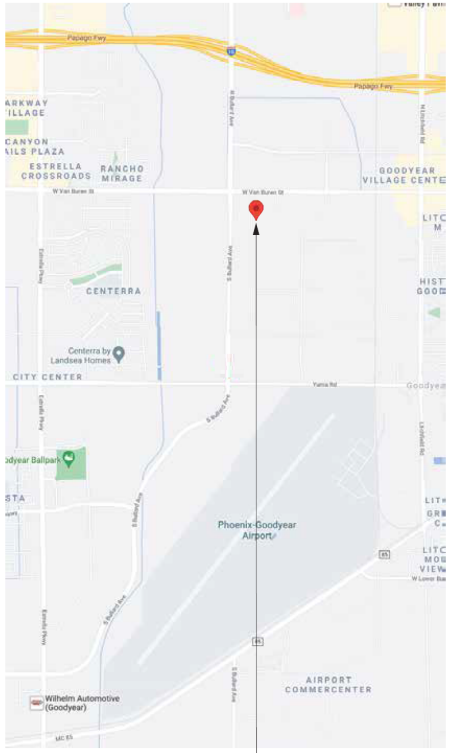
CSP Amendment



SITE PLAN
Scale: 1" = 200'

KEY

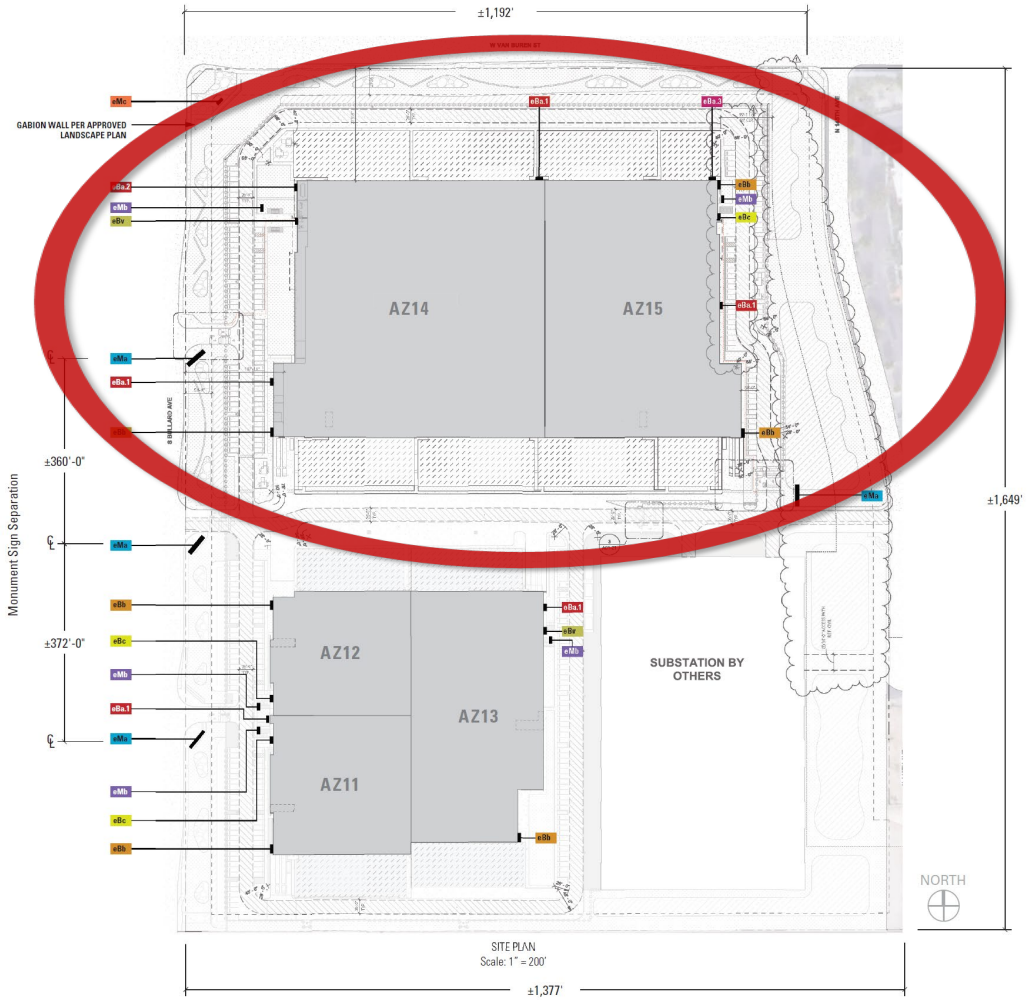
- eBa.1 Wall Sign - Skyline - Sails
- eBa.2 Wall Sign - Skyline - Logo
- eBb Wall Sign - Building Address
- eBc Canopy Sign - Building Number
- eMa Monument Sign - Property ID
- eMb Mounment Sign - Entry ID

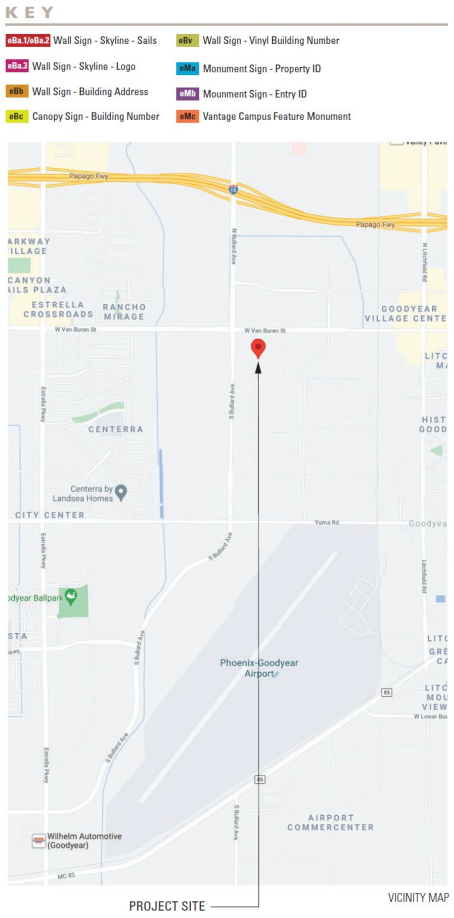


VICINITY MAP

Vantage Data Centers Comprehensive Sign Package (CSP)

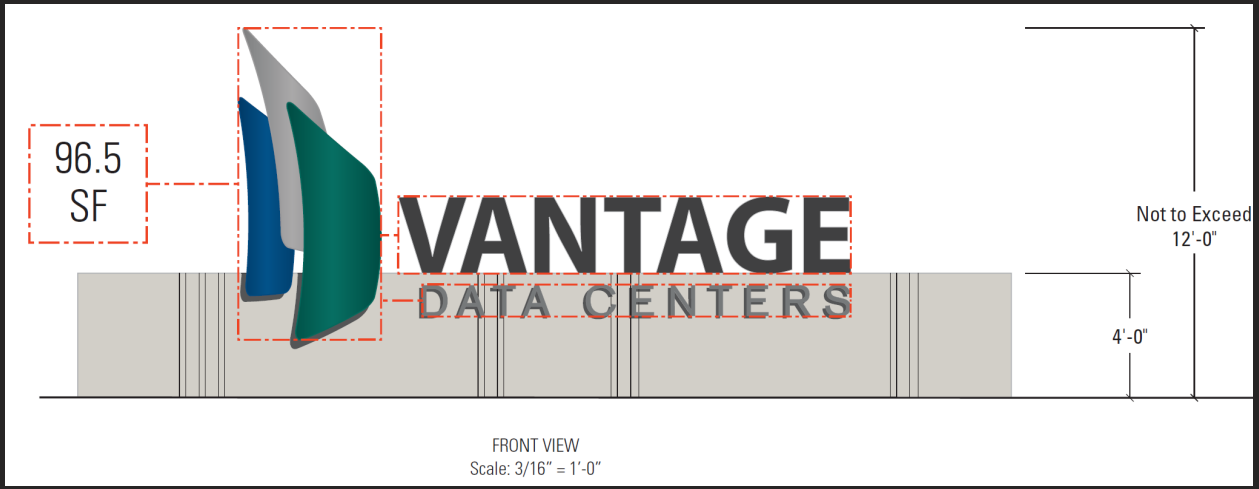
CSP Amendment





Vantage Data Centers Comprehensive Sign Package (CSP)

CSP Amendment

Recommendation:

Approve the requested amendment to the Vantage Data Centers CSP, subject to stipulations.